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(1602)

SERIAL C3353

## **CROWN EMPLOYEES (TECHNICAL STAFF - NSW AGRICULTURE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 4585 of 2004)

Before The Honourable Mr Deputy President Harrison

5 October 2004

### **REVIEWED AWARD**

#### **Arrangement**

#### **PART A**

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Salaries
4.	Saving of Rights
5.	Progression Criteria
6.	Transitional Arrangements
7.	Allowances
8.	Hours of Work
9.	Job Evaluation
10.	Dispute Handling Procedures
11.	Appeals Mechanism
12.	Anti-Discrimination
13.	Conditions of Employment
14.	Association Subscriptions
15.	Area, Incidence and Duration

#### **PART B**

#### **MONETARY RATES**

Table 1 - Salaries

Table 2 - Allowances

#### **1. Title**

This Award shall be known as the Crown Employees (Technical Staff - NSW Agriculture) Award.

#### **2. Definitions**

- (i) "Act" means *Public Sector Employment and Management Act 2002* or as amended.
- (ii) "Public Service" means the Public Service of New South Wales as defined in the *Public Sector Employment and Management Act 2002*.
- (iii) "Association" means the Public Service Association and the Professional Officers' Association Amalgamated Union of New South Wales.

- (iv) "Department" means the NSW Agriculture, as specified in Schedule 1 of the *Public Sector Management Act* 1988. On 1 July 2004, NSW Agriculture was amalgamated as part of the formation of NSW Department of Primary Industries, as specified in Schedule 1 Departments of the *Public sector Employment and Management Act* 2002.
- (v) "Regulation" means the Public Sector Management (General) Regulation 1996, as amended.
- (vi) "PEO" means the Public Employment Office.
- (vii) "Service" means continuous service for salary purposes.
- (viii) "Job Evaluation" means a methodology agreed to between the parties to grade Technical Staff under this Award.
- (ix) "Member of staff" for the purposes of this Award, means a person employed as an officer on probation or officers, employed in any capacity under the provisions of Part 2.3 of the Act, or a temporary employee employed under S. 27 of the Act, who are classified under this Award, and employed in either a casual, part-time or full-time capacity.
- (x) "Position" means a position as dealt with in Section 9 of the *Public Sector Employment and Management Act* 2002.
- (xi) "Salary Rates" means the ordinary time rate of pay for the member of staff's grading, excluding shift allowances, weekend penalties and all other allowances not regarded as salary.
- (xii) "Normal Work" as defined in subclause (viii) of clause 10, of is defined as the duties and responsibilities relevant to the Statement of Duties, or Position Description, of a member, or members, of staff, at the time of a Grievance, Dispute or Difficulty.
- (xiii) "Technical Assistant" means an officer or employee who holds the New South Wales School Certificate or its equivalent that is required for employment in any of the positions covered by the provisions of this Award.
- (xiv) "Technical Co-ordinator" means an officer or employee whose experience and expertise allows them to accept responsibility for the supervision and co-ordination of technical activities in a technical section or work unit and is appointed to a position designated as such.
- (xv) "Technical Manager" means an officer or employee who is appointed to a position designated as such.
- (xvi) "Technical Officer" means an officer or employee who holds:
  - (a) completion of a Biological Technicians Certificate, Chemistry Certificate Course, or the Pathology Technician Certificate Course from TAFE, a relevant Diploma from TAFE requiring a minimum of two years' full-time study or other qualification deemed by the Department to be equivalent; or
  - (b) a trade qualification plus 5 years relevant post trade experience that is required for employment in any of the positions covered by the provisions of this Award; or,
  - (c) a Library Technician Certificate from TAFE or other qualification deemed by the Department to be equivalent.
- (xvii) "Technical Staff" means all members of staff employed to provide technical contributions to the achievement of the Department's corporate goals.

### 3. Salaries

- (i) Subject to the provisions of the *NSW Public Sector Employment and Management Act 2002* and the Regulations thereunder, the rates of salary as set out in Table 1 - Salaries, of Part B, Monetary Rates shall be paid to members of staff appointed to the positions specified.

### 4. Saving of Rights

- (i) At the time of making of this Award, no member of staff covered by this Award will suffer a reduction in their rate of pay or any loss or diminution in his or her conditions of employment as a consequence of the making of this Award.
- (ii) Should there be a variation to the Crown Employees (Public Sector Salaries - January 2002 ) Award, or an Award replacing it, during the term of this award, by way of salary increase, or other benefit to the public service, this award shall be varied to give effect to any such salary increase, or other benefit, from the operative date of the variation of the former award, or replacement awards.

### 5. Progression Criteria

- (i) A Technical Assistant who has been in receipt of the maximum salary prescribed for their grade for 12 months shall be eligible for progression to the next grade, up to and including Grade 3, subject to satisfying the merit progression criteria.
- (ii) A Technical Officer, who has been in receipt of the maximum salary prescribed for their grade for 12 months shall be eligible for progression to the next grade, up to and including Grade 3, subject to satisfying the merit progression criteria.
- (iii) Technical Manager positions shall be included at substantive levels, Grade 3, Grade 4 and Grade 5, with promotion into such positions being by appointment subject to the occurrence of a vacancy.

### 6. Transitional Arrangements

Members of staff who are transposed into the new salary/grading structure and who do not suffer any financial disadvantage will transfer to their new salary point with their incremental date being the operative date of this Award.

Those members of staff who transpose to an identical salary point upon transfer and who have already completed a period of 12 months on that salary point will move to the next highest salary point within that grade. The member of staff's increment date will also be the operative date of this Award.

- (i) Assistant Library Technician and Library Technician

Subject to the provisions of this Award, the salaries of Assistant Library Technicians and Library Technicians employed in this Department at the operative date of this Award and presently paid in accordance with and by reference to the positions specified in the Library Technicians and Assistant Library Technicians: State Library of NSW and Department of Technical and Further Education Agreement No: 2328 of 1981, shall be adjusted as follows from the operative date of this Award.

Year of Service Immediately Prior to Operative			Reclassification and adjustment of salary		
Date of Award			from Operative Date of Award		
Assistant Library Technician		SP	Technical Assistant		SP
Grade 1	Year 1	18	Grade 1	Year 1	26
Grade 1	Year 2	21	Grade 1	Year 1	26
Grade 1	Year 3	24	Grade 1	Year 1	26
Grade 1	Year 4 & T/A	28	Grade 1	Year 2	29

Assistant Library Technician		SP	Technical Assistant		SP
Grade 2	Year 1	31	Grade 1	Year 3 &	33
				T/A	
Grade 2	Year 2	35	Grade 2	Year 1	36
Grade 2	Year 3	38	Grade 2	Year 2 &	39
				T/A	
Grade 2	Year 4 & T/A	41	Grade 3	Year 1	43
			Grade 3	Year 2 &	46
				T/A	
Library Technician		SP	Technical Officer		SP
	Year 1	44	Grade 1	Year 1	46
	Year 2	47	Grade 1	Year 2	50
	Year 3	49	Grade 1	Year 2	50
	Year 4	53	Grade 1	Year 3	53*
			Grade 1	Year 4 &	56
				T/A	

\* Employee will progress to Year 4 & T/A rate if he/she has been on SP53 for 12 months or more as at the operative date of the Award.

(ii) Cereal Technicians and Senior Cereal Technicians

Subject to the provisions of this Award, the salaries of Cereal Technicians and Senior Cereal Technicians employed in this Department at the operative date of this Award and presently paid in accordance with and by reference to the positions specified in the General Division, Various Departments Agreement No: 2368 of 1982, in respect of the Department of Agriculture shall be adjusted as follows from the operative date of this Award:

Year of Service Immediately Prior to			Reclassification and adjustment of salary from		
Operative Date of					
Award			Operative Date of Award		
		SP	Technical Assistant		SP
Cereal Technician					
Grade 1	Year 1	31	Grade 1	Year 3 & T/A	33
Grade 1	Year 2	35	Grade 2	Year 1	36
Grade 1	Year 3	39	Grade 2	Year 2	39*
Grade 1	Year 4	42	Grade 3	Year 1	43
Grade 1	Year 5 & T/A	45	Grade 3	Year 2 & T/A	46
Cereal Technician			Technical Officer		SP
Grade 2	Year 1	52	Grade 1	Year 3	53
Grade 2	Year 2	56	Grade 1	Year & T/A	56*
Grade 2	Year 3	60	Grade 2	Year 1	64
Grade 2	Year 4 & T/A	63	Grade 2	Year 1	64
Senior Cereal Technician			Technical Officer		SP
	Year 1	66	Grade 2	Year 2	67
	Year 2	69	Grade 2	Year 3	70
	Year 3 & T/A	71	Grade 2	Year 4 & T/A	76

\* Employee will progress to the salary point immediately above their existing one if he/she has been on that SP for 12 months or more as at the operative date of the Award and he/she is able to address the relevant progression criteria.

### **7. Allowances**

- (i) A member of staff who is appointed as a Technical Co-ordinator will be paid an allowance as set out in Item 1 of Table 2 - Allowances of Part B Monetary Rates from the date of their appointment. The allowance will be part of the member of staff's salary for all purposes and will be adjusted in accordance with any variations applied commensurate with this Award. The allowance will also be superable.
- (ii) Members of staff will be appointed to the role of Technical Co-ordinator for periods of up to two years with future appointees to be determined by merit selection through internal advertisement within the Department.

### **8. Hours of Work**

- (i) Both full-time and part-time members of staff, subject to Departmental convenience, will work a flexible working hours arrangement in accordance with the NSW Agriculture Flexible Working Hours Agreement 2000 which is a co-lateral arrangement under Clause 10, Local Arrangement of the Crown Employees (Public Service Conditions of Employment) 2002 Award.
- (ii) Members of staff cannot be required to work more than 5 hours in one continuous period without an unpaid meal break of at least 30 minutes.

### **9. Job Evaluation**

- (i) Positions classified as Technical Staff shall be graded in accordance with the accredited Job Evaluation methodology agreed by the Department, PEO and Association.
- (ii) The grading of Technical Staff positions shall be carried out in consultation between the Department and Association using the Department's Joint Consultative Committee. This Committee shall be the forum for negotiation and consultation on the operation of the Department's Job Evaluation methodology during the operation of this Award.
- (iii) Positions will be evaluated and graded from time to time in the following circumstances:
  - (a) where the nature of a position is significantly changed, or a new position is created;
  - (b) where a position falls vacant, the Department can determine whether it is necessary to evaluate and grade the position prior to advertising the vacancy;
  - (c) at the request of any party to this Award provided that the position occupied by the member of staff has not been evaluated and graded for a minimum of 12 months.
- (iv) Where a member of staff's position is evaluated as falling within a lower or higher grading than that to which the member of staff is presently appointed, then the Department:
  - (a) will examine the feasibility of initiating work redesign changes to the position in order to seek to justify the position's salary range at its existing grading level; or
  - (b) adhere to existing statutory and related Public Service policies on filling regraded positions if initiating action under subclause (a) is determined to be inconsistent with maintaining Department efficiency, or otherwise impracticable.

### 10. Dispute Handling Procedures

All grievances, disputes, or difficulties relating to the provisions of this Award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the Department, if required.

- (i) A member of staff is required to notify (in writing or otherwise) their immediate supervisor or manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible state the remedy sought.
- (ii) Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti Discrimination ACT 1977*) that makes it impractical for the staff member to advise their immediate manager, the notification may occur to the next appropriate level of management, including where required, to the Department Head or delegate.
- (iii) The immediate supervisor or manager shall convene a meeting in order to resolve the grievance, dispute or difficulty within two days, or as soon as practicable, of the matter being brought to attention.
- (iv) If the matter remains unresolved with the immediate supervisor or manager, the member of staff may request to meet with the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) days, or as soon as practicable. This sequence of reference to successive levels of management may be pursued by the member of staff until the matter is referred to the Director-General.
- (v) In the event that the matter remains unresolved, the Director-General or his nominee shall provide a written response to the member of staff and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reasons for not taking action, in relation to the matter.
- (vi) A member of staff may request to be represented by an Association representative.
- (vii) The member of staff or Association on their behalf, or the Director-General may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- (viii) The member of staff, Association, Department and PEO shall agree to be bound by any lawful recommendation, order or determination by the New South Wales Industrial Relations Commission in relation to the grievance, dispute or difficulty.
- (ix) Whilst the procedures are being followed, normal work undertaken prior to notification of the grievance or dispute shall continue unless otherwise agreed between the parties, or, in the case of a dispute involving Occupational Health and Safety. If practicable, normal work shall proceed in such a manner to avoid any risk to the health and safety of any officer, or member of the public.

### 11. Appeals Mechanism

- (i) An officer of the Department shall have the right to appeal any decision made by the Department in relation to their performance assessment review or in relation to promotion on merit from one grade to another where this is available under the provisions of this Award.
- (ii) Officers shall submit a written submission outlining their case to the Director, Human Resources within 28 days of the decision being appealed.
- (iii) The Director, Human Resources shall constitute an appeals committee made up of one Management representative, an Association representative and one peer that is acceptable to both Management and the Association.



- (iv) The appeal shall be heard within 28 days of it being lodged and the recommendation of the committee shall be forwarded to the Director-General or nominee for approval.
- (v) The decision of the Director - General or nominee shall be forwarded to the officer concerned within 7 working days of the appeal being heard.
- (vi) This appeal mechanism shall not cover matters that are dealt with by the NSW Industrial Commission or the Government and Related Employees Appeals Tribunal.

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

## 13. Conditions of Employment

The employment conditions, other than those prescribed specifically within this Award and associated with those members of staff covered by this Award shall be determined in accordance with the Crown Employees (Public Service Conditions of Employment) 2002 Award.

## 14. Association Subscriptions

The Department agrees to deduct Association membership subscriptions from those members of staff who provide, or have provided, the Department with the appropriate salary deduction authorisation, and further

agrees to forward such deductions to the Association on a fortnightly basis, or as otherwise agreed between the parties.

### 15. Area, Incidence and Duration

- (i) The Award shall apply to each member of staff described as a Technical Staff employee in Clause 2, Definitions, and shall take effect from the first full pay period to commence on or after 19 November 2001 and shall remain in force thereafter for a period of 12 months.
- (ii) This Award is made following a review under Section 19 of the *Industrial relations Act* 1996, and rescinds and replaces the Crown Employees (Technical Staff - NSW Agriculture) Award published 17 May 2002 (333 I.G. 534).
- (iii) The changes made to this 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 Award made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 5 October 2004.
- (iv) The Award remains in force until varied or rescinded, the period for which it was made having already expired.

## PART B

### MONETARY RATES

**Table 1 - Salaries**

(A) Full-time - Technical Assistant:

Junior	Per annum \$	SP
Under 17	16,566	n/a
Age 17	19,879	n/a
Age 18	23,192	n/a
Age 19	26,506	n/a
Age 20	29,819	n/a
Grade 1		
1st Year	33,132	26
2nd Year	34,027	29
3rd Year & T/A	35,209	33
Grade 2		
1st Year	36,190	36
2nd Year & T/A	37,221	39
Grade 3		
1st Year	38,627	43
2nd Year & T/A	39,594	46

### Technical Officer

	\$ Per annum	SP
Grade 1		
1st Year	39,594	46
2nd Year	41,153	50
3rd Year	42,254	53
4th Year & T/A	43,449	56
Grade 2		
1st Year	47,023	64
2nd Year	48,468	67

3rd Year	49,869	70
4th Year & T/A	52,827	76

Grade 3		
1st Year	55,415	81
2nd Year	57,057	84
3rd Year	58,796	87
4th Year & T/A	61,158	91
Grade 4		
1st Year	63,707	95
2nd Year	65,731	98
3rd Year	67,040	100
4th Year & T/A	68,968	103
Grade 5		
1st Year	71,723	107
2nd Year	73,871	110
3rd Year & T/A	76,045	113

## (B) Part-Time Hourly Rate Formulae

Annual Salary	1	
52.17857143	35	1 hours pay
x		

**Table 2 - Allowances**

Item No.	Clause No.	Brief Description	Amount \$
1	7 (i)	Technical Co-ordinator Allowance	1,778 pa

R. W. HARRISON *D.P.*

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(1772)

**SERIAL C3478****ADECCO - NUW (NSW) CONSENT AWARD 2004**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by National Union of Workers, New South Wales Branch, industrial organisation of employees.

(No. IRC 5007 of 2004)

Before Commissioner O'Neill

16 September 2004

**AWARD**

Clause No.	Subject Matter
1.	Title
2.	Preamble
3.	Definitions
4.	Enterprise Flexibility Provisions
5.	Training
6.	Provision of Information
7.	Union Membership
8.	Area, Incidence and Duration
9.	Superannuation
10.	Savings
11.	Employee Counselling Procedure
12.	Occupational Health & Safety
13.	Certification of Service
14.	Distribution and Introduction of this Consent Award
15.	No Extra Claims Commitment
16.	Disputes Procedure
17.	Basis of Agreement
18.	Signatories

**1. Title**

This Consent Award shall be known as the Adecco - NUW (NSW) Consent Award 2004.

**2. Preamble**

This Consent Award is designed to formalise the relationship between the Company and the National Union of /workers, New South Wales Branch.

**3. Definitions**

"Award" means an award (of the Industrial Relations Commission of New /South Wales or the Australian Industrial Relations Commission) to which the Union is party, that applies to a work site of a Client at which an Employee is working, in circumstances where if the Employee was an employee of that Client, that award would apply to the Employee's employment.

"Agreement" means an agreement made under the *Industrial Relations Act* (NSW) or the *Workplace Relations Act* 1996 that:

- (a) was assessed by the NSW Industrial Relations Commission or the Australian Industrial Relations Commission for the purposes of no net detriment or the no disadvantage test;
- (b) applies to a work site of a client of the Company at which an Employee is working in circumstances where if the Employee was an employee of the client, that agreement would apply to the Employee's employment.

"Minimum Conditions of Employment" means that the Company shall reflect the following (as would be applicable to the Client's employees engaged to perform the same work as the employee):

- (a) the rates of pay as specified in the Agreement or Award
- (b) the casual loading as specified in the agreement or the Award
- (c) the spread of hours and working patterns as specified in the agreement or the Award (including, but not limited to, ordinary hours of work, shift work, overtime and penalty rates for working on public holidays or Sundays); and
- (d) all relevant allowances as specified in the Agreement or the Award.

"Union" means National Union of Workers, New South Wales Branch

"Client" means any entity which has entered into a contract with the Company for the supply of its labour.

"Company" means Adecco Industrial Pty. Limited (ACN 39 004 366 634), and Adecco Prime Pty. Ltd (ACN 25 003 160 843).

"Employee" means an Employee of the Company who is engaged to perform work under this Consent Award at a Client's workplace. An Employee can be engaged as a casual, part time or full time basis.

"Parties to this Consent Award" means the Company and the Union.

#### **4. Enterprise Flexibility Provisions**

##### **4.1 Site Agreements:**

- (a) All employees covered by this Consent Award will be entitled to the Minimum Conditions of Employment binding upon the Client.
- (b) Further to 4.1(a), (and to avoid uncertainty), the Company will pay its Employee the site rate of pay, that is the rate of pay that would be payable to the Employee had the Employee been directly employed by the client.

#### **5. Training**

The Parties to this Consent Award recognise that in order to increase the efficiency, productivity and competitiveness of Adecco a commitment to training and skilled development is required. Accordingly, the parties commit themselves to:

- (a) Developing a more highly skilled and flexible workforce that is essential to the Client's needs;
- (b) Providing Employees with career opportunities through access to appropriate training to acquire the additional skills as required by the Company and the Client.
- (c) Where appropriate, utilise industry traineeship programs to provide genuine career prospects for people in the industry.

## **6. Provisions of Information**

Upon request from the Company, the Union undertakes to make best endeavours to provide the following information:

- (a) Whether a site is an NUW site.
- (b) The existing site rates, terms and conditions
- (c) The appropriate Award coverage

## **7. Union Membership**

- 7.1 The Company shall deduct Union membership fees (not including fines or levies) from the pay of any Employee, provided that:
- (a) the Employee has authorised the Company to make such deductions in accordance with sub-clause 12.2 herein;
  - (b) the Union shall advise the Company of the amount to be deducted for each pay period applying at the Company's workplace and any changes to that amount; and
  - (c) deduction of Union membership fees shall only occur in each pay period in which payment has or is to be made to an Employee.
- 7.2 The Employee's authorisation shall be in writing and shall authorise the deduction of an amount of Union fees (including any variation in that fee effected in accordance with the Union's rules) that the Union advises the Company to deduct. Where the Employee passes any such written authorisation to the Union, the Union shall not pass the written authorisation on to the Company without first obtaining the Employee's consent to do so. Such consent may form part of the written authorisation.
- 7.3 Monies so deducted from Employees' pay shall be remitted to the Union on a monthly basis, together with all necessary information to enable the reconciliation and crediting of subscriptions to Employees' membership accounts, provided that where the Company has elected to remit on a monthly basis, the Company shall be entitled to retain up to 2.5 per cent of the monies deducted.
- 7.4 Where an Employee has already authorised the deduction of Union membership fees in writing from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the Employee to make a fresh authorisation in order for such deductions to commence or continue.
- 7.5 The Union shall advise the Company of any change to the amount of membership fees made under its rules, provided that this does not occur more than once in any calendar year. Such advice shall be in the form of a schedule of fees to be deducted weekly. The Union shall give the Company a minimum of two months' notice of any such change.
- 7.6 An Employee may at any time revoke in writing an authorisation to the Company to make payroll deductions of Union membership fees.
- 7.7 The company shall advise all non-union employees that a union bargaining fee of \$7.00 per week is payable to the union. The company shall also advise all new employees prior to commencing work for the company that a union bargaining fee of \$7.00 per week is payable to the union. The company will provide to all new employees an authority to deduct the union bargaining fee from their wages before commencement of employment.

- 7.8 Where an Employee who is a member of the Union and who has authorised the Company to make payroll deductions of Union membership fees resigns his or her membership of the Union in accordance with the Rules of the Union, the Union shall inform the Employee in writing of the need to revoke the authorisation to the Company in order for payroll deductions of union membership fees to cease.

#### **8. Area Incidence and Duration**

- (a) This Consent Award is binding on:

National Union of Workers, NSW Branch

Adecco Industrial Pty. Ltd. and Adecco Prime Pty. Ltd.

All Employees of the Company engaged in NSW, whether members of the Union or not, engaged at recognised Union sites where the Union has in place a site specific enterprise Agreement or Award (as defined)

- (b) This Consent Award shall operate from 16 September 2004 and shall continue to operate for a period of two years and thereafter until rescinded or replaced.
- (c) This Consent Award shall apply to all Employees of the Company in the State of New South Wales who are engaged by the Company to comprise part or all of the Client's workforce where the terms and conditions of that client's workforce are regulated by an Award or Agreement.

#### **9. Superannuation**

Contributions in line with the Superannuation Guarantee Act, shall be made. All employees shall have their superannuation paid to the Labour Union Co-operative Retirement fund (LUCRF)) in situations where Employees are already a member of an SGL approved fund, that existing fund shall be acceptable.

#### **10. Savings**

No Employee shall suffer any overall reduction in wages and/or conditions as a result of the making of this Consent Award.

#### **11. Employee Counselling Procedure**

An hourly or casual Employee can be terminated for the following reasons:

Lack of available work

Poor performance

Due to disciplinary reasons (up to and including summary dismissal).

Where a casual Employee's employment is terminated due to lack of available employment, the employee will be listed with the Company as a candidate for future employment. This includes where an Employee is no longer required at a particular site by a Client.

Where a casual Employee is terminated due to disciplinary reasons including summary dismissal, the Employee will not be listed as a candidate for future employment and will have their name removed from being available for work through the company.

In order to remove an Employee's name as a Candidate for future employment in circumstances other than those that warrant summary dismissal, Adecco shall counsel and issue appropriate warnings to Employees prior to termination.

Each formal warning shall be in writing.

Before the Employee is counselled or given a warning by a representative of the Company, they shall be advised that they are entitled to have an official of the Union present as a witness.

Provided that nothing appearing above shall prevent or restrict Adecco removing an Employee from a workplace at the request of the client.

## **12. Occupational Health and Safety**

The Company's policy in the area of Occupational Health and Safety is an important part of its commitment to providing all clients with a high quality, efficient and cost effective service.

The Company considers that having a safe working environment is essential and accordingly its policy is that as far as is reasonable and practical all employees of its workforce will conduct themselves in such a manner that the safety of everyone with whom they work is enhanced by their presence.

To achieve this, the Company's policy is to use compliance with the applicable Occupational Health and Safety laws is not just a matter of legal obligation, but as a guide to achieving a better and safer workplace.

The Company will provide OH&S supervision which will identify unsafe work practices/environments within client operations where an on site manager is on site.

The Company will provide training in Occupational Health and Safety to all employees as required by the Client, or in accordance with its OH&S obligations.

## **13. Certification of Service**

Where practicable, a Certificate of Service will be provided by the company at the request of a terminating Employee specifying the period of the employment and the classification level of work performed by the Employee.

## **14. Distribution and Introduction of This Consent Award**

The National Union of Workers NSW Branch and the Company will ensure that all Union Officials and Shop Stewards are made aware of the existence and provisions of this Consent Award and all shall be provided with a copy of the Consent Award upon request.

## **15. No Extra Claims Commitment**

The Parties to this Consent Award undertake that they will not make or pursue any other claims relating to terms and conditions of employment during the life of the consent award.

## **16. Disputes Procedure**

- (a) Any disputes arising out of employment shall be referred by the shop steward or an individual employee to the Company representative appointed for this purpose.
- (b) Failing settlement at this level between the Company Representative and the Shop Steward on the job, the Shop Steward shall refer the matter to the Union organiser who will take the matter up with the Company.
- (c) All efforts shall be made by the company and the Union Organiser to settle the matter but failing settlement the Union organiser shall refer the dispute to the Union Secretary and the Company shall refer the dispute to the Company's group ER Manager (or his nominated representative).
- (d) During the discussions the status quo shall remain and work shall proceed normally. Status quo shall mean the situation existing immediately prior to the dispute or the matter giving rise to the dispute.



- (e) Where the parties have followed the procedures set out in 18(a) to (c), yet have failed to resolve the matter in dispute, then either party shall have the right to notify the dispute to the Industrial Registrar.

### **17. Basis of Agreement**

The parties entered this consent award freely and without duress.

### **18. Signatories**

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Signed for and on behalf of the  
NATIONAL UNION OF WORKERS  
(NEW SOUTH WALES BRANCH)

Date:

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Signed for and on behalf of  
ADECCO INDUSTRIAL PTY. LTD.  
ADECCO PRIME PTY. LTD.

Date:

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B. W. O'NEILL, Commissioner.

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Printed by the authority of the Industrial Registrar.

(1727)

**SERIAL C3212****FRESH START BAKERIES AUSTRALIA PTY LIMITED (NSW)  
ENTERPRISE AWARD 2004**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Australian Liquor, Hospitality and Miscellaneous Workers Union, New South Wales Branch, an industrial organisation of employees.

(No. IRC 5284 of 2004)

Before Mr Deputy President Sams

21 September 2004

**AWARD****PART A**

## Section 1:

## Preamble

Clause No.	Subject Matter
1.	Title
2.	Statement of Intent
3.	Parties, Area, Incidence and Duration

## Section 2:

## Conditions of Employment

4. Contract of Employment
5. Hours of Work
- 5a. Procedure for Introduction of Shifts Over 10 Hours  
Etc.
- 5b. Flexible Leave Bank System
6. Meals
7. Shift Work
8. Overtime
9. Payment of Wages

## Section 3:

## Leave

10. Holidays
11. Annual Holidays
12. Annual Holiday Loading
13. Long Service Leave
14. Sick Leave
15. Jury Service
16. Bereavement Leave

## 17. Personal/Carer's Leave

## Section 4:

## Classifications and Remuneration

- 18. Rates of Pay
- 19. Pre Existing Rate of Pay
- 20. Other Rates and Allowances

## Section 5:

## Human Resources

- 21. Settlement of Disputes and Grievances
- 22. Sickness and Accident Insurance
- 23. Occupational Superannuation
- 24. Redundancy
- 25. Uniforms
- 26. Occupational Health & Safety
- 27. Anti-Discrimination
- 28. Consultative Committees
- 29. Labour Hire Employees
- 30. Leave Reserved
- 31. Right of Entry and Delegates' Rights
- 32. Salary Packaging
- 33. Skills Review

## PART B

- Appendix 1 - Wage Rates
- Appendix 2 - Other Rates and Allowances
- Appendix 3 - Buns Classifications

**Clause 1: Title**

This Award shall be known as the Fresh Start Bakeries Australia Pty Limited (NSW) Enterprise Award 2004.

**Clause 2: Statement of Intent**

This Award reflects a joint commitment by the company, its employees and the Union to provide workplace and employment conditions under which the services of Fresh Start Bakeries Australia Pty Limited (New South Wales) can be delivered in an efficient, flexible and profitable manner.

In particular, the intent of the parties is to:

utilise the terms of this Award in a constructive, managed and co-operative manner in order to ensure a workplace that reflects industry best practice and supports the long term viability of the Enterprise, and hence the employment security of the employees.

increase the domestic competitiveness of the Enterprise by achieving significant and on going improvement in efficiency, productivity, workplace flexibility and quality of products and services.

increase job scope, ensure job satisfaction and the quality of working life of the employees.

provide broader career paths for all employees based on skills and competencies and the

contribution they make to the business performance.

ensure the development of participative management/employee decision making processes which support the contribution of employees on all work related issues.

provide high standards of Occupational Health and Safety, equality of employment and exclusion of discrimination in any form.

recognise that the company has the right to make changes to its operations in the best interests of the business.

### **Clause 3: Parties, Area, Incidence and Duration**

- (i) The parties to this Award are Fresh Start Bakeries Australia Pty Limited ("the Company") and the Australian Liquor, Hospitality and Miscellaneous Workers Union , NSW Branch ("Union").
- (ii) This Award shall apply to all apprentices to trades declared for the purposes of the *Apprenticeship and Trainee Act* 2001 by the Industrial and Commercial Training {Declared Trades and Declared Callings} Orders, 2001 and to all other classes of employees of Fresh Start Bakeries Australia Pty Limited within the jurisdiction of the following Conciliation Committees ("employees"):

Baking Industry (State) Conciliation Committee

Engineers, &c. (State) Conciliation Committee, the Boilermakers, &c. (State) Conciliation Committee and the Sheet Metal Workers, &c. (State) Conciliation Committee

Electricians, &c. (State) Conciliation Committee

Clerical and Administrative Employees (State) Conciliation Committee

provided that employees whose terms and conditions of employment are governed by any of the following Awards:

Metal & Engineering Industry (New South Wales) State Award

Electricians (State) Award

Clerical and Administrative Employees (State) Award

shall continue to have their terms and conditions of employment governed by those Awards except that the following clauses of this Award shall apply to those employees in lieu of any like clauses in the Awards nominated above and that no payments or increases to rates of pay, other than those specified in this Award, shall be paid to those employees.

Clause 2 - Statement Of Intent

Clause 5B - Flexible Leave Bank

Clause 18 (i) - Rates of Pay

Clause 22 - Sickness & Accident Insurance

Clause 25 - Redundancy

- (iii) This Award shall take effect from 1 September 2004 and shall remain in force until 31 May 2006.
- (iv) Subject to sub-clause (ii) above, this Award shall operate in lieu of and wholly replace any other award that might otherwise govern the terms and conditions of employment of the employees.

- (v) The parties agree that no later than three (3) months prior to the expiration of this Award, discussions shall commence regarding the desirability and content of a future Award.

#### **Clause 4: Contract of Employment**

##### **(I) Contract Of Employment**

###### **(a) Full Time Employment**

- (i) Full Time employees are those regularly engaged for no less than an average of 38 ordinary hours per week and no more than an average of 40 ordinary hours per week. A full-time employee shall not be required to work as a part-time employee unless otherwise agreed.

###### **(b) Part-time Employees**

Part-time employees shall be engaged to work a regular number of hours per week under a written agreement. Subject to the exceptions permitted under this clause, each employee's written agreement shall specify the days of the week upon which ordinary hours are to be worked, the number of ordinary hours to be worked on each of those days. This written agreement may be varied at any time, either for an indefinite or specified period, by agreement between the employer and the employee directly concerned, subject to the limitations and procedures specified below:

- (i) Ordinary hours for part time employees shall be between an average of twelve (12) and thirty six (36) ordinary hours per week, inclusive. Provided that part time employees may work full-time for defined periods by agreement under the provisions of subclause (iv) of this clause.
- (ii) Part-time employees on any form of paid leave prescribed by this Award shall be paid the amount which they would have been paid for ordinary hours on the day if they had worked.
- (iii) Subject to this sub-clause, all provisions of this Award shall apply to part-time employees on a proportional basis.
- (iv)
  - (a) Subject to (b) below, variations to employees' part time employment arrangements may be made by a further written agreement, specifying the hours, days, duration and commencement date and signed by the employee/employer. A copy will be provided to the employee.
  - (b) Where ordinary hours are reduced, the employee will be advised in writing of the affect on earnings and other entitlements such as annual, sick and long service leave.
  - (c) Employees may refer any issues related to the variation of part time employment arrangements to their supervisor or union representative.
- (v) Except for the mechanisms outlined above for varying an employee's part time work agreement, an employee classified as part time, shall remain as such.

###### **(c) Casual Employees**

- (i) A casual employee shall mean an employee who is engaged as such and paid as such.

- (ii) A casual employee may be engaged in an emergency, to supplement weekly employees when weekly employees are not available or to meet seasonal production requirements. Subject to (b) (vii) of this Clause, any employee who is engaged for less than an average of twelve (12) hours per week shall be engaged as a casual employee.
- (iii) Subject to this sub-clause the provisions of this Award shall apply to a casual employee save and except the following clauses:

Clause 4(i)(i)	Notice of Termination
Clause 5B	Flexible Leave Bank
Clause 10	Holidays
Clause 11	Annual Holidays
Clause 12	Annual Holiday Loading
Clause 14	Sick Leave
Clause 15	Jury Service
Clause 16	Bereavement Leave
Clause 17	Family Leave
Clause 25	Redundancy

- (iv) The ordinary hours of work shall not be less than 2 hours on any day nor more than 10 hours on any day.
- (v) Casual employees may be paid through the normal weekly pay process.

(d) Probationary Employment

- (i) A probationary period of three (3) months will be applied to all new employees, other than casuals. This probationary period shall commence from the date of engagement. During the probationary period, the employee's employment may be terminated by either the employee or the employer with the giving of two days notice.
- (ii) On commencing employment, probationary employees will be advised as to the performance standards expected of them and will be provided with adequate feedback through regular performance reviews during the period of probationary employment.
- (iii) If, during the period of probationary employment an employee resigns or is dismissed by the employer, the employee is required to surrender any company property in his/her possession, including any company uniforms issued at the commencement of employment. Should an employee fail to comply with this requirement, the cost of the uniforms or other property will be deducted from any monies due to the employee at the date of termination.
- (iv) Casual employees who are offered permanent employment shall have the period of their probationary employment reduced by the quantum of time employed as a casual.

(e) Fixed Term Employees

An employee may be engaged for a specified fixed term in order to meet peak or seasonal demands, for special projects, to cover longer term absences such as Parental Leave, or when a special need arises.

(f) Employment of Apprentices.

Apprentices shall be employed in accordance with the relevant provisions of the *Apprenticeship and Trainee Act 2001* and this Award. The following provisions shall apply in respect of apprentices, provided the allowances prescribed do not apply to adult apprentices where adult apprentices are paid in excess of the apprenticeship wage rates specified in this Award:

- (i) The period of apprenticeship for persons entering the trade of bread manufacturing shall be as set out in their Deed of Indenture. The nominal term being four years.
- (ii) An apprentice who gains a pass at the Stage 1 Examination of the trade or correspondence course shall be paid a margin as set out in Item 1 of Table 1 of Appendix 2 of Part B of this Award in addition to the award rate prescribed in this Award for the remainder of their term of apprenticeship commencing from the first pay period in the calendar year following the examination.
- (iii) An apprentice who completes successfully their full course in the bread manufacturing trade or correspondence course of technical training shall be paid a margin as set out in Item 2 of Table 1 of Appendix 2 of Part B in addition to the margin prescribed by paragraph (ii) of this sub-clause, and in addition to the Award rate prescribed within this Award for the remainder of their term of apprenticeship commencing for the first pay period in the calendar year following the examination.
- (iv) An apprentice who passes at all stages of the trade course in the period normally required for its completion and whose workshop performance is satisfactory shall, during the last six months of apprenticeship or the balance of apprenticeship whichever is the less, be paid at the rate, including shift penalty rates, prescribed for a tradesperson under this Award.
- (v) An apprentice, whose place of work and of residence are so situated that it is reasonably practicable for the apprentice to attend a college which conducts the trade course, shall attend such college for study in the trade course for the period necessary for him to qualify in the course and shall repeat any stage or any subject in a stage of the course which he/she has failed to complete satisfactorily; provided that an apprentice who, due to circumstances beyond his/her control, fails in any subject of the course, may continue with the course beyond the normal duration of the course if reports from the college show that satisfactory progress is being made; and provided further that an apprentice who fails in any stage of the course may progress to the next stage of the course if permitted to do so by the college under an arrangement approved by the Department of Technical and Further Education.
- (vi) The college fees for instruction of each apprentice shall be paid by the employer for each year of the trade course or correspondence course.
- (vii) Any apprentice who is given time off during ordinary working hours for the purpose of attending at a college for instruction and fails to so attend shall not be paid for such time off.
- (viii) An employer shall reimburse to an apprentice all fares reasonably incurred in attending the college.
- (ix) An employer shall co-operate with the technical college in the training of an apprentice in the manner recommended by the technical college.
- (x) An apprentice who is not obliged to attend the trade course in accordance with sub-clause (v) of this clause shall study the trade course by correspondence, as conducted by the College of External Studies of the Department of Technical and Further Education. For the purpose of taking full advantage of the instruction by correspondence, the apprentice to whom this subclause shall apply, during ordinary working hours, shall study to carry out assignments of this course for two hours each week, and the employer shall pay such apprentice his wage and shift penalty rates during such time.
- (xi) During each stage of the correspondence course referred to in paragraph (viii) of this sub-clause, the apprentice shall attend a technical college for training for such period as is required from time to time by TAFE, provided that satisfactory progress has been made

with correspondence lessons. Such attendances shall not be undertaken during the period of annual leave, and the employer shall pay all fees, fares and reasonable accommodation expenses in connection with the training for each period of four weeks not otherwise made by the Government of NSW.

(ii) Termination Of Employment

(a) Notice of Termination by Employer

(i) The employer must not terminate an employee's employment unless:

- (a) the employee has been given either the period of notice required by subsection (ii) below, or compensation instead of notice; or
- (b) the employee is guilty of serious misconduct, that is, misconduct of a kind such that it would be unreasonable to require the employer to continue the employment during the notice period.

(ii) The required period of notice shall be:

Employees period of continuous service with the Employer	Period of notice:
Not more than 1 year	1 week
More than 1 but not more than 3 years	2 weeks
More than 3 years but no more than 5 years	3 weeks
More than 5 years	4 weeks

The period of notice is increased by one week if the employee is over 45 years old and has completed at least 2 years continuous service with the employer.

(iii) Payment in lieu of notice shall be made if the appropriate notice period is not given. If appropriate, part of the period may be worked out, and the remainder shall be paid out.

(b) Notice of Termination by Employee

Employment may be terminated by the employee by giving one week's notice to the employer, at any time during the week, or by the forfeiture of one week's wages in lieu thereof.

(c) The period of notice may be waived with the mutual agreement of both parties.

(d) When employment is terminated, wages and any other payments due shall be paid at the completion of the last week of employment.

(e) Except when absent on approved paid leave, an employee not attending for duty shall lose pay for the actual time of such non-attendance.

**Clause 5: Hours of Work**

(i) The ordinary hours of work for employees other than part-time employees shall not be less than an average of thirty eight (38) per week, nor exceed an average of forty (40) per week. Rostered ordinary hours of work shall not exceed fifty (50) in any seven day period.

(ii) The ordinary hours of work for part-time employees shall be as provided in Clause 4(b).

(iii) The ordinary hours of work prescribed herein may be worked on any day Sunday to Saturday.



- (iv) Subject to Clause 5A below, the ordinary hours of work shall be worked on not more than five consecutive days per week provided that by agreement between the employer and the majority of employees affected, the ordinary hours of work may be worked over non-consecutive days of the week.
- (v) Subject to Clause 5A below, the ordinary daily hours of work shall be:
  - (a) for full-time employees, not less than six (6) hours nor more than 10 hours per day;
  - (b) for part-time employees, not less than four (4) hours nor more than 10 hours per day.
  - (c) for casual employees, not less than two (2) hours nor more than 10 hours per day.
- (vi) Circumstances may arise where different work rosters will apply to various groups or sections of employees in the factory or establishment concerned.
- (vii) Other than in circumstances provided for in Clause 4(i)(b)(iii), the ordinary hours of work prescribed herein shall be worked continuously except for meal breaks. Provided further that an unpaid meal break given and taken in accordance with the provisions of Clause 6, Meals, of this Award shall not cause any single shift of work to be treated as two separate shifts for any purposes of this Award.
- (viii) Crib Breaks for Delivery Drivers

Where an employee is engaged as a Delivery Driver, hours of work shall be rostered to provide for a paid crib break of not less than twenty minutes, which shall be counted as time worked.
- (ix) An employee engaged as a dockhand, who is required to carry out driving duties for at least three (3) hours in any one shift shall be entitled to a paid twenty (20) minute crib break.

**Clause 5A: Procedure for the Introduction of Shifts Over 10 Hours or Over More Than 5 Successive Shifts**

Flexibility in the designated patterns of work will optimise work effectiveness, offer the Company greater opportunities to respond to market and customer requirements and provide employees with greater scope for balancing work and family commitments. The parties to this Award are committed to the following procedure for the introduction of shifts in excess of ten hours and up to twelve hours, and/or of rosters incorporating more than five successive working days.

- (i) The Company will provide information on the causes of and nature of the proposed changes including Occupational Health and Safety considerations and all aspects of the proposed change will be fully discussed with all affected employees.
- (ii) No roster will be introduced under the provisions of this clause unless each employee required to work under the proposed new roster agrees to its introduction. Furthermore, no roster will be introduced under the provisions of this clause where doing so would make it economically and/or organisationally non-viable for those employees in the affected section who wish to do so to continue working under their current roster/s.
- (iii) The change will be reviewed at the end of an agreed period. This review will include Occupational Health & Safety considerations.
- (iv) Each roster shall provide an average of at least two rest days for each seven days covered by the full roster cycle, with each rest period normally being a minimum of two consecutive days.
- (v) A twenty minute paid crib break is to be taken between the eighth and tenth hours of any twelve hour shift at time mutually agreed between the employees and the company
- (vi) Any dispute arising from these arrangements shall be processed through the Settlement of Grievances and Disputes procedure outlined in Clause 21 of this Award.

- (vii) Following the review of new arrangements, new employees may be engaged under the above work roster arrangements provided that the roster details are provided prior to the acceptance of the position.
- (viii) The Union shall be provided with full details when such rosters are implemented.

#### **Clause 5B: Flexible Leave Bank System**

The intention of the Flexible Leave Bank System is to provide permanent employees with paid time off to attend to personal or other matters, and to provide greater choice to employees for the taking or cashing in of accumulated hours worked. The principles of the Flexible Leave Bank System are as follows:

- (i) Credits for the Flexible Leave Bank will accrue by deducting 5% from each employee's ordinary time Award wages (inclusive of all ordinary time penalties and all purpose allowances but exclusive of overtime payments) and by crediting the amount deducted to the employee's Flexible Leave Bank.
- (ii) An employee and his/her supervisor may mutually agree to the taking of Flexible Leave at any time, for any purpose, and over any desired period.
- (iii) Where mutual agreement cannot be reached then, subject to sub-clause (vii) below, leave of one or more complete days, up to the amount accumulated in an employee's Flexible Leave Bank, shall be granted to the employee upon 14 days written notice being given to the employer. A period of 14 days written notice shall also be required for the cashing in of credits held in an employee's Flexible Leave Bank.
- (iv) Credits taken in the form of leave will be deducted from the employee's leave bank at the appropriate hourly rate including all ordinary time penalties and all purpose allowances, so that an employee taking leave under the provisions of this clause shall receive the same ordinary time payment as he/she would have received had the leave not been taken.
- (v) Management may specify minimum staffing requirements for each work section so that there is minor disruption to the operational processes, provided that the minimum shall not be more than 85% of full time equivalent employees engaged in that section. If such a minimum is specified then an employee may be refused access to Flexible Leave where granting that leave would cause the staffing level in the employee's section to fall below the specified minimum, even though 14 days written notice has been given. Employees who are refused leave under this provision shall be given priority when the staffing level in their section recovers. The parties accept that additional levels of casual employees may be initially required to supplement and support existing employee resources.
- (vi) During the first pay week in June each year, all credits in excess of \$2,000.00 will be paid out to full time employees, and all credits in excess of \$1,000.00 will be paid out to part time employees.
- (vii) The minimum amount of credits that may be cashed at any one time is \$200.00 by full time employees, and \$100.00 by part time employees.
- (viii) No leave loading is paid on leave taken under the Flexible Leave Bank.
- (ix) The Flexible Leave Bank will be administered by the Pay Department. All accrued credits will be recorded in the employee's Flexible Leave Bank via the current time sheet arrangement. Wages slips will display an employees available credits each week.
- (x) Where an employee ceases employment with the Company any credits owing to that employee shall be paid out upon termination.
- (xi) Grievances or disputes regarding the Flexible Leave Bank arrangements will be resolved through the Settlement of Disputes and Grievances process detailed in Clause 21 of this Award.

- (xii) Credits will continue to be deducted during periods of paid leave in accordance with (iii) above (except for periods of Workers Compensation Leave).

#### **Clause 6: Meals**

- (i) Each employee must take and each employer must give on each day at least half an hour for a meal after the expiration of 3 hours and commencing within 6 hours of starting work.
- (ii) An employee not commencing a meal break within 6 hours of starting work shall be paid double time until a meal break is taken with a minimum of one half hour's pay at such rate.
- (iii) Meal breaks shall not count as time worked.
- (iv) An employee required to work overtime for 2 hours or more without being notified at least one day before, shall be paid a meal allowance as set out in Item 9 of Table 1 of appendix 2 of Part B of this Award.
- (v) The meal breaks prescribed in this Clause shall be given and taken so as not to interfere with the continuity of work and at times mutually agreed between the employer and the employee.

Notation: Note: Delivery Drivers shall be entitled to a twenty minute paid crib break (See also Clause 5(viii)).

#### **Clause 7: Shift Work**

- (i) Except at the regular changeover of shifts and with respect to "split shift" arrangements, an employee shall not be required to work more than one shift in each 24 hours.
- (ii) Roster: Shift rosters shall specify the commencing and finishing times of ordinary hours of work of the respective shifts. The time of commencing and finishing shifts once having been determined may be varied by agreement between the employer and the majority of employees affected to suit the circumstances and needs of the plant or establishment or in the absence of agreement by fourteen days' notice of alteration given by the employer to the employee.
- (iii) Minimum time off between shifts: 10 hours

If the next shift is scheduled to commence before ten hours has expired, the employee shall be entitled to be absent from work on that shift until he/she has had ten hours off duty without any deduction being made in ordinary pay or shift penalty payable for such absence.

- (iv) Roster Variations: Shift rosters shall specify the commencing and finishing times of ordinary hours of work of the respective shifts. The time of commencing and finishing shifts, once having been determined, may be varied by agreement between the employer and the majority of employees affected to suit the circumstances and needs of the plant or establishment or, in the absence of agreement, by fourteen days' notice of alteration given by the employer to the employee.
- (v) Rotation of shifts: Shifts may be rotated. Different methods of rotation may apply in respect of particular groups or sections of employees in a plant or establishment. Where shifts rotate, the rotation may be weekly, fortnightly, four-weekly or at such other interval as may be agreed from time to time between the employer and the majority of the employees affected.
- (vi) A weekly employee working as part of a shift roster (not an employee whose ordinary role it is to relieve) who is required by management to change shifts, for the purpose of replacing another employee who is on leave, shall not suffer any reduction in ordinary earnings whilst on that shift, provided that such leave does not exceed 5 weeks in duration.
- (vii) Shift Allowance for ordinary hours of work (% of ordinary hourly rate of employees classification for each hour worked)

- (a) Between midnight Sunday and midnight the following Friday (Between 6.00pm one day and 6.00am the following day) 20%
- (b) Between midnight Friday and midnight Saturday 50%
- (c) Between midnight Saturday and midnight Sunday 100%
- (d) Public Holiday

Payment of 150% in addition to the normal hourly rate (inclusive of any applicable shift allowance) or a total of 250%, whichever is the greater, provided that Casual employees shall receive a maximum of 250%.

#### **Clause 8: Overtime**

- (i)
  - (a) Overtime Arrangements to apply after November 15 2002. All time worked by an employee in excess of or outside the employee's ordinary hours of work shall be overtime and shall be paid for at the ordinary hourly rate plus 50 per cent of the ordinary hourly rate for the first two hours on any day, and at the ordinary hourly rate plus 100 per cent of the ordinary hourly rate thereafter.
  - (b) Overtime Arrangements to apply after November 15 2002. All overtime worked on a Sunday shall be paid at the ordinary hourly rate plus 100 per cent of the ordinary hourly rate.
  - (c) All overtime worked on a holiday, as provided for in clause 10, Holidays, shall be paid at twice the ordinary hourly rate plus 50 per cent of the ordinary hourly rate.
- (ii) Where an employee works overtime on any day and such overtime does not immediately precede or follow ordinary hours of work, an employee shall be paid for a minimum of four hours overtime at the appropriate rate.
- (iii) Rest Periods After Overtime:
  - (a) When overtime is necessary it shall, wherever reasonably practicable, be so arranged that the employee has at least 10 consecutive hours off duty between the work of successive days.
  - (b) An employee who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next that they have not had at least 10 consecutive hours off duty between those times shall, subject to this sub-clause, be released after completion of such overtime until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
  - (c) Failing an instruction from the employer that an employee should not resume or continue work without having had such 10 consecutive hours off duty the employee shall be paid at the ordinary hourly rate plus 70 percent until they are released from duty for such period and shall then be entitled to be absent until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. For the purpose of this clause from 30 October 2000 the rate to be applied will be the ordinary hourly rate plus 90 percent.

#### **Clause 9: Payment of Wages**

- (i) With the exception of production supervisors, employees shall be paid weekly or in accordance with such other arrangements as may be agreed between the employer and the employees affected. Such pay period shall not be altered without fourteen (14) days notice.
- (ii) Where an employer alters the pay week the employer shall in respect of that week, pay to each employee then employed, by way of an advance, any moneys earned from the end of the new pay week until the end of the "old" pay week. In respect of each week thereafter until such advance has been repaid the employer may retain twenty dollars (\$20) from payments due to the employee. In the event of the termination of employment before repayment of such advance a further deduction of any balance required for that purpose may be made from moneys due to the employee. Such deductions, together with any additional deductions made for that purpose with the written authority of the employee shall be deductions authorised by this Award.

#### **Clause 10: Holidays**

- (i)
  - (a) The days on which the following holidays are observed shall be award holidays, viz., New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Queen's Birthday, Anzac Day, Eight Hour Day, Christmas Day, Boxing Day, together with any other days proclaimed or gazetted as a public holiday for the State. The picnic day of the Union (which shall be held on the first Tuesday in November each year, or such other day as agreed between the employer and the employee) shall also be observed as a holiday, provided that in Queanbeyan, the picnic day shall be observed as the same day as Labour Day in the Australian Capital Territory.
  - (b) For the purpose of this sub-clause an employee shall be treated as working on one of the days specified in paragraph (a) if that employee works on a shift which is worked in order to produce bread for sale on one of such days even though the shift is not worked on one of such days.
- (ii) A weekly employee normally rostered to work on the above holidays shall be entitled to the holiday without loss of ordinary time pay or shift penalty, provided that the employee worked on the working day immediately preceding the holiday day and/or immediately succeeding the holiday. Where two holidays fall on consecutive days an employee who worked on either the working day preceding or the working day succeeding either such day but not on both shall be paid for the holiday nearer to the said day on which the employee worked; provided that an employee who produces evidence satisfactory to the employer that the absence from work on any such a day before or after a holiday was due to a good and sufficient cause shall not lose payment for the relevant holiday.
- (iii) Where the company requires production to continue at any site during one of the above holidays then the following procedures shall apply:
  - (a) The Company shall notify employees at the site of the staffing needs (including skills numbers, and functions required) twenty-eight (28) days prior to the holiday;
  - (b) The notice will invite volunteers from casuals, part-time and full-time employees;
  - (c) Ten (10) days prior to the holiday of the Company will advise employees whether there is a short fall for the holiday in question, and details thereof;
  - (d) The Company will maintain a list of employees who have worked such holidays and such employees will be given preference in relation to not being required to work on the following holiday. The Company will seek to allocate the requirement of employees to work public holidays on an evenly distributed basis.
- (iv) A weekly employee rostered off on a holiday, except Easter Saturday, shall be entitled to one additional day as a holiday which shall be taken as agreed between the employee and the employer or failing agreement to be added to the employee's entitlement to annual holidays.

- (v) The minimum number of hours for which an employee is required to be paid when working on a public holiday shall be five (5).

#### **Clause 11: Annual Holidays**

- (i) See the *Annual Holidays Act 1944*.
- (ii) Employees who are engaged in a continuous shiftwork operation and who, as part of that operation, regularly rotate through the seven days and regularly work Sundays and Public Holidays shall be entitled to an additional week of annual leave.
- (iii) The shift penalty payments prescribed in sub-clause (vi) of clause 7, Shiftwork, of this Award shall be regarded as part of the ordinary pay of employees entitled to such payments for the purposes of the *Annual Holidays Act 1944*.

#### **Clause 12: Annual Holiday Loading**

- (i) In this clause the *Annual Holidays Act 1944* is referred to as "the Act".
- (ii) Before an employee is given and takes 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 each of such separate periods, the employee shall be paid 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 (iv)).
- (iii) The loading is payable in addition to the pay for the period of annual holiday given and taken due to the employee under the Act and this award.
- (iv) The loading is 17.5% of the employee's ordinary rate of pay for the period of the annual holiday. For the purposes of this subclause, the "ordinary rate of pay" shall be based upon the rates applicable from time to time in Table 1 of Appendix 1 of Part B of this Award.
- (v) This clause extends to an employee who is given and takes an annual holiday and who would have worked as a shift worker if not on annual holidays; provided that, if the amount to which the employee would have been entitled by way of shift work allowances and weekend penalty rates for the ordinary time (not including time on a public or special holiday), which the employee would have worked during the period, exceeds the loading calculated in accordance with this Clause, then that amount shall be paid to the employee in lieu of the loading prescribed by this Clause.
- (vi) 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 the employee would have become entitled under the Act to an annual holiday, the loading then becomes payable in respect of the period of such holiday and is to be calculated in accordance with sub-clause (iv) of this Clause applying the award rates of wages-payable on that day.
- (vii) Where, in accordance with the Act, the employer's establishment or part of it is temporarily closed down for the purpose of giving an annual holiday or leave without pay to the employees concerned:
  - (a) an employee who is entitled under the Act to an annual holiday and who is given and takes such annual holiday shall be paid the loading calculated in accordance with sub-clause (iv) of this Clause.
  - (b) 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 under the Act such proportion of the loading that would have been payable under this Clause if the employee had become entitled to an annual holiday prior to the close down as the employee's qualifying period of employment in completed weeks bears to 52.

(viii)

- (a) When the employment of an employee is terminated by the employer for a cause other than misconduct and at the time of the termination the employee has not been given and has not taken the whole of an annual holiday to which the employee became entitled, the employee shall be paid a loading calculated in accordance with sub-clause (iv) for the period not taken.
- (b) Except as provided by paragraph (a) of this sub-clause, no loading is payable on the termination of an employee's employment.

#### **Clause 13: Long Service Leave**

- (i) See *Long Service Leave Act 1955*.
- (ii) The shift penalty payments prescribed by sub-clause (vi) of clause 7, Shiftwork, of this Award shall be regarded as part of the ordinary rate of pay of employees entitled to such payments for the purposes of the *Long Service Leave Act 1955*.

#### **Clause 14: Sick Leave**

- (i) After not less than three months continuous service, paid sick leave will be made available (subject to the provisions of this Award) at the rate of 3.167 hours per month for each completed month of the first year of employment. Thereafter, the entitlement to sick leave per year of employment shall be 61 hours.
- (ii) Employees on weekly hiring who, after not less than 3 months' service, are absent from work on account of personal illness or injury by accident shall be entitled to sick leave, without deduction of pay, subject to the following conditions and limitations:
  - (a) Employees shall not be entitled to paid sick leave of absence for any period in respect of which they are entitled to workers compensation.
  - (b) Employees shall at least one hour before the ordinary starting time of the first day of the employees absence, unless it is not reasonably practicable to do so, inform the employer of 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.
  - (c) An employee shall prove to the satisfaction of the employer that the employee was unable, on account of such illness or injury, to attend for duty on the day or days for which sick leave is claimed; provided that for the first five (5) single days for which sick leave is claimed in a year of employment, a medical certificate shall not be required.
  - (d) A part-time employee shall, subject to the provisions of this clause be entitled to a proportionate amount of sick leave. The amount of sick leave to which a part-time employee is entitled in any year shall bear the same proportion to sick leave prescribed during that year of employment for a full-time employee as the part-time employee's average number of ordinary hours worked during the previous six months of employment, or if there is not a 6 month period of employment then the average number of ordinary hours worked during the actual period of employment, bears to the number of ordinary hours worked by full-time employees.
  - (e) An employee shall be entitled to sick leave without reduction of penalty rates.
- (iii)
  - (a) The employee's entitlement under this clause shall accumulate from year to year so long as the employee's employment continues with the employer, whether under this or any other Award, so that any sick leave entitlement which has not been allowed in any year may be claimed by the

- employee and shall be allowed by the employer subject to the conditions prescribed by this Clause in a subsequent year of such continued employment.
- (b) For each day's absence from work, the employee's accrued sick leave entitlement shall be reduced by the number of ordinary daily hours for which the employee was rostered for that day in accordance with clause 6, Hours of Work, of this Award.
  - (c) Where a business, undertaking or establishment or any part thereof is transmitted from one employer to another employer and an employee who at the time of the transmission was employed by the transmitter in that business, undertaking, establishment or part thereof becomes an employee in the employ of the transmittee any sick leave which has accumulated and not been taken during the employment with the transmitter may be claimed by the employee and shall be allowed by the transmittee subject to the conditions prescribed by this clause during the employee's employment with the transmittee. Sick leave accumulated by an employee pursuant to this paragraph shall be deemed to be sick leave accumulated during the employee's employment with the transmittee. An employee who was employed by the transmitter at the time of the transmission and thereafter, is employed by the transmittee shall be entitled to sick leave during the first 3 months employment with the transmittee notwithstanding sub-clause (i) of this Clause.
  - (d) Where an employee is transferred from the service of an employer being a corporation to the service of another employer, being a corporation related to the first employer at the time of the transfer, sick leave accumulated and not taken in the employ of the first employer shall after the transfer be deemed to be sick leave accumulated in the employ of the second employer and the employee shall be entitled to sick leave during the first 3 months of employment with the second employer.
- (iv) For the purpose of this clause continuous service shall be deemed not to have been broken by:
    - (a) any absence from work on leave granted by the employer; or
    - (b) any absence from work by reason of personal illness, injury, or other reasonable cause (proof whereof shall in each case, be upon the employee); provided that any time so lost shall not be taken into account in computing the qualifying period of 3 months.
  - (v) Service with the employer before the date of coming into force of this Award shall be counted as service for the purpose of qualifying for sick leave.
  - (vi) Employees and the Employer shall act in good faith and in cooperation of this clause.

#### **Clause 15: Jury Service**

- (i) A weekly employee shall be allowed leave of absence during any period when required to attend for jury service.
- (ii) During such leave of absence, an employee shall be paid the difference between the jury service fees received and the employee's normal rate of pay.
- (iii) An employee shall be required to produce to the employer proof of jury service fees received and proof of requirement to attend and attendance on jury service and shall give the employer notice of such requirement as soon as practicable after receiving notification to attend for jury service.

#### **Clause 16: Bereavement Leave**

- (i) An employee, other than a casual employee, shall be entitled to up to two days' bereavement leave without deduction of pay on each occasion of the death in Australia of a person prescribed in subclause (iii) of this clause. Where the death of a person as prescribed by the said subclause (iii) occurs outside



Australia the employee shall be entitled to two days' bereavement leave where such employee travels outside Australia to attend the funeral.

- (ii) The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will provide, to the satisfaction of the employer, proof of death.
- (iii) Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of personal/carer's leave as set out in subparagraph (2) of paragraph (c) of subclause (i) of clause 17, Personal/Carer's Leave, provided that, for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- (iv) An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- (v) Bereavement leave may be taken in conjunction with other leave available under subclauses (ii), (iii), (iv) and (v) of the said clause 17. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

#### **Clause 17: Personal/Carer's Leave**

- (i) Use Of Sick Leave
  - (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in (c)(2) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement provided for at clause 14, Sick Leave, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.
  - (b) The employee shall, if required, establish, by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
  - (c) The entitlement to use sick leave in accordance with this subclause is subject to:
    - (1) the employee being responsible for the care and support of the person concerned; and
    - (2) the person concerned being:
      - (i) a spouse of the employee; 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 stepchild, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
      - (iv) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
      - (v) a relative of the employee who is a member of the same household where, for the purposes of this paragraph:
        - (a) "relative" means a person related by blood, marriage or affinity;

- (b) "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
- (c) "household" means a family group living in the same domestic dwelling.
- (d) An employee shall, wherever practicable, give the employer notice, prior to the absence, of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

(ii) Unpaid Leave For Family Purposes

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

(iii) Annual Leave

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

(iv) Time Off In Lieu Of Payment For Overtime

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

(v) Make-Up Time

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

**Clause 18: Rates of Pay**

- (i) The minimum weekly rates of pay for full-time employees under this Award shall be as set out in Table 1 of Appendix 1 of Part B of this Award. The rates of pay contemplate the changes that the company

intends to implement to its operations during the life of this Award and the contributions that employees shall make to the implementation of those changes.

(ii) Part-time employees.

Part-time employees shall be paid at the hourly rate of one thirty- eighth of the appropriate wage rate of this Award.

(iii) Casual employees.

The hourly rate of pay for casual employees shall be calculated by dividing the appropriate weekly rate of pay by 38 plus 15 per cent.

(iv)

Rates of pay for Apprentices	Percentage of Bread Industry Employee Level 3
1st Year	54%
2nd Year	62%
3rd Year	71%
4th Year	85%

**Clause 19: Pre Existing Rates of Pay**

- (i) Notwithstanding any other provision of this Award no employee to whom this Award applies shall, while remaining in the employ of the employer by whom or which that employee was employed in the pay week preceding 3 January, 1990 be paid an amount per week by that employer which is less than the employee was paid by that employer under an award provision for the employee's ordinary weekly hours of work plus shift penalty (if any) for that pay week.
- (ii) Provided that the amount per week specified in (i) above shall be increased as follows:
- Eight dollars (\$8.00) effective as of 22 May 1995;
  - An amount equal to five per cent (5%) of the employee's ordinary time award weekly wage (inclusive of all ordinary time penalties) effective as at 1 December 1995;
  - An amount equal to one per cent (1%) of the employee's ordinary time award weekly wage (inclusive of all ordinary time penalties) effective as at 1 February 1997;
  - An amount equal to one per cent (1%) of the employee's ordinary time award weekly wage (inclusive of all ordinary time penalties) effective as at 1 July 1997.
  - An amount equal to five and one half per cent (5.5%) of the employee's ordinary time award weekly wage (inclusive of all ordinary time penalties) as at the date of ratification of the Quality Bakers Australia Limited 1997 Enterprise Award;
  - An amount equal to five per cent (5%) of the employee's ordinary time award weekly wage (inclusive of all ordinary time penalties) effective as at 1 December 1998.

**Clause 20: Other Rates and Allowances**

The following allowances shall be paid:

- (a) A Leading operator, other than a Bread Industry Employee Level 1, who is responsible for a group of more than four people, the achievement of their work task and on the job training, shall receive, in addition to the rate payable for his/her classification, an allowance as set out in Item 1 of Table 1 of Appendix 2 of Part B.
- (b) A leading operator, other than a Bread Industry Employee Level 1, who is responsible for a group of less than four people, the achievement of their work task and on the job training, shall receive in addition to the rate payable for his/her classification, an allowance as set out in Item 2 of Table 1 of Appendix 2 of Part B.
- (c) An employee who is required to drive a vehicle as part of the conditions of employment shall be paid an allowance for all purposes of this Award as set out in Item 3 of Table 1 of Appendix 2 of Part B.
- (d) An employee who has been trained to render first-aid and who is the current holder of appropriate first-aid qualifications such as a certificate from the St. John Ambulance or similar body shall be paid an allowance as set out in Item 4 of Table 1 of Appendix 2 of Part B if appointed by the employer to perform first-aid duty.
- (e) Where an employee is appointed to be in charge of firing a boiler and is appropriately certificated by the Department of Industrial Relations, Employment, Training and Further Education, the employee shall be paid an allowance as set out in Item 5 of Table 1 of Appendix 2 of Part B.
- (f) Any driver who is required to stay away from home because they have reached the legal maximum log book driving limit shall be paid an allowance per occasion as set out in Item 6 of Table 1 of Appendix 2 of Part B.
- (g) An employee who carries out freezer duties for greater than 50% of his/her shift will be paid an allowance per week as set out in Item 7 of Table 1 of Appendix 2 of Part B (Note: "Freezer Duties" means that the employee is wearing the freezer suit and continually entering and leaving the freezer).
- (h) An employee who operates a forklift for greater than 50% of his/her shift will be paid an allowance per shift as set out in Item 8 of Table 1 of Appendix 2 of Part B.

#### **Clause 21: Settlement of Disputes and Grievances**

- (i) Procedures relating to grievances of individual employees:
  - (a) The employee is required to notify (in writing or otherwise) the employer as to the substance of the grievance, request a meeting with the employer for bilateral discussions and state the remedies sought.
  - (b) A grievance must initially be dealt with as close to its source as possible:
    - Step 1 Employees Supervisor
    - Step 2 Departmental Manager
    - Step 3 Liverpool Site Manager
  - (c) Reasonable time limits must be allowed for discussions at each level of authority.
  - (d) At the conclusion of the discussions, the employer must provide a response to the employee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.
  - (e) Whilst a procedure is being followed, normal work must continue.
  - (f) The employee may be represented by an industrial organisation of employees.

- (g) Should the matter not be concluded or resolved it may be referred to the Industrial Relations Commission.
- (ii) Procedures relating to disputes between employers and their employees:
  - (a) A question, dispute or difficulty must initially be dealt with as close to its source as possible, with gradual steps for further discussion and resolution at higher levels of authority.
  - (b) Reasonable time limits must be allowed for discussion at each level of authority.
  - (c) Whilst a procedure is being followed, normal work must continue.
  - (d) The employer may be represented by an industrial organisation of employers and the employees may be represented by an industrial organisation of employees for the purpose of each procedure.
  - (e) Should the matter not be concluded or resolved it may be referred to the Industrial Relations Commission.

#### **Clause 22: Sickness and Accident Insurance**

- (i) Employees will be given a choice of funds nominated by the LHMU and an alternative fund nominated by the Company.
- (ii) The Company and the LHMU shall jointly review the insurance cover, on a quarterly basis, and resolve any issues that may arise at that time.
- (iii) Both the Company and the LHMU reserve the right to cease the insurance cover, for any reason, twelve (12) months after the implementation of the insurance cover or at every subsequent twelve (12) monthly interval. If this occurs, all employees shall receive an increase to their ordinary time award wage rate of one and one half percent (1.5%) at the time of the cessation of the insurance cover.

#### **Clause 23: Occupational Superannuation**

The subject of superannuation is dealt with extensively by legislation including the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Charge Act 1992*, the *Superannuation (Resolution of Complaints) Act 1993* and s124 of the *Industrial Relations Act 1996* (NSW). This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.

Notwithstanding the above mentioned, the following minimum provisions shall apply:

- (i) The employer shall pay on behalf of each full-time adult employee 9% of the employees ordinary rate of pay per week in a superannuation fund meeting the requirements set down by the Commissioner for Occupational Superannuation.
- (ii) The employer shall pay on behalf of each part-time adult employee who earns in excess of \$450 or more ordinary pay per month 9% of the employee's ordinary rate of pay into a fund meeting the requirements set down by the Commissioner for Occupational Superannuation.
- (iii) Where an employee is absent, on leave without pay, whether or not such leave is approved, no contribution from the employer shall be due in respect of that employee, in respect of the period of unpaid absence.
- (iv) The obligation of the employer to contribute to the fund in respect of an employee shall cease on the last day of such employee's employment with the employer.
- (v) An employer who at the date of the variation of this award is already contributing to a superannuation fund meeting the requirements set down by the Commissioner for Occupational Superannuation, in

accordance with the principles established in the State Wage Case of December, 1987 shall be exempt from this clause.

- (vi) Where an employer has failed, pursuant to sub-clause (i) & (ii) of this clause to make application to participate in the fund, the employer shall make application to participate in the fund and upon acceptance by the Trustees shall make an initial contribution to the fund, in respect of each employee, as if the employer had made application to participate in the fund and been accepted by the Trustees prior to 28 February 1992, after which the employer shall then continue to make payments as prescribed by this award. Other than for back-payment contributions, the employee shall not be entitled to:

- (a) interest on contributions; and/or
- (b) death and disability cover,

until such time as the employer becomes a member of the fund; that is, the date of acceptance by the trustees.

- (vii) Contributions made by the Employer in accordance with this clause, shall be made as follows:

- (a) the employer shall offer each employee a choice between the Australian Retirement Fund (ARF) and the Goodman Fielder Superannuation Fund.
- (b) the employee shall nominate the fund into which contributions shall be made.

#### **Clause 24: Redundancy**

##### **A Application**

- (i) This clause shall apply in respect of full time and part time employees employed under the Classifications of this Award but shall not apply to employees engaged as Managers in Distribution, Production or Breadroom.
- (ii) Notwithstanding anything contained elsewhere in this award, this clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specific task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.

##### **B Introduction Of Change**

- (i) Employer's Duty to Notify -

- (a) Where the employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and the union to which they belong.
- (b) "Significant effects" include termination of employment, major changes in the composition, operation or size of the employers 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 this award makes provision for alteration of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.

- (ii) Employers Duty to Discuss Change -

- (a) 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 subclause B(i) above "Employers Duty To Notify" of this clause, the effects the changes are likely to have on employees, and shall give prompt consideration to matters raised by the employees and/or the union in relation to the changes.
- (b) The discussion shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in B(i) of this clause.
- (c) 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 the employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

## C Redundancy

### (i) Discussions Before Terminations

- (a) Where the employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone pursuant to subclause B(i), 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.
- (b) The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provision of (a) above and shall cover, inter alia, any reason for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination of the employees concerned.
- (c) 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 disclosure of which would adversely affect the employer.

## D Termination Of Employment

### (i) Notice For Changes In Production, Program, Organisation Or Structure -

The notice to be applied to terminations by the employer for reasons arising from "production", "program", "organisation" or "structure" in accordance with subclause B(i) of this clause shall be 4 weeks, or 4 weeks pay in lieu of such notice. Provided that this period of notice shall be increased by one week if the employee is over 45 years of age and has completed two years continuous service with the employer.

### (ii) 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 B(i) of this clause:

- (a) In order to terminate the employment of an employee the employer shall give to the employee 3 months notice of termination.

- (b) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
  - (c) The period of notice required by this subclause to be given shall be deemed to be service with the employer for the purposes of the *Long Service Leave Act* 1955, the *Annual Holidays Act* 1944, or any other Act amending or replacing either of these Acts.
- (iii) Time Off During The Notice Period -
  - (a) During the period of notice of termination given by the employer an employee shall be allowed up to one day's time off without loss of pay during the week of notice, to a maximum of five weeks, for the purposes of seeking other employment.
  - (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.
- (iv) 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.
- (v) 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.
- (vi) Notice to Commonwealth Employment Service -
 

Where a decision has been made to terminate employees, the employer shall notify the Commonwealth Employment Service thereof as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.
- (vii) Department of Social Security Employment Separation Certificate
 

The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an "Employment Separation Certificate" in the form required by the Department of Social Security.
- (viii) Transfer to Lower Paid Duties -
 

Where an employee is transferred to lower paid duties for reasons set out in subparagraph subclause B(i) of this clause, 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 rate for the number of weeks of notice still owing.

#### E Severance Pay

- (i) Where an employee is to be terminated pursuant to subparagraph D of this clause, subject to further order of the Industrial Relations Commission, the employer shall pay a minimum of three



(3) weeks severance pay in respect of each completed year of continuous service with no maximum limit. Further, employees shall receive pro-rata entitlements for part years.

However, if the scale below provides a greater benefit for the employee in such circumstances, then this scale shall be observed:

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

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

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

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

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

(ii) Alternative Employment -

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

F Other Entitlements

In addition to the notice prescribed in subclause D above and the severance payments prescribed in E above, employees who are made redundant shall receive pro-rata Long Service Leave for the entire period of their continuous service.

G Selection Criteria For Redundancy

The employer shall select, in consultation with the Union, employees for redundancy based upon the operational requirements of the Enterprise including, but not limited to, criteria such as attendance, performance, length of service, skills, etc.

H Procedures Relating To Grievance

Grievances relating to individual employees will be dealt with in accordance with clause 21 "Settlement of Disputes and Grievances" of this Award.

**Clause 25: Uniforms**

- (i) Supply of clothing: There shall be provided and maintained in good order and condition, for the use of every person engaged in the bakehouse in a manufacturing process, a sufficient supply of clothing consisting of -
  - (a) an overall, or a bib apron or short trousers;
  - (b) suitable head covering.
- (ii) Provided that short trousers shall not be provided for the use of any person unless he/she agrees to wear short trousers. All overalls, bib aprons and short trousers provided pursuant to this clause shall be of light coloured washable material and all head covering so provided shall be of light coloured washable or disposable material. Each such person shall be provided with clean clothing at least twice weekly.
- (iii) An employer shall provide protective clothing to employees so as to ensure the health, safety and welfare of such employees in accordance with the requirements of the *Occupational Health and Safety Act*. Except in cases of medical exemptions, employees shall wear and/or use all supplied safety clothing and equipment, including footwear, as directed by the employer.
- (iv) The employer shall provide an employee handling cash with a money bag, if it is required by the employee.
- (v) Employers shall provide a waterproof cape or coat to employees when they are required to work outdoors during wet weather.
- (vi) Employees are responsible for the care and safekeeping of all issues and shall return each article to the employer on request or on termination of their employment; in default, the employer may deduct from wages due an amount equal to its replacement value less reasonable depreciation, having regard to the condition of the item.

**Clause 26: Occupational Health and Safety**

- (i) An Occupational Health and Safety Committee will be established, and will develop health and safety policies for the Company operations in accordance with the *Occupational Health and Safety Act 2000* (NSW)
- (ii) The parties to this agreement are committed to achieving healthier and safer jobs through workplace changes aimed at improved efficiency and productivity. This will be accomplished by establishing a comprehensive approach to managing occupational health and safety issues which aims to:
  - (a) Control hazards at source;
  - (b) Reduce the incidence and costs of occupational injury and illness;
  - (c) Review work and management practices affecting the inter relationship between efficiency, productivity, and health and safety;
  - (d) Provide a rehabilitation system for workers affected by occupational injury or illness.

**Clause 27: Anti-Discrimination**

- (i) It is the intention of the parties bound by this award to seek to achieve the object of 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.

- (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 or unlawful discrimination or harassment.
- (iv) Nothing in this clause shall 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.

#### **Clause 28: Consultative Committees**

- (i) A consultative committee consisting of an equal number of company representatives and LHMU delegates, will be established to assist the company and the LHMU achieve the objectives of the agreement.
- (ii) The committee will develop its own charter in relation to conduct of meetings, preparation of agendas, distribution of minutes; timing of meetings; communication to the workforce and any other issues which might require resolution
- (iii) As part of an on-going process for improvement in productivity and efficiency, consultation shall continue to take place at the workplace level, through the primary mechanism of consultative committee, to provide more flexible working arrangements, improvements in the quality of working life, enhancement of skills, training and job satisfaction, and positive assistance in the change process and to encourage consultative mechanisms across the workplace for all employees. The terms of any arrangement will be as agreed between the company and the LHMU.
- (iv) Notwithstanding the above, the committee will meet a minimum of 2 times per year.

#### **Clause 29: Labour Hire Employees**

The following shall govern conditions under which the company will engage a labour hire firm:

1. The company's preference is to carry out as much of the site's operations as possible with Fresh Start Bakeries Australia employees
2. Notwithstanding the above, there may be occasions which require the use of a labour hire firm. Generally, the need for a labour hire firm would occur either because
  - (i) a permanent vacancy has arisen, or
  - (ii) a non-permanent vacancy has arisen of a short term.

3. Where a permanent vacancy arises, the company may utilise a labour hire firm to recruit new employees. These employees shall remain employees of the labour hire firm for no longer than one month. At the completion of that month those same employees shall be employed by Fresh Start Bakeries Australia as casual employees for a period to be not longer than three months for such time that they commenced employment at Fresh Start Bakeries Australia. At the completion period the said employee shall be made a permanent employee.
4. Where a non-permanent, short-term vacancy arises then Fresh Start Bakeries Australia may engage the use of a labour hire firm only where it is agreed that;
  - (i) existing employees of Fresh Start Bakeries Australia, either full-time or casual, are unable to perform the work to be done and;
  - (ii) that all other avenues available have been exhausted by the company to cover the additional work; and
  - (iii) that the Fresh Start Bakeries Australia employees who have voluntarily elected to go on the overtime list, have been asked to cover the vacancy
  - (iv) the company will inform the LHMU delegate/s of the causes giving rise to the engagement of a labour hire firm.
  - (v) The employment of a labour hire firm will not continue for more than one (1) month; After this the employee will become a Fresh Start Bakeries Australia casual employee.
5. Where a long-term, non-permanent vacancy arises the Fresh Start Bakeries Australia will;
  - (i) offer the position to an existing Fresh Start Bakeries Australia casual or;
  - (ii) where no existing casual seeks the position the company may offer the position firstly to an existing labour hire employee or to a newly recruited labour hire firm employee. The said labour hire employee will only remain at Fresh Start Bakeries Australia as a labour hire firm employee for no longer than one month, or for a period mutually agreed between the relevant Department Manager and the Site LHMU Delegate. Labour Hire employees shall only be engaged for periods in excess of one month, where such employee is relieving for absences caused by long service leave, extended annual leave or undefined periods of workers compensation or sick leave. In the event that the above categories do not meet particular circumstances, parties may mutually agree on other arrangements. Following the completion of that month, or agreed period, the employee will become an employee of Fresh Start Bakeries Australia as a Fixed Term Employee pursuant to Clause 4(e) of this Agreement.
6. Where a company engages a labour hire firm the company's contract with the labour hire firm will include the following provisions:
  - (i) Casuals will be invited to be financial members of the LHMU.
  - (ii) Casuals will be paid according to the terms and conditions of this Agreement.
7. In accordance with the above, it is also accepted that where a vacancy arise either permanent or short-term on shift work, the first opportunity to fulfil this vacancy will be given to existing permanent day shift employees of Fresh Start Bakeries Australia.
8. In the spirit of this clause, the company and LHMU site representative will establish a review mechanism to monitor and examine the effectiveness of the above clause so as to ensure that the effectiveness or efficiency of the company operations does not adversely effect its operation.

**Clause 30: Leave Reserved**

Leave is reserved within the term of the Award to apply to make variation in respect of Clause 29 Labour Hire Employees where the application of the said clause gives ground and reason to do so.

### **Clause 31: Right of Entry and Delegates' Rights**

- (1) Subject to below, the rights of entry and inspection by union officials shall be in accordance with Ch 5 Part 7 of the Act.
- (2) Upon written notification by the Union, delegate(s) appointed by employees shall be allowed reasonable time during working hours to interview the Company or its representative on matters affecting employees whom they represent. Provided that the delegate(s) duties do not unduly interfere with their duties and responsibilities to the Company and the delegate has notified their manager prior to undertaking such duties.
- (3) Union delegates shall be granted access to reasonable facilities in carrying out their duties. This includes but is not limited to the use of a telephone and facsimile machine.
- (4) Union delegates will abide by the dispute resolution procedure set out in this Award.

### **Clause 32: Salary Packaging**

- (1) Salary packaging shall mean that an employee will have part of their wage packaged into a fringe benefit which does not constitute a direct payment to the employee but is payable to a bona fide third party.
- (2) The Company may offer to employees salary packaging in respect of salary.
- (3) The fringe benefit components available to be salary packaged will be at the discretion of the Company and shall be subject to the following provisions:
  - (a) the Company shall ensure that the structure of any agreed remuneration package complies with taxation and other relevant legislation;
  - (b) where there is an agreement to salary package, the agreement shall be in writing and made available to the employee;
  - (c) the employee shall have access to details of the payments and transactions made on their behalf. Where such details are maintained electronically, the employee shall be provided with a printout of the relevant information;
  - (d) the Company has the right to vary or withdraw from a salary packaging agreement and/or withdraw from offering salary packaging in the event of amendments to legislation that are detrimental to, or increase the costs of, salary packaging arrangements;
  - (e) in the event that the Company withdraws from a salary packaging agreement, the individual employee's wage will revert to that specified in Table 1 of Appendix 1 of Part B of this Award - Rates of Pay;
  - (f) notwithstanding any of the above arrangements, the Company or employee may cancel any salary packaging arrangements by the giving of one (1) month's notice of cancellation to the other party.

### **Clause 33: Skills Review**

- (1) During the term of this Award, the Company will review the classification structure and current grading of employees having regard for the specific positions that exist within the business.

## **PART B**

**APPENDIX 1****WAGE RATES****Table 1 Rates Of Pay**

Classification	Weekly Rates payable on and from 1 June 2004	Weekly Rates payable on and from 1 June 2005
Level 1	\$727.08	\$754.35
Level 2	\$665.72	\$690.68
Level 3	\$635.13	\$658.95
Level 4	\$589.46	\$611.36
Level 5	\$559.00	\$579.96
Level 6	\$526.76	\$546.51

**APPENDIX 2****OTHER RATES AND ALLOWANCES****Table 1**

Item No	Clause No	Brief Description	Rates payable from 1 June 2004	Rates payable from 1 June 2005
1	20(a)	Leading operator in charge of more than 4 people	\$29.74 p/week	\$30.86
2	20(b)	Leading operator in charge of less than 4 people	\$14.84 p/week	\$15.40
3	20(c)	Employees required to drive a vehicle shall be paid an Allowance in accordance with the Licence required as follows: Class C	\$3.57	\$3.70
		Light Rigid (LR)	\$28.65	\$29.72
		Medium Rigid (MR)	\$37.75	\$39.17
		Heavy Rigid (HR)	\$47.27	\$49.04
		Heavy Combination		\$13.76
4	20(d)	First-Aid Allowance - current holder of first-aid qualifications	\$13.26	\$12.73
5	20(e)	Employee in charge of firing a boiler and certified by IRC	\$12.27	\$9.97
6	20(f)	Staying Away from Home	\$27.00 per occasion	\$28.01
7	20(g)	Freezer Allowance	\$7.05 per week	\$7.31 per week
8	20(h)	Forklift Allowance	\$1.00 per shift	\$1.04 per shift
9	6(iv)	Meal Allowance more than 2 hours overtime without being notified	\$9.61	\$9.97

**APPENDIX 3****BUNS CLASSIFICATIONS**

LEVEL 6

A Level 6 employee undertakes, for a period of up to three months, induction training which may include instruction on the enterprise, conditions of employment, introduction to supervisors and fellow workers, training and career path opportunities, plant layout, work and documentation procedures, occupational health and safety, food industry hygiene, equal employment opportunity and quality control/assurance.

#### General Description

An employee at this level performs routine and repetitive duties essentially of a manual nature and to the level of his/her training:

1. Performs general labouring and cleaning duties; including tidying of work area, stacking crates, removing rubbish etc.
2. Exercises minimal judgement;
3. Works under direct supervision.
4. Maintains sanitation/hygiene of work area;
5. Demonstrates good housekeeping procedures;
6. Undertakes structured training so as to enable him/her to progress to higher levels.

#### LEVEL 5

A Level 5 employee has completed structured training so as to enable the employee to perform work within the scope of this level.

##### (i) General Description

An employee at this level performs work above and beyond the skills of a Level 6 employee and to the level of his/her training:

1. Works under routine supervision or instruction, either individually or in a team environment;
2. Understands and undertakes basic quality control/assurance procedures including the ability to recognise basic quality deviations/faults;
3. Reads instructions, records activities and utilises basic statistical control procedures.

Indicative of the tasks which an employee at this level may perform are the following:

Repetition work on automatic, semi-automatic or single purpose machines or equipment;

use of selected hand tools;

keeping of simple records;

use of hand trolleys and crate dollies;

assistance in the provision of on the job training;

routine repetitive tasks;

basic customer service and liaison;

maintenance of sanitation/hygiene of work area; and

awareness of hygiene and food safety requirements.

punctuality, diligence and reliability;

(ii) Production & Packing Strand

A Level 5 Production & Packing employee may be required to perform any or all of the following:

Performing general product handling, labouring and cleaning duties;

performing the tin change operations;

operating a crate washer safely;

maintaining sanitation of area;

loading baskets;

identifying correct bags;

operating cliplocks;

knowing correct product codes;

monitoring quality and product culling;

following orders and production runs.

(iii) Distribution Strand

A Level 5 Distribution employee may be required to perform any or all of the following:

Accuracy with figures;

undertaking training on delivery runs to achieve good territory and product knowledge;

performing loading of delivery trucks;

developing good customer relations;

providing customer feedback;

communicating with supervisors and customer staff;

recording and maintaining basic records and making simple written reports.

#### LEVEL 4

A Level 4 employee has a general knowledge of the company's operations as it relates to production, packing or distribution and customer service processes.

(i) General Description

A Level 4 employee performs work above and beyond the skills of an employee at Level 5 and to the level of his/her training:

1. Is responsible for the quality of his/her own work subject to routine supervision;
2. Works under routine supervision either individually or in a team environment;



3. Exercises discretion within his/her level of skills and training;
4. Is trained to operate machinery and equipment required in the performance of his/her work;
5. Understands the importance of hygiene and food safety standards.

Indicative of the tasks which an employee at this level may perform are the following:

Receiving, inspecting, documenting, recording, storing and assigning of inwards goods;

basic inventory control in the context of a production process;

basic keyboard skills;

operation of mobile equipment including forklifts and gantry cranes;

undertaking training in the skilled operation of ferment plant;

ability to assess product quality and maintain basic statistical records; and

assist in the provision of on the job training.

(ii) Production Strand

A Level 4 Production employee must be capable of the following:

Understanding the dividing operation and operating machinery;

understanding the moulding process and be able to set and adjust.

(iii) Packing Strand

A Level 4 Packing employee must be capable of the following:

Operating the slicing and flowpack machines;

operating other equipment (cliplocks, baggers);

make-up and assembly of orders

understanding of stock rotation procedures

(iv) Distribution Strand

A Level 4 Distribution employee must be capable of the following:

able to demonstrate to the satisfaction of the Distribution Manager that a delivery run can be done under minimum supervision;

maintaining good customer relations and service;

communicating with workers and supervisors;

identifying opportunities for more efficient distribution;

general enthusiasm, energy, punctuality and personal hygiene

having good territorial and product knowledge;

providing customer feedback;

possessing good people skills.

### LEVEL 3

A Level 3 employee is an employee who holds an appropriate trades certificate, or an employee of equivalent standing, who has a sound knowledge of the company's operations as it relates to production, packing or distribution and customer service processes.

#### (i) General Description

Indicative tasks performed at this level are:

1. basic quality checks on work of others;
2. lubrication of machinery and equipment;
3. assistance in provision of on job training;
4. recognition and identification of quality faults, or machine operation faults, rejection of sub-standard product; and
5. responsible for compliance with the Food Safety program.

#### (ii) Production Strand

A Level 3 Production employee must be capable of the following:

Recognising and weighing ingredients;

monitoring dough quality and adjusting accordingly;

operating subsidiary equipment (e.g. ferment tanks, seeder, conveyors, Model K's etc.);

operating computerised machinery;

understanding the final proof process and operating machinery;

understanding the baking process and operating machinery; and

understanding the de-panning and cooling process and operating machinery.

#### (iii) Packing Strand

A Level 3 Packing employee must be capable of the following:

Responsibility for the make-up and assembly of orders;

responsibility for the scheduling of meal breaks;

responsibility for on-line decision making relating to machine stoppages etc.;

responsibility for on-line Quality Assurance including measuring and recording of compliance with specifications.

(iv) Distribution Strand

A Level 3 Distribution employee must be capable of the following in addition to the skills of a Level 4 Distribution employee:

Assisting with on-the-job training of new employees;

able to competently carry out delivery rounds under limited supervision;

LEVEL 2

A Level 2 employee is required to exercise skills and knowledge above and beyond an employee at Level 3 and to the level of his/her training:

exercises good interpersonal communication skills;

exercises keyboard skills;

exercises discretion within the scope of this grade;

performs work under limited supervision either individually or in a team environment;

(i) General Description

Indicative tasks performed at this level are:

relieving drivers on short notice;

demonstrating a high understanding of baking technology and practice, including recipe interpretation and mixing processes, and is capable of operating flexibly throughout the production and packing area, including dough making.

ensuring compliance with the Food Safety program; and

ensuring compliance with the Quality Assurance standards.

LEVEL 1

A Level 1 employee is required to exercise skills and knowledge above and beyond an employee at Level 2 and to the level of his/her training:

is able to set up, operate and adjust all machinery and equipment relevant to his/her operational section;

provides guidance and assistance as part of a work team;

exercises discretion within the scope of this level;

works under general supervision either individually or in a team environment;

(i) General Description

Indicative tasks performed at this level are:

task allocation;

work scheduling within a plan;

training staff;

accountable for Quality Assurance for an operational section;

accountable for compliance with Food Safety program for an operational section;

work performance assessment of staff; and

make recommendations for engagement, termination or promotion of staff.

(ii) Production Strand

being responsible for an operational section, the employees of this level must be completely competent with all machinery, equipment and systems relating to this operational section (i.e. equal standard to each operator).

All Distribution Strand employees at all levels shall engage in the necessary duties on the dock in conjunction with their driving positions in order to maintain flexibility of work in the Dock area.

P. J. SAMS *D.P.*

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(1761)

**SERIAL C3172****PEPPERS RESORT PROJECT AWARD 2004**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Labor Council of New South Wales, State peak council for employees.

(No. IRC 5211 of 2004)

Before The Honourable Justice Walton, Vice-President

23 September 2004

**AWARD****Arrangement**

Clause No.	Subject Matter
1.	Objectives
2.	Definitions
3.	Application
4.	Duration
5.	Industry Standards
5.1	Superannuation and Redundancy
5.2	Top Up/24 Hour Income Protection Insurance
5.3	Project Productivity/Site Allowance Productivity/Site Allowance Payment - Project Milestone
6.	Environment, Health, Safety and Rehabilitation (EHS&R)
6.1	Induction
6.2	Environment, Health and Safety Plans
6.3	The Safety Committee
6.4	Safety Procedures
6.5	OH&S Industry Induction
6.6	Formwork Safety
6.7	Temporary Power/Testing and Tagging
6.8	Crane Safety
7.	Dispute Resolution

- 7.1 Employer & Project Wide specific Disputes
- 7.2 Demarcation Disputes
- 7.3 Procedures to Prevent Disputes Regarding Non-Compliance
- 8. Monitoring Committee
- 9. Productivity Initiatives
  - 9.1 Inclement Weather
  - 9.2 Rostered Days Off
  - 9.3 Maximising Working Time
  - 9.4 Hours of Work
- 10. Immigration Compliance
- 11. Long Service Compliance
- 12. No Extra Claims
- 13. No Precedent
- 14. Union Rights
  - 14.1 Visiting Union Officials
  - 14.2 Rights of the Project Delegate
  - 14.3 Union Membership
- 15. Australian Content
- 16. Protective Clothing
- 17. Workers Compensation and Insurance Cover
- 18. Apprentices
- 19. Training and Workplace Reform
- 20. Project Death Cover
- 21. Anti-Discrimination
- 22. Personal/Carers Leave
  - 22.1 Use of Sick Leave
  - 22.2 Unpaid Leave for Family Purpose
  - 22.3 Annual Leave
  - 22.4 Time-off in Lieu of Payment for Overtime
  - 22.5 Make-up Time
  - 22.6 Rostered days off
- 23. Project Close-Down Calendar

#### Annexure A - Parties

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

### 1. Objectives

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

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

- (g) Provision of a career structure for all Employees based on skills, competencies and increased job satisfaction;
- (h) Provision of high standards of occupational health & safety on the Project;
- (i) Promote and encourage workplace reform and enterprise bargaining through the establishment of appropriate certified agreements;
- (j) Implementation of this Award, and compliance with all relevant statutory provisions;
- (k) Elimination of unproductive time;
- (l) Improved compliance by subcontractors with the provisions of applicable awards and/or enterprise agreements and legislative requirements;
- (m) Improved wages and conditions for all employees working on the project;
- (n) Increased leisure time for employees by eliminating excessive hours of work.
- (o) Enhancing job opportunities for persons who have a legal right to work including persons who wish to take on apprenticeships or traineeships.
- (p) Adoption of a co-operative and non-adversarial approach to Industrial Relations issues.
- (q) Commitment to positive project outcomes including completion within Budget.
- (r) Commitment to the NSW Government Code of Practice for the Construction Industry.

## 2. Definitions

"Award" means this "Peppers Resort Project Agreement Award 2004" made between the Parties.

"Builder" means Barclay Mowlem Construction Limited of 20 Bridge Street, Pymble, New South Wales.

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

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

"Employer" means Barclay Mowlem Construction Limited and/or any subcontractor engaged to work on the Project.

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

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

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

"Monitoring Committee" means the committee established under clause 8 of this Award.

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

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

"Programme Milestones" means the milestones listed in Clause 5.3 (e)(i) and varied by the Monitoring Committee from time to time.

"Project" means the construction works contracted to Barclay Mowlem Construction Limited for the Peppers Resort located at Kingscliff, NSW.

"Project Manager" means the Project Manager appointed by Barclay Mowlem Construction Limited from time to time.

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

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

### **3. Application**

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

### **4. Duration**

This Award shall operate on and from the 20th August 2004 until practical completion is achieved or 31st December 2005 whichever occurs first.

### **5. Industry Standards**

#### **5.1 Superannuation and Redundancy**

- (a) Each Employer will pay on behalf of each of its employees working on the Project a superannuation contribution of 9% of the employee's ordinary time earnings, or a minimum of \$100 per week whichever is the greater, to the superannuation fund nominated in the relevant industrial instruments eg C+BUS/BUSQ, NESS, STA, TWU or such other scheme approved by the parties.
- (b) Each Employer will make a redundancy contribution on behalf of each of its employees working on the Project of not less than \$61 per week into ACIRT/BERT or other schemes approved by the parties. Such redundancy contributions will be off-set against an Employers' enterprise agreement.
- (c) The "Superannuation and Redundancy Scheme" contribution rates for Apprentices are provided for in Clause 20 Apprentices.

#### **5.2 Top Up/24 Hour Income Protection Insurance**

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

#### **5.3 Project Productivity/Site Allowance**

- (a) Subject to provisions herein and subclause 5.3(b) where an Employer has an Enterprise Agreement in place the Employer will pay a Project Productivity/Site Allowance for persons



engaged on the Project of \$2.00 per hour for each hour worked on the Project. This payment does not attract any penalty or premium. The Project Productivity/Site Allowance referred to in this clause is not intended to affect any similar "Productivity/Site Allowance" otherwise payable under a building award or enterprise agreement as defined in clause 2.

- (b) Where an Employer does not have an Enterprise Agreement in place and is paying his or her employees under the appropriate building award, the Project Productivity/Site Allowance for such persons engaged on the project will be \$4.00 for each hour worked on the Project.
- (c) Where those employees who are receiving a Project Productivity/Site Allowance of \$4.00 it shall be in lieu of all Special Rates with the exception of the following:
  - (i) Heavy Block Rate
  - (ii) Explosive Power Tool
  - (iii) Toxic Substances and Toxic Fumes
  - (iv) Swing Scaffold
  - (v) Formwork Certificate Allowance of \$0.20 per hour
- (d) Transport Drivers - It is further agreed that any Transport Driver carrying out work relating to the Project will be paid, in addition to his/her Award or Enterprise Agreement rate of remuneration, the Project Productivity/Site Allowance set out in sub-clause 5.3(a) provided the driver has had a regular involvement of two (2) hours or more on any day with the project.
- (e) Productivity/Site Allowance Payment - Project Milestones
  - (i) the performance payment shall relate to achievements for works completed to Project Milestones. The Peppers Resort Project Milestones are as follows:
 

Project Milestone No 1: Ground floor podium slabs to all buildings completed by 7/2/05

Project Milestone No 2: Concrete Structures to all buildings completed by 21/3/05

Project Milestone No 3: Roofs to all buildings completed by 3/5/05

Project Milestone No 4: Certificate of Classification issued by 26/10/05

Project Milestone No 5: Practical Completion issued by 16/11/05
  - (ii) the monthly reviews will certify the achievement of Project Milestones for the purpose of entitlement to the payment for works completed.
  - (iii) in the event that a Project Milestone is not achieved, the Monitoring Committee shall meet to determine:
 

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

The action required catching up to the Project Milestone.

If payment shall continue for the coming month.

However, if in spite of the parties best efforts, a Project Milestone is not achieved for two consecutive months and there are not extenuating circumstances then the Monitoring Committee shall meet to discuss why that target has not been achieved and how best, time can be made up to ensure Project Milestone (s) are achieved.

If a Project Milestone Date is not achieved and there are not extenuating circumstance(s) acceptable to the Monitoring Committee, then no payment will be made against achievement of that Milestone.

If in the following period(s) work catches up to allow achievement of the subsequent Project Milestone(s) then a payment shall be made and shall include payment(s) for the preceding Project Milestone.

The parties agree that the Barclay Mowlem Construction Limited Project Manager, in conjunction with the Monitoring Committee shall determine if the identified Milestones for the Project have been achieved.

## **6. Environment, Health, Safety and Rehabilitation (EHS&R)**

### **6.1 Induction**

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

### **6.2 Environment, Health and Safety Plans**

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

### **6.3 The Safety Committee**

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

### **6.4 Safety Procedures**

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

- (c) The Parties agree that pursuant to the Code of Practice, in the event that an unsafe condition exists, work is to continue in all areas not affected by that condition and those employers may direct employees to move to a safe place of work. No employee will be required to work in any unsafe area or situation.
- (d) Where an unsafe condition has been agreed by the Safety Committee, corrective action will be implemented immediately. Works will not recommence in this area until the rectification works have been accepted, by both the Safety Committee and the Project Manager.
- (e) Any disagreement as to the proper rectification of an unsafe condition shall be referred to a Work Cover Inspector whose determination shall be binding on all parties.

#### 6.5 OH&S Industry Induction

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

#### 6.6 Formwork Safety

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

#### 6.7 Temporary Power/Testing and Tagging

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

#### 6.8 Crane Safety

Any mobile crane utilised on the project is to carry appropriate registration and be fit for purpose. Where a dispute arises regarding the safety of a mobile crane on the project the parties may seek the assistance of either the local WorkCover inspector, or Cranesafe Australia (New South Wales) where a certified assessor is locally based.

### 7. Dispute Resolution

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

#### 7.1 Employer and Project Wide Specific Disputes

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

- (a) Discussion shall occur firstly between those directly affected;
- (b) Discussion between site management representatives of the Employer and the Union delegate;
- (c) Discussion between site management representatives of the Employer and the Union organiser;
- (d) Discussion between senior management of the Employer, Barclay Mowlem Construction Limited and the appropriate Union official;

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

## 7.2 Demarcation Disputes

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

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

## 7.3 Procedures to prevent Disputes Regarding Non- Compliance

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

## 8. Monitoring Committee

- 8.1 The Parties will establish a committee to monitor the implementation of this Award.

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

## **9. Productivity Initiatives**

### **9.1 Inclement Weather**

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

### **9.2 Rostered Days Off**

The implementation of Rostered Days Off (RDO's) is set down in clauses 22.6 and 23. The purpose which is to:

- (a) increase the quality of working life for Employees; and
- (b) Increase the productivity of the Project.

Records of each Employee's RDO accruals will be recorded on the employees pay slip and copies made available to the Employee, the Employee's delegate or union official upon request. It is acknowledged that different arrangements in relation to the banking of RDO's may apply to members of the CEPU.

### 9.3 Maximising Working Time

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

### 9.4 Hours of Work

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

## 10. Immigration Compliance

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

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

## 11. Long Service Compliance

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

## 12. No Extra Claims

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

## 13. No Precedent

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

## 14. Union Rights

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

### 14.1 Visiting Union Officials

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

#### 14.2 Rights of the Project Delegate

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

- (a) The Parties acknowledge it is the sole right of the Project workforce to elect the Project Delegate, who shall be recognised as the authorised representative of the Unions in respect of the Project.
- (b) The Project Delegate shall have the right to approach or be approached by any Employee of an Employer to discuss industrial matters with that Employee during normal working hours.
- (c) The Project Delegate shall have the right to communicate with the Project workforce in relation to industrial matters without impediment by an Employer. Without limiting the usual meaning of the expression "impediment", this provision applies to the following conduct by an Employer:
  - (i) moving the Project Delegate to a workplace or work situation which prevents or significantly impedes communication with the Project workforce;
  - (ii) changing the Project Delegate's shifts or rosters so that communication with Employees is prevented or significantly impeded;
  - (iii) disrupting duly organised meetings.
- (d) The Project Delegate shall be entitled to represent the Project workforce in relation to industrial matters on the Project, and without limiting the generality of that entitlement is entitled to be involved in representing the Project workforce:
  - (i) the introduction of new technology on the Project and other forms of workplace change;
  - (ii) career path, reclassification, training issues; and to initiate discussions and negotiations on any other matters affecting the employment of the Employees;
  - (iii) ensuring that Employees on the Project are paid their correct wages, allowances and other lawful entitlements;

- (iv) to check with relevant industry schemes so as to ensure that superannuation, long service leave and redundancy has been paid on time.
- (e) In order to assist the Project Delegate to effectively discharge his or her duties and responsibilities, the Project Delegate shall be afforded the following rights:
  - (i) the right to reasonable communication with other delegates, union officials and management in relation to industrial matters, where such communication cannot be dealt with or concluded during normal breaks in work;
- (f) There shall be no deduction to wages where the union requires a delegate to attend any Court or Industrial Tribunal proceedings relating to industrial matters at the workplace impacting on employees.
- (g) The Employer of the Project Delegate shall provide to the Project Delegate the following:
  - (i) A lockable cabinet for the keeping of records;
  - (ii) Access to a meeting room;
  - (iii) Use of the telephone for legitimate union business associated with the Project;
  - (iv) From existing resources, and when required for legitimate union Project related business, access to a word-processor, typewriter, a photocopier, facsimile machine.

#### 14.3 Union Membership

Properly accredited officials and workplace representatives of the union shall have the right to be provided with appropriate access to employees to promote the benefits of union membership. To assist in this process the Employer shall, if requested by the Union and authorised by the Employee, provide Payroll Deduction Services for Union fees. Such fees shall be remitted to the Union on a regular agreed basis with enough information supplied to enable the Union to carry out reconciliation.

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

### 15. Australian Content

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

### 16. Protective Clothing

- 16.1 Unless provided for in an Employers "Enterprise Agreement", Employers will provide their Employees engaged on site with legally produced Australian made protective clothing and footwear on the following basis:

- (a) Safety Footwear

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

- (b) Clothing

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



(c) Jackets

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

- 16.2 In circumstances where any Employee(s) of Employers are transferred to the Project from another Project where an issue of equivalent clothing was made, then such Employee shall not be entitled to an issue on this Project until the expiry of the calendar year or on a fair wear and tear basis.
- 16.3 Employees who receive from their Employer an issue and replacement of equivalent clothing and/or safety footwear as part of the Employer's policy, EBA, or relevant industrial instrument shall not be entitled to the provisions of this clause.
- 16.4 Employers will consult with the CFMEU to be provided with a list of Australia Manufacturers who do not use illegal or exploited labour in the manufacturing of their work clothes.

### **17. Workers Compensation and Insurance Cover**

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

- (e) An Employer who has received compensation money from an insurer shall forward such money to the person entitled to the compensation within three (3) working days;
- 17.5 Where there has been a serious incident and/or accident which has resulted in a serious injury or loss of life the Employer shall notify the relevant union immediately
- 17.6 The Employer will also complete the relevant accident notification form and send it to WorkCover.

### **18. Apprentices**

- 18.1 As part of the Project's commitment to industry training, a ratio of one apprentice/ trainee to every five tradespersons within each Employer's workforce is to be maintained.
- 18.2 The Parties acknowledge for Apprentices the superannuation contribution rate is 9% of ordinary time earnings, which shall be made to the superannuation fund nominated in the relevant industrial instruments being C+BUS/BUSSQ or other schemes approved by the Parties.
- 18.3 The minimum contribution rates for Apprentices into ACIRT or BERT or other schemes approved by the parties will be as follows:
- |          |                  |
|----------|------------------|
| 1st Year | \$15.00 per week |
| 2nd Year | \$30.00 per week |
| 3rd Year | \$45.00 per week |
| 4th Year | \$61.00 per week |

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

### **19. Training and Workplace Reform**

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

### **20. Project Death Cover**

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

### **21. Anti-Discrimination**

- 21.1 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.
- 21.2 This includes discrimination on the ground of race, sex, marital status, disability, homosexuality, transgender identity, responsibilities as a carer and age.
- 21.3 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Award, the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It will be consistent with fulfilment of these obligations for the parties to make application to vary any provision of the Award, which, by its terms or operation, has a direct or indirect discriminatory effect.

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

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

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

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

## **22. Personal/Carers Leave**

### **22.1 Use of Sick Leave**

- (a) An Employee, other than a casual employee, with responsibilities in relation to a class of person set out in clause 22.1 (c) (ii) who needs the Employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, for absences to provide care and support, for such persons when they are ill. Such leave may be taken for part of a single day.
- (b) The Employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an Employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
  - (i) the Employee being responsible for the care of the person concerned; and
  - (ii) the person concerned being:
    - a spouse of the Employee; or
    - a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
    - a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian) grandparent, grandchild or sibling of the Employee or spouse or de facto spouse of the employee; or
    - a same sex partner who lives with the Employee as the de factor partner of that Employee on a bona fide domestic basis; or
    - a relative of the Employee who is a member of the same household, where for the purposes of this paragraph:

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

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

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

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

## 22.2 Unpaid Leave for Family Purpose

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

## 22.3 Annual Leave

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

## 22.4 Time-off in Lieu of Payment for Overtime

- (a) An Employee may elect, with the consent of the Employer, to take time-off in lieu of payment for overtime at a time or times agreed with the Employer within twelve (12) months of the said election.
- (b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, which is an hour for each hour worked.
- (c) If, having elected to take time as leave in according with paragraph 24.4(a) above, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve (12) month period or on termination.
- (d) Where no election is made in accordance with paragraph 22.4(a), the Employee shall be paid overtime rates in accordance with the award.

## 22.5 Make-up Time

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

time at a later time), at the shift work rate, which would have been applicable to the hours taken off.

## 22.6 Rostered days off

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

## 23. Project Close-Down Calendar

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

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

### Project Closedown Calendar 2004

*Monday August 16	Paid RDO (flexible)
*Monday September 13	Paid RDO (flexible)
Saturday October 2	No Work Saturday RDO
Sunday October 3	No Work Sunday
Monday October 4	No Work paid Labour Day Public Holiday
*Tuesday October 5	Paid RDO (fixed)
*Monday November 8	Paid RDO (flexible)
Saturday December 4	No Work Saturday RDO
Sunday December 5	No Work Sunday
Monday December 6	No Work paid Union Picnic Day
*Tuesday December 7	Paid RDO (fixed)
Friday December 24	Paid RDO (fixed)
Saturday December 25	No Work paid Xmas Day
Sunday December 26	No Work Boxing Day
Monday December 27	No Work paid Boxing Day Public Holiday

*Friday December 31	Paid RDO (flexible)

\* Award RDO's

### Project Closedown Calendar 2005

Saturday January 1	No Work New Year's Day
Sunday January 2	No Work Sunday
Monday January 3	No Work paid New Year's Day Public Holiday
Wednesday January 26	No Work paid Australia Day Public Holiday
Thursday January 27	Paid RDO (fixed)
*Friday January 28	Paid RDO (fixed)
Saturday January 29	No Work Saturday
Sunday January 30	No Work Sunday
*Monday February 28	Paid RDO (flexible)
Friday March 25	No Work paid Good Friday Public Holiday
Saturday March 26	No Work Saturday RDO
Sunday March 27	No Work Sunday
Monday March 28	No Work paid Easter Monday Public Holiday
*Tuesday March 29	Paid RDO (fixed)
*Friday April 22	Paid RDO (fixed)
Saturday April 23	No Work Saturday RDO
Sunday April 24	No Work Sunday
Monday April 25	No Work paid Anzac Day Public Holiday
*Monday May 23	Paid RDO (flexible)
Saturday June 11	No Work Saturday RDO
Sunday June 12	No Work Sunday
Monday June 13	No Work paid Queen's Birthday Public Holiday
*Tuesday June 14	Paid RDO (fixed)
*Monday July 11	Paid RDO (flexible)
*Monday September 5	Paid RDO (flexible)
Saturday October 1	No Work Saturday RDO
Sunday October 2	No Work Sunday
Monday October 3	No Work paid Labour Day Public Holiday
*Tuesday October 4	Paid RDO (fixed)
*Monday October 24	Paid RDO (flexible)
*Monday November 21	Paid RDO (flexible)
Saturday December 3	No Work Saturday RDO
Sunday December 4	No Work Sunday
Monday December 5	No Work paid Union Picnic Day
*Tuesday December 6	Paid RDO (fixed)
*Friday December 23	Paid RDO (fixed)
Saturday December 24	No Work Saturday
Sunday December 25	No Work Xmas Day
Monday December 26	No Work paid Xmas Day Public Holiday

Tuesday December 27	No Work paid Boxing Day Public Holiday
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\* Award RDO's

## ANNEXURE A

### PARTIES

#### Part 1

##### EMPLOYERS:

Barclay Mowlem Construction Limited

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

#### Part 2

##### UNIONS:

Labor Council of New South Wales

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

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

Electrical Trades Union of Australia (NSW Branch)

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

Transport Workers' Union of Australia, New South Wales Branch

## ANNEXURE B

Authority to obtain details of work rights from DIMIA

#### EMPLOYEE DETAILS

As specified in passport or other identity document)

Family

Name: \_\_\_\_\_

Given

Name(s): \_\_\_\_\_

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

Date of Birth: \_\_\_\_\_

Nationality: \_\_\_\_\_ Passport Number \_\_\_\_\_

Visa Number: \_\_\_\_\_ Visa Expiry Date \_\_\_\_\_

I authorise the Department of Immigration and Multicultural and Indigenous Affairs (DIMIA) to release the

details of my work rights status (that is, my entitlement to work legally in Australia) to the named employer/ labour supplier.

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

Employee Signature: \_\_\_\_\_

Date: \_\_\_\_\_

#### EMPLOYER/LABOUR SUPPLIER DETAILS

Business

Name: \_\_\_\_\_

Business Street

Address: \_\_\_\_\_

Type of Business: \_\_\_\_\_

Name of Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

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

Please ensure that this number is correct

The completed form should be faxed to 1800 505 550

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

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

Printed by the authority of the Industrial Registrar.



(1358)

**SERIAL C3401****AUSTRALIAN JOCKEY CLUB HOSPITALITY EMPLOYEES AWARD  
2004**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Employers First, an organisation of employers and a State Peak Council for Employers.

(No. IRC 5041 of 2004)

Before The Honourable Justice Haylen

24 September 2004

**AWARD****1. Arrangement**

Clause No.	Subject Matter
1.	Arrangement
2.	Statement of Intent
3.	AJC Convention and Exhibition Centre Classification Structure
4.	Wage Rates
5.	Hours of Minimum Engagement
6.	Overtime
7.	Labour Flexibility
8.	Meals and Rest Periods
9.	Terms of Employment
10.	Postponement
11.	Public Holidays

12. Time and Wages Book or Sheet
13. Payment of Wages
14. Right of Entry of Union Officials
15. Posting of Agreement
16. Occupational Health and Safety
17. Uniforms
18. Equal Employment Opportunity
19. Mixed Functions
20. Grievance Procedure
21. Training
22. Fares and Parking
23. Anti-Discrimination
24. Area, Incidence and Duration
25. Leave Reserved and No Extra Claims

#### PART A

#### PART B

#### MONETARY RATES

### 2. Statement of Intent

- (i) This award has been designed to facilitate the smooth establishment and ongoing organisational development of the Australian Jockey Club (AJC).
- (ii) The parties to this award are committed to:
  - (a) Efficiencies and productivity being constantly reviewed and improved and thereby allowing the AJC to compete against other racing, gaming and wagering and competitor service organisations on a cost-effective basis.
  - (b) The creation and maintenance of a harmonious employee relations environment which is typified by consultation and participation with employees and the Union which supports the AJC's vision.
  - (c) The provision of a framework within which the AJC can generate interesting and fulfilling work and develop systems which allow employees to reach their full potential and progress through a career path while simultaneously maximising the efficiency and productivity of the AJC.
  - (d) The creation of a co-operative working environment, where quality and pride of working for the AJC are fostered and that any issues of internal demarcation are eliminated where such work falls within the employees level of skills and training.
  - (e) To maintain the highest standard in quality and consistency for food and food service, attending to all guest requirements, ensuring the guest receives professional, courteous and efficient service in accordance with the AJC's general competencies, set service standards and procedures.

### 3. AJC Convention and Exhibition Centre Classification Structure

- (i) The following classification structure shall apply:
  - (a) Grade 1 is an employee who is:
    - (1) undertaking up to three months or six engagements (whichever is the greater) on-the-job training so as to enable the employee to be employed as a Grade 2 employee; or

- (2) providing general assistance to employees of a higher grade, not including cooking or direct service to customers, and is primarily engaged in one or more of the following:

assembly and preparation of ingredients for cooking;

cleaning and tidying of associated areas including collection and return of linen;

handling pantry items;

room set-up and moveage not including dressing tables;

directing guests to parking areas;

setting and/or wiping down tables, removing food plates, emptying ashtrays and picking up glasses and the cleaning of equipment, general utensils, crockery and glasses;

general cleaning and labouring tasks;

receiving, storing and distributing goods not involving the extensive use of documents and records (runner);

shop days, which shall mean days of employment in preparatory or cleaning up work at the AJC or at the site of the job.

- (b) Grade 2 is an employee who in addition to the duties of Grade 1 is primarily engaged in one or more of the following:

heating pre-prepared meals and/or preparing and/or serving simple food items such as sandwiches, salads, toasted foodstuffs, carvery and barbeque;

undertaking general waiting duties of both food and or beverages, including cleaning of restaurant equipment, preparing tables and sideboards, clearing tables, taking customers orders at a table and serving food and/or beverages to tables;

cleaning, tidying and setting up of kitchen, food preparation, wash-up and customer service areas, including the cleaning of equipment, crockery, pantry and pot wash and general utensils, and involving the use of specialised cleaning equipment and/or chemicals;

taking orders by telephone or whilst stationed at a fixed ordering point;

service from a snack bar, buffet or meal counter;

receipt of monies, giving change, operation of cash registers, and use of electronic swipe input devices;

driving a motor vehicle requiring the holding of a NSW class 1A licence;

greeting and seating guests under general supervision;

supplying, dispensing or mixing of liquor including the sale of liquor, cleaning of bar areas and equipment, preparing the bar for service, taking orders and serving drinks and assisting in the cellar;

attending the cloakroom;

laundry and specialised cleaning duties involving the use of specialised cleaning equipment and/or chemicals;

supervising food and beverage attendants of a lower grade.

- (c) Grade 3 is an employee who in addition to the duties of Grade 2 is primarily engaged in one or more of the following:

preparing and cooking a limited range of basic food items such as breakfasts, grills and snacks;

waiting duties of food and/or beverages, including providing assistance in choosing the meal and wines by providing detailed information when required of each item listed on menus, advising customers on the appropriate choices of wine and providing information of wine types and all items on the wine list, taking customer orders, serving food and/or beverages, supervises or undertakes the clearing of tables after and during meals, receipt of monies, taking reservations, greeting and seating guests;

preparing and serving a range of drinks, including blended and other cocktails;

receiving, storing and distributing goods including use of documents and records not involving the control of the store or cellar;

providing basic instruction and on the job training on a one to one basis to employees of a lower grade;

supervision of food and beverage attendants of a lower grade;

cashier;

kitchen attendant Grade 3 shall mean an employee who is engaged in specialised non-cooking duties in kitchen or food preparation area, or supervision of kitchen attendants.

- (d) Grade 4 is an employee who is primarily engaged in one or more of the following:

undertaking general cooking items, including a la carte cooking, baking, pastry cooking or butchery;

full control of a cellar and/or store including stock control and ordering;

food and beverage supervisor shall mean an employee who has the appropriate supervisory course, and who has the responsibility for supervision, training and co-ordination of food and beverage staff, and/or stock control for a bar or series of bars;

kitchen attendant Grade 4 shall mean an employee who has the appropriate supervisory course, and has the responsibility for the supervision, training and co-ordination of kitchen attendants of a lower grade.

- (e) Grade 5 is an employee who has completed an apprenticeship or who has passed the appropriate trade test and who is engaged in any of the following:

undertaking cooking, baking or pastry cooking duties;

undertaking general and specialised waiting duties in a restaurant;

other trade work as appropriate to an employees trade.

- (ii) The AJC may require the employee to provide proof of any previous service or a trade certificate at the time of commencing employment. Where it is established that the employee failed to disclose that information when required to do so such service or qualification shall not be taken into account when assessing any later claim on the AJC.

- (iii) The above grades cover all food and beverage employees working at the AJC, but not managerial staff whose principal functions are not described in the grade descriptions. Where an employee's duties are not mentioned within these classifications the employee shall be classified in a grade which, by reference to the grading descriptors, most closely reflects the skills and responsibilities of the job.

#### **4. Wage Rates**

- (a) The hourly wage rates shall be those prescribed in Table 1 of Part B, Monetary Rates of this award. These hourly wage rates include compensation for the provision of uniforms and pro rata annual leave.
- (b) Where, in accordance with a State Wage Case, wages are to be adjusted by a money amount the formula set out in Part A shall be applied.

#### **5. Hours and Minimum Engagement**

- (i) All employees engaged by the AJC prior to 9th April 2001, shall be paid for a minimum of 4 hours for each engagement except for existing food employees working at:-
  - (a) Weekend race meetings at Randwick and Warwick Farm Racecourses - a minimum of 6 hours shall be paid.
  - (b) Mid-week and twilight race meetings at Warwick Farm Racecourse - a minimum of 4.5 hours shall be paid.
  - (c) Mid-week race meetings at Randwick Racecourse - a minimum of 5 hours shall be paid.
- (ii) For the purposes of this award, an existing food employee means an employee who worked for the AJC on at least eight engagements in the twelve months prior to 28 January 1998 and who is not engaged as a bar attendant or to pick up glasses.
- (iii) For employees engaged after 9th April 2001 a minimum of three hours per engagement shall apply.
- (iv) Subject to the minimum hours requirement of this clause, finishing times are indicative only and may vary at management discretion according to customer activity levels. For employees engaged before the operation of this Award this subclause will only apply by mutual agreement.

#### **6. Overtime**

All work in excess of ten hours per engagement on Monday to Saturday shall be paid at the rate payable for work on a Sunday.

#### **7. Labour Flexibility**

- (i) For the purpose of increasing productivity and efficiency employees shall:
  - (a) perform all work within the grade in which they are employed and that of lower grades;
  - (b) perform all work which is incidental to their main task(s) or function(s);
  - (c) not impose or enforce demarcation barriers between food and beverage tasks they are required to perform;
  - (d) perform work at any work station as required by the AJC.

Provided that the work required to be performed is in the scope of the employee's skills and competence.

#### **8. Meals and Rest Periods**

- (i) An employee who is required to work more than four and a half hours will be allowed a 30 minute paid meal break and be provided with a meal of a substantial nature.
- (ii) Employees who do not qualify for a meal break under subclause (i) shall, where practicable be allowed one rest period of ten (10) minutes duration which shall be counted as time worked.
- (iii) At the conclusion of their shift staff are entitled to one non-alcoholic drink to be consumed on course. The practice of the AJC supplying alcoholic drinks to staff covered by the terms of this award was discontinued effective from 9 April, 2001.

### **9. Terms of Employment**

- (i) An employee shall be advised by the AJC prior to the commencement of duty of the time he or she will be required to commence duty.
- (ii) Subject to the provision of the postponement conditions of clause 10 any employee if so directed by the AJC to report for duty shall, if the employee so attends, be paid from that time whether work is ready to be commenced or not.
- (iii) Upon engagement an employee shall be informed by the AJC of the basis and nature of engagement, and the AJC shall record same on the time and pay sheets.

### **10. Postponement**

- (i) Except as set out below, an employee who is engaged to attend and attends a meeting or function which is postponed or cancelled after the employee's nominated starting time, and the employee has commenced work, the employee shall be paid a minimum of four hours or hours worked in excess of four hours.
- (ii) If notice of postponement or cancellation of the meeting or function is broadcast or published by radio or press two hours or more before the employee's rostered starting time the employee shall not be paid.
- (iii) Except where notice has been given in accordance with paragraph (ii), if the employee attends work but the meeting is postponed or cancelled prior to the employee's nominated starting time the employee shall be paid for two hours.
- (iv) Where the race meeting has been cancelled or postponed and in lieu thereof a phantom fixture is conducted, employees not required for duty for the purpose of the phantom race meeting are to have their entitlements determined in accordance with the provisions of this clause.

### **11. Public Holidays**

- (i) Holidays shall mean New Year's Day, Australia Day, Union Picnic Day (which shall be held on the third Monday in February) Good Friday, Easter Saturday, Easter Monday, Queen's Birthday, Eight Hour Day, Anzac Day, Christmas Day, Boxing Day, or such other day as is generally observed in the locality as a substitute for any of the said days respectively.
- (ii) Where an additional public holiday is proclaimed or gazetted by the authority of the State Government and such proclaimed or gazetted holiday is to be observed generally by persons throughout the State, or when such a proclaimed or gazetted day is, by any required judicial or administrative order, to be so observed, then such day shall be deemed to be a holiday for the purposes of the award.

## 12. Time and Wages Book Or Sheet

The AJC shall keep a time and wages book or sheet showing the number of hours worked each day by each employee and the rate of payment made to such employees, such book or sheet shall be open for inspection by an accredited official of the union at all reasonable times.

## 13. Payment of Wages

- (i) If not paid before, wages shall be paid on a weekly basis, within three working days from the end of the pay period, by electronic funds transfer to an employee's nominated bank or other financial institution. The normal pay period will run from Tuesday to Monday. Compensation for any cost to employees associated with such transfer is included in the hourly rate.
- (ii) An employee may elect to sacrifice part of the employees salary to be an additional superannuation contribution above the rate prescribed by the *Superannuation Guarantee Charge Act 1992*.
- (iii) Where salary sacrifice contributions are to be made on behalf of an employee to the Asset Superannuation Plan, the wage rates prescribed by Table 1 (in respect of such an employee) include a component being the salary sacrifice contribution. That is, that part of the wage rate representing the salary sacrifice contribution chosen by the employee, shall be paid as a contribution by the AJC direct to the Asset Superannuation Plan. As a consequence, the employees taxable salary shall equal the relevant wage rate less the salary sacrifice contribution (if any).

## 14. Right of Entry of Union Officials

The Secretary or an accredited officer of the union shall have the right to enter the premises of the AJC at any time for the purpose of interviewing members of the union but shall not without reasonable cause enter behind a bar or service counter and shall not unduly disrupt work or services.

## 15. Posting of Award

A copy of this award shall be posted in a conspicuous position at the working premises by the AJC.

## 16. Occupational Health and Safety

- (i) The AJC prides itself on quality occupational health and safety standards. It is recognised that the benefits to be gained from effective health and safety programs are significant both in human and economic terms.
- (ii) The AJC is responsible for taking all reasonable and practicable action to achieve and maintain a performance level which safeguards the health and safety of all employees in accordance with the *Occupational Health and Safety Act 2000*.
- (iii) All employees are to be involved in safety matters and hence, to contribute to the reduction of hazards employees are to:
  - (a) identify and reduce the risk associated with all types of work-related events that may produce injury or illness; and
  - (b) identify, measure and control to safe levels any physical agents in the workplace capable of causing ill health, and
  - (c) promote the good health and welfare of employees;
  - (d) report any perceived hazard to the immediate supervisor;

- (e) report any work related injury, no matter how minor to their supervisor;
- (f) wear any safety clothing, footwear and equipment issued and specified for the job.
- (iv) The AJC's management is committed to the continuous monitoring and upgrading of its occupational health and safety policy to ensure the highest standards are met. The AJC shall where appropriate:
  - (a) provide information, instructions and training of employees to increase personal understanding of safe work practices, workplace hazards and principles of hazard control; and
  - (b) maintain a close relationship with employees, the Union and regulatory authorities in the development and implementation of standards and future strategies.
- (v) The occupational health and safety committee shall be convened subject to the provisions of the regulations of the *Occupational Health and Safety Act 2000* and shall meet at intervals not less frequent than specified in the regulations.
- (vi) First aid kits and safe flooring shall be provided.

### **17. Uniforms**

Where special uniforms other than traditional black and white dress are required to be worn they shall be supplied by the AJC and shall be and remain the property of the AJC.

### **18. Equal Employment Opportunity**

The AJC is committed to providing a workplace based on Equal Employment Opportunity and free of sexual harassment.

### **19. Mixed Functions**

An employee engaged for more than two hours during one day or shift on duties carrying a higher rate than his or her ordinary classification, shall be paid the higher rate for such day or shift. If engaged for two hours or less during one day or shift, he or she shall be paid the higher rate for the time so worked.

### **20. Grievance Procedure**

Any dispute or grievances between the AJC and its employees or any of them shall be settled in accordance with the procedures set out below.

- (i) Any grievance, claim or dispute which arises shall, where possible, be settled by discussion on the job between the employee and the management,
- (ii) If the matter is not resolved at this level, the matter will be further discussed between the affected employee, the union delegate and the management,
- (iii) If no agreement is reached, the relevant union organiser and delegate will discuss the matter with representatives of the AJC.
- (iv) Should the matter still not be resolved the following procedure will be followed:
  - (a) a joint discussion shall be held between representatives of the AJC and officials of the union,
  - (b) if the matters are not finalised they shall be referred to the Industrial Relations Commission of NSW.



- (v) Whilst the foregoing procedure is being followed work shall continue normally without any bans or limitations. Where it is agreed that there is an existing custom, work shall continue in accordance with the direction of the AJC. No party shall be prejudiced as to the final settlement by the continuance of work in accordance with this subclause.

## **21. Training**

- (i) The AJC is committed to develop and offer training to employees to enable them to undertake a wider range of tasks and proceed through a career path and to carry out their duties in accordance with the best practice in the hospitality industry.
- (ii) To achieve this aim the AJC will offer structured training to employees on an equitable basis so that employees of all work levels have a fair opportunity to participate. Employees undergoing such training will be paid for attendance at training, provided that, where product familiarisation meetings and the like are held management may allow employees not directly affected to attend without liability to payment.
- (iii) The club will not unreasonably refuse a request by an employee for training and in determining training priorities will give preference to training requested by an employee for skills specified at that employee's current level and/or the next higher level.
- (iv) The minimum engagement for attendance at training will be two hours.

## **22. Fares and Parking**

- (i) An allowance of \$10.00 per race meeting shall be paid to employees who are engaged to work at Warwick Farm Racecourse.
- (ii) Employees shall be entitled to free parking for their vehicle when attending for work at a racecourse.

## **23. 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 carers responsibilities.
- (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 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 victimize 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."

**24. Area, Incidence & Duration**

- (i) This award applies to persons employed on an hourly basis as casual employees by the Australian Jockey Club in the classifications prescribed in this award in or in connection with the provisions of food, beverage and related hospitality services for AJC race meetings, functions or other events.
- (ii) It shall supersede and be in substitution for all previous awards, agreements and orders relating to the employment of persons covered by the award, but no right, obligation or liability accrued or incurred thereunder shall be thereby affected.  
This award rescinds and replaces the Australian Jockey Club Hospitality Employees Award, published on 30 November 2001 (329 I.G 1146).
- (iii) It shall take effect on and from 24 September 2004 and shall remain in force for a period of three (3) years.

**25. Leave Reserved and No Extra Claims**

- (i) Subject to subclause (ii) below, it is a term of this Award that the Union undertakes that for the life of this Award it will not pursue an extra claims, award or overaward. In the case of state wage case adjustments the Union undertakes not to make application for any increases as a result of state wage case adjustments.
- (ii) Leave is reserved for the Union to make any application to vary the award to increase the Fares Allowance.

**PART A**

- (i) Where State Wage Case decisions prescribe an adjustment by a flat weekly amount, hourly rates in this award will be adjusted by dividing the dollar amount by 38 and adding the following loadings:
  - (a) Mondays to Saturdays - 50%
  - (b) Sundays - 100%
  - (c) Public Holidays - 150%
- (ii) The loadings specified above are not to be taken to be the loadings used to determine the agreed hourly wage rates.

- (iii) The rates of pay in this award have been loaded to compensate employees for the casual nature of the work, weekend and holiday penalties and benefits otherwise available to full time employees including annual leave, sick leave, bereavement leave, etc.
- (iv) The hourly rates in this award are based upon a 38 hour week.

## PART B

### MONETARY RATES

**Table 1**

The wage rates prescribed by Clause 4, upon ratification shall be increased by 5%.

Grade	Monday to Saturday		Sunday		Public Holiday	
1	\$17.47	(16.64)	\$23.16	(22.06)	\$30.06	(28.63)
2	\$18.25	(17.38)	\$23.88	(22.74)	\$31.63	(30.12)
3	\$20.07	(19.11)	\$25.94	(24.70)	\$33.57	(31.97)
4	\$21.78	(20.74)	\$27.88	(26.55)	\$35.13	(33.46)
5	\$23.35	(22.24)	\$28.64	(27.28)	\$37.79	(35.99)

- 1.2 Two weeks after the next State Wage Case decision (2005 decision) is known the rates shall be increased by a percentage equivalent to the amount determined by the State Wage Case. In the event a dollar amount is prescribed, that dollar amount will be divided by the amount prescribed by the Level 5 weekly rate under the Caterers (State) Award.
- 1.3 Two weeks after the following State Wage Case decision (2006 decision) is known the rates shall be increased by a percentage equivalent to the amount determined by the State Wage Case. In the event a dollar amount is prescribed, that dollar amount will be divided by the amount prescribed by the Level 5 weekly rate under the Caterers (State) Award.

W. R. HAYLEN J.

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Printed by the authority of the Industrial Registrar.

(1770)

**SERIAL C2946****TRANSPORT INDUSTRY - METROMIX CONCRETE HAULAGE  
CONTRACT DETERMINATION**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Metromix Pty Ltd for a contract determination pursuant to section 316 of the *Industrial Relations Act 1996*.

(No. IRC 5232 of 2004)

Before Commissioner Connor

21 September 2004

**CONTRACT DETERMINATION**

Clause No.	Subject Matter
1.0	Title
2.0	Scope & Intention
3.0	The Contract
3.1	Contract Term
3.2	Assignment of Contract
3.3	Termination of Contract
3.4	Administration of Contract
4.0	Cartage Rates
4.1	Payment
4.2	Method of Payment
4.3	Review of Rates
4.4	Cartage Zones

- 4.5 Extra Over Normal Payments
- 4.6 Payment Corrections
- 4.7 Safety Net
- 5.0 Responsibilities of Carriers
  - 5.1 General Responsibilities
  - 5.2 Incorporation
  - 5.3 Supply of Suitable Vehicle
  - 5.4 Supply of Driver
  - 5.5 Maintenance and Care of Agitator
- 6.0 Responsibilities of Metromix
  - 6.1 Supply and Installation of Agitator
  - 6.2 Agitator Removal
  - 6.3 Ownership
  - 6.4 Maintenance and Repair
  - 6.5 Personal Protective Equipment
  - 6.6 Site Storage
- 7.0 Operating Conditions
  - 7.1 General
  - 7.2 Driving of Vehicle
  - 7.3 Legal Loadings and Load Size
  - 7.4 Inspection and Tests
  - 7.5 Nominated Plant
  - 7.6 Concrete Slump
  - 7.7 Rejected Loads
  - 7.8 Unloading
  - 7.9 Job Site Entry
  - 7.10 Return
  - 7.11 Damage on Site
  - 7.12 Clean Up
  - 7.13 Other Distributors
  - 7.14 Housekeeping7.15 Truck Availability7.16 Road & Bridge Tolls
  - 7.17 Nominated Signature
  - 7.18 Collection of COD Payments
- 8.0 Insurance
  - 8.1 Vehicle Insurance & Workers Compensation
  - 8.2 Insurance Policies
  - 8.3 Premiums
  - 8.4 Not to Prejudice Insurance
  - 8.5 Monthly Compliance Statement
- 9.0 Limits of Liability
  - 9.1 Loss
  - 9.2 Warranty
  - 9.3 Acknowledgement of Earnings
- 10.0 Review of Relationship and Term of Determination
- 11.00 Disputes Procedure
- 12.00 Union Membership & Delegates

Appendix A - Definitions

Appendix B - Cartage Rates

Appendix C - Monthly Compliance Statement

Appendix D - Performance Standards

Appendix E - Cartage Rate - Rise & Fall

Appendix F - Calculation of Termination Payments

Appendix G - Operation of Safety Net Payment

Appendix H - Utilization Calculation

Appendix I - Support Notes

THIS DETERMINATION is made on 21 September 2004 between:

Parties

METROMIX PTY. LTD. of Marsden Street Parramatta in the State of New South Wales

ACN 002 886 839 (hereinafter referred to as "Metromix"); and

THE TRANSPORT WORKERS UNION OF NEW SOUTH WALES for and on behalf of the contract carriers whose engagement is regulated by the terms of this Determination.

This Contract Determination shall apply to the parties in the following terms:

### 1. Title

This Determination shall be known as the Transport Industry - Metromix Concrete Haulage Contract Determination.

### 2. Scope and Intention

This Determination provides a comprehensive set of terms and conditions pursuant to which Metromix shall engage contract carriers (as defined in the *Industrial Relations Act* 1996 (NSW) as amended) for the purpose of carting premixed concrete produced by Metromix or other plants as directed.

This Determination rescinds and replaces any pre-existing agreements between the parties. This Determination shall operate to the complete exclusion of any Contract Determination made by the Industrial Relations Commission of New South Wales and which would otherwise apply to the carriers engaged by Metromix.

### 3. The Contract

#### 3.1 Contract Term

A Contract Carrier engaged by Metromix under the provisions of this Determination shall be granted a cartage contract which will entitle the carrier to exclusively cart concrete for Metromix for the term of that contract. The operative term of the cartage contract will be:

##### (i) Existing Trucks

For a carrier with an existing truck the duration of the contract offered will be as set out in the table below.

Age of Truck (Years)	Term of Cartage Contract (Years)
0-5	Ten (10 years)
6	9
7	8
8	7
9	6
10	5
11	4
12	3
13	2
14 to 19	1
20 years and over	1 year subject to approval Refer Clause 3.1(iii)

##### (ii) New Trucks

Where a Carrier introduces a new truck then provided that:

- (a) the Carrier has met the continuous performance standards required by Metromix as stipulated in sub clause (iii) below; and
- (b) the new truck is approved in writing by Metromix which shall make a decision based on the suitability of the truck and upon the availability of capital to finance a new agitator,

the said Carrier will be granted a new cartage contract on the same terms and conditions as are contained herein provided further that:

- (c) the date of commencement of the new cartage will be the first day of September in the year in which written approval of the new truck is confirmed by Metromix; and
- (d) the abovementioned scale of Cartage Contract Terms shall continue to be the applicable scale which determines the term of the contract.

(iii) Cartage Contract Reviews

Each cartage contract granted under the terms of this Determination is expressly subject to the carrier meeting continuous performance standards as set by Metromix as detailed in Appendix 'D'.

In order to ascertain whether each carrier is meeting the continuous performance standards a Concrete Contractors Performance Appraisal detailed in Appendix 'D' to this Determination will be carried out annually. The performance score and results of the appraisal will be advised to each carrier in writing by Metromix at the commencement of each calendar year and will include the following general criteria:

Availability and attendance.

Presentation of vehicle and principal driver.

Presentation of mixer.

Customer relationships and on-site service.

Continuing fitness to perform cartage work.

Safe and effective driving record.

Effective teamwork when engaging with Metromix staff.

Initiative with customers.

If a carrier fails to meet the performance standards then Metromix will take action to assist the carrier to meet the performance standards, which may include retraining or further training.

If the carrier continues to fail to meet performance standards then Metromix has the discretion to take disciplinary action which may include written warnings and, in serious cases, a decision not to renew the cartage contract term or cancellation of the contract, or notice to offer the contract for sale which must be concluded within 4 months of notice date.

Note:

Irrespective of the standard of performance of the carrier concerned, any carrier with a truck that is twenty (20) years old or more shall only be entitled to an extension or renewal of the cartage contract term if Metromix in its absolute discretion decides to

extend or renew the said term, i.e. extension or renewal is not automatic and relies entirely on the discretion of Metromix. Within the written notification that confirms the contract for the 19th year Metromix will note that the carrier will need to finalise arrangements within the next 6 months for truck replacement or other agreed arrangements with Metromix.

### 3.2 Assignment of Contract

Each carrier shall have the right to assign the cartage contract granted to the carrier under this Determination. This right of assignment is expressly subject to the following;

- (i) the carrier must advise Metromix of its intention to assign the contract no less than 28 days prior to the contract being offered for assignment. The carrier has the option to withdraw the notification within the 28 day notice period;
- (ii) the notice from the carrier must be in writing and include details of the carriers asking price; if the carrier lowers the asking price then the carrier must re-submit the revised asking price to Metromix and a 15 day notice period will recommence from the date of notice;
- (iii) Metromix has the option during the first 28 day notice period or the subsequent 15 day notice period to purchase the contract at the asking price;
- (iv) if Metromix either:
  - (a) declines to purchase the contract, or
  - (b) offers the carrier a price below the asking price which the carrier declines to accept

then the carrier is free to offer the contract for sale on the open market provided that such offer is no less than the asking price advised to Metromix (Note: The carrier may accept a sale price which is below the asking price but not without making the price available for Metromix to accept).

If the carrier accepts an offer from a third party then such third party must be specifically approved by Metromix before the assignment is completed. Any assignment to a third party not approved by Metromix will be deemed null and void. Approval by Metromix will be given only if the third party satisfies Metromix that it is an appropriate entity to be admitted to the Metromix carrier fleet. The third party approval process may involve aptitude testing, credit rating search etc. No reasonable assignment will be refused.

- (v) The outgoing carrier shall spend a minimum of two weeks training the incoming carrier on all aspects of the truck and mixer operations, in plant procedures and delivery procedures. All time and costs associated with this training period are the responsibility of the carriers concerned. The carrier will not be required to pay Metromix or a training provider for any training course that may be required by Metromix.

### 3.3 Termination of Contract

Metromix may terminate the engagement of the carrier by:

- (i) giving the carrier twelve (12) weeks notice which may be either worked or paid in lieu at the discretion of Metromix. If paid in lieu the rate shall be 60F per working day. Upon completion of the engagement, Metromix shall pay the carrier a termination payment as detailed in Appendix 'F'.
- (ii) giving the carrier no notice nor any termination payment in circumstances where the carrier after full investigation and incident review has committed an act of serious misconduct such as



violence in the workplace, intoxication in the workplace, serious theft or fraud, violence or serious threats directed at a customer or a Metromix employee or repeated failure to respond to written warnings relating to compliance with performance standards etc. If the misconduct is committed by a relief driver engaged by the carrier the carrier will be responsible to ensure that relief driver is not engaged by the carrier in the future.

(iii) Fleet Reduction

Where Metromix decides that it must reduce its carrier fleet then it shall:

- (a) first call for volunteers from the carrier fleet who would be prepared to depart the fleet; and
- (b) if insufficient volunteers are available, exercise the company discretion to determine which carrier contracts shall be terminated.

In the circumstances of termination under this clause the carrier shall be given 12 weeks notice (to be either worked or paid in lieu at the rate of 60F per day) together with a termination payment as detailed in Appendix 'F'.

3.4 Administration of Contract

3.4.1 Method of Giving Notices

If either a carrier or Metromix gives a notice or approval (each a "notice") under this Determination it must be signed by them or on behalf of them, addressed to the other party and:

- (a) delivered to the other party's address; or
- (b) sent by pre-paid mail to the other party's address; or
- (c) transmitted by facsimile to the other party's address.

3.4.2. Time of Receipt

A notice given in accordance with this clause is treated as having been given and received:

- (a) if delivered to the address, on the day of delivery if a working day, otherwise on the next working day;
- (b) if sent by pre-paid mail, on the third working day after posting; or
- (c) if transmitted by facsimile to the address and a correct and complete transmission report is received, on the day of transmission if a working day, otherwise on the next working day.

3.4.3. Addresses for Notices

For the purpose of this clause the parties addresses are the addresses last given by a party.

## 4. Cartage Rates

4.1 Payment

Metromix shall pay cartage rates to Carriers which rates are based upon a formula to reflect the utilization of the Carriers vehicles. In particular Metromix shall:

- (a) pay the carrier in accordance with cartage rates as detailed in Appendix B. Separate cartage rates apply for the different nominal vehicle capacities operated in the fleet. 7.0m<sup>3</sup>, 6.0m<sup>3</sup>, 3.0m<sup>3</sup>, 2.0m<sup>3</sup> and 1.0m<sup>3</sup>.
- (b) provide the carrier with a monthly statement in the form of a recipient created tax invoice itemising the payments and deductions made to the carrier in accordance with this Determination.
- (c) Pay monthly on or before the 10th of each month for all cartage work completed in the previous month.
- (d) The accounting period will be, 1st to last day of the month.

#### 4.2 Method of Payment

Metromix must pay the carrier by electronic funds transfer to the carrier's nominated account with a recognised financial institution.

Payments may be split between two separate accounts subject to availability of written instructions from the carrier.

#### 4.3 Review of Rates

- (a) The cartage rates set out in Appendix 'B' shall be subject to twice annual rise & fall adjustments using the formulae detailed in Appendix 'E'. Rate adjustments shall take effect on 1 September and 1 March each year.
- (b) Utilisation adjustment to cartage rates will be implemented each quarter and calculated as detailed in Appendix B and H.

#### 4.4 Cartage Zones

- (a) If, at the time of delivery, a Carrier notices that the kilometres printed on the delivery dockets are incorrect, it is their responsibility to inform the allocator immediately so that adjustments can be made in the computer on the day.

Any dispute arising in relation to the actual cartage distance (zone) to the carrier will be resolved within twenty four hours by the respective plant manager and the carrier. This will be done by jointly measuring the actual distance travelled, in a mutually agreed vehicle, from the loading point to be the discharge point via the shortest practical route available at the time of delivery.

- (b) Cartage distances (zones) shall be based on a map displayed at each plant to which the carriers shall have ready and reasonable access. The zones shall be used as a general guide only.

#### 4.5 Extra Over Normal Payments

Extra over normal payments are all payments to the carrier not covered by applying the applicable load fee and running rate to the load being delivered:

Extra over normal payments are:

	Item	Clause Reference
(a)	Standing Time	Appendix B - Clause 4
(b)	Waiting Time	Appendix B - Clause 5
(c)	Return Cartage	Appendix B - Clause 10
(d)	Plant Transfer	Appendix B - Clause 11
(e)	Dump Fee	Appendix B - Clause 10
(f)	Workshop Transfer	Clause 5.5.1(h)

(g)	Delays due to Painting or Repair	Clause 5.3.3 (b) Clause 5.5.1 (g)
(h)	Surcharge 2	Appendix B - Clause 2
(i)	Surcharge 3	Appendix B - Clause 2
(j)	Diverted Loads	Appendix B - Clause 6
(k)	Multiple Discharge Points	Appendix B - Clause 7
(l)	Mixing in Yard	Appendix B - Clause 8
(m)	Call Out	Appendix B - Clause 12

Surcharges 2 and 3 will be paid through the computerised payment system when triggered by the time of the delivery. The remaining extra over normal payments can only be claimed and will only be approved for payment when details of the claim with supporting information are recorded on a "Cartage Adjustment Request" form (CAR).

All CAR's must be submitted to the Plant Allocator at the Plant from where the load is batched. The Allocator will process the CAR and obtain the Plant Managers approval where necessary before forwarding to the Transport Department for processing.

It is the Carriers responsibility to submit CAR's to the Allocator within 2 working days of the load being delivered. CAR's not submitted within 2 working days of the load being delivered will not be processed (except for extenuating circumstances such as illness, accident etc).

#### 4.6 Payment Corrections

- (a) Where any overpayment or underpayment is made by Metromix the appropriate adjustment will be made immediately that the Company detects and confirms the overpayment or underpayment. Carriers will receive written advice of any amendments.
- (b) It is the carrier's responsibility to report any cartage underpayments or overpayments to Metromix within seven days of receipt of payment details.
- (c) Where a Carrier identifies an account discrepancy, details of the error are to be recorded on a Cartage Adjustment Form and forwarded to the Plant Manager or Allocator for investigation and processing.

#### 4.7 Safety Net

A safety net payment applies to permanent carriers the details of which are described in Appendix G.

### 5.0. Responsibilities of Carriers

#### 5.1 General Responsibilities

The carrier must perform the cartage work and perform work associated with that work:

- (a) in accordance with this contract determination.
- (b) with due care and skill and in a proper, thorough and professional manner;
- (c) safely, and in accordance with Metromix safety policy and any procedures giving effect to that policy;
- (d) in accordance with the day to day operational directions given by Metromix;
- (e) in accordance with any written direction, procedure or other specifications provided by Metromix relevant to the performance of the cartage work;
- (f) in a manner which actively assists and promotes the business of Metromix; and

- (g) in compliance with all relevant laws.

## 5.2 Incorporation

The carrier must be and remain incorporated as a proprietary limited company during the term of the cartage contract granted under the provisions of this Determination.

## 5.3 Supply of Suitable Vehicle

### 5.3.1 Supply and Suitability

The carrier must supply a truck, which must:

- (a) meet the reasonable specification required by Metromix for a truck to be part of the Metromix carrier fleet; and
- (b) be approved in writing by Metromix before the carrier proceeds with purchase of the truck;
- (c) Metromix shall advise the carrier within 28 days of a written request by the carrier to introduce an alternative vehicle, of the approval or rejection of that request.

### 5.3.2 Maintenance and Running Expenses

The carrier must at the carrier's own expense register the truck and maintain it in a safe and roadworthy condition at all times and the carrier is responsible for all running expenses of the truck and in the case of certain mini trucks for fuel to power the mixer where the mixer is powered by other than the truck engine.

### 5.3.3 Painting and Logos

- (a) The carrier shall allow its vehicle to be painted in the colours of Metromix and to carry the logos directed by Metromix.
- (b) Painting will be carried out at the discretion and expense of Metromix (subject to sub-clause (c) below) provided that the carrier is not entitled to any compensation for the time when its vehicle is off the road for painting purposes up to a maximum of 5.5 working days. In the event that painting time is in excess of 5.5 working days then the carrier will be entitled to payment at the rate of 60F (as defined in Appendix B) per day.
- (c) New trucks to the fleet must be given to Metromix (new or used) in a condition to be painted. If an existing truck is to be repainted then Metromix will be responsible for the sandblasting.
- (d) All painting is to be done expeditiously, using a quality of paint that is acid resistant and capable of withstanding the arduous conditions of the industry. The painting will be undertaken by a recognized truck painting contractor and the standard of finish will not be less than that provided by tradesman specializing in the field.
- (e) Appearance of the vehicle is to be maintained in a good condition. Repainting of vehicles will be at the discretion of Metromix and will generally follow a routine inspection and maintenance programme.

### 5.3.4. Equipment

- (a) The carrier shall allow Metromix to install in the carrier's truck (at Metromix expense) such equipment as required by Metromix, including but not limited to communication

equipment, tachometers, speed limiters, GPS or other related equipment. When such equipment is removed Metromix shall make good the affected area.

- (b) Subject to clause 5.3.4.(c), Metromix shall maintain the equipment at its expense.
- (c) The carrier must pay the cost of any repairs to the equipment that are caused by the carrier's neglect or default.

#### 5.3.5 Operation of Equipment

The carrier has full responsibility for the operation of all equipment as set out in clause 5.3.4.(a). The carrier must ensure that the equipment is:

- (a) not misused;
- (b) operated in a manner that complies with all requirements of any relevant Statutory Authority; and
- (c) operated in a manner that is acceptable to Metromix.

#### 5.3.6. Truck Information

The carrier must provide Metromix satisfactory evidence (true copies of relevant documents) of registration, roadworthiness and the legal carrying capacity of the carrier's truck when reasonably requested by Metromix.

#### 5.3.7 Existing Vehicles

All existing vehicles in the fleet at the commencement date of this contract are approved vehicles for a minimum of a one year term other than trucks that are greater than 20 years old. For trucks greater than 20 years old any extension of use of these vehicles is subject to written agreed arrangements between the carrier and Metromix.

#### 5.3.8 Vehicle Breakdown

- (a) It is the obligation of the Carrier on each working day unless rostered off to personally supply, man or have manned by approval, operate and keep serviceable, the vehicle.
- (b) An unserviceable vehicle shall be repaired as soon as possible.
- (c) Where a Carrier is unable to report for work with their vehicle, the carrier shall arrange for the Company to be informed at the earliest possible moment of the reason and the anticipated period of absence.

### 5.4 Supply of Driver

#### 5.4.1. Nominated Driver of Vehicle

- (a) Except as expressly provided in this Contract Determination the carrier must:
  - (i) only use a nominated driver who is approved by Metromix having satisfactorily undertaken any assessment testing of their suitability to be a nominated driver;
  - (ii) only use a nominated driver who has undergone all general and site specific safety inductions; including Metromix site inductions, and

- (iii) subject to clause 5.4.4, make sure that no one except the nominated driver drives the carrier's truck for the cartage work and/or operates the agitator.
- (b) Metromix must pay for any assessments arising from clause 5.4.1.(a)(i) but the carrier must pay for the nominated driver's time in attending the assessments.
- (c) Metromix may direct any nominated driver to undergo re-assessments should they deem it necessary.

#### 5.4.2. Valid Driving Licence and Permits

The carrier must:

- (a) make sure that the nominated driver is at all times the holder of a current:
  - (i) driver's licence appropriately endorsed or issued in respect of the carrier's truck, and
  - (ii) general and site specific safety induction for plant and construction site access as required; and
- (b) immediately notify Metromix if that licence or induction is cancelled or suspended for any reason; and
- (c) present that license or evidence of induction to Metromix upon request.

#### 5.4.3 Change of Address

The carrier must notify Metromix in writing immediately of any change in the carrier's nominated driver's address or contact details.

#### 5.4.4 Relief Driver

If the nominated driver cannot drive through illness (more than 3 days), approved leave or for other good reason, the carrier must use a relief driver but the carrier must:

- (a) first obtain Metromix approval (which shall not be unreasonably withheld) for the relief driver;
- (b) comply with any condition Metromix agrees to impose including the length of time for use of the relief driver;
- (c) make sure that the relief driver possesses an appropriate current driver's license; and
- (d) make sure that before commencing work the relief driver satisfactorily undergoes any pre-engagement assessments and safety inductions as required by Metromix.

#### 5.4.5 Training and Induction Programs

The carrier must make sure that the nominated driver attends and satisfactorily completes any training course, site inductions, safety inductions or communication sessions that Metromix reasonably requires. Metromix shall ensure that any training session which is less than half a days duration shall wherever possible be carried out either in the plant or near the plant.

Training and induction sessions shall be at no cost to Metromix up to a maximum of 2 days per year after which carriers shall be remunerated for all training and induction time at the rate of 25F per day (8 hour day), including all the time spent travelling. If the training and induction sessions is during ordinary working hours and a relief driver is required then payment shall be at the rate of 60F. If the carrier cannot obtain a relief driver then the carrier can reschedule the training or induction session.

When training is undertaken at the request of Metromix the cost of training and meals during the training session will be covered by Metromix.

#### 5.4.6 Medicals and Fitness

The carrier must:

- (a) ensure that the nominated driver is at all times medically fit to perform the cartage work.
- (b) make the nominated driver available to undergo any testing for impairment through use of alcohol or other drugs as and when required by Metromix to ensure that the nominated driver is capable and/or fit to perform the cartage work and associated duties.

#### 5.4.7 Personal Protective Equipment

- (a) The carrier must provide at the carrier's own expense (and the nominated driver must wear when required by Metromix) steel capped safety boots and prescription safety glasses to a standard satisfactory to Metromix.
- (b) The carrier must at the carrier's expense replace any personal protective equipment or clothing lost or damaged through misuse.
- (c) The carrier is responsible for ensuring that all personal protective equipment and clothing is used and/or worn and kept in a clean and functional condition.
- (d) If the carrier engages a relief driver Metromix will provide, at their own expense, PPE and safety equipment required by Metromix. The relief driver will provide suitable clothing, safety boots, and prescription safety glasses if required.

### 5.5 Maintenance and Care of Agitator

In accordance with the provisions of Clause 6 the agitator shall be and remain the property of Metromix.

#### 5.5.1. Maintenance & Repair

The carrier shall:

- (a) pay the cost of any repair to the agitator caused or contributed to by the carrier's neglect or default;
- (b) carry out minor maintenance (such as greasing, checking hydraulic fluid levels, checking and changing light bulbs, checking hoses, visual inspection of the agitator frame, fitting mud flaps,) on the agitator or any equipment supplied by Metromix;
- (c) carry out daily inspections on the agitator and any other equipment supplied by Metromix and immediately report by way of written correction and preventative action report (CPAR) any defects to Metromix; and
- (d) ensure that the agitator is properly secured to their truck and the carrier may in their discretion, have the U-Bolts securing the agitator adjusted by a qualified mechanic and the reasonable costs incurred shall be met by Metromix.

- (e) the carrier has full responsibility for the safe custody of the agitator and of tools and spare parts attached to or forming part of the agitator from time to time. The carrier shall:
  - (i) not add to, alter or modify the agitator without the prior written permission of Metromix;
  - (ii) be responsible for any damage to the agitator arising from gross negligence or deliberate action by the carrier;
  - (iii) not pledge the credit of Metromix or create any lien upon the agitator for repairs or otherwise; and
  - (iv) not without the prior written permission of Metromix use the agitator for anything but the cartage work.
- (f) thoroughly wash out the interior and clean the exterior of the agitator daily to ensure the interior unit is maintained in a clean and tidy condition and ready for the next days work. (All cleaning materials and equipment necessary for cleaning to be provided by Metromix).
- (g) convey the mixer to the workshop for either major repairs or replacement or painting, as requested by Metromix. Such works will be carried out as soon as possible and without delay. Where any delay in excess of 5.5 working days is experienced by the carrier for reasons beyond his control, the carrier will be paid by Metromix at the rate of 60F (as defined in Appendix B) per day.
- (h) Transfers to and from the workshop will be paid at the rate per km of 0.2F for the forward and return journey. The carrier may be required to wait for his vehicle if the repair can be attended to quickly i.e. up to (2 hours). If he is not required to wait, a means will be provided by Metromix at Metromix's cost to convey the carrier to his place of residence and return him to the workshop as and when required.
- (i) Should a mixer breakdown occur, the Carrier will not be responsible for the removal of concrete. The Carrier is not required to participate in the removal of concrete from the agitator save for the operation and positioning of the agitator to assist the concrete removal.
- (j) Metromix is responsible for the provision of oil and grease for the mixer.
- (k) The vehicle is to be parked only in places approved by Metromix. The carrier is not responsible for any loss or damage to Metromix equipment when so parked.

#### 5.5.2. Removing Hardened Concrete from the Agitator

- (a) The agitator is required to be de-dagged (minimum once/year so that the mixing function of the agitator and carrying capacity of the vehicle are not restricted). Annual dedagging and transfer to workshop for that purpose is at the expense of Metromix. If dedagging is required more than once per year, the carrier is responsible for the additional costs (except where extenuating circumstances apply).
- (b) De-dagging shall be performed either by Metromix or by a properly qualified third party.

### 6. Responsibilities of Metromix

#### 6.1 Supply and Installation of Agitator

Metromix shall;



- (a) supply and install a serviceable agitator inclusive of new bolts, clearance lights, mud flaps and protective chassis cover for use with the carrier's truck and (except for costs payable by the carrier under clause 6.1-d) pay the installation costs of the agitator on the carrier's truck; Metromix will use commercially available mixer units that do not significantly impact on the carrying capacity of the vehicle. After fitting of the mixer the carrier will provide a certified weighbridge ticket to confirm the accurate tare weight of the vehicle in its normal working condition.
- (b) fit at its expense, a spillage tray and any subsequent replacements; and
- (c) ensure that the agitator is installed/positioned so as to enable optimum split/axle weights at the time of installation.
- (d) If the carrier's truck is approved as per clause 5.3.1(a) but not of a type suitable for installation of the agitator without any alterations, the carrier must pay the cost of work on the carrier's truck, and of any extra work on the agitator, to allow the installation of the agitator.
- (e) be responsible for damage to the vehicle of the carrier caused by a failure of the agitator or associated equipment owned by Metromix.

## 6.2 Agitator Removal

Metromix may at any time substitute for the agitator another agitator that Metromix in its complete discretion considers to be appropriate. This substitute agitator will not be of any significantly lesser capacity than the existing agitator. If the agitator is reasonably required by the carrier or Metromix to be removed at any time for any reason the cost of the agitator removal and replacement will be borne by Metromix.

## 6.3 Ownership

The agitator is the property of Metromix and the carrier holds it on behalf of Metromix.

## 6.4 Maintenance and Repair

Subject to clause 5.5.1, Metromix must mechanically maintain and repair the agitator at its own expense (within a reasonable time having regard to the nature of the maintenance or repairs).

## 6.5 Personal Protective Equipment

- (a) Subject to clause 5.4 7, Metromix must provide at its own expense (and the nominated driver must use or wear when required by Metromix):
  - (i) all clothing required by Metromix and all personal protective equipment (which will include but not be limited to hard hats, safety vests, ear muffs, gloves and safety goggles for vehicle cleaning); and
  - (ii) a uniform to Metromix's specification. Metromix shall ensure that carriers are issued with sufficient uniform items to enable them to comply with the performance requirements under this Determination.

## 6.6 Site Storage

Metromix will make available space at the plants for the storage of a reasonable quantity of the carriers spare tyres and equipment required to perform cartage work. The disposal of used tyres, oils and equipment shall be the responsibility of the carrier.

## 7. Operating Conditions

### 7.1 General

The carrier must:

- (a) use the vehicle for the cartage work strictly in accordance with the terms and conditions of this Determination.
- (b) keep the carrier's vehicle clean, washed, and in operating condition to Metromix's satisfaction;
- (c) ensure that the agitator is washed out when needed to remove any concrete build up during the day and at least at the end of each day's cartage work (or such other times as directed);
- (d) not use the vehicle unless or until the provisions of this clause have been complied with; and
- (e) mix to the relevant standard as determined by Metromix.

### 7.2 Driving of Vehicle

The carrier must:

- (a) not use or operate the vehicle in a careless, reckless or dangerous manner;
- (b) make sure that the vehicle is not driven by the nominated driver when that driver is impaired by the influence of alcohol, or of a drug contrary to any policy or procedure by Metromix.

### 7.3 Legal Loading and Load Size

- (a) The carrier must notify Metromix of any changes made to the vehicle which might affect the carrying capacity of the vehicle; and
- (b) Metromix will ensure that the carrier's vehicle is loaded within the tolerances arising from the tare weight advised by the carrier.
- (c) Metromix will nominate the load size of each load within legal tolerances.
- (d) Loading Order:
  - (i) The initial daily starting order will be in accordance with a cyclic roster.  
Cyclic Roster shall mean:
    - (a) a roster made up of truck numbers, which dictates the selection of a particular vehicle for a function and is addressed from the first truck number to the last.
    - (b) When the roster has been fully addressed the roster then changes so that the truck number that was last becomes first while the truck number that was previously first becomes second, and so on or in other agreed cycles (for example as Alexandria rosters the first 3).
  - (ii) Thereafter all trucks will be loaded in order of their return to the plant with the exception of:
    - (a) Mini mix loads

- (b) Single load or message greater than the mixer capacity or legal carrying capacity of the truck next in line.
  - (c) Trucks with returned concrete.
  - (d) Trucks with returned concrete where transfer facilities are available and where the needs of the customers are not disadvantaged.
  - (e) Metromix will not operate its company owned fleet to deliberately target or disadvantage its carrier fleet.
- (e) The initial loading time and the initial plant from which such loading will take place will be notified to the carrier by Metromix before the close of business on the previous day.

#### 7.4 Inspections and Tests

- (a) The carrier must make the vehicle available for inspection or testing (as required by statutory bodies) at the carrier's own cost. In the event of a mixer fault requiring the vehicle to be reinspected, the inspection fee is to be paid by Metromix.

#### 7.5 Nominated Plant

- (a) The carrier must report ready willing and able to perform the cartage work with the carrier's vehicle at the times and location that Metromix reasonably requires and be allocated cartage work as Metromix determines in accordance with this Determination. It is intended that at the commencement of the contract, carriers currently based at a plant remain based at that plant.
- (b) Subject to clause 7.5 (a) and 7.10 Metromix may:
- (i) from time to time nominate a plant and/or area to be the base from where the carrier will usually commence work and,
  - (ii) change the carrier's nominated plant and/or area to meet its business needs,
  - (iii) carriers may be transferred to other Metromix/Able plants or outside companies on truck hire as required.
- (c) Metromix will nominate any and all rosters which are to apply to the operation. These rosters will include:
- (i) Daily start cyclic roster.
  - (ii) Daily transfer cyclic roster.
  - (iii) Period (not more than 2 weeks) transfer cyclic roster.
  - (iv) Roster-off roster (where there are vehicles surplus to customer requirements). Roster-off instructions must be adhered to without exemption. Vehicles within the fleet including company vehicles will not be rostered in anyway, in order to manipulate earnings.
  - (v) Night Shift Roster - (voluntary).
- (d) In the event of Metromix opening a new plant or closing an existing plant, the redistribution of trucks will initially be on a voluntary basis with priority of choice based on seniority of service. If the voluntary method fails, Metromix shall direct which trucks are placed at which plants.

- (e) No payment applies for transfers to and from plants within the area defined by a 20km radius from each current Metromix plant. Transfers beyond the designated area will be paid for at the rate calculated using the formulae detailed in Appendix 'B'.

#### 7.6 Concrete Slump

- (a) It is the fundamental responsibility of the carrier to deliver concrete to the customer at the slump specified by Metromix.
- (b) Any failure by the carrier with respect to slump shall disentitle the carrier to payment for the load in question.
- (c) Metromix will ensure that the load is batched, with the intent that the quantity of water required to adjust the slump does not exceed 10% of the total water required to bring that load up to specification.
- (d) Metromix will provide the carrier wherever possible with written notice 24 hours prior to any intended major changes in concrete mix ingredients which may change the characteristics of the concrete and will include any regular changes in the notification such as changes due to summer and winter.

Should Metromix change the concrete ingredients without written notification to the carrier prior to batching, Metromix will assume the slump responsibility of the concrete and the carrier will be paid for all cartage at the full rate without penalty.

- (e) A carrier shall ensure that the load is properly mixed as required by Metromix's written instructions and that the slump of the concrete will be in accordance with the following limits immediately prior to discharge;
  - (i) Slump above 110 millimetres - a tolerance of plus or minus 30 millimetres.
  - (ii) Slump greater than 80 and less than 110 millimetres - a tolerance of plus or minus 20 millimetres,
  - (iii) Slump less than or equal to 80 millimetres, a tolerance of plus or minus 15 millimetres.

The slump requirements are based on the premise that the carrier has at all times from the time of batching to the point of discharge, the ability to add water to adjust the slump of the load to the above specification.

The agitator drum must be kept turning at all times when it contains concrete.

- (f) A Carrier shall visually inspect each load prior to leaving the plant and shall advise Metromix of any apparent unusual features of the load which may have occurred due to batching error, plant failure, or contamination.
- (g) In the event that a large project imposes extraordinary slumping requirements that significantly delays the mixing and delivery process, then Metromix and the carriers may agree a project specific allowance in addition to the normal cartage rate on the basis that any additional cartage costs can be recovered from the customer.
- (h) In the case of a delivery of concrete for grouts and kerb making machines, the carrier has no responsibility for the slump as the load is delivered in an "as batched" condition.
- (i) Where additives are added on site the carrier has no responsibility for the slump of the load.

#### 7.7 Rejected Loads

Where any load or part thereof is rejected and dumped as a result of the carrier's negligence or breach of this Determination, Metromix may, in its discretion, deduct the costs of the materials and disposal for the load from any payments made to the carrier, which in any event shall not exceed \$250.00 per load.

#### 7.8 Unloading

The carrier must discharge the concrete at the delivery site in the manner and position reasonably directed by the customer, provided that these directions are safe.

#### 7.9 Job Site Entry

- (a) Where a site is reasonably considered to be unsafe or hazardous to enter then the carrier is not obliged to attempt delivery of the load.
- (b) The carrier is expected to make an honest and professional assessment of the site in question before the carrier concludes that the site is unsafe or hazardous to enter.
- (c) In the case of an unsafe or hazardous site the carrier must contact Metromix who must attend the site and determine what action should be taken.
- (d) Where a carrier goes beyond the kerb to complete a delivery and his vehicle becomes bogged or is otherwise rendered inoperative as a consequence of such attempted delivery. Metromix will arrange the services of a reputable and insured salvage contractor to extricate the vehicle as soon as possible and will bear all costs for those arrangements. Provided further that the salvage costs will be the responsibility of the carrier where the vehicle becomes inoperative as a direct result of the carriers negligence or deliberate actions.

In cases where a carrier truck is bogged for longer than the appropriate site load delivery period waiting time will be paid (except in cases of carrier negligence).

#### 7.10 Return

After discharging the load the carrier must report to whatever plant Metromix instructs using the most practicable route from the final discharge site.

#### 7.11 Damage On Site

The carrier shall be responsible for damage to property or vehicles including their truck and the agitator arising from or during off-kerb deliveries if it is proven that the carrier is at fault. In the first instance the carrier is to record the incident by way of a written incident report that is to be submitted to Metromix within 24 hours of the incident plus request their insurer investigate the damage and prepare a report detailing proposed actions. If the carrier damages third party property during an off-kerb delivery and fails to make good that damage or pay appropriate compensation for that damage within seven days, Metromix may itself make good the damage or pay reasonable compensation and deduct same from any payments due to the carrier.

#### 7.12 Clean Up

- (a) The carrier shall at its own cost and to the satisfaction of Metromix
  - (i) immediately report to Metromix any spillage of concrete or other discharge necessitating cleaning or any damage caused by concrete spillage or other discharge; and
  - (ii) clean up and remove from, roadways, customer's sites and public property any concrete spillage or other discharge (other than in the event of a mixer failure where responsibility will rest with Metromix). Reasonable assistance to be provided by Metromix where possible.

(b) Where in Metromix's reasonable opinion the carrier has not:

- (i) cleaned up to a satisfactory standard; or
- (ii) effected the clean up in a timely manner, then

Metromix may itself undertake the clean up (provided it has first notified the carrier of its intention and afforded the carrier an opportunity to rectify the matter) and deduct from any payment due to the carrier in accordance with clause 4.1 (a) the reasonable costs of the clean up.

#### 7.13 Other Distributors

If the carrier is directed by Metromix, in accordance with clause 7.5, to load out of a plant other than Metromix's plants (e.g. a competitors plant etc) then the carrier must load as directed and satisfactorily complete any additional paper work required.

#### 7.14 House Keeping

The carriers are requested to assist with plant housekeeping.

#### 7.15 Truck Availability

Trucks are required to be available each week day and a half-day on Saturday for 52 weeks of the year with the exception of the following:

10 days per annum of annual leave provided such leave is approved by the company 30 days in advance.

3 rostered days off per annum which must be approved by the company no less than 7 days prior.

Public Holidays

Official Picnic Day

Sick leave or special leave periods (less than 3 days).

Days where Metromix in its discretion specifically directs a carrier or carriers to roster off, or approved RDO days.

#### 7.16 Road & Bridge Tolls

- (a) All contract carriers are issued with an E-Way pass free of charge for use on all tollways around the Sydney Metropolitan area.
- (b) The Carrier will be responsible to Metromix for the proper use of the issued pass, and must report any loss, theft, or breakdown of the issued pass.
- (c) All E-Way passes must be fixed to the windscreen of the vehicle to work effectively.
- (d) A carrier may not use a tollway to and from job sites unless directed to do so by Metromix personnel. Failure to abide by this will result in toll charges being deducted from the carriers monthly account.

#### 7.17 Nominated Signature

If a nominated signature is required by Metromix it is the Carrier's responsibility to ensure that the signature is secured or alternatively communicate with the plant prior to leaving the site and advise the reason why the required signature cannot be secured.

#### 7.18 Collection of COD Payments

A carrier shall endeavour to collect money from COD customers for all concrete charges prior to leaving the delivery site. All moneys collected shall be submitted in full (as soon as possible or no later than the close of business on the day of collection) to the Plant Manager or Allocator, who shall immediately issue the Carrier with a receipt.

### 8. Insurance

#### 8.1 Vehicle Insurance, Workers Compensation

The carrier must obtain the following insurance and maintain them at the carrier's expense at all times while engaged by Metromix. (Metromix will view originals and take copies for their records).

- (a) compulsory third party insurance for the vehicle as required by any relevant law;
- (b) comprehensive or third party property insurance of the vehicle;
- (c) public liability insurance arising from the carrier's business as a contractor (to include but not be limited to liabilities not covered under either a statutory or third party property damage policy) for \$10,000,000 (or such higher sum as Metromix requires from time to time) for each claim or occurrence;
- (d) public liability insurance to cover damage due to incorrect product delivery \$10,000,000;
- (e) public liability insurance to cover damage caused by the agitator \$10,000,000;
- (f) worker's compensation insurance for the nominated drivers and relief drivers as required by any relevant law;
- (g) any other insurance required to cover the carrier's obligations in clause 9;
- (h) cover against the loss or damage to Metromix's agitator to the value of \$42,000 (as adjusted by CPI). The carrier must nominate on the insurance policy that Metromix is an interested party in relation to the agitator; The intention is that this insurance cover is for major damage in excess of \$4,000 in value as adjusted by CPI.

#### 8.2 Insurance Policies

The carrier must make sure that:

- (a) each insurance policy is for such amounts and covers such risks and contains such conditions, endorsements and exclusions as are reasonably acceptable to or reasonably required by Metromix. and
- (b) all public liability insurance is endorsed to:
  - extend to provide indemnity to Metromix as Principal;
  - contain a waiver of subrogation from the insurer in favour of Metromix as Principal; and
  - contain a cross liability clause.

#### 8.3 Premiums

The carrier must punctually pay all premiums for policies and renewals of policies. Evidence of proof of payment and renewal of all relevant policies is to be provided annually (or such period as deemed appropriate) to Metromix prior to the expiration of the previous policy.

#### 8.4 Not to Prejudice Insurance

The carrier must not do, permit or omit any act, matter or thing that might prejudice any insurance or make it void or voidable.

#### 8.5 Monthly Compliance Statement

The carriers must submit to Metromix no later than the last working day of each month an insurance compliance statement as detailed in Appendix 'C'. Failure to submit the compliance statement will result in the vehicle not being available to be loaded from the 1<sup>st</sup> day of the following month.

### 9. Limits of Liability

#### 9.1 Loss

Neither party is liable to the other for any loss or claim arising out of:

- (a) wet weather;
- (b) accident; or
- (c) breakdown.

#### 9.2 Warranty

Subject to this Determination, Metromix makes or gives no representation, warranty or guarantee as to the nature, quantity, quality, regularity or profitability of the cartage work other than payment of the safety net where applicable.

#### 9.3 Acknowledgement of Earnings

The carrier acknowledges that:

- (a) their level of earnings is influenced by many factors including but not limited to:
  - (i) the level of demand for concrete; and
  - (ii) the carrier's efficiency and availability, and
- (b) they may earn more or less than other carriers.

### 10. Review of Relationship and Term of Determination

The parties will review their relationship and this Determination on a regular basis during the life of this Determination to ensure that:

- (i) the goals of the company and the carriers are properly aligned;
- (ii) the Determination continues to reflect the goals of the parties;
- (iii) the needs of the business are being met.

A compulsory formal review of the Determination is to be completed over a 6 month period commencing 8 years from the commencement date of this determination (2 September 2004).



This Determination may only be varied during its life by the express written consent of both parties and by such variation being registered in the Commission.

Notation: The parties agree that this Determination represents a ten (10) year commitment. There shall be no fundamental change to this Determination for that period.

The parties agree that after eight (8) years from the date of the commencement of this Determination there shall be a complete review of the Determination to ensure that it still meets the needs of the parties.

There shall be no change to this Determination at the expiry of the ten (10) year commitment period other than by agreement of the parties or by decision of the Industrial Relations Commission of New South Wales.

### **11. Disputes Procedure**

11.1 If a dispute occurs about any matter it shall first be discussed between the parties with a view to resolution.

11.2 If discussion fails either party may refer the matter to the Industrial Relations Commission of New South Wales.

11.3 Representation

An official of the Union or others may represent the carrier(s).

11.4 Continuity of Cartage Work

The carrier must continue to perform the cartage work in accordance with this determination even if a dispute occurs unless it is a safety issue.

### **12. Union Membership & Delegates**

(a) A Carrier appointed as Yard Delegate shall upon notification thereof to Metromix by the Branch or Sub-Branch Secretary of the Union, be recognised as the accredited representative of the Union.

(b) The appointed Union delegate or executive committee member will be provided with reasonable access to and the use of a telephone free of charge for Union matters, provided the site staff are consulted.

(c) Metromix encourages carriers become members of the Union.

## **APPENDIX A**

### **DEFINITIONS**

Age	The length of time since the date of manufacture of the carrier's truck, which (in the absence of evidence to the contrary) is taken to be shown on the manufacturer's compliance plate on the truck;
Agitator	The pre-mixed concrete agitator provided by Metromix in accordance with this Determination;
Contract Carrier	As defined in the <i>Industrial Relations Act 1996</i> ;
Communication Equipment	Includes any two-way radio, satellite, tracking equipment etc;

Contract of Carriage	As defined in the <i>Industrial Relations Act 1996</i> ;
Area	Means an area served by one or more of Metromix's plants which is an area Metromix considers from time to time to be an appropriate operational area for the separate application of productivity adjustments to the rate per cubic metre payable for the delivery of concrete;
Disputes procedure	The procedures set out in clause 11.
Housekeeping	General housekeeping within the areas of the drivers facilities and any areas used by drivers whilst carrying out work to their vehicle;
Loss or claim	In relation to any person, a damage, loss, cost, expense or liability incurred by the person or a claim, action, proceeding or demand made against the person, however arising and whether present or future, fixed or ascertained, actual or contingent;
Misconduct	May include but is not limited to: <ul style="list-style-type: none"> <li>a. Fighting</li> <li>b. Verbal or physical abuse of drivers, Metromix staff, visitors, customers and members of the general public;</li> <li>c. Harassment or bullying;</li> <li>d. Any unlawful activities; and</li> <li>e. Any activity that brings Metromix's reputation or standing into disrepute;</li> <li>f. Incorrect insurance compliance statement.</li> </ul>
Nominated driver	The person approved to regularly drive the carrier's vehicle and includes any relief driver approved;
Plant	Refers to a batching plant;
Truck	The carrier's cab chassis;
Concrete	Pre-mixed concrete or batched materials;
Relevant Laws	Refers to: <ul style="list-style-type: none"> <li>a. Statutes;</li> <li>b. Awards, orders, rules, ordinances, regulations and by-laws under them; and</li> <li>c. Orders and regulations of all other relevant authorities, now or later in force relating to the carrier's business or operations (including without limitation, those concerning the environment or the use of highways, roads and bridges and the loading, maintenance and driving of vehicles or the use or operation of the vehicle);</li> </ul>
The cartage work	The cartage work the carriers do, including mixing and carriage of concrete in the agitator, as and when required by Metromix;
Union	The Transport Workers Union of New South Wales;
Vehicle	Means the truck or prime mover and agitator (and vice versa),
Working day	A calendar day Monday to Saturday inclusive upon which Metromix would usually require the carrier to perform cartage work;

Writing	Includes any communication sent by letter, telex, facsimile, or telegram.
Metromix	The principal which may include Metromix trading as Metromix, Able Concrete.
Drivers Assessment Testing	Testing deemed applicable to verify competency to drive the designated vehicle.
Nominal Truck Capacity	The approximate cartage capacity of the vehicle as dictated by the size of the agitator fitted to the truck.
CAR	Cartage Adjustment Request:  The form used to claim all variations to cartage payments where the cartage payment for a load varies from the standard rates.
CPAR	Corrective & Preventative Action Request:  The form used to report the need for repair or other work required to be attended to by Metromix on the truck, agitator, or plant site.
Standing Time	Time spent by the carrier while waiting for instructions by Metromix other than time spent on site.
Waiting Time	Time spent on site in excess of the allocated delivery time.

## APPENDIX B

### CARTAGE RATES

1. Application of Cartage Rates
  - a. The carrier shall be paid, with respect to each load carted:
    - (i) A load fee, payable for each cubic metre of concrete loaded into the carrier's truck; for 7.0m<sup>3</sup> and 6.0m<sup>3</sup> trucks and for each load for trucks less than 3.6m<sup>3</sup>.
    - (ii) A kilometre rate, payable for each kilometre travelled by the carrier's truck from the plant to the delivery location for each cubic metre of concrete in the load, for 7.0m<sup>3</sup> and 6.0m<sup>3</sup> trucks and for each load for trucks less than 3.6m<sup>3</sup>.
  - b. The amount of the load fee will vary each quarter from the anniversary date of the contract depending upon the utilisation volume. The utilisation volume is:
    - (i) In the case of any carrier based in the Sydney metropolitan area, the average volume(or average number of loads for trucks < 3.6m<sup>3</sup>) of concrete carted by all of the carriers engaged by the contractor (split into the 5 capacity ranges) and based in the Sydney metropolitan area in the previous calendar year; and
    - (ii) In the case of any carrier based outside the Sydney metropolitan area, the average volume of concrete (expressed in cubic metres per annum) carted by all of the carriers engaged by the contractor and based in the same plant.

- c. Metromix shall calculate the moving annual total utilisation volume(s) for each quarter in sufficient time for payments to be made to carriers in the succeeding quarter to be properly calculated.
- d. The load fee and kilometre rate at the specified utilisation volumes are set out in Table B1 and Table B2. The actual load fee to be calculated pro-rata between the higher and lower load fee detailed in Table B1 & B2.

2. After Hours Delivery

Surcharge rates payable in respect of concrete loaded and completed during the following hours shall be:

Monday to Friday: 6:00pm to 5:00am =  $2.5 \times "F" \times M^3$  carted (Surcharge 2)

Saturday: 2:00pm to Monday 5:00am =  $3 \times "F" \times M^3$  carted (Surcharge 3)

Public Holidays:  $3 \times "F" \times M^3$  carted

Refer to Table B1 & B2 for Relevant 'F' Values.

3. Minimum Load Sizes & Minimum Distances

Trucks with a loading capacity of greater than  $3.0m^3$  shall be deemed to have a minimum load of three (3) cubic metres.

There shall be deemed a minimum distance of 3.0km.

For all trucks all kilometres travelled shall be rounded up to nearest whole km.

4. Standing Time

- a. Where a Carrier is required to remain at the plant to make a delivery on a job commencing after normal delivery hours, for more than one hour, standing time will be paid at a rate of  $3 \times "F"$  for each half hour, or part thereof after the expiration of the initial hour. In the event of standing time applying during normal working hours, standing time will be paid at a rate of  $1.5F$  per half hour only as specifically noted in clause 6 and clause 10 of Appendix 'B'.
- b. Standing time is claimed using a Cartage Adjustment Request (CAR).
- c. Normal working hours are 5:00 am to 6:00pm Monday to Friday and 5:00 am to 2:00pm on Saturday.

5. Waiting Time

- a. Waiting time is payable at the rates defined in Table B1 and B2.
- b. Claims for waiting time are to be made by completing all sections of the Metromix CAR (Cartage Adjustment Request).
- c. Where possible all waiting time claims should be supported with a delivery docket signed by the customer to authorise acceptance of waiting time charges.

6. Diverted Loads

- a. Where a load is diverted enroute, a Carrier shall be paid normal cartage rates covering the total distance travelled from initial departure from the plant to the ultimate delivery point of the load.
- b. Time spent waiting for diversion advice is to be treated as standing time as per Clause 4.

7. Multiple Discharge Points

Payments for deliveries to the same customer with multiple discharge points will be determined as follows:

- a. Payment for cartage covers the total distance travelled from the load point to the location of the final discharge point (i.e. the entire one-way distance of the journey).
- b. Time to make the delivery in excess of the time allocated to make a normal delivery will be treated as waiting time as defined in Appendix 'B', Clause 5.0.

8. Mixing in Yard

- a. Payment for mixing in the yard will be determined by applying the relevant load fee (table B1 & B2) multiplied by the size of load (for mini trucks straight load fee applies).
- b. The above payment calculation also applies for concrete mixed in the yard and used by Metromix for on-site work.

8A Long Distance Loads

For loads delivered to distances in excess of 25km from the plant then a 4.0m<sup>3</sup> minimum load shall apply.

9. Transport of Materials Other Than Concrete

Where the carriers trucks are used to transport materials other than concrete the normal cartage rates will apply. The materials carted will be converted to equivalent concrete volumes by using the following conversion rates:

Aggregate - 1.5 tonne aggregate = 1m<sup>3</sup> concrete

Sand - 1.7 tonne sand = 1m<sup>3</sup> concrete

Slurry - 1m<sup>3</sup> slurry = 1m<sup>3</sup> concrete

10. Returned Concrete

- a. All payments for concrete returns less than 3.0m<sup>3</sup> for maxi trucks and less than 50% of the truck capacity for mini trucks is incorporated in the agreed cartage rates, provided however that for untouched loads all returns will be paid regardless of volume.
- b. Where return volume exceeds 3.0m<sup>3</sup> for maxi and 50% of truck capacity for mini the return journey will be paid for at the applicable running rate multiplied by the distance of the return journey.
- c. Where return cartage is payable and the carrier is required to wait for instructions on what to do with the concrete the carrier shall be paid standing time as per Appendix B - clause 4 for any

time in excess of what would normally be allocated for that load including time waiting to dump load.

- d. Where return cartage is payable or otherwise as instructed by the Plant Manager and the carrier is instructed to travel any further distance to a dump site other than the loading plant the extra distance will be paid for at the applicable running rate.
- e. Where return cartage is payable and the carrier is instructed to dump the load then the carrier will be paid a dump fee of 2 x "F" (see table B1 & B2).
- f. All claims for return cartage and dump fees are to be made by completing all relevant sections of the Cartage Adjustment Request (CAR) which will be forwarded to the Allocator and then the Plant Manager for authorisation and processing.

#### 11. Transfers Outside Metropolitan Area

When transfers outside the Sydney Metropolitan Area are required payment for the transfer will be paid as per the following formulae:

$$Fu \times (km \div FCR) + (T \times L) = \text{Transfer Fee}$$

Where

- Fu = Fuel price relevant for current 6 month period as per Appendix 'E' (less relevant rebate & GST)
- FCR = Fuel consumption rate as per table below.
- Km = Total distance travelled (to and from)
- T = Agreed travel time to and from the transfer plant
- L = Labour rate relevant for current 6 month period as per Appendix 'E'.

Truck Size	FCR - (Km/L)
7.0	1.30
6.0	1.40
3.0	2.30
2.0	2.50
1.0	2.80

#### 12. Call-Out Fee

- a. A carrier called back after normal delivery hours shall receive a minimum payment of 24F. When total surcharges amount to 24F, then the call-out fee is no longer applicable.

#### 13. Living Away from Home Allowance

Where a carrier is directed to perform delivery or other work for the Company and, by reason of the distance travelled, is unable to return home that night then a living away from home allowance applies in accordance with Transport Mixed Industry Award.

### APPENDIX C

#### MONTHLY COMPLIANCE STATEMENT

Month: \_\_\_\_\_

Sub Contractor: \_\_\_\_\_ ABN \_\_\_\_\_

Has entered into a concrete cartage contract with Metromix Pty Limited, and hereby

makes the following declaration for the period \_\_\_\_\_ to \_\_\_\_\_

### DECLARATION

I, \_\_\_\_\_ A Director of/a person authorized by the made, subcontractor on whose behalf this declaration is hereby state all relevant insurances and statutory payments listed below:

Compulsory Third Party Insurance for he vehicle as required by any relevant law;

Comprehensive or Third Party property insurance of the vehicle;

Workers Compensation (Nominated & Relief Driver)

Public Liability Insurance (\$10 million)

Public Liability insurance for wrong delivery of product (Incl. in PL)

Public liability for damage caused by Agitator (Incl. in PL)

Agitator Insurance (\$42,000)

have been paid in accordance with the following acts, regulations and other statutory and contractual requirements

Workers Compensation (s175B *Workers Compensation Act* 1987)

Pay-Roll Tax (Part 5B s31G-31J *Pay-roll tax Act* 1971)

Remuneration (ss127, 127A *Industrial Relations Act* 1996 & *Superannuation Guarantee (Amendment) Act* 1992)

Concrete Carriers Determination 2004

I also declare that my drivers' license and registration are valid for period covered by this declaration.

Signature \_\_\_\_\_ Full Name: \_\_\_\_\_  
:

Position/Title \_\_\_\_\_ Date: \_\_\_\_\_

This statement is accurate and if required through random audit, I can provide current Certificates of Currency and supporting documents to verify all items listed. A false declaration is understood to be classified as misconduct under the terms of the contract.

### WARNING

Any subcontractor, who knowingly provides a principal contractor with a written statement that is false, is guilty of an offence. (Maximum penalty 100 units or \$11,000 in accordance with the relevant State legislation.

### APPENDIX D

## **PERFORMANCE STANDARDS**

### **PURPOSE**

The purpose of the Concrete Contractors Performance Appraisal should aim to:

Identify, evaluate and develop each individual contractor's work performance and productivity to more effectively achieve organisational goals and objectives.

Provide reward, recognition, feedback, praise or constructive criticism.

Provide an opportunity to share suggestions about improving work processes, customer relations and to identify training requirements;

Advise on strengths and weaknesses and what is expected of them as a contractor for Metromix.

Differentiate between satisfactory and unsatisfactory contractors.

Strengthen the relationship between Contractors and Metromix personnel by allowing communication and discussion to take place concerning both work related and personal issues.

It shall be a fundamental principal of this Determination that the performance appraisal process will be carried out with complete fairness to the carrier. The process shall be documented between the parties.

## **LEVELS OF PERFORMANCE**

### **Unsatisfactory**

Performance meets minimum acceptable standards in most instances, but is unsatisfactory in some cases. Improvement in unsatisfactory areas is urgently needed and will be monitored on a monthly basis and assessed on a quarterly basis. (This contractor would normally be in a learning phase or is of questionable ability to meet job requirements).

### **Good**

Performance of most duties is adequate, meets most standards in an acceptable manner, however some improvement may be necessary. (This contractor is beyond the learning phase and is making measurable contributions within limited areas. They will understand most duties and the overall objectives of their job).

### **Very Good**

This Contractor performs all duties and responsibilities in a comprehensive manner. There is little need for improvement and should be considered adequate for the job.

### **Outstanding**

Performs all duties and responsibilities in a thoroughly comprehensive manner. Some duties are carried out in a superior manner. Considered highly knowledgeable by superiors and colleagues. This contractor will often make significant contributions to the overall effectiveness of the business.

## **APPENDIX E**

### **RISE & FALL ADJUSTMENT TO CARTAGE RATES**

The formulae detailed below is to be used to adjust cartage rates at the frequency noted in the agreement.



$$P2 = P1 \times \left( \left( \frac{L2 - L1}{L1} + 1 \right) 0.43 + \left( \frac{CPI2 - CPI1}{CPI1} + 1 \right) 0.38 + \left( \frac{Fu2 - Fu1}{Fu1} + 1 \right) 0.09 + 0.10 \right)$$

Where:

P2	=	New Price (load fee or running rate or 'F' factor, or waiting time rate or safety net)
P1	=	Price currently being used (load fee or running rate or 'F' factor, or waiting time rate or safety net)
L1	=	Labour rate @ time of last review
L2	=	Labour rate @ time of new review
CPI1	=	CPI rate @ time of last review
CPI2	=	CPI rate @ time of new review
Fu1	=	Metromix fuel price @ time of last review
Fu2	=	Metromix fuel price @ time of new review

Rates/Indexes etc are those that apply 1 month prior to the review anniversary i.e. if anniversary is 1 Sept; unit rates used in formulae are those published and available at 1 August. If the review date is 1 March the new unit rates/indexes are those that are applicable at 1 February etc.

L	=	Labour Rate (exclusive of allowances) for drivers of 8 wheeler trucks as defined by the Transport Mixed Industries Award (Grade 5 Driver). (At start of contract L = \$14.41)
CPI	=	Consumer Price Index as published by the ABS - Catalogue No.6401 All Groups - Sydney. (At start of contract CPI = 145.50)
Fu	=	Caltex fuel price as published on <a href="http://www.caltex.com.au">www.caltex.com.au</a> and listed as "Terminal Gate Price for low sulphur diesel in Sydney/Banksmeadow area". (At start of contract Fu = \$0.9892 which includes GST but not rebate)

## APPENDIX F

### CALCULATION OF TERMINATION PAYMENTS

	Elements of Termination Payments	Mini Truck	Maxi Truck
1.	Labour Provision	\$17,000	\$20,000
2.	Lease Payments provision	\$28,500	\$44,500
3.	Selling Costs of truck	\$3,000	\$3,000
4.	Winding up costs	\$3,500	\$3,500
	<b>TOTAL TERMINATION PAYMENT</b>	<b>\$52,000</b>	<b>\$71,000</b>

## APPENDIX G

### OPERATION OF SAFETY NET PAYMENT

The safety net is intended to provide a guaranteed minimum payment to carriers during periods of very low work levels so that carriers are not pressured to leave the business.

The payment is based on achieving minimum earnings over a 3 month period calculated as follows:

	3.0m <sup>3</sup>	2.0m <sup>3</sup>	1.0m <sup>3</sup>	7.4m <sup>3</sup>	6.0m <sup>3</sup>
Safety Net Value	65,000	61,000	58,000	95,000	85,000
3 Month Total	16,250	15,250	14,500	23,750	21,250

The safety net to be administered on an annual basis with adjustments up and down from quarter to quarter. The carrier will be paid a minimum quarterly payment of 25% of the safety net value.

Example for 6.0m<sup>3</sup> truck:

Quarter	Actual Earnings	Safety Net Payment
1 <sup>st</sup>	\$22,000	= Nil
2 <sup>nd</sup>	\$18,000	\$3,250 - \$750 = \$2,500
3 <sup>rd</sup>	\$18,000	\$3,250 - \$0 = \$3,250
4 <sup>th</sup>	\$24,000	= \$2,750
Totals	\$82,000	\$3,000

When a carrier is unavailable (6 days/week) the safety net will be reduced by \$60F/day for each day the carrier is not available during the quarter.

Safety Net value is subject to annual Rise & Fall based on the % movement of cartage rates.

## APPENDIX H

### UTILISATION CALCULATION

Cartage rates will be adjusted each 3 months (to take effect on 1 Dec, 1 Mar, 1 June and 1 Sept) based on changes in utilisation. The period used is one month prior to the date for the scheduled change.

Utilisation will be measured as a fleet average figure for configuration (i.e. 6 wheeler vehicles will be in a separate utilisation group from 8 wheeler vehicles etc.) corrected for availability. An example of a typical utilisation adjustment calculation is as follows:

### EXAMPLE ONLY

#### TRUCK UTILISATION FOR THE MONTH OF APRIL 2004

m <sup>3</sup> PAID	15,390
Total Truck Numbers	39

#### NON ATTENDANCE DAYS

Annual Leave without relief driver(in excess of 10 days where the 10 days will be taken in conjunction with plant shutdowns where possible)	5
Sick Leave without relief driver	8
RDO (in excess of 3 days per year)	19
Vehicle Breakdown	15
Bereavement	0
Special Approved Leave	2
Unauthorised Leave or suspension	0
Late Arrival	0
Failure to report to work	2
Total Days Unavailable	50

TOTAL WORKING DAYS FOR MONTH	24
------------------------------	----

Notation Where a carrier is absent by reason of genuine illness or breakdown and the vehicle would  
:  
otherwise have not been required by Metromix then the carrier will not be deemed to have been  
unavailable for that period. The assessment of "not required" will be made by the company.

THEREFORE 50/24 = 2.08  
:

= TRUCKS UNAVAILABLE FOR THE MONTH OF APRIL

39 - 2.1 = 36.9

$\frac{15,390}{36.9} = 417\text{m}^3/\text{truck}$

= 5,004m<sup>3</sup> per annum annualised.

- NB: (a) Saturdays are counted as ½ days e.g. April 2004 = 22 days + 4 Saturdays (½) = 22 + 2 = 24 days
- (b) First quarter of new contract based on utilisation figures for the last six months of the previous contract for 7m<sup>3</sup>, 3m<sup>3</sup>, 2m<sup>3</sup> and 1m<sup>3</sup> vehicles. For 6m<sup>3</sup> vehicles the utilisation figure is based on utilisation for the last 12 months.

## APPENDIX I

### SUPPORT NOTES

#### (1) Calculation of Cartage Rates

The attached sheets show the cost components of servicing the cartage work which were used as a guide to arrive at the agreed cartage rates for each nominal truck size. The cost components are not deemed to be accurate nor reflect the true cost but have been useful to use as a base from which a negotiated commencement cartage rate for the new contract was agreed.

These sheets have been provided as an historical reference only and it is not intended nor would it be appropriate to reference these sheets in relation to adjustment of cartage rates.

Cartage rates can only be adjusted by using the utilisation adjustment (Appendix 'H') and Rise & Fall adjustment (Appendix 'E').

#### (2) Correction Factor Calculation

The attached sheets demonstrate the theory and calculation steps used to determine the correction factor applied for various utilisation levels.

#### (3) Utilisation Rates at Commencement of Contract

The attached sheet shows the utilisation calculation that applies for each truck size at the commencement date of the new contract. This sheet has been prepared in accordance with instructions detailed in Appendix 'H'.

Table B1

## Maxi Truck - Load Fee Rates based on Utilisation

Loads carted Av 6.0 m3	Concrete volume carted	Truck size Twin steer 7.0m3 Load Fee	Correction Factor	Annual Earnings Av lead 8km	Total per m3 rate Av lead 8km	Loads carted Av 5.0 m3	Concrete volume carted	Truck size Tandem 6.0 m3 Load Fee	Correction Factor	Annual Earnings Av lead 8km	Total per m3 rate Av lead 8km
		<b>Safety net</b>		<b>95000</b>				<b>Safety net</b>		<b>85000</b>	
667	4000	19.56	1.382	97421	24.36	640	3200	21.65	1.46	85670	26.77
700	4200	18.62	1.316	98370	23.42	680	3400	20.38	1.374	86688	25.50
733	4400	17.77	1.256	99319	22.57	720	3600	19.25	1.298	87730	24.37
767	4600	16.99	1.201	100253	21.79	760	3800	18.58	1.253	90068	23.70
800	4800	16.58	1.172	102642	21.38	800	4000	17.97	1.212	92376	23.09
833	5000	16.20	1.145	105009	21.00	840	4200	17.44	1.176	94752	22.56
867	5200	15.83	1.119	107296	20.63	880	4400	17.01	1.147	97372	22.13
900	5400	15.58	1.101	110047	20.38	920	4600	16.64	1.122	100093	21.76
933	5600	15.32	1.083	112697	20.12	960	4800	16.28	1.098	102736	21.40
967	5800	15.10	1.067	115409	19.90	1000	5000	15.96	1.076	105385	21.08
1000	6000	14.89	1.052	118115	19.69	1040	5200	15.66	1.056	108058	20.78
1033	6200	14.69	1.038	120824	19.49	1080	5400	15.38	1.037	110693	20.50
1067	6400	14.50	1.025	123544	19.30	1120	5600	15.19	1.024	113713	20.31
1100	6600	14.38	1.016	126564	19.18	1160	5800	15.01	1.012	116742	20.13
1133	6800	14.26	1.008	129630	19.06	<b>1200</b>	<b>6000</b>	<b>14.83</b>	<b>0</b>	<b>119700</b>	<b>19.95</b>
<b>1167</b>	<b>7000</b>	<b>14.15</b>	<b>0</b>	<b>132650</b>	<b>18.95</b>	1240	6200	14.67	0.989	122679	19.79
1200	7200	14.05	0.993	135727	18.85	1280	6400	14.52	0.979	125687	19.64
1233	7400	13.95	0.986	138764	18.75	1300	6500	14.37	0.969	126687	19.49
1250	7500	13.85	0.979	139896	18.65		Maximum				
	<b>Running Rate</b>	<b>\$0.60</b>					<b>Running Rate</b>	<b>\$0.64</b>			

Safety Net

Extra ordinary waiting time &gt; 10min/m3

\$95,000

\$1.33/min

Safety Net

\$85,000

Extra ordinary waiting time >  
10min/m3 \$1.33/min

**Surcharge 2** Weekdays 6.00pm to 5.00am **2.5F X M3**  
**Surcharge 3** Weekends 2.00pm Sat to 5.00am Mon **3F X M3**  
**Call Out** **24F minimum**  
**Standby during surcharge 2 & 3 periods** **3F**  
**F = \$5.18**

**Surcharge 2** Weekdays 6.00pm to 5.00am **2.5F X M3**  
**Surcharge 3** Weekends 2.00pm Sat to 5.00am Mon **3F X M3**  
**Call Out** **24F minimum**  
**Standby during surcharge 2 & 3 periods** **3F**  
**F = \$5.18**

Notation: the figures contained in the columns headed Loads Carted and Annual Earnings are estimates.

### Mini 3.0m3 and 2.0m3 correction factor

**Final @ 1/07/2004**

Loads	Base Labour	OT EOH	Rate	OT value	Total Labour	Rate per m3
600	32532	0	14.53	0	32532	54.22
700	32532	0	14.53	0	32532	46.47
800	32532	170	14.53	2470.1	35002.1	43.75
900	32532	340	14.53	4940.2	37472.2	41.64
1000	32532	510	14.53	7410.3	39942.3	39.94
1100	32532	680	14.53	9880.4	42412.4	38.56
<b>1200</b>	32532	<b>850</b>	<b>14.53</b>	<b>12350.5</b>	<b>44882.5</b>	<b>37.40</b>
1300	32532	1020	14.53	14820.6	47352.6	36.43
1400	32532	1190	14.53	17290.7	49822.7	35.59
1500	32532	1360	14.53	19760.8	52292.8	34.86
1600	32532	1530	14.53	22230.9	54762.9	34.23
1700	32532	1700	14.53	24701	57233	33.67
1800	32532	1870	14.53	27171.1	59703.1	33.17

Fixed cost	Fixed cost/m3		Total cost	Correction Factor
19466	32.44		86.66	1.616
19466	27.81		74.28	1.385
19466	24.33		68.09	1.270
19466	21.63		63.26	1.180
19466	19.47		59.41	1.108
19466	17.70		56.25	1.049
19466	<b>16.22</b>		<b>53.62</b>	<b>1.000</b>
19466	14.97		51.40	0.959
19466	13.90		49.49	0.923
19466	12.98		47.84	0.892
19466	12.17		46.39	0.865
19466	11.45		45.12	0.841
19466	10.81		43.98	0.820

### Mini 1.0m3 correction factor

**Final @ 1/07/2004**

Loads	Base Labour	OT EOH	Rate	OT value	Total Labour	Rate per m3
600	32532	0	14.53	0	32532	54.22
700	32532	0	14.53	0	32532	46.47
800	32532	170	14.53	2470.1	35002.1	43.75
900	32532	340	14.53	4940.2	37472.2	41.64

Fixed cost	Fixed cost/m3		Total cost	Correction Factor
16216	27.03		81.25	1.596
16216	23.17		69.64	1.368
16216	20.27		64.02	1.257
16216	18.02		59.65	1.172

1000	32532	510	14.53	7410.3	39942.3	39.94		16216	16.22		56.16	1.103
1100	32532	680	14.53	9880.4	42412.4	38.56		16216	14.74		53.30	1.047
<b>1200</b>	32532	<b>850</b>	<b>14.53</b>	<b>12350.5</b>	<b>44882.5</b>	<b>37.40</b>		16216	<b>13.51</b>		<b>50.92</b>	<b>1.000</b>
1300	32532	1020	14.53	14820.6	47352.6	36.43		16216	12.47		48.90	0.960
1400	32532	1190	14.53	17290.7	49822.7	35.59		16216	11.58		47.17	0.926
1500	32532	1360	14.53	19760.8	52292.8	34.86		16216	10.81		45.67	0.897
1600	32532	1530	14.53	22230.9	54762.9	34.23		16216	10.14		44.36	0.871
1700	32532	1700	14.53	24701	57233	33.67		16216	9.54		43.21	0.849
1800	32532	1870	14.53	27171.1	59703.1	33.17		16216	9.01		42.18	0.828

**6 m3 correction factor****Final @ 1/07/2004**

Utilisation	Base Labour	OT EOH	Rate	OT value	Total Labour	Rate per m3		Fixed cost	Fixed cost/m3		Total cost per m3 (G+ J)	Correction Factor
3000	33801	0	14.75	0	33801	11.27		28476	9.49		20.76	<b>1.557</b>
3200	33801	0	14.75	0	33801	10.56		28476	8.90		19.46	<b>1.460</b>
3400	33801	0	14.75	0	33801	9.94		28476	8.38		18.32	<b>1.374</b>
3600	33801	0	14.75	0	33801	9.39		28476	7.91		17.30	<b>1.298</b>
3800	33801	80	14.75	1180	34981	9.21		28476	7.49		16.70	<b>1.253</b>
4000	33801	160	14.75	2360	36161	9.04		28476	7.12		16.16	<b>1.212</b>
4200	33801	240	14.75	3540	37341	8.89		28476	6.78		15.67	<b>1.176</b>
4400	33801	340	14.75	5015	38816	8.82		28476	6.47		15.29	<b>1.147</b>
4600	33801	440	14.75	6490	40291	8.76		28476	6.19		14.95	<b>1.122</b>
4800	33801	540	14.75	7965	41766	8.70		28476	5.93		14.63	<b>1.098</b>
5000	33801	640	14.75	9440	43241	8.65		28476	5.70		14.34	<b>1.076</b>
5200	33801	740	14.75	10915	44716	8.60		28476	5.48		14.08	1.056
5400	33801	840	14.75	12390	46191	8.55		28476	5.27		13.83	1.037
5600	33801	960	14.75	14160	47961	8.56		28476	5.09		13.65	1.024
5800	33801	1080	14.75	15930	49731	8.57		28476	4.91		13.48	1.012
<b>6000</b>	33801	<b>1200</b>	<b>14.75</b>	<b>17700</b>	<b>51501</b>	<b>8.58</b>		28476	<b>4.75</b>		<b>13.33</b>	1.000
6200	33801	1320	14.75	19470	53271	8.59		28476	4.59		13.19	0.989
6400	33801	1440	14.75	21240	55041	8.60		28476	4.45		13.05	0.979
6600	33801	1560	14.75	23010	56811	8.61		28476	4.31		12.92	0.969

Note:

Base labour = subtotal for labour cost less OT value

Fixed cost = total of fixed costs excluding return on funds employed

### 7.0m3 Correction factor

Utilisation	Base Labour	OT EOH	Rate	OT value	Total Labour	Rate per m3
3600	35194	0	15.36	0	35194	9.78
3800	35194	0	15.36	0	35194	9.26
4000	35194	0	15.36	0	35194	8.80
4200	35194	0	15.36	0	35194	8.38
4400	35194	0	15.36	0	35194	8.00
4600	35194	0	15.36	0	35194	7.65
4800	35194	80	15.36	1228.8	36422.8	7.59
5000	35194	160	15.36	2457.6	37651.6	7.53
5200	35194	240	15.36	3686.4	38880.4	7.48
5400	35194	340	15.36	5222.4	40416.4	7.48
5600	35194	440	15.36	6758.4	41952.4	7.49
5800	35194	540	15.36	8294.4	43488.4	7.50
6000	35194	640	15.36	9830.4	45024.4	7.50
6200	35194	740	15.36	11366.4	46560.4	7.51
6400	35194	840	15.36	12902.4	48096.4	7.52
6600	35194	960	15.36	14745.6	49939.6	7.57
6800	35194	1080	15.36	16588.8	51782.8	7.62
<b>7000</b>	35194	<b>1200</b>	<b>15.36</b>	<b>18432</b>	<b>53626</b>	<b>7.66</b>
7200	35194	1320	15.36	20275.2	55469.2	7.70
7400	35194	1440	15.36	22118.4	57312.4	7.74
7600	35194	1560	15.36	23961.6	59155.6	7.78

Note:

Base labour = subtotal for labour cost less OT value

### Final @ 1/07/2004

Fixed cost	Fixed cost/m3		Total cost	Correction Factor
33923	9.42		19.20	<b>1.535</b>
33923	8.93		18.19	<b>1.454</b>
33923	8.48		17.28	<b>1.382</b>
33923	8.08		16.46	<b>1.316</b>
33923	7.71		15.71	<b>1.256</b>
33923	7.37		15.03	<b>1.201</b>
33923	7.07		14.66	<b>1.172</b>
33923	6.78		14.31	<b>1.145</b>
33923	6.52		14.00	<b>1.119</b>
33923	6.28		13.77	<b>1.101</b>
33923	6.06		13.55	<b>1.083</b>
33923	5.85		13.35	<b>1.067</b>
33923	5.65		13.16	<b>1.052</b>
33923	5.47		12.98	<b>1.038</b>
33923	5.30		12.82	<b>1.025</b>
33923	5.14		12.71	<b>1.016</b>
33923	4.99		12.60	<b>1.008</b>
33923	<b>4.85</b>		<b>12.51</b>	<b>1.000</b>
33923	4.71		12.42	<b>0.993</b>
33923	4.58		12.33	<b>0.986</b>
33923	4.46		12.25	<b>0.979</b>

Fixed cost = total of fixed costs excluding return on funds employed

### Mini - Mixer Truck, Cartage Rate Calculation

Final @ 12/08/2004

Cost Elements	Calculations	Truck Size		
		Mini 3.0m3	Mini 2.0m3	Mini 1.0m3
Key Assumptions				
Nominal utilisation Loads/year		1200	1200	1200
Av distance travelled per year (km/year)		19200	19200	19200
Purchase price - new		100,000	65,000	50,000
Estimated sale value after 10 years		30,000	17,000	12,500
Av value of investment		62,500	41,000	31,250
Effective life of asset (years)		10	10	10
Interest rate on funds invested		8%	8%	8%
Profit on investment		10%	10%	10%
Fuel consumption (km/L)		2.30	2.50	2.80
Fuel cost (\$/l)		0.97	0.97	0.97
Overtime worked expressed as equiv ordinary time		850.00	850.00	850.00
Fixed Costs				
Labour and on costs				
(a) Base Wages inclusive of allowances	\$14.53*38hr*50w	27607	27607	27607
(b) Overtime provision	EOH x normal hrly rate	12351	12351	12351
(c) Casual wages provision	2 weeks with 15% loading	1450	1450	1450
(d) superannuation	9% of base wage	2485	2485	2485
(e) Long service leave provision		460	460	460
(f) Leave loading	1/52 of base wage	531	531	531
Subtotal for labour costs		44883	44883	44883
Insurance				
Workers comp	7% of labour cost	3007	3007	3007
Third Party Insurance		900	900	900



Comprehensive and or third party property		1310	1310	1000
Public liability		330	330	330
Agitator damage extension		213	213	213
Wrong delivery damage		300	300	300
Subtotal for Insurance		6060	6060	5750
Corporation admin costs and accounting		3650	3650	3650
Vehicle cost				
Finance		5000	3280	2500
registration and general costs		1110	1126	1764
Depreciation	asset value/effective life	6250	4100	3125
Subtotal fixed costs		66,954	63,100	61,673
Plus 10% return on funds employed		6250.00	4100.00	3125.00
Load fee to recover fixed cost \$/load		61.00	56.00	54.00
Running costs				
Fuel costs		8097	7450	6651
R&M		3842	3200	2800
Servicing inc oils and grease		2400	1770	1239
Tyres		2180	1700	1050
Contingency on running costs		1251	1251	1251
Subtotal for variable costs		17770	15371	12991
phones, support vehicle and general expenses		1430	1430	1410
Total for Variable costs		19200	16801	14401
Running cost per loaded km		2.00	1.75	1.50
Average cart distance		8	8	8
Average load size		2.4	1.6	0.8
Average rate ( inclusive of all surcharges )		77.00	70.00	66.00
Average annual earnings		92404	84000	79199

**Maxi - Mixer Truck, Cartage Rate Calculation****Final @ 17/08/2004**

Cost Elements	Calculations	Truck size	
		Twin Steer 7.0m3	Tandem 6.0m3
Key Assumptions			
Nominal utilisation ( m3/year )		7,000	6,000
Av distance travelled per year ( km/year )	3000 km for transfers	19,200	19,200
Av number of loads		1,167	1,200
Purchase price - new		160,000	130,000
Estimated sale value after 10 years		70,000	50,000
Av value of investment		115,000	90,000
Truck value Depreciated over contract life		90,000	80,000
Effective life of asset ( years )		10	10
Interest rate on funds invested		8%	8%
Profit on investment		10%	10%
Fuel consumption ( km/L )		1.30	1.40
Fuel cost ( \$/l )	after rebate of \$0.185	0.79	0.79
Overtime worked expressed as equiv ordinary time	EOH (hrs) Av 24 per week	1,200	1,200
Minimum load size ( m3 )		3.00	3.00
Fixed Costs			
Labour and on costs			
(a) Base Wages inclusive of allowances ( ME award )	\$15.36 * 38hr * 50w (7.4) \$14.75 * 38hr * 50w (6.0)	29185	28030
(b) Overtime provision	EOH x normal hourly rate	18,432.00	17700
(c) Casual wages provision	2 weeks with 15% loading	2158	2072
(d) superannuation	9% of base + casual wage	2821	2709
(e) Long service leave provision	base + casual x 1.5%	470	452
(f) Leave loading	1/52 of base wage	561	539
Subtotal for labour costs		53626	51501

Insurance			
Workers comp	7% of labour cost	4129	3605
Third Party Insurance		1800	1698
Comprehensive and or third party property		2903	2400
Public liability		330	330
Agitator damage extension		213	213
Wrong delivery damage		300	300
Subtotal for Insurance		9675	8546
Corporation admin costs and accounting		3650	3650
Vehicle cost			
Finance		9200	7200
registration		2398	1080
Depreciation	asset value/effective life	9000	8000
Subtotal fixed costs		87,550	79,977
Plus 10% return on funds employed		11500.00	9000.00
Load fee to recover fixed cost \$/m3		14.15	14.83
Running costs			
Fuel costs		11550	10834
R&M		9660	7500
Servicing inc oils and grease		4000	3800
Tyres		4260	3500
Contingency on running costs ( margin )		2353	2353
Subtotal for variable costs		31823	27987
phones, support vehicle and general expenses		2735	2735
Total for variable costs		34558	30722
Running cost per loaded km		3.60	3.20
Average cart distance		8	8

Average load size		6	5
Running cost /m3/km		0.60	0.64
Average rate ( inclusive of all surcharges )		18.95	19.95
Average yearly income		132648	119700

For 6.0m3 truck

Labour component = 43% of total revenue

Say 43%

Profit and contingency = 9.5% of total revenue

Say 10%

Fuel costs = 9% of total revenue

Say 9%

Balance of all other costs

Say 38%

Total 100%

**Utilisation Calculation for commencement of 2004 Carrier contract**

Carrier Group	Truck numbers in the group		Utilisation	Utilisation	Utilisation	Utilisation	Utilisation	Utilisation	Average annualised utilisation based on data for past 12 months	unit
			20051.4	19438.1	15872.7	16518.8	14989.4	10756.8		
			<b>537.3</b>	<b>518.64</b>	<b>417.7</b>	<b>448.61</b>	<b>394.46</b>	<b>324.65</b>	2641.36	
Maxi Trucks in Sydney with nominal 6.0m3 capacity Annual Aug 03 to Jul 04	38	m3 for group m3 per truck	15969.1 <b>423.79</b>	21665.3 <b>583.87</b>	17365.4 <b>462.63</b>	22392.9 <b>600.88</b>	19882.3 <b>540.85</b>	21080.8 <b>570.7</b>	3182.72 <b>5824</b>	<b>m3</b>
			1100.6 <b>275.15</b>	998.2 <b>252.18</b>	1038.7 <b>259.68</b>	904.2 <b>218.76</b>	1134.4 <b>283.6</b>	804.8 <b>215.57</b>	1504.94	
Katoomba plant trucks Annual Aug 03 to Jul 04		m3 for group m3 per truck	865.8 <b>238.1</b>	1136.8 <b>284.2</b>	1117.8 <b>279.45</b>	982.2 <b>248.31</b>	1105.8 <b>282.59</b>	2105 <b>526.48</b>	1859.13 <b>3364</b>	<b>m3</b>
	4		Feb-04 Utilisation	Mar-04 Utilisation	Apr-04 Utilisation	May-04 Utilisation	Jun-04 Utilisation	Jul-04 Utilisation	Average annualised utilisation based on data for past 6 months	
Maxi trucks in Sydney with nominal 7.0m3 capacity	4	m3 for group m3 per truck	1686 <b>426.34</b>	2047 <b>547.33</b>	1351.6 <b>364.58</b>	2171.6 <b>669.33</b>	2271.6 <b>607.52</b>	2196.2 <b>566.39</b>	6363	<b>m3</b>

Able mini trucks < 1m3 capacity	Trucks in group	Loads for group loads per truck	226 3 <b>81.51</b>	281 3 <b>93.67</b>	250 3 <b>83.33</b>	262 3 <b>88.65</b>	199 2.5 <b>83.98</b>	242 2 <b>121.00</b>	1104	loads
Able mini trucks 2.4m3 capacity	Trucks in Group	Loads for group loads per truck	254.00 3 <b>90.13</b>	358.00 3 <b>120.95</b>	291.00 3 <b>98.60</b>	315.00 3 <b>109.88</b>	380.00 3.5 <b>147.00</b>	398.00 4 <b>99.50</b>	1332	loads
Able mini trucks > 2.5 m3 capacity	Trucks in Group	Loads for group loads per truck	338 4 <b>84.50</b>	435 4 <b>108.75</b>	347 4 <b>86.75</b>	430 4 <b>108.71</b>	451 4 <b>112.75</b>	491 4 <b>122.75</b>	1248	loads

**PERFORMANCE STANDARDS****This is a sample form only**

- 1 Availability & Attendance**
- Normal Work Days - 6 days per week availability (Mon to Fri) 5.00am to 6.00pm and (Saturdays) 5.00am to 2.00pm or as released by allocator or by prior arrangement on previous working day.
  - After Hours - Saturday 2pm to 5am Monday - Voluntary Roster
  - Nightshift or Call Back - 6pm to 5am weekdays - Voluntary Roster

**Exceptions:**

**RDO's** - Drivers are allowed 12 Rostered days off per year, agreed and approved by Metromix in advance

**Sick Leave** - if a driver is expected to be unavailable due to sick leave for more than 3 days, then a relief driver must be arranged where possible.

**Designated Shut Down Period** - up to 10 days per year per driver at each base plant. It is expected that this leave will be used at the Christmas break.

**Bereavement Leave** - 2 days per year (refer to Transport Mixed Enterprises Award for definition)

**Breakdowns** - 7 days per year

**312 days per year**

Unsatisfactory	Good	Very Good	Outstanding
<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>

Less **12 Rdo's**  
 Less **8 Sick Days**  
**10 Annual Leave Days as per the Agreement to be taken at designated shut downs). Time taken at designated shutdowns will not be penalised for utilization if requested and approved by Metromix 1 month in advance.**

Less **10 Annual Leave Days. (This leave is recommended, however will only be approved subject to the availability of a relief driver if time is taken in full) This leave period will be subject to utilization penalties if a relief driver is not engaged.**

Less 10 Public Holidays (incl. Union Picnic Day)

Less 2 Bereavement

Less 7 Breakdown days

**Total 263 DAYS AVAILABILITY**


- 2 Presentation of Principal Driver**
- Contractor must wear Metromix uniform
  - Uniforms must be freshly cleaned and ironed each day
  - Contractors must be clean shaven
  - Hair & beards must be neatly trimmed. Hair must be tied back if it is longer than shoulder length
  - Contractors must have available and use when required the appropriate PPE (i.e. Ear muffs, safety glasses, dust masks, sunscreen)
  - Safety boots must be worn at all times.

Unsatisfactory	Good	Very Good	Outstanding
<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>

- 3 Presentation of Vehicle**
- Vehicle must be presented each morning for work in a washed condition (where possible)
  - There must be no build-up of cement dust or concrete on the external surfaces of truck or chassis and mixer
  - There should be no primed or unpainted body work
  - Logo stickers must be replaced (if damaged or peeling)

Unsatisfactory	Good	Very Good	Outstanding
<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>

- There must be no truck decorations that detract from the corporate image (ie.Stickers, decals)
- 4 Customer Relationships & On Site Service**
- Contractor should conduct themselves in a polite, non-aggressive manner at all times and be courteous, helpful and patient at all times.
  - Inappropriate swearing or discriminatory remarks are unacceptable at all times
  - Dockets must be signed before leaving site. (where possible)
  - Truck to Base Communications

<b>Unsatisfactory</b>	<b>Good</b>	<b>Very Good</b>	<b>Outstanding</b>
<b><u>1</u></b>	<b><u>2</u></b>	<b><u>3</u></b>	<b><u>4</u></b>

- 5 Relationships with Colleagues & Metromix Staff**
- Contractor should conduct themselves in a polite, non-aggressive manner at all times and be courteous, helpful and patient at all times.
  - Be Proactive in identifying problems
  - Offer suggestions for improvements
  - Foster a team approach
  - Have the ability to put aside personal prejudices to "get on with the Job"
  - Be able to communicate effectively **and relay information via truck radios to base plant efficiently.**
  - Effective use of 2-Way Radio

<b>Unsatisfactory</b>	<b>Good</b>	<b>Very Good</b>	<b>Outstanding</b>
<b><u>1</u></b>	<b><u>2</u></b>	<b><u>3</u></b>	<b><u>4</u></b>

- 6 Health & Fitness**
- Contractors must be suitably fit and healthy to adequately perform their tasks so as to not aggravate injuries or sickness > "doctors certificate".
  - Drivers are not to be at work and effected by drugs or alcohol
  - Drivers and Metromix to work together to manage working time to avoid fatigue

<b>Unsatisfactory</b>	<b>Good</b>	<b>Very Good</b>	<b>Outstanding</b>
<b><u>1</u></b>	<b><u>2</u></b>	<b><u>3</u></b>	<b><u>4</u></b>

- 7 Safe & Effective Driving Record**
- Contractor must be professional in their conduct on the road at all times.
  - Current drivers license must be held
  - No erratic driving or speeding
  - Due care and attention must be taken on site to avoid causing damage

<b>Unsatisfactory</b>	<b>Good</b>	<b>Very Good</b>	<b>Outstanding</b>
<b><u>1</u></b>	<b><u>2</u></b>	<b><u>3</u></b>	<b><u>4</u></b>

<b>Unsatisfactory</b>	<b>Good</b>	<b>Very Good</b>	<b>Outstanding</b>
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- 8 Truck Suitability**
- Truck must be within 10% of maximum payload capacity for the configuration of the vehicle.
  - Vehicle must be in a road worthy condition
  - Vehicle must be well maintained, with no oil leaks
  - Relevant safety equipment must be installed on vehicle (reverse beepers, flashing lights, fire extinguishers)
- 9 Product Responsibility**
- Accurate slumping
  - Compliance with mixing procedures
  - Immediate attention to spillages
  - Washout (in authorized locations only)
  - Washdown (in authorized locations only)
  - Mixer must be kept turning at all times when loaded
- 10 Administration**
- Drivers must provide all relevant up to date insurance statutory declarations as required.
  - All delivery dockets must be returned to the plant each day. (where possible)
  - Times on site and Off site must be completed on dockets
  - Waiting time must be signed for at all times (where possible)
  - Return cartage must be signed for at all times (where possible)
  - Change of personal details must be given to relevant personal immediately
- 11 Housekeeping at Plants**
- Drivers rooms are to be kept clean and hygienic at all times
  - No lewd posters or magazines to be on walls or left in lunchrooms or toilets.
  - There is to be no build up of rubbish in lunchrooms.
- N/A -

<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>

Unsatisfactory	Good	Very Good	Outstanding
<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>

Unsatisfactory	Good	Very Good	Outstanding
<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>

Unsatisfactory	Good	Very Good	Outstanding
<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>

44 compliance Items x 4 points = 176 maximum points



< 87 points - (contract status to be reviewed)  
 88 to 100 - (Notice to Improve)  
 >101 (Acceptable)

Table B2

## Mini Truck - Cartage Rates with Load Fee based on Utilisation

## 3.0m3 Trucks

Loads carted Av 2.4 m3	Concrete volume carted	Truck size nominal 3.0m3 Load Fee	Correction Factor	Annual Earnings Av 8km lead	Total per load Av lead 8km
		<b>Safety net</b>		<b>65000</b>	
600	1440	98.58	1.616	68746	114.58
700	1680	84.49	1.385	70340	100.49
800	1920	77.47	1.27	74776	93.47
900	2160	71.98	1.180	79182	87.98
1000	2400	67.59	1.108	83588	83.59
1100	2640	63.99	1.049	87988	79.99
<b>1200</b>	<b>2880</b>	<b>61.00</b>	<b>0</b>	<b>92400</b>	<b>77.00</b>
1300	3120	58.50	0.959	96849	74.50
1400	3360	56.30	0.923	101224	72.30
1500	3600	54.41	0.892	105618	70.41
1600	3840	52.77	0.865	110024	68.77
1700	4080	51.30	0.841	114412	67.30
1800	4320	50.00	0.820	118800	66.00
Running rate \$/km		\$2.00			

## 2.0m3 Trucks

Loads carted Av 1.6m3	Concrete volume carted	Truck size nominal 2.0m3 Load Fee	Correction Factor	Annual Earnings Av 8km lead	Total per load Av lead 8km
		<b>Safety net</b>		<b>61000</b>	
600	1440	90.50	1.616	62698	104.50
700	1680	77.56	1.385	64092	91.56
800	1920	71.12	1.27	68096	85.12
900	2160	66.08	1.180	72072	80.08
1000	2400	62.05	1.108	76048	76.05
1100	2640	58.74	1.049	80018	72.74
<b>1200</b>	<b>2880</b>	<b>56.00</b>	<b>0</b>	<b>84000</b>	<b>70.00</b>
1300	3120	53.70	0.959	88015	67.70
1400	3360	51.69	0.923	91963	65.69
1500	3600	49.95	0.892	95928	63.95
1600	3840	48.44	0.865	99904	62.44
1700	4080	47.10	0.841	103863	61.10
1800	4320	50.00	0.820	115200	64.00
Running rate \$/km		\$1.75			

Safety Net \$65,000  
 Extra ordinary waiting time > 45min \$1.05/min  
 Surcharge 2 5F X load  
 Surcharge 3 6F X load  
 Call Out 24F minimum  
 Standby during surcharge 2 & 3 periods 3F

Safety Net \$61,000  
 Extra ordinary waiting time > 45min \$1.05/min  
 Surcharge 2 5F X load  
 Surcharge 3 6F X load  
 Call Out 24F minimum  
 Standby during surcharge 2 & 3 periods 3F

F = \$4.4

F = \$4.4

**1.0m3 Trucks**

<b>Loads carted</b>	<b>Truck size nominal 1.0m3</b>	<b>Correction Factor</b>	<b>Annual Earnings</b>	<b>Total per load</b>
Av 0.8m3	Load Fee	=	Av 8km lead	Av lead 8km
	<b>Safety net</b>		<b>58000</b>	
600	86.18	1.596	58910	98.18
700	73.87	1.368	60110	85.87
800	67.88	1.257	63902	79.88
900	63.29	1.172	67759	75.29
1000	59.56	1.103	71562	71.56
1100	56.54	1.047	75392	68.54
<b>1200</b>	<b>54.00</b>	<b>0</b>	<b>79200</b>	<b>66.00</b>
1300	51.84	0.960	82992	63.84
1400	50.00	0.926	86806	62.00
1500	48.44	0.897	90657	60.44
1600	47.03	0.871	94454	59.03
1700	45.85	0.849	98338	57.85
1800	44.71	0.828	102082	56.71
Running Rate \$/km		\$1.50		

Safety Net	\$58,000
Extra ordinary waiting time > 45min	\$1.05/min
Surcharge 2	5F X load
Surcharge 3	6F X load
Call Out	24F minimum
Standby during surcharge 2 & 3 periods	3F
	F = \$4.4

Notation: the figures contained in the columns headed Loads Carted and Annual Earnings are estimates.

P. J. CONNOR, Commissioner.

Printed by the authority of the Industrial Registrar.

(582)

**SERIAL C3225**

## **SADDLERY, LEATHER, CANVAS AND PLASTIC MATERIAL WORKERS' (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1661 of 2004)

Before Mr Deputy President Sams

16 July 2004

### **REVIEWED AWARD**

1. Delete the word "his" wherever it appears in the award published 8 February 2002 (331 I.G. 120) and insert in lieu thereof the following:

his/her

2. Delete the word "he" wherever it appears in the award and insert in lieu thereof the following:

he/she

3. Delete paragraph (vii) of subclause (c) of the said clause 3.

4. Delete clause 4, Wages Rates, and insert in lieu thereof the following:

#### **4. Wage Rates**

- (a) Adult Employees

The rates of pay for weekly employees shall be as set out in Table 1 - Rates of Pay, of Part B, Monetary Rates.

- (b) The rates of pay in this award include the adjustments payable under the State Wage Case 2003. These adjustments may be offset against:

- (i) any equivalent over-award payments; and/or

- (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.

- (c) The following table shall indicate the wage group appropriate to each individual classification:

No.	Classification	Wage Group
	Saddlery and Harness Section	
1	Saddler and/or bridle hand means an experienced employee engaged in the manufacture and/or repair of saddles, harness for horses or similar collars, whips and whip thongs, who has knowledge of all grades and types of leather used in the trade and is capable of making patterns, cutting and preparing the components and manufacturing and/or repairing the final product	C

2	Saddle and harness assistant includes stitchers and punchers and all other classes of work requiring direct supervision - Employee with less than 6 months' experience Employee with 6 to 12 months' experience Employee with more than 12 months' experience	M L J
	Leathergoods, Luggage, Handbags, &c. Section	
3	Designer as defined	A
3a	Pattern Cutter as defined	A
4	Hand cutting and/or clicking leather	E
5	Hand cutting and/or clicking other material	E
6	Manufacture and/or repair, including machine cutting, of - (i) Travelgoods, bags, trunks, suit and attache cases, musical instrument and similar cases which are made of leather - Employee with less than 6 months' experience on such items Employee with 6 to 12 months' experience on such items Employee with more than 12 months' experience on such items (ii) Travelgoods, bags, suit and attache cases, trunks, musical instrument and similar cases as are made of fibre or any material (including plastics) other than leather - Employee with less than 6 months' experience on such items Employee with 6 to 12 months' experience on such items Employee with more than 12 months' experience on such items (iii) Leather coats, jackets and leggings, rifle and/or gun covers, pouches and belts - Employee with less than 6 months' experience on such items Employee with 6 to 12 months' experience on such items Employee with more than 12 months' experience on such items (iv) Handbags, shopping bags, brief cases and cosmetic cases made of leather or any other material (including plastic) - Employee with less than 6 months' experience on such items Employee with 6 to 12 months' experience on such items Employee with more than 12 months' experience on such items (v) Wallets, spectacle cases, pouches of all descriptions and transistor radio cases made of leather, plastic or other material - Employee with less than 6 months' experience on such items Employee with 6 to 12 months' experience on such items Employee with more than 12 months' experience on such items (vi) Gloves (other than industrial and golf gloves), surgical belts and appliances, bicycle seats made of leather, plastic or any other material - Employee with less than 6 months' experience on such items Employee with 6 to 12 months' experience on such items Employee with more than 12 months' experience on such items (vii) Playsuits made of leather, plastic or other material - Employee with less than 6 months' experience on such items Employee with 6 to 12 months' experience on such items Employee with more than 12 months' experience on such items (viii) Braces, straps, belts of all descriptions, purses, razor straps, hat leathers, watch straps, key wallets and similar articles, dog collars, articles made of woollen lamb skins, sheep skins, kangaroo skins or other like materials, and leads and leather goods of all descriptions not elsewhere included as are made of leather, plastic or other material - Employee with less than 6 months' experience on such items Employee with 6 to 12 months' experience on such items Employee with more than 12 months' experience on such items (ix) Slither cans, welders and similar industrial masks and other materials made of fibre or any material (including plastic) other than leather - Employee with less than 6 months' experience on such items Employee with 6 to 12 months' experience on such items Employee with more than 12 months' experience on such items	I H F  K J G  I H F  I H F  I H F  K J G  K J G

	(x) Car head rests, covers, car seats, car safety harness of all descriptions - Employee with less than 6 months' experience on such items Employee with 6 to 12 months' experience on such items Employee with more than 12 months' experience on such items	K J G
7	Employee engaged in trimming gloves, cutting out forcetts and quirks and cutting cotton ends	M
	Sporting Goods, &c., Section	
8	Manufacture and/or repair of sporting goods of all descriptions - Employee with less than 6 months' experience on such items Employee with 6 to 12 months' experience on such items Employee with more than 12 months' experience on such items	I H F
	Machine Belting, &c., Section	
9	Manufacture and/or repair machine belting, gaskets and pump washers or similar articles	I
	Ships' Gear Section	
10	Sail Maker - as defined	B
11	Manufacture and/or repair of sails and ships' gear (including nets, fenders and rigging) and other articles that require the hand sewing of ropes by use of palm and needle - Employee with less than 6 months' experience on such items Employee with 6 to 12 months' experience on such items Employee with more than 12 months' experience on such items	I H F
12	Cutter - as defined	D
13	Manufacture and/or repair of canvas goods of all descriptions covered by this award, including those made of plastic substitute for canvas, and flags of all descriptions and including cutters other than as defined - Employee with less than 6 months' experience on such items Employee with 6 to 12 months' experience on such items Employee with more than 12 months' experience on such items	M L I
	Industrial Spindle Polishing Mops Section	
14	Manufacture and/or repair of industrial spindle polishing mops	J
	Industrial and Golf Gloves Section	
15	(i) Manufacture and/or repair of industrial and golf gloves - Employee with less than 6 months' experience on such items Employee with 6 to 12 months' experience on such items Employee with more than 12 months' experience on such items (ii) Employee engaged in trimming gloves, cutting out forcetts and quirks and cutting cotton ends - (iii) Employee engaged in machine cutting of leather and/or other materials - Employee with less than 6 months' experience on such items Employee with 6 to 12 months' experience on such items Employee with more than 12 months' experience on such items	L K I M  K J G
	Toys Section	
	Toys made of woolled lamb skins, sheep skins, kangaroo skins or other furred skins. The rates of pay for employees engaged on this work shall be:	
16	Designer - as defined	A
17	Pattern cutter - as defined	A
18	Die cutter using clicking press - Employee with less than 6 months' experience on such items Employee with 6 to 12 months' experience on such items Employee with more than 12 months' experience on such items	K J G
19	Hand cutter and/or clicker	E
20	Fillers and/or stuffers	K
21	Machinists - Employee with less than 6 months' experience on such items Employee with 6 to 12 months' experience on such items Employee with more than 12 months' experience on such items	K J G

	General	
22	Storeperson	K
23	Employee engaged in trimming threads, cleaning, labelling, packing in bags and cartons, attachment of keys, turning out (other than sporting goods), paper filling of finished product, eyeletting (other than canvas goods), press studding (other than canvas goods), marking and/or staining, R.F. Welding, lock fixing (on items less than 50 cms in length), gluing edges, machine gluing, other gluing on items less than 155 sq. cms in area	K

## (d) Junior Employees

The weekly rate for junior employees shall be the undermentioned percentages of the rate for classification 6(ii), Manufacture, etc., of travel goods, etc. (other than leather) with more than 12 months' experience in subclause (c) of this clause:

Age	Percentage
16 years of age and under	50
17 years of age	60
18 years of age	70
19 years of age	80
20 years of age	90

The above percentages shall be calculated to the nearest 5 cents (half or less than half of 5 cents to be disregarded).

Thereafter, the minimum wage prescribed for adults for the class of work which they are doing shall apply, provided, however, that a junior after 4 years' experience in the industry covered by this award shall be paid the full adult rate prescribed in subclause (c) of this clause.

- (i) For the purpose of this clause, "experience" shall mean any form of employment in the industry.
- (ii) Employers who wilfully employ juniors without taking into account previous experience shall be guilty of a breach of this award.
- (iii) The proportion of junior workers and apprentices to adult employees shall be one to one. In computing the proportion under this paragraph, the number of such employees employed for the whole of the previous 6 months shall be taken.

To be clear, an employee under 21 years of age being paid the adult rate of pay in accordance with Table 1 - Rates of Pay, of Part B, Monetary Rates, shall not be considered as a junior worker for the purposes of this paragraph.

## (e) Leading Hands

An employee who is appointed by the management to supervise the work of other employees shall be paid an additional amount as set out in Items 1, 2 and 3 of Table 2 - Allowances, of the said Part B.

## (f) First-aid Attendant

An employee holding a St John Ambulance or equivalent first-aid certificate, appointed by the employer to be a first-aid attendant, shall be paid an amount as set out in Item 4 of Table 2, in addition to his/her usual weekly wage, and shall also be paid for all time spent in attending lectures on first aid during and outside working hours, provided such time is authorised by the employer. An adequate first-aid outfit shall be provided as prescribed by the *Occupational Health and Safety Act 2000* (NSW), and the Regulations made thereunder.

5. Delete subclause (b) of clause 7, Special Rates, and insert in lieu thereof the following:

- (b) For the repair of canvas goods of all descriptions which the foreperson and journey person shall agree are of an unusually dirty or offensive nature, an amount as set out in Item 6 of the said Table 2 shall be paid.

In the case of disagreement between the foreperson and an employee in relation to subclauses (a) and (b) of this clause, the foreperson and employee shall refer to clause 38, Grievance and Dispute Procedure, and a decision with respect to subclause (a) of that procedure shall be provided within 24 hours.

6. Delete clause 11, Hours of Work, and insert in lieu thereof the following:

### **11. Hours of Work, Meal Times and Rest Periods**

(a) Hours

- (i) Subject to clause 11A, Implementation of 38-Hour Week, and subject to the exceptions hereinafter provided, the ordinary hours of work shall be an average of 38 per week to be worked on one of the following bases:

- (1) 38 hours within a work cycle not exceeding 7 consecutive days; or
- (2) 76 hours within a work cycle not exceeding 14 consecutive days; or
- (3) 114 hours within a work cycle not exceeding 21 consecutive days; or
- (4) 152 hours within a work cycle not exceeding 28 consecutive days.

- (ii) Subject to subclause (e) of the said clause 11A, not more than 8 hours exclusive of meal breaks (except if paid for at overtime rates) shall be worked in any one day in each week.

(iii) Day Work

The ordinary hours of day work shall not be earlier than 7.00 a.m. and not later than 5.30 p.m. on 5 days of the week, provided that, where the employer and the majority of employees agree, the spread of hours may be from 6.00 a.m. to 6.00 p.m.

(iv) Shift Work

- (1) Employees may be engaged on shift work.
- (2) Shift work shall be limited to working:
  - (A) Permanent afternoon shift Monday to Friday; or
  - (B) Shifts that rotate between afternoon and day shifts Monday to Friday.
- (4) Employees whilst on afternoon shift shall be paid 20% additional to the ordinary rate of pay.
- (5) Employees working shiftwork shall be given 20 minutes for a paid break, which shall be counted as time worked.
- (6) Afternoon shift shall mean a shift finishing after 6.00 p.m. and at or before midnight Monday to Friday.



## (b) Meal Times for Day Workers

- (i) Employees shall be allowed a meal break of 30 minutes. By agreement between the employer and his/her employees it may be extended to a maximum of 60 minutes.
- (ii) The meal period shall be between 11.30 a.m. and 1.30 p.m.
- (iii) Any employee called upon to work during a meal hour shall be paid at the rate of time and one-half. Such rate shall continue until the employee has a meal break.
- (iv) No employee shall be required to work more than 5 hours without a break for a meal. Provided that, with regard to Fridays only, where hours of work are arranged in accordance with paragraph (b)(ii) of the said clause 11A, the employer may, by agreement with the majority of employees, extend the rest period by 10 minutes without pay and thereby be relieved of any obligation under this paragraph only in respect of the particular day on which no more than 6 ordinary hours are worked.

## (c) Rest Period

A rest period of 10 minutes shall be given to all employees between the hours of 9.30 a.m. and 10.30 a.m., or at other such time as mutually agreed by the employer and the employee. The interval shall be counted as time off without deduction of pay. During such period, the employee shall not leave the premises.

## 7. Delete subclause 11A, Implementation of 38-Hour Week, and insert in lieu thereof the following:

**11A. Implementation of 38-Hour Week**

- (a) The ordinary hours of work shall be an average of 38 per week as provided in clause 11, Hours of Work, Meal Times and Rest Periods.
- (b) Except as provided in subclauses (e) and (f) of this clause, the method of implementation of the 38-hour week may be one of the following:
  - (i) By employees working less than 8 ordinary hours each day; or
  - (ii) By employees working less than 8 ordinary hours on one or more days each week; or
  - (iii) By fixing one weekday on which all employees will be off during a particular work cycle; or
  - (iv) By rostering employees off on various days of the week during a particular work cycle so that each employee has one weekday off during that cycle.
- (c) In each plant, an assessment should be made as to which method of implementation best suits the business and the proposal shall be discussed with the employees concerned.
- (d) In the absence of agreement at plant level, the matter shall be referred:
  - (i) To the Secretary of the Union or nominee, at which level a conference of the parties shall be convened without delay.
  - (ii) In the absence of agreement, either party may refer the matter to a tribunal established pursuant to the *Industrial Relations Act 1996*, for resolution.

- (e) Subject to the provisions of the said clause 11, the employer and the majority of employees in the plant or section or sections concerned may agree that the ordinary working hours are to exceed 8 on any day, thus enabling a weekday off to be taken more frequently than would otherwise apply.
- (f) Circumstances may arise where different methods of implementation of a 38-hour week apply to various groups or sections of employees in the plant or establishment concerned.

(g) Notice of Days Off

Except as provided in subclause (h) of this clause, in cases where, by virtue of the arrangement of his/her ordinary working hours, an employee, in accordance with paragraphs (b)(iii) and (b)(iv) of this clause, is entitled to a day off during his/her work cycle, such employee shall be advised by the employer at least 4 weeks in advance of the weekday he/she is to take off.

(h) Substitute Days

- (i) An employer, with the agreement of the majority of employees concerned, may substitute the day an employee is to take off in accordance with paragraphs (b)(iii) and (b)(iv) of this clause, for another day in the case of a breakdown in machinery or a failure or shortage of electric power or to meet the requirements of the business in the event of rush orders or some other emergency situation.
- (ii) An individual employee, with the agreement of their employer, may substitute the day he/she is to take off for another day.

(i) Banking of Rostered Days Off

Where implementation of the 38-hour week is agreed to in accordance with paragraphs (b)(iii) or (b)(iv) of this clause, an employer and the majority of the employees concerned may agree to a banking system of rostered days off, provided that no more than 5 days may be banked for any employee in any one period. An employee shall therefore work on what would normally have been his/her rostered day off and accrue an entitlement to bank a rostered day off to be taken at a mutually convenient time for both the employer and the employee. No penalty payments shall be made to employees working on a day which would otherwise have been a rostered day off and in no circumstances shall the employee lose his/her entitlement to the banked days or, in the event of termination only, payment in lieu thereof.

8. Delete subclauses (e), (f) and (g) of clause 12, Overtime, and insert in lieu thereof the following:

- (e) An employee recalled to work overtime after leaving his/her employer's business premises (whether notified before or after leaving the premises) shall be paid for a minimum of 3 hours' work at overtime rates for each time he/she is so recalled; provided that, except in unforeseen circumstances arising, the employee shall not be required to work the full 3 hours if the job he/she was recalled to perform is completed within a shorter period. Overtime worked in the circumstances specified in this subclause shall not be regarded as overtime for the purposes of subclauses (c) and (d) of this clause, where the actual time worked is less than 3 hours on such recall or each of such recalls.
- (f) Any employee shall have completed his/her normal daily hours before overtime payment commence for such day excepting in cases where failure to do so is due to causes outside his/her control or where time off has been with the employer's consent. Any suspected abuse of this subclause shall be referred to the Industrial Committee.
- (g)
  - (i) An employer may require any employee to work reasonable overtime at overtime rates, and such employee shall work overtime in accordance with such requirement.
  - (ii) No employee shall be compelled to work more than a reasonable amount of overtime.

9. Delete subclauses (e) and (f) of clause 13, Holidays and insert in lieu thereof the following:
- (e) In the case of an employee whose ordinary hours of work are arranged in accordance with paragraphs (b)(iii) or (b)(iv) of clause 11A, Implementation of 38 Hour-Week, the weekday to be taken off shall not coincide with a public holiday fixed in accordance with paragraphs (a)(i) and (ii) of this clause. Provided that, in the event that a public holiday is prescribed after an employee has been given notice of his/her weekday off in accordance with subclause (g) of the said clause 11A and the public holiday falls on the weekday the employee is to take off, the employer shall allow the employee to take the day off on an alternative weekday.
10. Delete subparagraph (h)(ii)(a) of clause 14, Payment of Wages, and insert in lieu thereof the following:
- (a) Paragraphs (b)(iii) and (b)(iv) of the said clause 11A provide that in implementing a 38-hour week the ordinary hours of an employee may be arranged so that the employee is entitled to a day off on a fixed day or rostered day basis during each work cycle. It is in these circumstances that the averaging system would apply.
11. Delete the words "Personal/carers" in subparagraph (h)(ii)(d) of the said clause 14 and insert in lieu thereof the following:
- personal/carer's leave
12. Delete paragraph (j)(i) of the said clause 14 and insert in lieu thereof the following:
- (i) An employee whose ordinary hours are arranged in accordance with paragraphs (b)(iii) and (b)(iv) of clause 11A, Implementation of 38-Hour Week, and who is paid wages in accordance with paragraph (h)(ii) of this clause and is absent from duty (other than on annual leave or personal/carer's leave, long service leave, public holidays, paid sick leave, workers' compensation, bereavement leave or jury service) shall, for each day so absent, lose average pay for that day calculated by dividing his/her average weekly wage rate by 5.
- An employee who is so absent from duty for part of a day shall lose average pay for each hour of absence by dividing his/her average daily pay rate by 8.
13. Delete clause 16, Personal/Carer's Leave, and insert in lieu thereof the following:

#### **16. Personal/Carer's Leave**

- (a) Use of Sick Leave
- (i) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (iii)(2) of this subclause, who 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 15, Sick Leave, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.
- (ii) The 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.
- (iii) The entitlement to use sick leave in accordance with this subclause is subject to:
- (1) the employee being responsible for the care of the person concerned; and

- (2) the person concerned being:
  - (A) a spouse of the employee; or
  - (B) a de facto spouse who, in relation to a person, is a person of the opposite sex to the first-mentioned person who lives with the first mentioned-person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
  - (C) a child or an adult child (including an adopted child, a stepchild, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
  - (D) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
  - (E) a relative of the employee who is a member of the same household, where for 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.
- (iv) 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.
- (b) Unpaid Leave for Family Purpose
  - (i) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subparagraph (a)(iii)(2) of this clause who is ill.
- (c) Annual Leave
  - (i) An employee may elect, with the consent of the employer, subject to the *Annual Holidays Act* 1944, to take annual leave not exceeding 5 days in single-day periods or part thereof, in any calendar year at a time or times agreed by the parties.
  - (ii) Access to annual leave, as prescribed in paragraph (i) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this award.
  - (iii) An employee and employer may agree to defer payment of the annual leave loading in respect of single-day absences, until at least 5 consecutive annual leave days are taken.
- (d) Time Off in Lieu of Payment for Overtime
  - (i) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.
  - (ii) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is, an hour for each hour worked.

- (iii) If, having elected to take time as leave in accordance with paragraph (i) of this subclause, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the 12-month period or on termination.
  - (iv) Where no election is made in accordance with the said paragraph (i), the employee shall be paid overtime rates in accordance with the award.
- (e) **Make-up Time**
  - (i) An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
  - (ii) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.
- (f) **Rostered Days Off**
  - (i) An employee may elect, with the consent of the employer, to take a rostered day off at any time.
  - (ii) An employee may elect, with the consent of the employer, to take rostered days off in part-day amounts.
  - (iii) An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.
  - (iv) This subclause is subject to the employer informing each union which is both party to the award and which has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.
- 14. Insert after the words "meaning of the said Act" in subparagraphs (b)(iii)(1) and (b)(iii)(2) of clause 17, Accident Pay, the following:

accident pay
- 15. Delete paragraph (g)(i) of clause 18, Annual Leave, and insert in lieu thereof the following:
  - (i) At the rate applicable to him/her as prescribed by subclauses (a), (d), (e) and (f) of clause 4, Wage Rates, and clause 29, Part-time Employment; and
- 16. Delete clause 30, Right of Entry of Union Officials, and insert in lieu thereof the following:

### **30. Right of Entry of Union Officials**

See Chapter 5, Part 7, *Industrial Relations Act 1996*.

- 17. Delete subclause (e) of clause 34, Bereavement Leave, and insert in lieu thereof the following:
  - (e) Bereavement leave may be taken in conjunction with other leave available under clause 16, Personal/Carer's Leave. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.
- 18. Delete subparagraph (a)(i)(a) of clause 37, Emergency Power Arrangements, and insert in lieu thereof the following:

- (a) if an employer requires the employee to attend for work but is not able to employ the employee usefully, the employee shall be entitled to be paid for two hours' work;

19. Delete clause 39, Redundancy, and insert in lieu thereof the following:

### **39. Redundancy**

(a) Application

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

(b) Introduction of Change

(i) Employer's Duty to Notify

- (1) Where an employer has made a definite decision to introduce major changes in production, programme, 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.
- (2) "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 this award makes provision for alteration of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.

(ii) Employer's Duty to Discuss Change

- (1) 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 (i) of this subclause, 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.
- (2) 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 (i) of this subclause.

- (3) 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.

(c) Redundancy

(i) Discussions before Terminations

- (1) Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing to be done by anyone pursuant to paragraph (b)(i) of this clause, 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.
- (2) The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provision of subparagraph (1) of this paragraph 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.
- (3) 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 termination, 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 disclosure of which would adversely affect the employer.

(d) Termination of Employment

(i) Notice for Changes in Production, Programme, Organisation or Structure

This paragraph sets out the notice provisions to be applied to terminations by the employer for reasons arising from production, programme, organisation or structure in accordance with paragraph (b)(i) of this clause.

- (1) 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

- (2) 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 2 years' continuous service, shall be entitled to an additional week's notice.
- (3) 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.

(ii) Notice for Technological Change

This paragraph sets out the notice provisions to be applied to terminations by the employer for reasons arising from technology in accordance with paragraph (b)(i) of this clause:

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

(iii) Time Off during the Notice Period

- (1) 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 5 weeks, for the purpose of seeking other employment.
- (2) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.

(iv) 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.

(v) 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.

(vi) Notice to Centrelink

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

(vii) Centrelink Employment Separation Certificate

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

(viii) Transfer to Lower Paid Duties



Where an employee is transferred to lower paid duties for reasons set out in subparagraph (b)(i)(1) of this clause, 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.

(e) Severance Pay

- (i) Where an employee is to be terminated pursuant to subclause (d) of this clause, subject to further order of the Industrial Relations Commission of New South Wales, the employer shall pay the following severance pay in respect of a continuous period of service:

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

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

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

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

"Week's 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 paid in accordance with this award

(ii) Incapacity to Pay

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

(iii) Alternative Employment

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

(f) Procedures relating to Grievances

Grievances relating to individual employees will be dealt with in accordance with clause 38, Grievance and Dispute Procedure.

20. Delete the words "18th December 1998 (308 IG 307) take effect on 25 June 2001" in the second-last paragraph of clause 40, Area, Incidence and Duration, and insert in lieu thereof the following:

The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on 16 July 2004.

P. J. SAMS *D.P.*

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Printed by the authority of the Industrial Registrar.

(1287)

**SERIAL C3390****CSR LTD TRADING AS THE READYMIX GROUP SYDNEY  
QUARRIES NO. 3 (STATE) AWARD 1998**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1636 of 2004)

Before Mr Deputy President Sams

14 July 2004

**REVIEWED AWARD**

1. Delete the Arrangement of the award published 24 May 2002 (333 I.G. 896), and insert in lieu thereof the following:

Clause No.	Subject Matter
1.	Title Of Award
2.	Arrangement
3.	Parties To The Award
4.	Relationship To Parent Award
5.	Term Of The Award
6.	No Extra Claims
7.	Review Of Award
8.	Aims And Objectives Of The Award
9.	Communication
10.	Disputes Procedure
10a.	Anti-Discrimination
11.	The First And Second Enterprise Award
12.	Business Unit
13.	Hours Of Work
14.	Electronic Funds Transfer
15.	Meal Allowances
16.	Rest Period After Overtime
17.	Redundancy
18.	Annualised Salaries
19.	Casual Employees
20.	Increased Flexibilities
21.	Team Work

**ANNEXURE - A**

2. Renumber the clauses in the body of the award to reflect the new Arrangement.
3. Delete subclause (b), of clause 3, Parties to the Award, and insert in lieu thereof the following:

(b) The organisations of employees known as:

- I. The Australian Workers' Union, New South Wales

II. New South Wales, Local Government, Clerical, Administrative, Energy, Airlines and Utilities Union.

4. Delete the third paragraph of clause 5, Term of the Award, and insert in lieu thereof the following:

The changes made to the award pursuant to the Award Review under section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 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 14 July 2004.

5. Delete the words *Occupational Health and Safety Act* 1983 appearing in subclause 9, of clause 10, Disputes Procedure, and insert in lieu hereof the following:

*Occupational Health and Safety Act* 2000

P. J. SAMS D.P.

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(612)

**SERIAL C3243****GROCERY PRODUCTS MANUFACTURING (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1650 of 2004)

Before Mr Deputy President Sams

14 July 2004

**REVIEWED AWARD**

1. Delete the Arrangement of the award published 1 June 2001 (325 I.G. 38) and insert in lieu thereof the following:

**Arrangement****PART A**

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Hours - Day Work
4.	Hours - Shift Work
5.	Procedure for Settling Disputes
6.	Shift Work Allowances
7.	Wages
8.	Undertakings
9.	State Wage Case Adjustments
10.	Meal Hours
11.	Overtime
12.	Sundays and Holidays
13.	Annual Leave
14.	Long Service Leave
15.	Sick Leave
16.	Personal/Carer's Leave
17.	Mixed Functions
18.	Manning of Mills and Factories
19.	Proportion of Juniors
20.	Conditions of Employment
21.	Time and Payment of Wages
22.	Deduction and Remittance of Union Membership Fees
23.	Bereavement Leave
24.	Dismissal
25.	First-aid
26.	Uniforms
27.	Morning Refreshment
28.	Protective Clothing
29.	Washing Times
30.	Jury Service

31. Dusty Conditions
32. Right of Entry
33. Workplace Consultation
34. Enterprise Arrangements
35. Redundancy
36. Anti-Discrimination
37. Superannuation
38. Area, Incidence and Duration

## PART B

### MONETARY RATES

Table 1 - Wages

Table 2 - Other Rates and Allowances

2. Delete the reference to clause 13, Sundays and Holidays, in subclause (f) of clause 3, Hours - Day Work, and insert in lieu thereof the following:  
  
clause 12, Sundays and Holidays
3. Delete the word "be" in paragraph (g)(i) of the said clause 3.
4. Delete the reference to clause 12, Overtime, in subclause (h) of the said clause 3 and insert in lieu thereof the following:  
  
clause 11, Overtime
5. Delete subclause (d) of clause 4, Hours - Shift Work, and insert in lieu thereof the following:  
  
(d) Termination of Shift  
  
A shift worker shall be given seven days' notice of the cessation of the shift work. If such notice is not given, the appropriate shift allowances set out in clause 6, Shift Work Allowances, shall be paid until such seven days' notice expires.
6. Delete the reference to clause 13, Sundays and Holidays, in paragraph (h)(i) of the said clause 4 and insert in lieu thereof the following:  
  
clause 12, Sundays and Holidays
7. Delete the reference to clause 13 in paragraph (h)(iii) of the said clause 4 and insert in lieu thereof the following:  
  
the said clause 12
8. Delete the reference to clause 7, Shift Work Allowances, in paragraph (i)(i) of the said clause 4 and insert in lieu thereof the following:  
  
clause 6, Shift Work Allowances,
9. Delete subclause (k) of the said clause 4 and insert in lieu thereof the following:  
  
(k) Work on a Rostered Shift Off  
  
Unless a rostered shift off is substituted for another shift off in accordance with subclauses (g) and (l) of this clause, work performed on the rostered shift off will be paid in accordance with clause 11, Overtime.

10. Delete clause 5, Procedures for In-Plant Discussions in Relation to 38-Hour Week, and renumber the following clauses to reflect the Arrangement.
11. Delete the reference to clause 21(A)(ii) in subclause (v) of clause 7, Wages, and insert in lieu thereof the following:  
  
subparagraph (A)(ii) of clause 20, Conditions of Employment
12. Delete the reference to clause 28 in subclause (b) of clause 8, Undertakings, and insert in lieu thereof the following:  
  
clause 34, Enterprise Arrangements
13. Delete the reference to subclause (b) hereof in subparagraph (c)(d)(i) of the said clause 8 and insert in lieu thereof the following:  
  
paragraph (b) of this subclause
14. Rename clause 9, Arbitrated Safety Net Adjustments, to read as follows:

#### **9. State Wage Case Adjustments**

15. Delete subclauses (iii) and (iv) of clause 10, Meal Hours, and insert in lieu thereof the following:
  - (iii) Employees shall not be required to work any part of a recognised meal break unless they so desire but, if they consent to do so, they shall be paid at the rate of time and one half in addition to the ordinary rates prescribed in Table 1 - Wages, of Part B, Monetary Rates, for the time so worked.
  - (iv) An employee required to work overtime for more than two hours after the usual ceasing time shall be paid the sum set out in Item 11 of Table 2 - Other Rates and Allowances, of the said Part B, as a meal allowance. An employee required to work six hours or more after the usual ceasing time shall be paid a further sum as set out in Item 12 of the said Table 2 for a second meal allowance.
16. Delete the word "he" in subclause (iii) of clause 12, Sundays and Holidays, and insert in lieu thereof the following:  
  
he/she
17. Delete the word "his" in subclause (iv) of the said clause 12 and insert in lieu thereof the following:  
  
the employee's
18. Delete the reference to Table 1 of Part B in clause 13, Annual Leave, and insert in lieu thereof the following:

#### **Table 1 - Wages, of Part B, Monetary Rates**

19. Delete subclause (ii) of the said clause 13 and insert in lieu thereof the following:
  - (ii) Shift Worker - An employee who would have worked on shift work had the employee not been on annual leave - a loading of 17.5 per cent. Provided that, where the employee would have received shift allowances prescribed by this award had the employee not been on leave during the relevant period and such allowances would have entitled the employee to a greater amount than the loading of 17.5 per cent, then the shift allowance shall be added to the rate of wage prescribed by clause 7, Wages, in lieu of the 17.5 per cent loading. Provided further that, if the shift allowances would have entitled the employee to a lesser amount than the loading of 17.5

per cent, then such loading of 17.5 per cent shall be added to the rate of wage prescribed by the said clause 7, in lieu of the shift allowances.

20. Delete the reference to clause 16, Sick Leave, in paragraph (1)(a) of clause 16, Personal/Carer's Leave, and insert in lieu thereof the following:

clause 15, Sick Leave

21. Delete the reference to clause 8, Wages, in clause 19, Proportion of Juniors, and insert in lieu thereof the following:

clause 7, Wages

22. Delete the word "his" in paragraph (B)(i) of clause 20, Conditions of Employment, and insert in lieu thereof the following:

his/her

23. Delete the reference to clause 16, Sick Leave, in paragraph (C)(ii) of the said clause 20 and insert in lieu thereof the following:

clause 15, Sick Leave

24. Delete the reference to clause 17, Personal/Carer's Leave, in subclause (c) of clause 23, Bereavement Leave, and insert in lieu thereof the following:

clause 16, Personal/Carer's Leave

25. Delete reference to clause 17 in subclause (e) of the said clause 23 and insert in lieu thereof the following:

clause 16

26. Delete the word "him" in subclause (iii) of clause 26, Uniforms, and insert in lieu thereof the following:

the employee

27. Delete the reference to Table 2 in clause 31, Dusty Conditions, and insert in lieu thereof the following:

Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.

28. Delete the reference to clause 9, Undertakings, in subclause (iv) of clause 33, Workplace Consultation, and insert in lieu thereof the following:

clause 8, Undertakings

29. Delete clause 34, Enterprise Arrangements, and insert in lieu thereof the following:

### **34. Enterprise Arrangements**

See the enterprise arrangement principle of the Wage Fixing Principles of the State Wage Case.

30. Delete clause 38, Area, Incidence and Duration, and insert in lieu thereof the following:

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



- (a) This award shall apply to all persons engaged or employed within the jurisdiction of the Starch and Condiment Makers, &c. (State) Industrial Committee.
  - (b) This award is made following a review under section 19 of the *Industrial Relations Act* 1996 and rescinds and replaces the Grocery Products Manufacturing (State) Award published 23 April 1999 (309 I.G. 42).
  - (c) The award published 23 April 1999 took effect from the beginning of the first pay period to commence on or after 5 March 1998.
  - (d) The changes made to the award pursuant to the Award Review under section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on 14 July 2004.
  - (e) This award remains in force until varied or rescinded, the period for which it was made having already expired.
31. Delete Schedule A, Awards and Variations Incorporated, and Schedule B, Changes Made on Review.
32. Delete the column entitled "Clause No." in Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, and insert in lieu thereof the following:

Clause No.
6(i)
6(ii)
6(iii)
6(iv)
6(v)
6(vi)
7(iii)
7(iv)(a)
7(iv)(b)
7(iv)(c)
10(iv)
10(iv)
31
4(e)(i)

P. J. SAMS D.P.

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SERIAL C3237

**CONFECTIONERS (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1653 of 2004)

Before Mr Deputy President Sams

14 July 2004

**REVIEWED AWARD**

1. Delete the reference to clause 5, Part-time Employees, in subclause (e) of clause 1, Definitions, of the award published 23 November 2001 (329 I.G. 926) and insert in lieu thereof the following:  
  
clause 5, Part-time and Casual Employees
2. Delete the reference to clause 5, Casual Employees, in subclause (f) of the said clause 1 and insert in lieu thereof the following:  
  
clause 5, Part-time and Casual Employees
3. Delete the last sentence of subclause (a) of clause 3, Contract of Employment, and insert in lieu thereof the following:  
  
Notice shall not be continued from week to week; provided that employment shall be terminated by one hour's notice on either side, to be given at any time during the first four weeks of employment.
4. Delete subclause (b) of clause 4, Utilisation of Skills, and insert in lieu thereof the following:  
  
(b) An employee may at any time be directed by an employer to carry out such duties and use such tools and equipment, provided that the employee has been properly trained in the use of such tools and equipment.
5. Insert after subclause (b) of clause 5, Part-time and Casual Employees, the following notation:  
  
Notation: The *Annual Holidays Act* 1944 provides that casual employees under this award are entitled to receive an additional amount equal to one twelfth of their ordinary-time earnings in lieu of annual leave.
6. Delete subclause (e) of clause 8, Overtime and Sunday Work, and insert in lieu thereof the following:  
  
(e) Where an establishment works a short working day during the week, employees may work overtime up to 6.00 p.m. without 24 hours' notice and without payment of tea money.
7. Delete subclause (f) of clause 10, Wages.
8. Delete subclause (e) of clause 15, Holidays, and renumber the following subclauses accordingly.
9. Delete subclause (d) of clause 19, Sick Leave, and insert in lieu thereof the following:  
  
(d) If the full period of sick leave is not taken in any year, the whole or any untaken portion shall be cumulative from year to year; provided that an employee's entitlement shall be calculated on the basis

of 38 hours in the first year of employment and 60.8 hours in the second and subsequent years of employment.

10. Delete paragraph (i) of subclause (a) of clause 20, Personal/Carer's Leave, and insert in lieu thereof the following:

- (i) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (B) of paragraph (iii) of this subclause, who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for in clause 19, Sick Leave, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.

11. Delete the reference to section 60 of the *Factories, Shops and Industries Act 1962* in clause 26, First-aid, and insert in lieu thereof the following:

the *Occupational Health and Safety Act 2000*, the *Occupational Health and Safety Regulation 2001* and WorkCover's First Aid in the Workplace Guide 2001

12. Delete clause 27, Amenities, and insert in lieu thereof the following:

### **27. Amenities**

See the *Occupational Health and Safety Act 2000*, the *Occupational Health and Safety Regulation 2001* and WorkCover's Workplace Amenities Code of Practice 2001

13. Delete clause 34, Area, Incidence and Duration, and insert in lieu thereof the following:

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

This award rescinds and replaces the following awards:

Confectioners (State Wage Case 1996) (State) Award published 22 November 1996 (295 I.G. 1012) and all variations thereof.

Confectioners Family Leave Provisions (State) Award published 17 November 1995 (289 I.G. 593) and all variations thereof.

Confectioners Remuneration (State) Award published 30 June 1995 (286 I.G. 455) and all variations thereof.

This award replaces the Confectioners (State) Award published 10 February 1995 (283 I.G. 960) as varied.

This award shall apply to confectioners, assistants and other employees engaged in the manufacture of confectionery, chocolate, cocoa, licorice, chewing gum or sweetmeat to the finished article, whether by hand or machine, in the State, excluding the County of Yancowinna, within the industries and callings of this award.

The changes made to the award pursuant to the Award Review under section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 14 July 2004.

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

14. Delete the words "Confectioners (State) Industrial Committee" following Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.

P. J. SAMS *D.P.*

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**SERIAL C3238****DRAUGHTSMEN, PLANNERS, TECHNICAL OFFICERS, &c. (STATE)  
AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1654 of 2004)

Before Mr Deputy President Sams

27 July 2004

**REVIEWED AWARD**

1. Delete the title of the award published 21 September 2001 (327 I.G. 1058), and insert in lieu thereof the following:

**DRAUGHTING EMPLOYEES, PLANNERS, TECHNICAL  
EMPLOYEES, &c. (STATE) AWARD**

2. Delete clause 1.1, Award Title, and insert in lieu thereof the following:

**1.1 Award Title**

This award is entitled the Draughting Employees, Planners, Technical Employees, &c. (State) Award.

3. Delete the words "Metal, Engineering and Associated Industries, 1998 Part IV - Professional Scientists." appearing in paragraph 1.4.2(e), of subclause 1.4.2, of clause 1.4, Definitions, and insert in lieu thereof the following:

Metal Engineering and Associated Industries (Professional Engineers and Scientists) Award 1998

4. Delete subclause 1.5.1, of clause 1.5, Application of Award, and insert in lieu thereof the following:

**1.5.1 Draughting Employees and Tracers**

- (a) This award applies to -
  - (i) persons employed primarily as draughting employees and who are occupied for the substantial part of the time as draughting employees;
  - (ii) Persons employed for the substantial part of their time as tracers;
- (b) This award does not apply to -
  - (i) articulated students in architecture or surveying and student engineers employed by professional consulting engineers;
  - (ii) persons who, for a term not exceeding two years, are employed in a drawing office as part of a course of training in a profession other than draughting or for an executive or administrative appointment;
  - (iii) persons employed within the County of Yancowinna.

5. Delete the first paragraph of clause 1.6, Area, Incidence and Duration, and insert in lieu thereof the following new paragraphs:

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 27 July 2004

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

6. Delete paragraph 2.2.2(b) of subclause 2.2.2, of clause 2.2, Facilitative Provisions, and insert in lieu thereof the following:

(b) The agreement reached must be recorded in the time and wage record kept by the employer in accordance with Division 2 of Part 4 of the Industrial Relations (General) Regulation 1996.

7. Delete the words *Occupational Health and Safety Act* 1983 appearing in subclause 3.2.3, of clause 3.2, Dispute Resolution Procedure, and insert in lieu thereof the following:

*Occupational Health and Safety Act* 2000

8. Delete paragraph 4.2.6 (b), of subclause 4.2.6, of clause 4.2, Employment Categories, and insert in lieu thereof the following:

(b) Apprenticeship Authority shall mean the Commissioner of Vocational Training appointed under the *Apprenticeship and Traineeship Act* 2001, the Vocational Training Tribunal constituted under the Act or the Industrial Relation Commission established by the *Industrial Relations Act* 1996.

9. Delete clause 4.8, Pay Slips and Employer Records and insert in lieu thereof the following:

#### **4.8 Pay Slips and Employer Records**

##### **4.8.1 Pay Slips**

Section 123 of the *Industrial Relations Act* 1996 (NSW) ('the Act') requires that when an employer pays remuneration to an employee, the employer must supply the employee with written particulars regarding the payment. The section enables an employer, with the approval of the Industrial Registrar, to make different arrangements for the supply of information about remuneration.

NOTE:

The written particulars required by the Act, as set out in clause 7 of the *Industrial Relations (General) Regulation* 2001, are subject to change from time to time and are repeated here for convenience only.

Clause 7 Particulars of remuneration to be supplied to employees

- (1) For the purposes of section 123 of the Act, the following written particulars are to be supplied by the employer to an employee when remuneration is paid to the employee:

- (a) the name and Australian Business Number  
(b) the name of the employee,

- (c) if the remuneration of the employee is set by an industrial instrument the classification of the employee under that instrument,
- (d) the date on which the payment was made,
- (e) the period of employment to which the payment relates,
- (f) the gross amount of remuneration (including overtime and other payments),
- (g) the amount paid as overtime or such information as will enable the employee to calculate the amount paid as overtime,
- (h) the amount deducted for taxation purposes,
- (i) the amount deducted as employee contributions for superannuation purposes,
- (j) the particulars of all other deductions,
- (k) the net amount paid.

#### 4.8.2 Employer Records

Section 129 of the *Industrial Relations Act* 1996 (NSW) ('the Act') requires that an employer must ensure that certain records are kept in relation to employees of the employer.

NOTE:

The records required by the Act, as set out in Division 2 - Employers' records, of Part 4 of the *Industrial Relations (General) Regulation* 2001, are subject to change from time to time and are summarised here for convenience only.

#### Clause 9 Content of records - General

The prescribed records relating to an employee must contain the following particulars:

- (a) the full name of the employer,
- (b) the Australian Business Number of the employer
- (c) the full name of the employee,
- (d) if any conditions of employment of the employee are set by an industrial instrument the classification of the employee under that instrument,
- (e) whether the employee is employed full-time or part-time,
- (f) whether the employee is employed on a permanent, temporary or casual basis,
- (g) if the employee is an apprentice or trainee within the meaning of the *Industrial and Commercial Training Act* 1989 the date the person became such an apprentice or trainee,
- (h) the date on which the employee was first employed with the employer,
- (i) if the employee's employment is terminated the date of termination.

#### Clause 10 Content of records - Remuneration And Hours Worked

10(1) (Particulars re remuneration) The prescribed records relating to an employee must contain the following particulars concerning the remuneration paid and hours worked by the employee:

- (a) if the relevant industrial instrument prescribes the number of hours to be worked per week, day or other period the number of hours worked by the employee during each such period,
- (b) if the relevant industrial instrument limits the daily hours of work and provides for the payment of daily overtime the number of hours worked by the employee during each day and the times of starting and ceasing work,
- (c) if the relevant industrial instrument prescribes a weekly, daily, hourly or other period rate of remuneration the rate of remuneration per week, day, hour or other period at which the employee is paid,
- (d) if the relevant industrial instrument prescribes piece-work the number and description of pieces made by the employee and the rate per piece at which the employee is paid,
- (e) the gross amount of remuneration paid to the employee, showing the deductions made from that remuneration,
- (f) such other particulars as are necessary to show that the requirements of the relevant industrial instrument relating to remuneration paid and hours worked are being complied with.

10(2) (Remuneration defined) In this clause, *remuneration* includes overtime and other payments.

#### Clause 11 Content of records - Leave

The prescribed records relating to an employee must contain the following particulars about leave of any kind to which the employee is entitled under the industrial relations legislation or an industrial instrument:

- (a) the leave taken by the employee,
- (b) the employee's entitlement from time to time to that leave,
- (c) accrual of leave.

#### Clause 12 Content of records - Superannuation Contributions

12(1) (Particulars re superannuation) The prescribed records relating to an employee must contain the following particulars about any superannuation contributions that the employer must make for the benefit of the employee under an industrial instrument:

- (a) the amount of the contributions made,
- (b) the period over which the contributions are made,
- (c) when the contributions are made,
- (d) the name of the fund or funds to which the contributions were made,
- (e) the basis on which the employer became liable to make the contributions (including particulars of any relevant election by the employee).

12(2) (Certain particulars not required) The particulars referred to in subclause (1)(a) (c) are not required in the case of contributions to a defined benefit superannuation fund within the meaning of the *Occupational Superannuation Standards Regulations* of the Commonwealth.

#### Clause 13 Manner and form of keeping records



13(1) (Prescribed records in English) The prescribed records must be:

- (a) in legible form in the English language, or
- (b) in computerised or other form that is readily accessible and is convertible into a legible form in the English language.

13(2) (Enabling inspection) For the purposes of enabling an inspector or other person to exercise any power conferred by the Act to inspect any records kept in the form referred to in subclause (1)(b), the relevant part of the records are to be converted into legible form in the English language.”

Clause 14 Transfer of records to successor employers

14(1) This clause applies to the transfer of records kept by an employer (the former employer) relating to a transferred employee (as defined in section 101 of the Act) to the successor of the employer (the new employer).

14(2) The former employer must transfer to the new employer all prescribed records relating to the transferred employee that, at the date of transfer, the former employer is required to keep under section 129 of the Act.

14(3) The new employer is to keep those transferred records as if they had been made by the new employer at the time they were made by the former employer.

14(4) The former employer is required to keep a copy of the transferred records for a period of at least 6 years after those records were made.

14(5) The new employer is not required to make records of anything occurring in the course of the transferred employee's employment with the former employer.

10. Delete the reference "Clause 5.7" appearing in paragraph 5.1.1(b), of subclause 5.1.1, of clause 5.1, Classification and Rates of Pay, and insert in lieu thereof the following:

Clause 5.6

11. Delete the reference "subclause (1)" appearing in subclause 7.4.2, of clause 7.4, Personal/Carers Leave, and insert in lieu thereof the following:

7.4.1

P. J. SAMS *D.P.*

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(1264)

**SERIAL C3264****AGED CARE INDUSTRY BROKEN HILL AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 3859 of 2004)

Before Mr Deputy President Sams

26 July 2004

**REVIEWED AWARD**

1. Delete clause 1, Arrangement, of the award published 20 July 2001 (326 I.G. 255) an insert in lieu thereof the following:

**1. Arrangement**

Clause No.	Subject Matter
32.	Accommodation and Amenities
11.	Allowances for Special Working Conditions
30.	Anti-Discrimination
13.	Annual Leave
14.	Annual Leave Loading
36.	Area, Incidence and Duration
1.	Arrangement
24.	Attendance at Meetings and Fire Drills
19.	Compassionate Leave
2.	Definitions
27.	Emergency Telephone Calls
23.	Grievance and Dispute Resolution Procedures
21.	Higher Duties
5.	Hours of Work
25.	Labour Flexibility and Mixed Functions
35.	Leave Reserved
15.	Long Service Leave
8.	Meals & Tea Breaks
37.	No Extra Claims Commitment
31.	Notice Board
9.	Overtime
18.	Parental Leave
4.	Payment and Particulars of Wages
10.	Penalty Rates and Shift Allowances
17.	Personal/Carers' Leave
6.	Probationary Employees
26.	Promotions and Appointments
12.	Public Holidays
34.	Reasonable Hours
29.	Redundancy
7.	Roster of Hours
33.	Salary Packaging
16.	Sick Leave

- 20. Superannuation
- 28. Termination of Employment
- 22. Uniforms and Protective Clothing
- 3. Wages

## PART B

### MONETARY RATES

Table 1 - Wages  
Table 2 - Allowances

2. Renumber clause 33, Leave Reserved to read as clause 35, and insert in lieu thereof the following:

### 33. Salary Packaging

- (i) Where agreed between the employer and a full-time or part-time employee, an employer may offer salary packaging in respect of salary. Neither the employer nor the employee may be compelled to enter into a salary packaging agreement.
- (ii) Salary packaging shall mean that the employee will have part of their salary packaged into a fringe benefit which does not constitute a direct payment to the employee but is payable to a bona fide third party.
- (iii) The terms and conditions of such a package shall not, when viewed objectively, be less favourable than the entitlements otherwise available under this award and shall be subject to the following provisions:
  - (a) the employer shall ensure that the structure of any agreed remuneration package complies with taxation and other relevant legislation;
  - (b) where there is an agreement to salary package, the agreement shall be in writing and made available to the employee;
  - (c) the employee shall have access to details of the payments and transactions made on their behalf. Where such details are maintained electronically, the employee shall be provided with a printout of the relevant information;
  - (d) the employer has the right to vary or withdraw from a salary packaging agreement and or withdraw from offering salary packaging in the event of changes to the operation of legislation that are detrimental to, or increase the costs of, salary packaging arrangements;
  - (e) prior to entering into any salary packaging agreements, the employee will be given the opportunity by the employer to seek independent advice in respect of salary package arrangements including advice from the union;
  - (f) in the event that the employer withdraws from a salary packaging agreement, the individual employee's salary will revert to whichever is the higher of:
    - (i) the ordinary time rate of pay that applied to the employee prior to the commencement of the salary packaging agreement; or
    - (ii) the applicable rate specified in Table 1, Rates of Pay of this Award.
  - (g) notwithstanding any of the above arrangements, the employer or employee may cancel any salary packaging agreements by the giving of one month's notice of cancellation to the other party;

- (h) Superannuation Guarantee Contributions will be calculated with reference to the ordinary time rate of pay the employee would have been entitled to receive but for the salary packaging arrangement;
  - (i) any allowance, penalty rates, overtime, payment for unused leave entitlements shall be calculated by reference to the ordinary time rate of pay which would have applied to the employee but for the salary packaging arrangements;
  - (j) unless there is agreement between the employer and the employee to the contrary, all salary packaging arrangements shall cease during any period of leave without pay, including periods of unpaid sick leave.
3. Renumber clause 34, Area, Incidence and Duration to read as clause 36, and insert in lieu thereof the following:

#### **34. Reasonable Hours**

- (i) Subject to sub-clause (ii) an employer may require an employee to work reasonable overtime at overtime rates.
  - (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 sub-clause (ii) what is reasonable or other wise 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 intentions to refuse it; and
    - (e) any other relevant matter.
4. Delete subclauses (a) and (c), of clause 34, Area, Incidence and Duration, and insert in lieu thereof the following:
- (a) This consent award is between the Aged & Community Services Association of NSW & ACT Inc. and Broken Hill Town Employees' Union.
  - (c) This award is made following a review under section 19 of the *Industrial Relations Act* 1996. This Award rescinds and replaces the Aged Care Industry Broken Hill Award published 14 November 1997 (302 IG. 191) as varied.
    - (i) 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 8 August 2004.
    - (ii) This award remains in force until varied or rescinded, the period for which it was made having already expired.

5. Renumber clause 35, No Extra Claims Commitment to read as clause 37.

P. J. SAMS *D.P.*

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(482)

SERIAL C3246

**MISCELLANEOUS WORKERS' - KINDERGARTENS AND CHILD  
CARE CENTRES, &c. (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1808 of 2004)

Before The Honourable Mr Deputy President Harrison

28 July 2004

**REVIEWED AWARD**

1. Delete the notation following subclause (iv) of clause 3, Definitions, of the award published 22 June 2001 (325 I.G. 652) and insert in lieu thereof the following:

Notation: Employees engaged pursuant to subparagraphs (4) and (5) above shall not be engaged in such a way that would displace existing employees or future permanent employees.

2. Delete subclause (vii) of clause 5, Hours, and insert in lieu thereof the following:

- (vii) Employee performing duties during meal break. If an employee is required to perform duties during an unpaid meal break, the employee shall be paid at time and one half for the time worked with a minimum payment as for 15 minutes work. Where the employee works more than 15 minutes, the payment shall be as for 30 minutes.

3. Delete paragraph (a) of subclause 6D of clause 6, Implementation of 38-Hour Week, and insert in lieu thereof the following:

- (a) A part-time employee as defined in subclause (ii) of clause 3, Definitions, who is regularly rostered to work ordinary hours over five days per week, shall accrue an entitlement to rostered days off in the same ratio of weeks worked to accrued days as set out in subclause (vi) of this clause. A part-time employee may choose to be paid the appropriate higher hourly rate (that is, a rate based on a 38-hour divisor, as set out in subclause (ii) of clause 7, Rostered Days Off Duty) in lieu of accruing an entitlement to rostered days off subject to mutual agreement between employer and employee. A notation of such agreement shall be kept in the Time and Wages Records.

Provided that, in respect of part time employees engaged on or after 28 August 2000, the employer may require that such employee be paid the higher rate in lieu of the rostered day off.

4. Delete paragraph (c) of the said subclause 6D and insert in lieu thereof the following:

- (c) A part-time employee as defined in subclause (ii) of clause 3, Definitions, who works less than five days per week, shall be paid for all hours worked (on the basis of a 38-hour divisor) subject to subclause (iv) of clause 9, Wages, in lieu of an entitlement to rostered days off subject to mutual agreement between the employer and the employee/s.

5. Delete subclause 6E of the said clause 6 and insert in lieu thereof the following:

- 6E Casual Employees - A casual employee as defined in subclause (iii) of clause 3, Definitions, shall be paid for all hours worked subject to subclause (v) of clause 9, Wages, in lieu of an entitlement to accrued days off prescribed by this clause.
6. Delete paragraph (a) of subclause (i) of clause 7, Rostered Days Off Duty, and insert in lieu thereof the following:
- (a) Notice - Except as provided in paragraph (b) of this subclause, an employee shall be advised by the employer at least four weeks in advance of the day or days he or she is to be rostered off duty.
7. Delete paragraph (a) of subclause (iv) of clause 9, Wages, and insert in lieu thereof the following:
- (a) Rates - For each hour worked during ordinary time, employees shall be paid the hourly equivalent of the minimum weekly wage prescribed by this award for the class of work performed by them.
8. Delete reference to clause 32, Exemptions, in clause 17, Sick Leave, and insert in lieu thereof the following:

clause 34, Exemptions

9. Delete clause 21, Long Service Leave, and insert in lieu thereof the following:

## **21. Long Service Leave**

See *Long Service Leave Act 1955*.

10. Delete subclause (xvi) of clause 27, Redundancy, and insert in lieu thereof the following:
- (xvi) Procedures Relating to Grievances - Grievances relating to individual employees will be dealt with in accordance with clause 33, Dispute Settling Procedure, of this award.
11. Delete subclause (1) of clause 32, Anti-Discrimination, and insert in lieu thereof the following:
- (1) It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
12. Delete the third paragraph of clause 35, Area, Incidence and Duration, and insert in lieu thereof the following:

The changes made to the award pursuant to the Award Review under section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (308 I.G. 307) take effect on 28 July 2004.

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

## **PART B**

### **MONETARY RATES**

**Table 1 - Wages**

Classification	Weekly Rate \$
----------------	-------------------

Support Worker	493.40
Support Worker (Qualified Cook)	507.00

Child Care Worker -	
Step 1	488.80
Step 2	493.40
Step 3	497.80
Step 4	502.40
Advance Child Care Worker	
Step 1	513.30
Step 2	525.30
Step 3	536.20
Advanced Child Care Worker Qualified	
Step 1	577.50
Step 2	586.60
Step 3	595.80
Co-ordinator - Unqualified Small	
Step 1	532.50
Step 2	546.50
Step 3	557.40
Co-ordinator - Unqualified Large	
Step 1	544.10
Step 2	556.00
Step 3	567.00
Co-ordinator - Qualified Small	
Step 1	604.30
Step 2	613.40
Step 3	622.60
Co-ordinator - Qualified Large	
Step 1	623.40
Step 2	632.50
Step 3	639.70

**Table 2 - Additional Rates And Allowances**

Item No.	Clause No.	Brief Description	Amount \$
1	10(ii)(a)	Broken Shift	49.85 per week 9.95 per day
2	10(ii)(b)	Excess Fares	6.80 per week
3	10(iii)	Uniform: Laundry Allowance	3.95 per week
4	10(iv)	Cooks Uniforms: Laundry Allowances	6.20 per week
5	10(vi)(a)	Qualification Allowance Commercial Cookery Basic Certificate	4.95 per week
6	10(vi)(b)	Hotel and Restaurant Cookery Certificate	10.50 per week
7	12(iv)	Meal Money	5.55 per meal
8	10(ix)	Authorised Supervisor	14.55 per week

R. W. HARRISON *D.P.*



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(1685)

**SERIAL C3144**

## **UNIVERSITY UNIONS (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Australian Liquor, Hospitality and Miscellaneous Workers Union, New South Wales Branch, industrial organisation of employees.

(No. IRC 3292 of 2004)

Before Commissioner Macdonald

1 July 2004

### **VARIATION**

1. Delete paragraph 10.1.2 of subclause 10.1 of clause 10, Wages, of the award published 22 August 2003 (341 I.G. 100) and insert in lieu thereof the following:

10.1.2 The rates of pay in this award include the adjustments payable under the State Wage Case 2004. These adjustments may be offset against:

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

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

### **PART B**

#### **MONETARY RATES**

**Table 1 - Wage Rates**

Level	From the first pay period on or after 4 September 2004 Per Week \$
1	474.30
2	491.30
3(a)	516.90
3(b)	525.80
4	535.60
5	570.00
6	610.60
7	631.90

**Table 2 - Other Rates And Allowances**

Item. No.	Clause No.	Brief Description	Amount\$
1	9.1	Meal Allowance	10.10
2	15.2	Apprentices Tool Allowance	0.59 per week
3	25.1	Laundry Allowance - Special clothing requiring ironing Special clothing not requiring ironing	2.85 per day to a maximum of 8.50 per week 1.70 per day to a maximum of 5.10 per week
4	26.1	First-aid Allowance	8.90 per week 1.78 per shift

3. Delete Appendix A - Training Wage Rates and insert in lieu thereof the following:

## APPENDIX A

### Training Wage Rates

**Table 1 - Monetary Rates - Skill Level A**

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level A.

	Highest Year of Schooling Completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School leaver	215.00	235.00	284.00
Plus 1 year out of school	235.00	284.00	330.00
Plus 2 years	284.00	330.00	384.00
Plus 3 years	330.00	384.00	439.00
Plus 4 years	384.00	439.00	
Plus 5 years or more	439.00		

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

**Table 2 - Monetary Rates - Skill Level B**

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level B.

	Highest Year of Schooling Completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School leaver	215.00	235.00	274.00
Plus 1 year out of school	235.00	274.00	315.00
Plus 2 years	274.00	315.00	370.00
Plus 3 years	315.00	370.00	421.00
Plus 4 years	370.00	421.00	
Plus 5 years or more	421.00		

The average proportion of time spent in structured training which has been taken into account in setting the rate is 20 per cent.

**Table 3 - Monetary Rates - Skill Level C**

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level C.

	Highest Year of Schooling Completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School leaver	215.00	235.00	268.00
Plus 1 year out of school	235.00	268.00	301.00
Plus 2 years	268.00	301.00	337.00
Plus 3 years	301.00	337.00	376.00
Plus 4 years	337.00	376.00	
Plus 5 years or more	376.00		

The average proportion of time spent in structured training which has been taken into account in setting the above rate is 20 per cent.

**Table 4 - School-based Traineeships**

	Year of Schooling	
	Year 11 \$	Year 12 \$
School-based traineeships Skill Levels A, B and C	215.00	235.00

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

**Table 5 - Hourly Rates For Trainees Who Have Left School**

	Year 10 \$	Year 11 \$	Year 12 \$
Wage Level A -			
School leaver	7.07	7.73	9.34
Plus 1 year after leaving school	7.73	9.34	10.86
Plus 2 years	9.34	10.86	12.63
Plus 3 years	10.86	12.63	14.44
Plus 4 years	12.63	14.44	
Plus 5 years or more	14.44		
Wage Level B -			
School leaver	7.07	7.73	9.01
Plus 1 year after leaving school	7.73	9.01	10.36
Plus 2 years	9.01	10.36	12.17
Plus 3 years	10.36	12.17	13.85
Plus 4 years	12.17	13.85	
Plus 5 years or more	13.85		
Wage Level C -			
School leaver	7.07	7.73	8.82
Plus 1 year after leaving school	7.73	8.82	9.90
Plus 2 years	8.82	9.90	11.09

Plus 3 years	9.90	11.09	12.37
Plus 4 years	11.09	12.37	
Plus 5 years or more	12.37		

**Table 6 - Hourly Rates for School-Based Traineeships**

	Year of Schooling	
	Year 11	Year 12
	\$	\$
Wage Levels A, B and C	7.07	7.73

4. This variation shall take effect from the first full pay period to commence on or after 4 September 2004 and remain in force for a period of 12 months.

A. W. MACDONALD, Commissioner.

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(1293)

**SERIAL C3448**

## **MIRROR AND TELEGRAPH PUBLICATIONS CLERICAL AWARD 2000**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Local Government, Clerical, Administrative, Energy, Airlines and Utilities Union, industrial organisation of employees.

(No. IRC 4043 of 2004)

Before Commissioner Murphy

27 July 2004

### **VARIATION**

1. Delete clause 5, Rates of Pay - Permanent Employees, of the award published 6 October 2000 (319 I.G. 173), and insert in lieu thereof the following:

#### **5. Rates of Pay - Permanent Employees**

- (i) Adult Rates

Grade	Pre SWC 2004 \$	SWC 2004 \$	2 August 2004 Weekly Rate \$
Grade 1	564.50	19.00	583.50
Grade 2	601.30	19.00	620.30
Grade 3	656.90	19.00	675.90
Grade 4	683.70	19.00	702.70
Grade 5	737.10	19.00	756.10

- (ii) The rates of pay in this award include the adjustments payable under the State Wage Case 2004. These adjustments may be offset against:-

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

2. Delete subclauses (i) and (ii) of clause 10, Night and Afternoon Work, and insert in lieu thereof the following:

- (i) Employees required to work at night shall, in addition to their ordinary rates of pay be paid \$95.00 per week or \$19.05 per shift. For the purposes of this clause "Night Work" shall mean any shift more than one-half of which is performed between the hours of 6.00 pm and 6.00 am daily.
- (ii) Employees required to commence work prior to 8.00 am shall be paid \$48.00 per week or \$9.65 per shift and employees required to cease work after 6.00 pm shall be paid \$82.00 per week or \$16.35 per shift in addition to their ordinary rates of pay. This subclause shall not apply to employees entitled to payments pursuant to subclause (i) of this clause.

3. Delete subclause (i) of clause 15, Meal Allowance, and insert in lieu thereof the following:
  - (i) An employee required to work one hour overtime or longer shall be paid \$11.20 meal money in addition to overtime pay; provided that where overtime worked continues for more than 4 hours, an employee shall receive a further meal allowance of \$11.20.
4. This variation shall take effect from the first full pay period to commence on or after 2 August 2004.

J. P. MURPHY, Commissioner.

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(1292)

**SERIAL C3112****KU CHILDREN'S SERVICES (OTHER THAN TEACHERS) STATE  
CONSENT AWARD 2000**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by KU Children's Services

(No. IRC 4971 of 2004)

Before Commissioner Macdonald

24 August 2004

**VARIATION**

1. Delete clause 6, Annual Leave and Annual Leave Loading, of clause 1, Arrangement of the award published 4 May 2001 (324 I.G. 615) and insert in lieu thereof the following:

**6. Leave Conditions**

2. Delete subclause (i), of clause 4, Contract of Employment and insert in lieu thereof the following:

- (i) Except for the first three months of employment, the employment of a weekly employee may be terminated by seven working days' notice given by either party or by the payment or forfeiture, as the case may be, of seven days' wages in lieu of such notice. This shall not affect the right of the employer to dismiss any employee without notice for misconduct and in such cases wages shall be paid up to the time of dismissal only.

During the first three months of employment, the employment may be terminated by a day's notice, given by either party, or by the payment or forfeiture, as the case may be, of one day's wages in lieu of such notice.

An employee dismissed before the expiration of such three months shall be considered a casual employee and shall be paid the rates prescribed for a casual employee in clause 12, Casual Employees.

3. Delete clause 6, Annual Leave and Annual Leave Loading, and insert in lieu thereof the following:

**6. Leave Conditions**

- (i) Annual Leave:

Annual leave shall be taken during the Christmas close-down period. An employee shall receive the ordinary rate of pay for their classification for 52 weeks each year, except for any period of annual leave where an employee's annual leave credit is less than four weeks.

All staff will be paid their annual leave in accordance with the usual fortnightly pay periods unless the employee requests to be paid in advance.

Annual leave loading shall be paid on the employee's anniversary date.

- (ii) Maternity, Adoption Leave

- (a) An employee who takes unpaid maternity/adoption leave under the provisions of the *Industrial Relations Act 1996* must be paid under this clause.
- (b) The maternity/adoption allowance in this clause shall be the equivalent if the employee has completed:

1 to 2 years of service	2 weeks
2 to 3 years of service	4 weeks
3 or more years of service	6 weeks

- (c) The employee must be paid at the rate the employee was paid at the time of commencing leave including allowances.
- (d) The employee must be paid:
- (i) at the usual times and intervals that other employees are paid by KU Children's Services, or
  - (ii) if the employee asks two weeks in advance and KU Children's Services agrees, in a lump sum.
- (e) The employer must pay the first or lump sum payments at the pay period commencing closest to;
- (i) six weeks before the anticipated date of birth or adoption; or
  - (ii) if birth occurs before the time referred to in (i), the date of the birth; or
  - (iii) if the employee has not commenced maternity/ adoption leave at the time referred to in (i), when the employee commences leave.
- (f) If a employee's pregnancy is terminated other than by the birth of a living child:
- (i) more than 20 weeks before the anticipated date of birth the employee is not entitled to the payment;
  - (ii) less than 20 weeks before the anticipated date of birth the employee is entitled to the payment while he/she remains on leave.
- (g) The period of maternity/ adoption leave will not count as a period of service under this award or any statute.
- (h) Except as varied by this provision, Part 4 of Chapter 2 of the *Industrial Relations Act 1996* shall apply.

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



**PART B**  
**MONETARY RATES**

**Table 1 - Wages**

**KU Children's Services - Proposed Salaries**

	Pre-School		Long Day Care		AMEP	
	Current \$	19.00 Per Week \$	Current \$	19.00 Per Week \$	Current \$	19.00 Per Week \$
CCW						
1	495.70	514.70	513.50	532.50	504.60	523.60
2	500.00	519.00	518.00	537.00	509.00	543.90
3	504.70	523.70	522.80	541.80	513.80	532.80
ACCW						
1	515.60	534.60	534.20	553.20	524.90	533.90
2	527.70	546.70	548.80	567.80	537.20	556.20
3	540.60	559.60	560.20	579.20	550.40	569.40
ACCWQ						
1	590.10	609.10	611.20	630.20	600.70	619.70
2	599.30	618.30	620.70	639.70	610.00	629.00
3	608.50	627.50	630.40	649.40	619.40	638.40
Coord Q/S						
1	617.10	636.10	639.20	658.20	628.20	647.20
2	626.20	645.20	650.80	669.80	637.50	656.50
3	635.50	654.50	660.40	679.40	648.90	667.90
Coord Q/L						
1	636.30	655.30	661.20	680.20	649.70	668.70
2	647.40	666.40	670.70	689.70	659.10	678.10
3	654.60	673.60	678.20	697.20	666.40	685.40
Coord U/S						
1	534.90	553.90	556.30	575.30	546.60	565.60
2	549.00	568.00	568.80	587.80	558.90	577.90
3	559.90	578.90	580.20	599.20	570.10	589.10
Coord U/L						
1	546.60	565.50	566.30	585.30	556.50	575.50
2	558.50	577.50	578.80	597.80	568.70	587.70
3	569.60	588.60	590.30	609.30	579.90	598.90
Cook			527.70	546.70		

**Table 2 - Allowances and Other Rates**

		\$
Broken Shift	Per week	51.60
	Per day	10.30
Excess Fares	Per week	7.25
Cook's qualification	Per week	5.10
Hotel & Restaurant Qualification		10.85
Authorised Supervisor	Per week	15.05
First Aid	Per week	11.40
Leading Hand: Part Time less than 22.5 hpw	Per week	17.70
	Per day	3.55
Full Time	Per week	23.70
	Per day	4.75

5. This variation shall take effect from the first full pay period commencing on or after 28 August 2004.

A. W. MACDONALD, Commissioner.

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(1727)

**SERIAL C3219**

**FRESH START BAKERIES AUSTRALIA PTY LIMITED (NSW)  
ENTERPRISE AWARD 2004**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Australian Liquor, Hospitality and Miscellaneous Workers Union, New South Wales Branch,  
an industrial organisation of employees.

(No. IRC 5284 of 2004)

Before Mr Deputy President Sams

21 September 2004

**ORDER OF RESCISSION**

The Industrial Relations Commission of New South Wales orders that the Fresh Start Australia Pty Ltd (NSW) 2003 Enterprise Award published 11 June 2004 (344 I.G. 847) as varied, be rescinded on and from 21 September 2004.

P. J. SAMS *D.P.*

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SERIAL C3620

**ENTERPRISE AGREEMENTS APPROVED BY THE INDUSTRIAL  
RELATIONS COMMISSION**(Published pursuant to s.45(2) of the *Industrial Relations Act 1996*)**EA05/68 - Linfox - TWU (Coles Myer Logistics Huntingwood) Enterprise 2003****Made Between:** Linfox Australia Pty Limited -&- the Transport Workers' Union of New South Wales.**New/Variation:** Replaces EA00/232.**Approval and Commencement Date:** Approved 30 July 2003 and commenced 1 July 2003.**Description of Employees:** The agreement applies to all employees employed by Linfox Australia Pty Ltd, located at 35 Huntingwood Drive, Huntingwood NSW, who fall within the coverage of the Transport Industry (State) Award**Nominal Term:** 36 Months.**EA05/69 - Linfox - TWU (Coles Myer Logistics Smeaton Grange) Enterprise Agreement 2003****Made Between:** Linfox Australia Pty Limited -&- the Transport Workers' Union of New South Wales.**New/Variation:** Replaces EA00/237.**Approval and Commencement Date:** Approved 30 July 2004 and commenced 26 July 2003.**Description of Employees:** The agreement applies to all employees employed by Linfox Australia Pty Ltd, who fall within the coverage of the Transport Industry (State) Award.**Nominal Term:** 36 Months.**EA05/70 - Linfox - TWU (Coles Somersby) Enterprise Agreement 2003****Made Between:** Linfox Australia Pty Limited -&- the Transport Workers' Union of New South Wales.**New/Variation:** Replaces EA00/235.**Approval and Commencement Date:** Approved 30 July 2004 and commenced 27 July 2003.**Description of Employees:** The agreement applies to all employees employed by Linfox Australia Pty Ltd, who fall within the coverage of the Transport Industry (State) Award.**Nominal Term:** 36 Months.

**EA05/71 - Action James Pty Ltd - TWU Enterprise Agreement**

**Made Between:** Action James Pty Limited -&- the Transport Workers' Union of New South Wales.

**New/Variation:** New.

**Approval and Commencement Date:** Approved and commenced 14 May 2004.

**Description of Employees:** The agreement applies to all employees employed by Action James Pty Limited, located at Unit 2, 11 Holbeche Road, Arndell Park NSW 2148, who fall within the coverage of the following awards: Milk Treatment, &c., Distribution (State) Award, Transport Industry (State) Award, Transport Industry Mixed Enterprises Interim (State) Award, Motor Bus Drivers and Conductors (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, and the Transport Industry Waste Collection and Recycling (State) Award.

**Nominal Term:** 24 Months.

**EA05/72 - Coles Myer Logistics Pty Ltd trading as Supply Chain Regents Park Warehouse and Distribution Agreement 2004-2006**

**Made Between:** Coles Myer Logistics Pty Ltd trading as Supply Chain -&- the National Union of Workers, New South Wales Branch.

**New/Variation:** Replaces EA03/76.

**Approval and Commencement Date:** Approved 3 March 2005 and commenced 19 October 2004.

**Description of Employees:** The agreement applies to all employees employed by Coles Myer Logistics Pty Ltd trading as Supply Chain, at its Regents Park operation, who fall within the coverage of the Storemen and Packers Bond and Free Stores (State) Award.

**Nominal Term:** 22 Months.

**EA05/73 - Linfox - TWU (PGH Bricks and Pavers/Monier Tiles) Enterprise Agreement 2003**

**Made Between:** Linfox Australia Pty Limited -&- the Transport Workers' Union of New South Wales.

**New/Variation:** Replaces EA00/234.

**Approval and Commencement Date:** Approved 30 July 2003 and commenced 1 July 2003.

**Description of Employees:** The agreement applies to all employees employed by Linfox Australia Pty Ltd, who fall within the coverage of the Transport Industry (State) Award.

**Nominal Term:** 36 Months.

**EA05/74 - Leonard Electrical Pty Ltd Enterprise Agreement 2004-2005**

**Made Between:** Leonard Electrical Pty Ltd -&- the Electrical Trades Union of Australia, New South Wales Branch.

**New/Variation:** New.

**Approval and Commencement Date:** Approved and commenced 18 November 2004.

**Description of Employees:** The agreement applies to all employees employed by Leonard Electrical Pty Ltd, located at Xavier Street, Oak Park, Victoria 3046, who fall within the coverage of the Electrical, Electronic and Communications Contracting Industry (State) Award.

**Nominal Term:** 12 Months.

**EA05/75 - Linfox - TWU (Coles Flemington) Enterprise Agreement 2003**

**Made Between:** Linfox Australia Pty Limited -&- the Transport Workers' Union of New South Wales.

**New/Variation:** Replaces EA00/233.

**Approval and Commencement Date:** Approved 30 July 2004 and commenced 1 July 2003.

**Description of Employees:** The agreement applies to all employees employed by Linfox Australia Pty Ltd, who fall within the coverage of the Transport Industry (State) Award.

**Nominal Term:** 36 Months.

**EA05/76 - NSW Fire Brigades Maintenance and Miscellaneous Staff Enterprise Agreement July 2004-July 2006**

**Made Between:** New South Wales Fire Brigades -&- the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, Electrical Trades Union of Australia, New South Wales Branch.

**New/Variation:** Replaces EA03/51.

**Approval and Commencement Date:** Approved and commenced 9 December 2004.

**Description of Employees:** The agreement applies to all employees working in the Fleet and Communications Sections located at Amarina Avenue, Greenacre, employed by NSW Fire Brigades, located at Level 11, 227 Elizabeth Street, Sydney NSW 2000, who fall within the coverage of the Fire Brigade (Maintenance, Construction and Miscellaneous Staff) Award.

**Nominal Term:** 18 Months.

**EA05/77 - Heyday Group Pty Ltd Service Enterprise Agreement 2002-2005**

**Made Between:** Heyday Group Pty Ltd -&- the Electrical Trades Union of Australia, New South Wales Branch.

**New/Variation:** New.

**Approval and Commencement Date:** Approved 8 June 2004 and commenced 10 December 2002.

**Description of Employees:** The agreement applies to all employees employed by Heyday Group Pty Ltd, located at 9, Waterloo Road, North Ryde NSW 2113, who are engaged within the County of Cumberland, who fall within the coverage of the Electrical, Electronic and Communications Contracting Industry (State) Award.

**Nominal Term:** 34 Months.

**EA05/78 - Digit Electrical Pty Ltd Construction Enterprise Agreement 2002-2005**

**Made Between:** Digit Electrical Pty Ltd -&- the Electrical Trades Union of Australia, New South Wales Branch.

**New/Variation:** New.

**Approval and Commencement Date:** Approved 9 June 2004 and commenced 10 December 2002.

**Description of Employees:** The agreement applies to all employees employed by Digit Electrical Pty Ltd, located at 28, Station Street, Dundas NSW 2117, engaged upon construction work within the County of Cumberland, who fall within the coverage of the Electrical, Electronic and Communications Contracting Industry (State) Award.

**Nominal Term:** 34 Months.

# INDUSTRIAL GAZETTE

## VOLUME 349

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### Key to Abbreviations Used:

(ACC)	—	<i>Award of Conciliation Commissioner/Committee.</i>
(AIC)	—	<i>Award of Industrial Commission.</i>
(AIRC)	—	<i>Award of Industrial Relations Commission.</i>
(AR)	—	<i>Award Reprint (Consolidation).</i>
(ART)	—	<i>Award of Retail Trade Industrial Tribunal.</i>
(CD)	—	<i>Contract Determination.</i>
(ERR)	—	<i>Erratum.</i>
(OCC)	—	<i>Order of Conciliation Commissioner.</i>
(OIC)	—	<i>Order of Industrial Commission.</i>
(OIRC)	—	<i>Order of Industrial Relations Commission.</i>
(OIR)	—	<i>Order of Industrial Registrar.</i>
(RIRC)	—	<i>Reviewed Award.</i>
(RVIRC)	—	<i>Variation - Reviewed Award.</i>
(VCC)	—	<i>Variation by Conciliation Commissioner/Committee.</i>
(VCD)	—	<i>Variation of Contract Determination.</i>
(VIC)	—	<i>Variation by Industrial Commission.</i>
(VIR)	—	<i>Variation by Industrial Registrar.</i>
(VIRC)	—	<i>Variation by Industrial Relations Commission.</i>
(VRT)	—	<i>Variation by Retail Trade Industrial Tribunal.</i>
(VSW)	—	<i>Variation following State Wage Case.</i>



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Crown Employees Historic Houses Trust (Gardens - Horticulture and Trades Staff) Award 2004	(RIRC) 282
CSR Ltd Trading as The Readymix Group Sydney Quarries No. 3 (State) Award 1998	(RVIRC) 1087
Draughting Employees, Planners, Technical Employees, &c., (State)	(VSW) 754
	(RVIRC) 1097
Drug Factories (State)	(RVIRC) 217
Electrical, Electronic and Communications Contracting Industry (State)	(VSW) 241
Electricians, &c. (State)	(VIRC) 536
Engine Drivers, &c., General (State)	(RVIRC) 212
Farm Assistants (Department of Education and Training) Wages and Conditions	(RIRC) 18
Fresh Start Bakeries Australia Pty Limited (NSW) Enterprise Award 2004	(AIRC) 959
Gelatine and Glue Industry (State)	(RVIRC) 211

Grocery Products Manufacturing (State)	(RVIRC)	1089
Health Employees' Conditions of Employment (State)	(VIRC)	768
	(VIRC)	769
K U Children's Services (Other Than Teachers) (State) Consent Award 2000	(VIRC))	1115
K&R Fabrications (W'Gong) Pty Ltd (Port Kembla Steelworks) Maintenance Award 2004 - 2007	(AIRC)	870
LHMU & Tasman Insulation Australia Pty Ltd Enterprise Award 2004	(AIRC)	687
M Central - Pyrmont Project	(AIRC)	490
Mirror and Telegraph Publications Clerical Award 2000	(VIRC)	1113
Miscellaneous Workers' - Kindergartens and Child Care Centres, &c. (State)	(RVIRC)	1106
New South Wales TAFE Commission (Graphic Arts Section, Sydney Institute) Wages and Conditions	(RIRC)	82
Newcastle City Council Employees' Award 2003	(VSW)	240
Nugan Quality Foods Pty Ltd Employees (State)	(RVIRC)	743
Nurses' (Australian Red Cross Blood Service - NSW) (State) Interim	(RVIRC)	533
Nurses, Non-Government Schools (State)	(RIRC)	1
Nut Food Makers (State)	(RVIRC)	733
Pastoral Employees (State)	(VSW)	761
Peppers Resort Project Agreement Award 2004	(AIRC)	994
Plastic Moulding, &c. (State)	(RVIRC)	918
Principals (Archdiocese of Sydney and Dioceses of Broken Bay and Parramatta) (State) Award 2004	(AIRC)	444
Principals (Country and Regional Dioceses) (State) Award 2004	(AIRC)	466
Private Medical Imaging & Radiation Technology (State)	(RVIRC)	933
	(VIRC)	935
Public Hospital Nurses' (State) Interim	(VIRC)	242
	(VIRC)	245
	(VIRC)	249
	(VIRC)	253
	(VIRC)	256
Public Hospitals (Professional and Associated Staff) Conditions of Employment (State)	(VIRC)	770
Public Service Association of New South Wales Industrial and Associated Officers (State) Sick Leave	(RIRC)	97
Recorded Music and Visual Entertainment Reproduction (State)	(RVIRC)	923
Retail Industry (State) Superannuation	(RVIRC)	215
Retail Industry (State) Training Wage	(RVIRC)	928
Retail Services Employees (State)	(VSW)	230
Rock and Ore Milling and Refining (State)	(RVIRC)	921
Saddlery, Leather, Canvas and Plastic Material Workers' (State)	(RVIRC)	1072
School Support Staff (Catholic Independent Schools) (State) Award 2001	(VSW)	749
School Support Staff (Country and Regional Dioceses) (State) Award 2001	(RVIRC)	210
Senior Managers (National Parks and Wildlife Service) Award 2004	(RIRC)	781
Shop Employees (State)	(RVIRC)	925
State Sports Centre Trust Casual Event Staff (State) Award 2004	(RIRC)	29
Supervisors, Breweries (State)	(VSW)	747
Sydney Cricket and Sports Ground Trust (Maintenance Staff) Enterprise Award 2003	(AIRC)	511
Teachers (Archdiocese of Sydney and Dioceses of Broken Bay and Parramatta) (State) Award 2004	(AIRC)	355
Teachers (Catholic Independent Schools) (State) Award 2004	(AIRC)	395
Thiess John Holland Project	(AIRC)	645
TNT Express Sydney Drivers Consent	(RIRC)	848
TNT Express Sydney Sortation Award, August 2004	(RIRC)	593

Transfield Services (Australia) Pty Ltd (Port Kembla Steelworks) Facility Maintenance Award 2004 - 2007	(AIRC)	707
Transport Industry - Retail (State) Award 1999	(VSW)	234
Transport Industry - Metromix Concrete Haulage Contract Determination	(CD)	1025
University Unions (State)	(VSW)	1109
Zoological Parks Board of New South Wales Employees' (State)	(RIRC)	265

## Industrial Committees and Other Tribunals -

Dairying Employees (State)	942
Department of Environment & Conservation (DEC) Parks & Wildlife Division &c., Employees	938
Fruit Packing Houses Employees (State)	939
Nurseries Employees (State)	940
Nurses' Air Ambulance	772
Parking Employees (State)	776
Poultry Farm Employees (State)	941
Private Hospital, Day Procedure Centre, Nursing Home &c., Nurses' (State)	777
Public Hospital Nurses' (State)	773
Race Clubs, &c., Employees (State)	775
Rock and Ore Milling and Refining (State)	937
Trained Nurses, &c., other than in Hospitals, &c., (State)	774

## Obsolete Awards -

Boral Resources (NSW) Pty Limited Emu Plains Quarry (State)	771
Boral Resources (NSW) Pty Limited Emu Plains Quarry Enterprise Award 1999	538
Fresh Start Bakeries Australia Pty Limited (NSW) Enterprise Award 2004	1121
Kogarah Community Mobile Nursing Service Inc. Nurses' (State)	943
Nurses' Air Ambulance (State)	259
South Coast Quarries Enterprise Arrangement No. 2 (State)	539

Enterprise Agreements Approved by the Industrial Relations Commission	260
	540
	778
	1120