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(1719)

SERIAL C4141

**CROWN EMPLOYEES (NSW DEPARTMENT OF COMMERCE,
GOVERNMENT CHIEF INFORMATION OFFICE AND OICT
PROJECTS, OFFICE OF PUBLIC WORKS AND SERVICES)**

AWARD 2005

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 4138 of 2005)

Before The Honourable Mr Deputy President Harrison

26 October 2005

REVIEWED AWARD

Arrangement

Clause No.	Subject Matter
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PART B

MONETARY RATES

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PART A

1. Parties

The parties to this Award are:

Public Employment Office and New South Wales Department of Commerce; and

Public Service Association and Professional Officers Association Amalgamated Union of New South Wales (PSA);

This Award shall be binding upon all parties defined herein.

2. Intention/Aims of the Award

This Award provides a framework for management and employees to work together to ensure the ongoing high-level achievement of the Department's Mission and Objectives. Within this context the parties are committed to the development of a highly motivated, suitably skilled and productive workforce.

The parties will work collaboratively to ensure that the Department's workforce has and continues to have the necessary skills, knowledge and attributes to maintain and enhance its credibility, expertise and standing.

Effective workforce development and succession development are seen as critical to the Department's future performance and its ability to innovate, respond positively to changes in its operating environment and avail itself of future business opportunities. The Award therefore focuses not only on the revision of conditions of employment, but stresses workforce management and development. It is based on maintaining, improving, developing and rewarding the skills, knowledge and attributes required of its workforce and provides a commitment to ongoing employment.

In providing more flexible working conditions for employees, the Award also recognises the need to accommodate work and family issues through flexible working arrangements.

The parties recognise the need to strive to achieve best practice in human resource management and to resolve any issues that may currently exist preventing effective workforce management, staff development and the ability to utilise skills. To this end the parties agree to work, during the life of the Award, towards:

The creation of a culture which acknowledges the importance and fosters the development of technical, managerial and business skills; together with a progressive outlook;

Organisation and classification structures that support the business needs of the Department in the most effective way, provide for appropriate managerial and specialist career paths and allow for innovative opportunities in development and multi-skilling;

Training and development programs and activities aimed at meeting corporate requirements and priorities as well as individual job and career development needs; and (with the support of senior management), Equitable development of employees to be achieved by managers conducting performance reviews and offering guidance and direction regarding training and development initiatives. This aims to: facilitate improved on the job performance; provide greater job promotion potential, and prepare for future challenges and opportunities from both the domestic and international environments;

Senior management supporting managers and employees working co-operatively together to resolve issues that prevent workforce development and to identify opportunities for continuous improvement in departmental operations;

Development and maintenance of open communication between all levels of the workforce and improvement in communication skills across the organisation;

Ongoing improvements in safety, quality service and efficiency; and

A workplace environment that is supportive of management and staff maximising their contribution to the business of the Department.

3. Definitions

"Department" means the New South Wales Department of Commerce.

"GCIO/OICT" means the Government Chief Information Office and the OICT Projects area of the Office of Public Works and Services in the Department of Commerce.

"Officer" means and includes all persons permanently or temporarily employed in the Government Chief Information Office and the OICT Projects area of the Office of Public Works and Services, Department of Commerce, either as a full time or part time employee, in any capacity under the provisions of part 2 of the *Public Sector Employment and Management Act 2002*, and includes an Officer on probation, but does not include the Director General, statutory appointees or a member of the Senior Executive Service as defined under the Act;

"Act" means the *Public Sector Employment and Management Act 2002*;

"Service" means continuous service for salary purposes;

"Association" means the Public Service Association and Professional Officers Association Amalgamated Union of New South Wales (PSA).

"Director General" means the Director General of the New South Wales Department of Commerce.

"Public Service" means the Public Service of New South Wales, as defined in the *Public Sector Employment and Management Act 2002*;

"Position" means a position as defined in Section 9 of the *Public Sector Employment and Management Act 2002*.

"Grade" means a single grade: General Scale; Grade 1-2; Grade 3-4; Grade 5-6; Grade 7-8; Grade 9-10; Grade 11; Grade 12; Senior Officer Grade 1; Senior Officer Grade 2; Senior Officer Grade 3, as set out in Table 1 Salary Rates GCIO/OICT Officer and applied to positions created in terms of Section 9 (2) of the *Public Sector Employment and Management Act 2002* and evaluated in accordance with the Department's approved Job Evaluation system and the conditions of this Award. Grades 11 and 12 may be, where recommended, broad banded where the Director General considers it appropriate.

4. Classification

The classification under this Award will be titled "GCIO/OICT Officer" as set out in Table 1 to this Award.

5. Preservation of Conditions for Staff Employed under Previous Awards

The list of conditions preserved for staff employed under previous awards at the time of the making of the Crown Employees (NSW Department of Information Technology and Management) Conditions of Employment Award 2002 on 17 December 2002 by the Industrial Relations Commission of New South Wales in Matter IRC 6657 of 2002 is contained in clause 7 of that award published on 12 March 2004 (343 IG 628).

6. Working Hours and Arrangements

The provisions of the Premier's Department Flexible Working Hours Agreement will apply with the exception of those staff exempted in that Agreement.

7. Conditions of Employment

Unless specified otherwise in this Award the provisions contained in the Crown Employees (Public Service Conditions of Employment) Award 2002 as amended from time to time shall apply.

8. Training

The parties agree that all staff shall be provided with opportunities for career, professional and personal development. The joint aim is to develop a highly skilled and efficient workforce and to ensure that all staff are sufficiently skilled to meet the present and future needs of the Department.

The Department's commitment to training and development is contained within the Department's Study Assistance Policy. Where such Policy is silent on these matters the following will apply to officers covered by this award

The reimbursement of course fees for staff undertaking tertiary or vocational studies shall be 100% on successful completion where the study relates directly to the position occupied. Where a Manager considers that the study does not relate directly to the position but will be beneficial to the organisation, and so approves, reimbursement of fees, upon successful completion, may be within the range of 50% to 100%. The Director General or their delegate will determine any appeal relating to decisions concerning payment of course fees.

A commitment to the provision of external training programs;

Implementation of a Management Development Program;

The provision of training and re-training wherever re-organisation creates new skill requirements;

Equipping all staff with skills and ability to enable them to pursue, where possible, their preferred career paths and to improve their opportunities for career advancement;

Providing training in Information Technology to enable staff to use the technological tools required to perform their duties;

Providing the training needed to ensure that those staff, whose performance has been identified as deficient, have every opportunity to improve their performance;

Equity of access to training and development opportunities for all staff, including part time staff;

Dependent care assistance (dependant care, by way of payment, may be provided to enable employees with dependant responsibilities to pursue training and development opportunities).

During the life of this instrument, the Department agrees to examine and implement various options to facilitate skill enhancement and career development for all staff. These options may include:

Job rotation;

Secondments;

Participation in work forums;

Placements in other organisations with the agreement of the officer;

Mentor and coaching programs;

Attendance at conferences and seminars;

Staff member exchange programs with the agreement of the officer.

In order to meet these aims, the following have been agreed by the parties:

A commitment to updating skill profiles from the Training Needs Analysis process to assist staff and management to determine appropriate training needs;

To include staff training and development responsibilities in the key accountabilities of all managers and supervisors;

Individual staff members will assume personal responsibility to participate in appropriate training and development and skill-enhancing activities.

Furthermore, the parties agree to an ongoing commitment to the implementation of the national training reform agenda - that is, the promotion and implementation of the Public Sector training package through the Public Sector Industry Training Advisory Body (PSITAB). This includes embracing the development of a National Competencies training project encompassing: -

An increase in the number of Workplace Trainers and Assessors within the Department;

Time for Trainers and Assessors to recognise the current competencies held by departmental staff.

In-house training to be in-line with National Competency standards so staff can work toward a nationally recognised Public Sector qualification.

9. Use of Consultants and Contractors

In line with Government commitments, the parties agree to develop programs to reduce the use of consultants/contractors by greater reliance on the expertise of professional public servants and the development of strict quality control procedures for the engagement of outside assistance.

10. Grievance and Dispute 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 to higher levels of authority in the Department, if required.

Officers are 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.

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 officer 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.

The immediate supervisor or manager or other appropriate officer shall convene a meeting in order to resolve the grievance, dispute or difficulty within seven (7) days of the matter being brought to attention.

If the matter is unresolved with the immediate supervisor or manager, the officer may request to meet with the appropriate person at the next level of management in order to review the matter. This officer shall respond within seven (7) days. If there are matters or issues that still remain unresolved by both parties then they should be referred to the Senior Manager of the work area who should include a representative from Human Resource Services in discussions.

In the event that the matter remains unresolved, the Director General shall provide a written response within 21 days to the officer and any other party involved in the grievance, dispute or difficulty, concerning the action to be taken, or the reasons for not taking action, in relation to the matter. An officer who is a member of an Association may request to be represented by an Association representative at any stage of the procedures.

The officer or Association on his/her 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.

The officer and/or Association and/or the Director General shall agree to be bound by a lawful recommendation, order or determination by the New South Wales Industrial Relations Commission in relation to the grievance, dispute or difficulty.

Whilst the procedures are being followed, normal work undertaken prior to the notification of the grievance or dispute shall continue, except 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.

These procedures should be read in conjunction with the Department's Grievance Resolution Policy and Procedures and in no way diminish Grievance resolution procedures contained in that policy.

11. Anti-Discrimination

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

"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."

12. Deduction of Union Membership Fees

- (1) The Association shall provide the employer with a schedule setting out Association fortnightly membership fees payable by members of the Association in accordance with the Association's rules.
- (2) The Association shall advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of Association fortnightly membership fees payable shall be provided to the employer at least one month in advance of the variation taking effect.
- (3) Subject to 1) and 2) above, the employer shall deduct Association fortnightly membership fees from the pay of any employee who is a member of the Association in accordance with the Association's rules, provided that the employee has authorised the employer to make such deductions.
- (4) Monies so deducted from employee's pay shall be forwarded regularly to the Association together with all necessary information to enable the Association to reconcile and credit subscriptions to employees' Association membership accounts.
- (5) Unless other arrangements are agreed to by the employer and the Association, all Association membership fees shall be deducted on a fortnightly basis.

- (6) Where an employee has already authorised the deduction of Association membership fees 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 continue.

13. Relationship to Award

This Award should be read and interpreted in conjunction with Crown Employees (Public Sector - Salaries 2004) Award, provided that where there is any inconsistency this Award will prevail to the extent of the inconsistency.

14. Saving of Rights

- (1) At the time of making this Award, no employee covered by this Award will suffer a reduction in his or her rate of pay or any loss or reduction in his or her conditions of employment as a consequence of making this Award.
- (2) Should there be a variation to the Crown Employees (Public Sector Salaries - 2004) Award or an Award replacing that Award, employees covered by this Award will maintain the same salary relationship to the rest of the public service.

15. Area Incidence and Duration

- The Award shall apply to all employees in the Government Chief Information Office and OICT Projects area of the Office of Public Works and Services in the Department of Commerce.
- The employees regulated by this Award shall be entitled to the conditions of employment as set out in this Award and, except where specifically varied by this Award, existing conditions as provided for under the *Public Sector Employment and Management Act* 2002 and Regulation, and the Crown Employees (Public Service Conditions of Employment) Award 2002 and the Crown Employees (Public Sector Salaries - 2004) Award or any variation or replacement award.
- This Award is made following a review under Section 19 of the *Industrial Relations Act* 1996 and rescinds and replaces the Crown Employees (NSW Department of Information Technology and Management) Conditions of Employment Award 2002 published 12 March 2004 (343 IG 628) and all variations thereof.
- 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 IG 359) take effect on and from 26 October 2005.
- This Award remains in force until varied or rescinded, the period for which it was made having already expired.

PART B

MONETARY RATES

Table 1 - GCIO/OICT Officer Salary Rates

Classifications & Grades		Common Salary Point	1.07.04 Per annum +4% \$	1.07.05 Per annum +4% \$	1.07.06 Per annum +4% \$
General Scale	Year 1	7	24,051	25,013	26,014
	Year 2	11	29,090	30,254	31,464
	Year 3	17	31,352	32,606	33,910
	Year 4	20	32,208	33,496	34,836

	Year 5	23	33,570	34,913	36,310
	Year 6	25	34,180	35,547	36,969
	Year 7	28	35,027	36,428	37,885
	Year 8	32	36,322	37,775	39,286
	Year 9	36	37,638	39,144	40,710
	Year 10	40	39,029	40,590	42,214
Grade 1-2	Year 1	46	41,178	42,825	44,538
	Year 2	49	42,389	44,085	45,848
	Year 3	52	43,571	45,314	47,127
	Year 4	55	44,766	46,557	48,419
Grade 3-4	Year 1	58	46,036	47,877	49,792
	Year 2	61	47,422	49,319	51,292
	Year 3	64	48,904	50,860	52,894
	Year 4	67	50,407	52,423	54,520
Grade 5-6	Year 1	75	54,342	56,516	58,777
	Year 2	78	56,057	58,299	60,631
	Year 3	82	58,254	60,584	63,007
	Year 4	85	59,962	62,360	64,854
Grade 7-8	Year 1	88	61,757	64,227	66,796
	Year 2	91	63,604	66,148	68,794
	Year 3	95	66,255	68,905	71,661
	Year 4	98	68,360	71,094	73,938
Grade 9-10	Year 1	101	70,397	73,213	76,142
	Year 2	104	72,377	75,272	78,283
	Year 3	108	75,332	78,345	81,479
	Year 4	111	77,577	80,680	83,907
Grade 11	Year 1	116	81,422	84,679	88,066
	Year 2	120	84,874	88,269	91,800
Grade 12	Year 1	126	90,192	93,800	97,552
	Year 2	130	94,165	97,932	101,849
Senior Officer	Year 1		105,363	109,578	113,961
Grade 1 -	Year 2		113,532	118,073	122,796
Senior Officer	Year 1		115,452	120,070	124,873
Grade 2	Year 2		123,593	128,537	133,678
Senior Officer	Year 1		127,729	132,838	138,152
Grade 3	Year 2		140,209	145,817	151,650

R. W. HARRISON *D.P.*

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(694)

C4142

CROWN EMPLOYEES (PUBLIC SERVICE TRAINING WAGE) AWARD 2005

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 4140 of 2005)

Before The Honourable Mr Deputy President Harrison

26 October 2005

REVIEWED AWARD

Arrangement

PART A

Clause No.	Subject Matter
1.	Title
2.	Application
3.	Objective
4.	Definitions
5.	Training Conditions
6.	Employment Conditions
7.	Wages
8.	Part-time Traineeships
9.	School-based Traineeships
10.	Wage Rates for Part-time and School-based Traineeships
11.	Grievance and Dispute Settling Procedures
12.	Anti-Discrimination
13.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Full-time Weekly Wage Rates

Table 2 - Hourly Wage Rates

Appendix A - Skill Levels

PART A

1. Title

This award shall be known as the Crown Employees (Public Service Training Wage) Award 2005.

2. Application

- (a) This award applies to persons who are undertaking an approved traineeship and is to be read in conjunction with the *Public Sector Employment and Management Act 2002* and the Public Sector Employment and Management (General) Regulation 1996 and any relevant industrial instrument.

- (b) The terms and conditions of any relevant industrial instrument apply, except where inconsistent with this award.
- (c) This award does not apply to employees who were employed under any industrial instrument prior to the date of approval of a traineeship relevant to the Department, except where agreed upon between the department head and the relevant union(s).
- (d) This award does not apply to the apprenticeship system.

3. Objective

The objective of this award is to assist with the establishment of a system of approved traineeships that provide nationally recognised training in conjunction with employment in order to enhance the skill levels and future employment prospects of trainees, particularly young people, and the long-term unemployed.

The system is neither designed nor intended for those who are already trained and job ready. It is not intended that existing employees will be displaced from employment by trainees.

This award does not replace the prescription of training requirements in any relevant industrial instrument.

4. Definitions

"Approved Traineeship" means a traineeship arrangement applicable to a group or class of employees or to an industry or sector of an industry or enterprise by agreement between the parties under the terms of this award. Approved traineeships include full-time, part-time and school-based traineeships and are defined by the provisions of the *Apprenticeship and Traineeship Act 2001*.

"Approved Training Course or Training Program" means the training course or training program identified in the Vocational Training Order of a recognised traineeship vocation.

"Appropriate State Legislation" means the *Apprenticeship and Traineeship Act 2001* or any successor legislation.

"Diploma Level Trainee - Information Technology" means a trainee undertaking a Diploma Level Traineeship under the Vocational Training Order of Information Technology. The trainee will work towards the gaining of a nationally recognised Diploma of Information Technology as identified in the National Information Technology Industry Training Package. The trainee should have completed Certificates III and IV of the traineeship vocation of Information Technology before commencing a traineeship at Diploma Level. Trainees undertaking the Diploma Level Traineeship may also be known as Cadets.

"Parties to an Approved Traineeship" means the Public Employment Office, Department Head and the relevant union involved in the consultation, negotiation and agreement of an approved traineeship arrangement.

"Recognised Traineeship Vocation" means a vocation that is the subject of an order in force under section 5 of the *Apprenticeship and Traineeship Act 2001*.

"Relevant Industrial Instrument" means an award or enterprise agreement that applies to a trainee, or that would have applied but for the operation of this award. The definition also applies to a former industrial agreement or determination made pursuant to section 130 of the *Public Sector Employment and Management Act 2002* or under any relevant provisions of the Act or its predecessors.

"Relevant Union" means a union which is party to a relevant industrial instrument and which is entitled to enrol the trainee as a member.

"School-based Trainee" is a student enrolled in the Higher School Certificate, or equivalent qualification, who is undertaking a traineeship which forms a recognised component of their Higher School Certificate or, where permitted, their School Certificate curriculum, and is endorsed by the State Training Authority and the New South Wales Board of Studies.

"State Training Authority" is the New South Wales Department of Education and Training.

"Trainee" means an employee who is signatory to the training contract registered with the State Training Authority. The trainee is bound by the training contract and employed in terms of section 27 of the *Public Sector Employment and Management Act 2002*. The trainee is involved in paid work and structured training that may be on or off the job.

"Training" for the purposes of this award means training directed at the achievement of key competencies required for successful participation in the workplace (e.g. literacy, numeracy, problem-solving, teamwork, using technology) and an Australian Qualification Framework Certificate Level I and/or an Australian Qualification Framework Certificate Level II or above.

"Training Contract" means a contract made subject to the terms of this award between a department head and the trainee for a traineeship which is registered with the State Training Authority, under the provisions of the *Apprenticeship and Traineeship Act 2001*. A training contract is made in accordance with the relevant Vocational Training Order and does not operate unless this condition is met.

"Training Plan" means a plan prepared in accordance with the relevant Vocational Training Order indicating the arrangements for the provision of training agreed to by the department head and the registered training organisation, and the qualification to be awarded to the trainee. The training plan is lodged with the training contract and the application to establish the traineeship with the State Training Authority.

"Vocational Training Order" means an order in force under section 6 of the *Apprenticeship and Traineeship Act 2001* that sets out the terms and conditions of a recognised traineeship vocation. The Vocational Training Order includes details of the term, probationary period, qualifications and other training as appropriate. The State Training Authority must consult with the relevant union(s) before making a Vocational Training Order.

5. Training Conditions

- (a) The trainee must undertake an approved training course or training program prescribed in the training contract and training plan and outlined in the Vocational Training Order or as notified to the trainee by the State Training Authority.
- (b) Prior to the commencement of the trainee, the relevant training contract, made in accordance with a relevant Vocational Training Order, must be signed by the Department Head and the trainee and lodged, with the training plan, for registration with the State Training Authority. If the training contract is not in a standard format, the trainee cannot commence until the training contract has been registered with the State Training Authority.
- (c) The Department Head must ensure that the trainee is permitted to attend the approved course or program provided for in the training contract and training plan and must ensure that the trainee receives the appropriate on-the-job training.
- (d) The Department Head must provide a level of supervision in accordance with the training contract and training plan during the traineeship period.
- (e) The Department Head agrees that officers of the State Training Authority will monitor the training contract and training plan and that training records or workbooks may be utilised as part of this monitoring process.
- (f) Training is directed at the achievement of competencies as specified in the relevant vocational training order.

6. Employment Conditions

- (a)
 - (i) A trainee is engaged as a full-time employee for a maximum of two years' duration, subject to a satisfactory probation period of up to one month that may be reduced at the discretion of the Department Head.
 - (ii) A trainee/cadet undertaking a traineeship at Diploma Level is engaged as a full-time employee for a nominal period of 12 months, or until achievement of the relevant competencies that will qualify the trainee/cadet for one of the specialist qualifications in information technology established at Diploma Level.
 - (iii) By agreement in writing, and with the consent of the State Training Authority, the Department Head and the trainee may vary the duration of the traineeship and the extent of approved training, provided that any agreement to vary is in accordance with the Vocational Training Order.
 - (iv) If the trainee completes the approved training course or training program earlier than the time specified in the training contract, then the traineeship may be concluded by mutual agreement by application to the State Training Authority under the provisions of the *Apprenticeship and Traineeship Act 2001*.
 - (v) Unless the State Training Authority otherwise directs, the maximum duration for a part-time traineeship is 36 months.
- (b) The training contract can only be terminated by application to the State Training Authority under the provisions of the *Apprenticeship and Traineeship Act 2001*.
- (c) The trainee will be permitted to be absent from work without loss of continuity of employment or wages to attend the training in accordance with the training contract and training plan.
- (d) If the employment of a trainee by a Department Head is continued after the completion of the period, such period is counted as service for the purposes of any relevant industrial instrument or any other legislative entitlements.
- (e)
 - (i) The training contract may restrict the circumstances under which the trainee may work overtime and shift work in order to ensure that the training program is successfully completed.
 - (ii) A trainee is not to work overtime or shift work on their own unless consistent with the provisions of the relevant industrial instrument.
 - (iii) A trainee is not to work shift work unless the parties to an approved traineeship are satisfied that shift work makes satisfactory provision for approved training. Such training may be applied over a cycle in excess of a week, but must average over the relevant period no less than the amount of training required for non-shift work trainees.
 - (iv) The trainee wage is the basis for the calculation of overtime or shift penalty rates prescribed by the relevant industrial instrument, unless otherwise agreed by the parties to an approved traineeship. If the relevant industrial instrument makes specific provision for a trainee to be paid at a higher rate, then the higher rate applies.
- (f) All other terms and conditions of the relevant industrial instruments apply unless specifically varied by this award.
- (g) All conditions of employment applying to temporary employees under the *Public Sector Employment and Management Act 2002*, other than those specified in this award, apply to trainees.

- (h) A trainee who fails to either complete the traineeship or who cannot for any reason be placed in full-time employment with the department on successful completion of the traineeship is not entitled to any severance payments.

7. Wages

- (a)
 - (i) The weekly wages payable to trainees are as provided in Table 1 - Full-time Weekly Wage Rates, of Part B, Monetary Rates.
 - (ii) These wage rates will only apply to trainees while they are undertaking an approved traineeship which includes an approved training course or training program as defined in this award.
 - (iii) The wage rates prescribed by this clause do not apply to complete trade level training covered by the apprenticeship system.
 - (iv) The rates of pay in this award include the adjustments payable under the State Wage Case 2005. These adjustments may be offset against any equivalent over-award payments and/or award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
- (b) Appendix A to Part B, Monetary Rates, sets out the general skill levels for traineeships. The determination of the appropriate skill level for each approved traineeship is based on the following criteria:
 - (i) any agreement of the parties;
 - (ii) the nature of the industry;
 - (iii) the total training plan;
 - (iv) recognition that training can be undertaken in stages; and
 - (v) the exit skill level in the relevant industrial instrument contemplated by the training agreement.

If the parties disagree with such determination, any party to the award may seek to have the matters in dispute determined by the Industrial Relations Commission of New South Wales.
- (c) For the purposes of this award, "out of school" refers only to periods out of school beyond Year 10, and is deemed to:
 - (i) include any period of schooling beyond Year 10 which was not part of nor contributed to a completed year of schooling;
 - (ii) include any period during which a trainee repeats in whole or part a year of schooling beyond Year 10; and
 - (iii) not include any period during a calendar year in which a year of schooling is completed;
 - (iv) have effect on an anniversary date, being 1 January in every year.
- (d) For the purposes of this award, any person leaving school before completing Year 10 is deemed to have completed Year 10.
- (e) At the conclusion of the traineeship, this award ceases to apply to the employment of the trainee and the relevant industrial instrument applies to the former trainee.

8. Part-Time Traineeships

- (a) Trainees who undertake traineeships on a part-time basis work less than full-time ordinary hours and undertake the approved training course or training program at the same or lesser training time than a full-time trainee.
- (b) A part-time trainee receives, on a pro rata basis, all employment conditions applicable to a full-time trainee. All the provisions of this award apply to part-time trainees except as specified in this clause.
- (c) A part-time trainee may, by agreement, transfer to a full-time traineeship position if one becomes available.
- (d) The minimum daily engagement periods specified in the relevant industrial instrument are also applicable to part-time trainees.

If there is no provision for a minimum daily engagement period in the relevant industrial instrument applying to part-time employees, then the minimum start is three continuous hours. By agreement, a part-time trainee may work a minimum start of two continuous hours, on two or more days per week, provided that:

- (i) a two-hour start is sought by the trainee to accommodate the trainee's personal circumstances; or
- (ii) the place of work is within a distance of five kilometres from the trainee's place of residence.

9. School-Based Traineeships

- (a) School-based trainees undertake traineeships on a part-time basis in accordance with the requirement to balance their school and work commitments. The department head must set hours of work consistent with the trainee's obligation to attend school.
- (b) School-based trainees are not required to attend work during the interval starting four weeks prior to the commencement of the final year Higher School Certificate Examination period and ending upon the completion of the trainee's last HSC examination paper.
- (c) School-based trainees must not work on their own.
- (d) For the purposes of this award, a school-based trainee becomes either a full-time or part-time trainee as at 1 January of the year following the year in which they ceased to be a school student.

10. Wage Rates for Part-Time and School-Based Trainees

Weekly Wage Rates

- (a) The wage rate calculation is based on the full-time wage rate varied by the amount of training and/or the amount of work over the period of the training agreement. The formula is:

$$\frac{\text{Weekly Wage}}{28} = \frac{\text{Full-time wage rate} \times (\text{trainee hours} - \text{average weekly training time})}{28}$$

Note: 28 in the above average formula represents 35 ordinary full-time hours minus the average training time for full-time trainees (i.e. 20%). The formula will be adjusted if the relevant industrial instrument specifies different ordinary full-time hours. For example, if the ordinary weekly hours are 38, 30.4 will replace 28.

- (b) "Full-time wage rate" means the appropriate rate as set out in Table 1 - Full-time Weekly Wage Rates, of Part B, Monetary Rates.

- (c) "Trainee hours" are the hours worked per week including the time spent in the approved course or program. For the purposes of this definition, the time spent in the approved course or program may be taken as an average for that particular year of the traineeship.
- (d) "Average weekly training time" is based upon the length of the traineeship specified in the training agreement. The formula is:

$$\text{Average weekly training time} = \frac{7 \times 12}{\text{Length of the traineeship in months}}$$

Note 1: 7 in the above formula represents the average weekly training time for a full-time trainee whose ordinary hours are 35 per week. The formula will be adjusted if the relevant industrial instrument specifies different ordinary weekly hours. For example, where the ordinary weekly hours are 38, 7.6 will replace 7.

Note 2: The parties note that the training contract will require a trainee to be employed for sufficient hours to complete all requirements of the recognised traineeship vocation, including the on-the-job work component and demonstration of competencies. The parties also note that this would normally result in the equivalent of a full day's on-the-job work per week.

Example of the calculation for the wage rate for a part-time traineeship:

A school student commences a traineeship in Year 11. The ordinary hours of work in the relevant industrial instrument are 35. The training agreement specifies two years (24 months) as the length of the traineeship.

$$\text{Average weekly training time is therefore} \quad \frac{7 \times 12}{24} = 3.5 \text{ hours}$$

"Trainee hours" total 15 hours, made up of 11 hours work over two days of the week plus 1½ hours on-the-job training plus 2½ hours off-the-job approved training at school and at TAFE.

So the wage rate in Year 11 is:

$$\frac{\$221 \times (15 - 3.5)}{28} = \$90.77 \text{ plus any applicable penalty rates under the relevant industrial instrument}$$

The wage rate varies when the student completes Year 11 and passes the anniversary date of 1 January the following year to begin Year 12 and/or if "trainee hours" changes.

Hourly Wage Rates

Due to the variation in hours worked each week for some part-time trainees, especially school-based trainees, it may be appropriate to pay an hourly wage rate as provided in Table 2 - Hourly Wage Rates, of Part B, Monetary Rates. The hourly rates as set out in Table 2 are based on a 35-hour week. If the ordinary full-time weekly hours are not 35, the rate in the table should be multiplied by 35 and then divided by the ordinary full-time hours to obtain the correct hourly rate.

The hours for which payment is made are determined as follows:

- (a) Where the approved training for a traineeship (including a school-based traineeship) is provided off the job by a registered training organisation, for example, at school or at TAFE, these rates only apply to the total hours worked by the part-time trainee on the job.

- (b) Where the approved training is undertaken on the job or in a combination of on the job and off the job, and the average proportion of time to be spent in approved training is 20% (i.e. the same as for the equivalent full time traineeship):
 - (i) if the training is solely on the job, then the total hours on the job are multiplied by the applicable hourly rate, and then 20% is deducted.
 - (ii) if the training is partly on the job and partly off the job, then the total of all hours spent in work and training are multiplied by the applicable hourly rate, and then 20% is deducted.

Note: 20% is the average proportion of time spent in approved training which has been taken into account in setting the wage rates for most full-time traineeships.

11. Grievance and Dispute Settling Procedures

- (a) In general, matters relating to trainees are dealt with under the provisions of the *Apprenticeship and Traineeship Act 2001*.
- (b) In accordance with the grievance and dispute settling procedures, the trainee notifies the supervisor of the substance of any grievance or dispute and requests a meeting with the supervisor to discuss the matter and, if possible, states the remedy sought.

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 trainee 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.

- (c) If no remedy is found, the trainee seeks further discussions and attempts to resolve the grievance or dispute at a higher level of authority, where appropriate.
- (d) Reasonable time limits must be allowed for discussion at each level of authority, having regard to the nature of the grievance or dispute.
- (e) At the conclusion of the discussion, the trainee must be provided with a response to their grievance or dispute if the matter has not been resolved, including reasons for not implementing any proposed remedy.
- (f) Any party to the traineeship can refer the matter to the New South Wales Vocational Training Tribunal under the provisions of the *Apprenticeship and Traineeship Act 2001*.
- (g) If no resolution can be found, any party to the grievance or dispute or their representatives may refer the matter to the Industrial Relations Commission of New South Wales.
- (h) The trainee may involve a representative, including a union, and the department may be represented by more senior management or other appropriate person or body for the purposes of each procedure.
- (i) While the dispute procedure is being followed, normal work continues.

12. Anti-Discrimination

- (a) It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identify, age and responsibilities as a carer.
- (b) It follows that, in fulfilling their obligations under clause 11, Grievance and Dispute Settling Procedures, the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent

with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.

- (c) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (d) Nothing in this clause is to be taken to affect:
 - (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.
- (e) This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

Notes:

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

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

13. Area, Incidence and Duration

This award applies to all classes of trainees within organisations listed in Schedule 1 of the *Public Sector Employment and Management Act 2002*.

This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Crown Employees (Public Service Training Wage) Award 2002 published 21 March 2003 (338 I.G. 900) and all variations thereof.

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 IG 359) take effect on and from 26 October 2005.

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

PART B

MONETARY RATES

Table 1 - Full-Time Weekly Wage Rates

As from first full pay period on or after 8 September 2005.

Table 1 - Full-Time Weekly Wage Rates

Diploma - Information Technology

Where the accredited training courses and work performance are for the purposes of generating skills that have been defined for work at Diploma level.

Classification	\$
Trainee - Information Technology Diploma level	496.00

Skill Level A -

Where the accredited training course and work performance 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	173.00 (50%)* 202.00 (33%)	216.00 (33%) 243.00 (25%)	293.00
Plus 1 year out of School	243.00	293.00	340.00
Plus 2 years out of school	293.00	340.00	396.00
Plus 3 years out of school	340.00	396.00	453.00
Plus 4 years out of school	396.00	453.00	
Plus 5 years or more	453.00		

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	173.00 (50%)* 202.00 (33%)	216.00 (33%) 243.00 (25%)	283.00
Plus 1 year out of School	243.00	283.00	325.00
Plus 2 years out of school	283.00	325.00	382.00
Plus 3 years out of school	325.00	382.00	435.00
Plus 4 years out of school	382.00	435.00	
Plus 5 years or more	435.00		

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	173.00 (50%)* 202.00 (33%)	216.00 (33%) 243.00 (25%)	278.00
Plus 1 year out of School	243.00	278.00	312.00
Plus 2 years out of school	278.00	312.00	349.00
Plus 3 years out of school	312.00	349.00	390.00
Plus 4 years out of school	349.00	390.00	
Plus 5 years or more	390.00		

Figures in bracket indicate the average proportion of time spent in approved training to which the associated wage rate is applicable. Where not specifically indicated, the average proportion of time spent in structured training that has been taken into account in setting the rate is 20%.

School Based Traineeships

	Year 11 \$	Year 12 \$
School based traineeships Skill levels A, B and C	221.00*	243.00*

* Assumes that the average proportion of time spent in structured training is 20%.

Table 2 - Hourly Wage Rates

Set out below are the hourly rates of pay for part-time or school-based trainees where the training is either fully off-the-job or where 20% of time is spent in approved training. These rates are derived from a 35 hour week. If the ordinary full time weekly hours are not 35, the appropriate hourly rate may be obtained by multiplying the rate in the table by 35 and then dividing by the ordinary full time hours.

Trainees who have left school:

Diploma - Information Technology

Where the accredited training courses and work performance are for the purposes of generating skills that have been defined for work at Diploma level.

Classification	\$
Trainee - Information Technology Diploma level - part-time	17.72

Skill Level A -

Where the accredited training course and work performance 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	7.89	8.67	10.47
Plus 1 year out of School	8.67	10.47	12.14
Plus 2 years out of school	10.47	12.14	14.15
Plus 3 years out of school	12.14	14.15	16.18
Plus 4 years out of school	14.15	16.18	
Plus 5 years or more	16.18		

Skill Level B -

Where the accredited training course and work performance 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	7.89	8.67	10.11
Plus 1 year out of School	8.67	10.11	11.61
Plus 2 years out of school	10.11	11.61	13.65
Plus 3 years out of school	11.61	13.65	15.54
Plus 4 years out of school	13.65	15.54	
Plus 5 years or more	15.54		

Skill Level C -

Where the accredited training course and work performance 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	7.89	8.67	9.92
Plus 1 year out of School	8.67	9.92	11.14
Plus 2 years out of school	9.92	11.14	12.46
Plus 3 years out of school	11.14	12.46	13.93
Plus 4 years out of school	12.46	13.93	
Plus 5 years or more	13.93		

School-Based Trainees:

	Year 11 \$	Year 12 \$
School based traineeships Skill levels A, B and C	7.89	8.67

APPENDIX A - SKILL LEVELS

Diploma

Information Technology

Skill Level A -

Arts Administration

Business (Office Administration)

Clerical Administrative Skills

Communications (Call Centres)

Financial Services

Information Technology

Public Administration

Sport and Recreation

Skill Level B -

Laboratory Operations

Horticulture

Tourism Operations

Retail Operations

Hospitality Operations

Skill Level C -

Rural Skills

R. W. HARRISON *D.P.*

Printed by the authority of the Industrial Registrar.

(1636)

SERIAL C4351

**TRANSFIELD SERVICES (AUSTRALIA) PTY LTD (PORT KEMBLA
STEELWORKS) FACILITIES MAINTENANCE AWARD 2006 - 2009**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Transfield Services (Australia) Pty Ltd.

(No. IRC 235 of 2006)

Before Commissioner Connor

28 February 2006

AWARD**1. Title**

This Award shall be known as the Transfield Services (Australia) Pty Limited (Port Kembla Steelworks) Facilities Maintenance Award 2006-2009.

2. Index

Clause No.	Subject Matter
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32.	Work Outside the Steelworks
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- 34. Dispute Avoidance Procedure
- 35. Disciplinary Protocol

3. Application and Parties Bound

This Award shall apply to Transfield Services (Australia) Pty Limited, all its employees employed in the classifications set out in Clause 9 of this Award, who are performing mechanical and electrical maintenance, modification, shutdown and engineering work at Bluescope Steel Port Kembla Steelworks and the unions party to this Award.

The Parties to this Award are:

Transfield Services (Australia) Pty Limited (ACN 093 114 553)

The Electrical Trades Union (ETU);

The Australian Manufacturing Workers Union (A.F.M.E.P.K.I.U.);

Australian Workers Union Port Kembla Branch (AWU); and

Employees of Transfield Services Australia Pty Ltd who are members or entitled to be members of the organisations detailed above and are engaged in classifications specified in Clause 9 of this Award.

4. Term of Award

- 4.1 This Award will come into operation on 28 February 2006 and shall wholly displace all other agreements and awards that would otherwise apply. This award rescinds and replaces the Transfield Services (Australia) Pty Ltd (Port Kembla Steelworks) Facility Maintenance Award 2004 - 2007 published 25 March 2005 (349 I.G. 707). The Award shall remain in place to 28 February 2009.
- 4.2 The Parties agree to commence negotiations for a successor Award three (3) months prior to 28 February 2009.
- 4.3 The Parties to this Award shall not pursue any extra claims as per the period nominated in Clause 4.1. & 4.2.

5. Objectives of Award

The objectives of this Award are to:

Enable the company to perform work in the area covered by the Agreement in a productive, efficient and orderly way, and

Provide appropriate remuneration and conditions of employment for employees working under the terms of the Agreement.

Encourage employees to work in a productive, efficient, flexible and safe way in accordance with their full skill and competence to meet the requirements of the employer and its client.

6. Intent

The intent of this award to create an environment that enables employees to work together in a cooperative manner.

7. Performance Initiatives

The Parties recognise the financial performance of the Company and their respective futures, prosperity and employment security are inextricably linked. There are a range of issues that represent opportunities to enhance the Company's performance in the areas of health and safety, Company and employee relationships, learning

and development, quality, productivity, efficiency, flexibility, cost effectiveness and achievement of contractual Performance Targets.

7.1 Continuous Improvement and Innovation

The Parties to this Award are committed to the philosophy of continuous improvement and innovation through effective people and business management. Employees will be encouraged to contribute not only through effort but also through good ideas. We will also promote the concept of employees challenging decisions where there maybe better ways of doing things.

7.2 Occupational Health and Safety

This clause is to be read in conjunction with the NSW OH&S Act 2000.

The parties to this agreement abhor the loss of life, sickness and disability caused at work. The parties agree to the establishment of health and safety committees in each workplace and the recognition of rights and training for health and safety representatives.

The parties are committed to pursuing the best means of safeguarding and improving the working life and health of employees.

The employer may, from time to time, issue regulations designed to increase safe working practices and conditions. On a variety of projects and sites where the employer undertakes work and regulations and the policies and practices of the employer are in force concerning safety restrictions, it is an express condition of employment of all employees covered by this Award that such regulations as are issued from time to time will be strictly observed. It is recognised by the parties to this Agreement that failure to observe these regulations can be grounds for instant dismissal. It shall be the duty of the employers to ensure that each employee is made aware of the regulations in force on the project or site on which such employee works. Employees will assist contractors in the implementation of safety programs, which are based on continuous improvement.

7.3 Consultative Committee

The parties agree to establish a consultative committee to assist the parties improve productivity, efficiency and to provide for the effective involvement of employees in the decision making process. The committee will consist of an equal number of company and union representatives and the parties will work to set up their own charter on establishment.

The objectives of the committee are to investigate, determine, and make recommendations on matters including but not limited to:

- (i) Introduction of new technology
- (ii) Changes to work organisation
- (iii) Expansion and investment
- (iv) Quality
- (v) Productivity improvement
- (vi) new management practices

Union representatives will have an open invitation to participate in the committee and will have adequate time and access to the employees they represent:

- (i) prior to the Committee meetings to prepare for agenda items

- (ii) Following Committee meetings to report back, when necessary, on issues discussed.

Committee members will be provided with all relevant information and access to documentation and data pertaining to the subject matter in order to assist the consultative process, except where the company is unable to do so for privacy or confidentiality reasons.

7.4 Apprenticeships

The Company supports the philosophy of apprenticeships. This is seen as an investment for the future. It benefits the apprentice, the community and the business. It is the intent of the Parties to pursue the introduction of an Apprenticeships program involving Transfield Services.

7.5 Equal Employment Opportunity

The Parties agree to comply with and promote the principles of equal opportunity legislation.

8. Contract of Employment

The Parties to this Award are committed to the philosophy of full time employment, but also recognise that to be competitive alternative work arrangements will be required. Casual, part time and fixed term employees will be balanced with the needs of the Business. In short term situations such as shut downs, specialised work, and emergency work, alternative employment arrangements will be introduced.

8.1 Nature of Employment

Employment may be casual, part-time, full-time, or fixed term as is specified in the formal Letter of Offer of Employment. Employees shall perform work according to the following conditions:

By arrangement, employees shall work the ordinary working hours according to the work roster as the business needs may require from time to time as identified in Clause 11 of this Award.

Employees are expected to work reasonable overtime as required by the Company in addition to the rostered ordinary working hours.

Employees must use such protective clothing and equipment provided by the Company for specific circumstances.

Employees must comply with safety requirements of the Company.

8.2 Types of employment

8.2.1 Full Time Employment

An employee who has not been specifically employed on a part time or casual basis shall be deemed to be employed full time. Transfield Services shall not contract outside of this Award. In other words there will be no other forms of employment for employees bound by this Award except for those contained within Clause 8 of this Award (eg. no individual contracts, Australian Workplace Agreements or Prescribed Payment Systems).

8.2.2 Fixed Term Employment

The introduction of fixed term employment may be agreed between the parties to suit the circumstances of the business.

8.2.3 Part Time Employment

By mutual agreement between the Parties, an employee who is employed on a part-time basis shall be offered a fixed number of hours of not less than 12 hours in any one week period, and not more than 37.5 hours in a one week period, as agreed and confirmed in writing at the time of

engagement or as varied by consent thereafter. A part time employee shall be entitled to all leave benefits contained in this Award on a pro-rata basis. The hourly rate for a part time employee shall be calculated by reference to the applicable hourly rate contained in Clause 9 of the Award.

8.2.4 Casual Employment

A casual employee is one engaged for a minimum period of one (1) day and paid as such. A minimum of four (4) hours per day will apply where work is not available due to reasons beyond the control of the employer. The engagement of a casual may be terminated at any time upon one hours notice or by payment in lieu. Employees engaged as casuals for a continuous period of six (6) weeks will be entitled to full time employment and shall be advised in writing of such by the Company. A casual employee shall not be employed for more than six (6) weeks continuously. Consultation and agreement may extend this period of engagement with employee representatives.

Casual employees working ordinary time shall be paid 1/38th of the weekly wage, prescribed in Clause 9 of the Award, for each hour worked. A casual employee shall not be entitled to any leave, public holidays, notice or severance benefits contained in this Agreement but shall receive in lieu a loading of 25% of the ordinary rate of pay.

Unless there is an agreement between the parties, casual employees will only be employed when unplanned, unexpected changes in the workload or planned peak requirements require a short-term increase in the number of employees.

8.3 Apprentices

Where apprentices are employed directly by the Company, then the conditions of this Award shall apply except for remuneration, which is specified as a percentage of the trade rate at 100%. The specific percentages to apply are as follows:

First Year Apprentice	42%
Second Year Apprentice	55%
Third Year Apprentice	75%
Fourth Year Apprentice	88%

Where the Company employs a new 'adult employee apprentice' (21 years of age or more), then that employee shall be remunerated at the 85% wage rate of a trades person for the term of the apprenticeship until overtaken by the Apprenticeship rate.

For existing adult employees who through Company approval undertake an adult apprenticeship will be paid at their current classification rate.

8.4 Probation

The continued employment of full time and part time new employees (other than a casual employee) will be subject to the satisfactory completion of eight weeks on the job probationary period. During that time, probationary employees shall be provided with feedback on a monthly basis as how they are performing. At the conclusion of the probationary period the Company shall either confirm the employee's continued employment or terminate the employment of the employee in consultation with the work team. Provided that during the probationary period the employment of a probationary employee may be terminated by either party on the giving of notice of one week.

8.5 Performance of Duties

Transfield Services may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this Award provided that such duties are not designed to promote de-skilling, and payment will be in accordance with the classification structure.

8.6 Absence without Pay

Any employee not attending for duty shall not be paid for the actual time of such absence unless the absence is in accordance with paid leave contained in this Award and has been authorised.

8.7 Termination of Employment

Notice for termination or dismissal of employment will be in accordance with the following:

Period of Continuous Service	Notice Period
More than 1 month but less than 1 year	At least 1 week
More than 1 year but no more than 3 years	At least 2 weeks
More than 3 years but no more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

Note:

Payment in lieu of notice shall be made if the appropriate notice period is not given. The notice of termination required to be given by an employee shall be the same as that required of an employer. By mutual agreement, the parties may enter into an arrangement that suits either party with a minimum notice period of not less than one (1) week. An employee required to work during their notice period shall have that amount deducted whilst not at work during the notice period as required by the Company. (Notice period is increased by one week if an employee is over 45 years of age, subject to having completed at least two (2) years continuous service with the employer.

8.8 Redundancy Provisions

Redundancy means when a position is surplus to the needs of the Business, and where there is no alternative employment for the person/s occupying that position/s. Employees who choose to terminate their employment are not eligible for Redundancy and summary dismissal does not entitle employees to a Redundancy payment. The following provisions shall apply:

Period of Continuous Service	Redundancy Pay	
	Employee is under 45 Years of Age	Employee is 45 Years or More
Less than 1 year	Nil	Nil
At the completion of one (1) year	4 Weeks	5 Weeks
At the completion of two (2) years	7 Weeks	8.75 Weeks
At the completion of three (3) years	10 Weeks	12.5 Weeks
At the completion of four (4) years	12 Weeks	15 Weeks
At the completion of five (5) years	14 Weeks	17.5 Weeks
At the completion of six (6) years or more	16 Weeks	20 Weeks

Transfield Services has the right to dismiss an employee without notice for gross misconduct on the employee's part, which justifies summary dismissal.

In the event of summary dismissal, payment will be made up to the time of dismissal only. For example, theft of company property, violence against an employee or employer, vandalism or destruction of company property or other such matters warranting instant dismissal

8.9 Recovery of Monies Owed

It is agreed that in the event of an employee's employment being terminated for any reason, any monies advanced to the employee by Transfield Services shall be recovered by the Company from any accrued entitlements owing to the employee and in accordance with the law.

8.10 Stand Downs

The Company is entitled to deduct payment for any day on which an employee cannot be usefully employed through any cause which the employer could not reasonably have prevented such as power and fuel shortages.

8.11 Facilities

Transfield Services shall provide on-site facilities for its employees. These facilities shall be made available to all employees and comply with all relevant policies of Transfield Services and prevailing laws.

8.12 Transport of Employees

It is a condition of employment that all employees ensure they transport themselves to and from work. Employees are responsible for getting to and from work whether by personal or public transport. An employee without personal transport working overtime without notification on the previous day, and with no access to public transport, shall be transported to their place of residence, or to a place where public transport is available.

9. Wages and Allowances

9.1 An employee's remuneration shall be as provided for in this Award and notified to prospective employees in the Letter of Offer of Employment.

9.2 The following wage rates will be paid (for the performance of a 38-hour week) for the respective classifications from the first pay period commencing on or after the specified date.

9.2.1 Classification Structure - Maintenance Worker (MW)

Classification	Current	1st July2006	1st July2007	1st July2008	1st January 2009
	\$	(4.5%) \$	(4%) \$	(2%) \$	(2%) \$
MW1	825.25	862.40	896.90	914.85	933.10
MW 2	873.45	912.75	949.30	968.25	987.60
MW 3	920.50	961.90	1000.40	1020.40	1040.80
MW 4	973.45	1017.30	1058.00	1079.15	1100.75
MW 5	1015.60	1061.30	1103.75	1125.80	1148.35
MW 6	1057.75	1105.35	1149.55	1172.55	1196.00
Note: The above rates are inclusive of all allowances, except a \$46.06* per week licence fee for Licensed Electrician and a \$28.99 per week licence allowance for air conditioning/refrigeration mechanics, Leading Hand Allowance (Clause 9.3), Meal Allowance (Clause 11.3), Dirty Work, Heat Money and Powerhouse Allowance (Clause 9.2.4), Plumbers allowance Clause (9.2.4.1), Chokage (Clause 9.2.4.2), Confined Space Allowance(Clause 9.2.3), and a First Aid Allowance Clause (9.2.2).These allowances will increase in accordance with the percentage wage increase.					

Electrical Licence

The license allowance is set at \$48.13 to reflect a pre-existing trade relativity on site for maintenance activities. This is an all purpose allowance that will be amended in line with the percentage wage increases as listed above.

Current	1/7/06 (4.5%)	1/7/07 (4%)	1/7/08 (2%)	1/1/09 (2%)
\$48.13	\$50.30	\$52.30	\$53.35	\$54.40

Air Conditioning/Refrigeration Mechanics Licence Allowance:

Current	1/7/06 (4.5%)	1/7/07 (4%)	1/7/08 (2%)	1/1/09 (2%)
\$30.29	\$31.65	\$32.92	\$33.58	\$34.25

Performance Based Bonus:

In addition to the rates above a performance based payment bonus system, up to 3% payment for all hours worked (ordinary time plus overtime) will apply. This payment will be made on a quarterly basis. Key Performance Indicators that are appropriate and achievable will determine the performance based payment system.

9.2.2 First Aid Allowance

An employee who is appointed by the Company to render first aid, and holds a current recognised and accredited first aid certificate shall be paid an allowance of \$10.80 per week up to 30/6/07 and \$11.70 thereafter.

9.2.3 Confined Space Allowance

A confined space allowance of 60c per hour up to 30/6/07 and 65cents per hour thereafter will be paid in the following manner. A "Confined Space", means a compartment, space or a place the dimensions of which necessitate an employee working in a stooped or otherwise cramped position or without proper ventilation and subject thereto includes such a space -

(a)

In the case of locomotives inside the barrels of boilers, fire boxes, water spaces of tenders, side tanks, bunker tanks, saddle tanks or smoke boxes

(b)

In other cases inside boilers, steam drums, mud drums, fire boxes or vertical or road vehicle boilers, furnaces, flues, combustion chambers, receivers, buoys, tanks, super heaters or economisers.

9.2.4 Dirty Work And Powerhouse Allowance

Employees engaged in an unusually dirty or offensive capacity will be paid .41 cents per hour up to 30/6/07 and 44cents per hour thereafter. For this allowance to apply the parties will finalise a document under which this allowance will apply having regard to previous site application.

Heat Money will apply when work is performed in places where the temperature is raised by artificial means above 49 degrees Celsius. Employees whilst so engaged on work will receive an additional amount of 41cents up to 30/6/07 and 44 cents per hour thereafter.

Employees working and carrying out repairs or maintenance in rotary converter and/or static substations which are in regular operation will be paid a Powerhouse Allowance for all hours worked up to 30/6/07 of 60cents per hour up to 30/6/07 and 69cents per hour thereafter.

9.2.4.1 Plumbers Allowance:

(a) Plumbers licence of 71.5 cents up to 30/6/07 and .77cents per hour thereafter.

(b) Gasfitters Licence of 71.5 cents up to 30/6/07 and .77cents per hour thereafter

(c) Drainers Licence of 59cents up to 30/6/07 and 63 cents per hour thereafter.

- (d) Plumbers and Gasfitters Licence of 93 cents up to 30/6/07 and \$1.00 per hour thereafter.
- (e) Plumbers and Drainers Licence of 93 cents up to 30/6/07 and \$1.00 per hour thereafter.
- (f) Gasfitters and Drainers Licence of 93 cents up to 30/6/07 and \$1.00 per hour thereafter.
- (g) Plumbers and Gasfitters and Drainers Licence of \$1.28 up to 30/6/07 and \$1.38 per hour thereafter.

A plumber and labourers assisting plumbers employed on any chokage necessitating the opening up of any soil, waste or drain pipes or scuppers conveying sewage will be paid in addition the sum of \$3.61 per day (flat allowance) up to 30/6/07 and \$3.90 per day thereafter.

9.2.5 All Other Allowances

The rates of pay as per the Classification Structure are inclusive of all other allowances except for the Electrical Licence (Clause 9.2.1), First Aid Allowance (Clause 9.2.2), Confined Space Allowance (Clause 9.2.3) Dirty Work, Heat and Power House Allowance (Clause 9.2.4) Plumbers Allowances (Clause 9.2.4.1) Chokage (Clause 9.2.4.2) and Leading Hand Allowance (Clause 9.3). The rates of pay (Clause 9.2.1) includes but is not limited to the following allowances:

Supplementary Payment/Special Allowance/Industry Allowance/AIS Allowance/Tool Allowance

9.2.6 Classification Descriptions

The following classification structure is to be applied to employees for skills acquired and utilized.

Maintenance Worker 1 (MW1)

This band includes Trade Assistants and other Non-Trade employees such as Forklift Drivers and Dogmen.

Maintenance Worker 2 (MW2)

This band includes Non Trades employees such as but not limited to:

Certified Riggers/Scaffolders

Crane Drivers (9t <15t, 16t <40t)

Beltmen

Maintenance Worker 3 (MW3) - 100%

This is the entry band for trades employees such as but not limited to:

Electrician

Boilermaker

Fitter

Welder (All Certificates)

Machinist

Maintenance Worker 4 (MW4) - 105%

MW4 applies to skills acquired and utilized on the job.

- (i) Three appropriate modules in addition to the training requirements of MW3 level or;
- (ii) Three appropriate modules towards an Advanced Certificate; or
- (iii) Three appropriate modules towards an Associate Diploma; or
- (iv) Any training which a registered provider (eg TAFE) or by a State Training Authority has been recognised as equivalent to an accredited course which the appropriate industry board recognises for this level. This can include advanced standing through recognition of prior learning and/or overseas qualifications; or
- (v) Will have skills equivalent to the above gained through work experience subject to competency testing to the prescribed standards.

The following indicative tasks apply to a Tradesperson at Level MW4.

Exercise the skills attained through completion of the training/work experience prescribed for this classification;

Exercises discretion within the scope of this grade;

Works under limited supervision either individually or in a team environment;

Understands and implements quality control techniques;

Provides trade guidance and assistance as part of a work team;

Exercise trade skills relevant to the specific requirements of the enterprise at a level higher than Engineering Construction Tradesperson Level 1.

Maintenance Worker 5 (MW5) - 110%

MW5 applies to skills acquired and utilized on the job.

Six appropriate modules in addition to the training requirements of MW3; or

Six appropriate modules towards an Advanced Certificate; or

Six appropriate modules towards and Associate Diploma; or

Any training which a registered provider (eg TAFE) or by State Training Authority has been recognised as equivalent to an accredited course which the appropriate industry training board recognises for this level. This can include advanced standing through recognition of prior learning and/or overseas qualifications; or

Will have skills equivalent to the above gained through work experience subject to competence testing to the prescribed standards.

1. Exercise of skills attained through completion of the training/work experience prescribed for this classification;
2. Provides trade guidance and assistance as part of a work team;

3. Assists in the provision of training in conjunction with supervisors and trainers;
4. Understands and implements quality control techniques;
5. Works under limited supervision either individually or in a team environment;
6. Interact with work groups to ensure job completion to target quality workmanship and guidance for others.

Exercises precision trade skills using various materials and/or specialised techniques;

Performs operations on a CAD/CAM terminal in the performance of routine modifications to the NC/CNC programs;

Installs, repairs and maintains, tests, modifies, commissions and/or fault finds on complex machinery and equipment which utilises hydraulic and/or pneumatic principles and in the course of such work, is required to read and understand hydraulic and pneumatic circuitry which controls fluid power systems;

Works on complex or intricate circuitry which involves examining, diagnosing and modifying systems comprising inter-connected circuits;

Maintenance Worker 6 (MW6) -115%

MW 6 applies to skills acquired and utilized on the job.

- (i) nine appropriate modules in addition to the training requirements of MW3; or
 - (ii) nine appropriate modules towards an Advanced Certificate; or
 - (iii) nine appropriate modules towards and Associate Diploma; or
 - (iv) any training which a registered provider (eg TAFE) or by State Training Authority has been recognised as equivalent to an accredited course which the appropriate industry training board recognises for this level. This can include advanced standing through recognition of prior learning and/or overseas qualifications; or
 - (v) will have skills equivalent to the above gained through work experience subject to competence testing to the prescribed standards.
1. Exercise the skills attained through completion of the training/work experience prescribed for this classification;
 2. Exercise discretion within their level of training;
 3. Is able to provide trade guidance and assistance as part of a work team;
 4. Provides training in conjunction with supervisors and trainers;
 5. Understands and implements quality control techniques;
 6. Works under limited supervision either individually or in a team environment;
 7. Can schedule and coordinate maintenance work for teams including down day programme development and execution for a maintenance task team.

Exercise high Precision Trade Skills using various materials and/or specialised techniques;

Works on machines or equipment which utilise complex mechanic or hydraulic and/or pneumatic circuitry and controls or a combination thereof;

Works on machinery or equipment which utilise complex electrical/electronic circuitry and controls;

Works on instruments which make up complex control system which utilises some combination of electrical/electronic mechanical or fluid power principles;

Applies advanced computer numerical control techniques in machining or cutting or welding or fabrication;

Exercise intermediate CAD/CAM skills in the performance of routine modification to programs;

Working on complex or intricate interconnected electrical circuits at a level above MW5;

Working on complex radio/communication equipment.

9.3 A Leading Hand rate (all purpose) shall be paid as follows:

The following payment is an allowance only paid whilst an employee has been selected as a Leading Hand.

	Up to 30/6/07	From 1/7/07
Leading Hand	\$41.60 per week	\$45.00 per week
Relief Leading Hand	\$8.32 per shift	\$9.00per shift

Leading Hands whilst in the role shall have the Leading Hand rate recognised on a pro-rata basis when calculating service entitlements.

9.3.1 A Staff Relief Allowance (all purpose) will be paid at the rate of MW6 plus \$60 up to 30/6/07 and \$64.90 per week thereafter. Staff relief is defined as a circumstance where employees are requested to step up to perform the full scope of the role can be obtained from the relevant staff members' position description.

9.4 Mixed Functions

An employee engaged for more than two (2) hours on any day or shift carrying a higher rate than their classification shall be paid the higher rate for such day or shift. If engaged for two (2) hours or less during one day or shift the higher rate shall be paid for actual time worked.

9.5 Payment of Wages

All earnings shall be paid to employees by electronic transfer on a weekly or fortnightly basis into a bank account or other financial institution nominated by the employee.

Details of payment to employees on pay slips shall contain the following information:

Name of employee

Classification of the employee and reference number

Date of payment (including period of payment)

Classification rate (hourly)

Hours of work (normal and overtime)

Allowances

Deductions (such as union, salary sacrifice)

Annual Leave balance of hours

Special Payments (such as Annual Leave Payment)

Long Service Leave payments

9.6 Payment on Termination

Upon termination of employment, wages due to an employee shall be paid on the day of such termination, or forwarded to them by post or electronic fund transfer on the next working day.

9.7 Waiting Time

An employee kept waiting for his/her wages on site on pay day, for other than circumstances beyond the control of the employer, for more than a quarter of an hour after the usual time of ceasing work shall be paid overtime rates after the quarter hour with a minimum of a quarter per hour payment.

10. Working Arrangements

10.1 Hours of work

The ordinary hours of work shall be 38 hours per week which will generally be worked in 8.0 hour days between 0600 (6.00 am) and 1800 (6:00pm) hours, Monday to Friday. The ordinary hours of work may also be worked in other configurations as mutually agreed between the employees concerned and Transfield Services subject to work patterns meeting the Company's operational requirements and the needs of the business.

Where there is a need to vary the pattern of working the ordinary hours of work, the Company and the work team shall consult on the variation. Failing agreement, the Company shall give that work team and/or individual employees concerned two day's (48 hours) notice of the variation.

By agreement between the parties, hours may be varied either way by one hour.

Provided that, where the employer and the majority of employees concerned agree, a roster system may operate on the basis that the weekly average of 38 ordinary hours is achieved over a period, which exceeds 28 consecutive days.

10.1.1 Extensive Hours of Work

The Parties recognise that long working days on a regular basis may not be conducive to a safe, healthy and productive work environment. Where hours on any day worked exceed twelve consecutive hours they shall be subject to:

Working within the Occupational Health and Safety Guidelines of the ACTU Code of Conduct regarding twelve (12) hour shifts :

Proper health monitoring procedures being adopted

Suitable roster arrangements

Effective support from management

10.1.2 Daylight Saving

When daylight saving comes into effect or is discontinued, employees shall be paid by the time of the clock at the commencement and conclusion of their shifts. Night shift employees who are at work when the clocks are altered will either work one hour longer for no additional pay or one hour less for the same pay.

10.2 Shift Work

"Shift Work" means shift work scheduled for five consecutive workdays or more, Monday to Friday inclusive.

The Company through consultation with work teams can direct employees to work shift work as required, and the employees shall work the shift work as directed.

The time of commencing and finishing shifts once having been determined may be varied by agreement between the Company and the majority of employees concerned to suit the business or, in the absence of agreement, by 48 hours notice of alteration given by the Company to the employees.

Where shifts fall partly on separate days, the day that has the major portion of the shift shall be recognised. Where shifts fall partly on a holiday, the shift that has the major portion falling on the public holiday shall be regarded as the holiday shift.

10.2.1 Afternoon Shift

"Afternoon" Shift means any shift finishing after 6.00pm and at or before midnight. Employees working on afternoon shift shall be paid a loading of 50% calculated on the employee's base rate of pay for ordinary hours only.

10.2.2 Night Shift

"Night Shift" means any shift finishing subsequent to midnight and or before 8.00am. Employees working on night shift shall be paid a loading of 50% calculated on the employee's base rate of pay for ordinary hours only.

Provided that, where the employer and the majority of employees concerned agree, a roster system may operate on the basis that the weekly average of 38 ordinary hours is achieved over a period which exceeds 28 consecutive days.

10.2.3 Rostered Shift

A "Rostered Shift" means a shift of which the employee concerned has had at least 48 hours notice, or has otherwise agreed to work.

10.2.4 Shift Rosters

Shift rosters shall specify the commencing and finishing times of ordinary hours of the respective shifts. Where shifts are broken penalties shall be applied as per overtime entitlements.

10.2.5 Broken Shift

An employee who works on broken shift which does not continue for at least five (5) successive shifts, hours shall be paid for each shift 50% for the first two hours and 100% for the remaining hours.

10.3 Rotating Permanent Shift Work

The Parties will discuss, and by mutual agreement shall develop a criteria and set of conditions for the introduction seven day Rotating Permanent Shift Work.

10.4 Rostered Break Between Shifts

When overtime is worked it shall, where ever reasonably practicable, be so arranged that a employee has at least ten consecutive hours off duty between the work of successive days.

An employee (other than casual employees) who works so much overtime between the completion of the ordinary hours worked on any day and the commencement of ordinary hours on the next day that the employee has not had at least ten consecutive hours off duty between those times shall, subject to this sub-clause, be released after completion of such overtime and not required to recommence work until the employee has had ten consecutive hours off duty without loss of pay for ordinary working time rostered during such absences.

If on instructions by the Company, an employee resumes or continues to work without having had ten (10) consecutive hours off duty, the employee shall be paid at double time until the employee is released from duty for such period and the employee shall then be entitled to be absent until the employee has had ten (10) consecutive hours off duty without loss of pay for ordinary hours during such absences.

10.5 Overtime

Work performed outside of ordinary hours shall be deemed to be overtime and paid (excluding shift work) as follows:

Monday to Friday - time and a half for the first two hours and double time thereafter

Saturday - time and a half for the first two hours and double time thereafter. Any hours worked after 12 noon on Saturday will be paid at double time.

Sunday - at double time.

Public Holidays - at double time and a half.

The penalties mentioned above shall be applied to 1/38th of the base weekly rates as defined in Clause 9.

10.5.1 Shift Workers - Payment for Saturday, Sunday, Public Holidays and Overtime

A shift employee working on a Saturday, Sunday, public holiday or on overtime will be paid as follows:

Saturday work - time and a half

Sunday work - double time

Public Holiday work - double time and a half

Overtime worked other than Sundays or public holidays - time and a half for first two hours and double time thereafter

10.6 Rostered Days Off (RDO)

The ordinary hours of work shall be rostered to provide employees with one Rostered Day Off per month (normally the fourth Friday in a four week cycle).

The RDO's may be scheduled as mutually agreed between the employee and the Area Manager to suit the need of the business. The RDO's may also be taken on alternative days by individual agreement for personal/operational needs.

If agreement cannot be reached employees may be directed to use any day/s of accumulated RDO, provided 48 hours notice is given to the employee.

RDO's may be accrued to a maximum of five days unless previously agreed with the Area Manager.

Where an RDO falls on a Public Holiday the next working day shall be taken as the RDO or may be taken as mutually agreed between the employee and the Company.

10.7 Call Back

Where an employee is recalled to work after leaving the workplace the following shall apply:

The employee shall be paid for a minimum of four hours at the rate of time and half for the first two hours and double time thereafter (or double-time for the full period for continuous shift workers). (Weekend call out will be paid at the relevant overtime rate). There are number of conditions which apply to this provision:

If the employee is recalled on more than one occasion between the termination of their ordinary work on one day and commencement of their ordinary hours on the next ordinary working day, the employee shall be entitled to the four hours minimum overtime payment. However, in such circumstances it is only the time which is actually worked during previous call or calls which is to be taken into account when determining the rate for subsequent calls.

The employee will not be required to work the full four hours if the job in question is completed within a shorter period.

An employee called in prior to 3.00am will continue to be paid penalty rates leading into scheduled ordinary hours and for the duration of the shift, unless the employee is offered the opportunity to go home for reasons of health and safety, in which case the employee would be paid at ordinary time for completion of shift.

Overtime worked in this clause is not to be regarded as overtime for the purpose of 10.4 rest periods after overtime, when the actual time worked is less than three hours on the call back or each subsequent call back.

10.7.1 Breakdown/Callout Procedure outside of Normal Working Hours:

On Friday 28th October 2005 the Parties to this Award put forward a proposal for endorsement by the employees covered by the Award. The proposal was titled the:

The proposal was endorsed by a valid majority of employees on the following grounds:

That the procedure as presented to the meeting on 28th October 2005 and subsequently endorsed by the meeting be tendered before the Commission on 7th November 2005;

That the Award be varied so as to incorporate this facilitative provision (10.7.1) recognising the abovementioned procedure;

That if at any time during the life of this Award it is necessary for the Parties to vary the procedure by consent, then any variation/s will only have application after they have been documented and endorsed by a properly constituted Delegates meeting and approval has been given by all the Union Organisations party to the Award; and

All employees covered by the Award receive a copy of the variation of the procedure within seven (7days) after its approval by all the Organisations.

10.8 Stand By

Where an employee is requested by the Company to regularly hold himself/herself in readiness to work after ordinary hours, the employee is to be paid standing by time at the employee's rate of pay for the time he/she is standing by.

Where an employee is called in to work without prior notification of having to stand by in readiness to work after ordinary hours, a stand by payment shall not be made. Payment shall be as per Clause 10.7 (Call Back).

This provision does not apply to employees in receipt of the staff relief allowance. Nor does it apply to employees who voluntarily make themselves available for overtime call outs.

11. Meal Breaks

A minimum 30 minute unpaid meal break shall be taken at a time convenient to the operations and the business, as near as practicable to the middle of the day or shift, respectively. Employees shall be entitled to a paid ten minute morning break each weekday.

- 11.1 Employees shall be paid at overtime rates for all time worked in excess of five hours without commencing an uninterrupted meal break or crib break due to the requirements of the employer
- 11.3 Employees required to work more than a 10-hour shift shall be entitled to a 20 minute crib break and to a further crib break in respect of each completed four hours of overtime after the initial eight hours (exclusive of the crib break), if they are to continue work after such four hours. Employees not notified the previous day shall be paid \$10.00 (meal allowance) up to 30/6/07 and \$10.80 thereafter to purchase each meal at crib time.
- 11.4 Employees required to work overtime not continuous with ordinary hours shall be entitled to a crib break in respect of each completed four hours of overtime (exclusive of crib break) if they are to continue after such four hours.
- 11.5 Employees who agree not to take a crib break to which they are entitled but continue to work instead, without taking the crib time of 20 minutes and continuing to work for a period of two (2) more hours or more, shall be regarded as having worked 20 minutes more than the time worked and paid accordingly.
- 11.6 The crib break referred to herein may be taken in relays so as not to have a significant impact on operations and so long as they do not exceed 20 minutes in duration and shall be paid at ordinary time rates for the first crib and without deduction of pay thereafter.
- 11.7 If an employee has provided a meal or meals on the basis that he or she has been given notice to work overtime and the employee is not required to work overtime, the employee shall be paid the prescribed meal allowance if the meal has become spoilt/surplus.

12. Annual Leave

The provisions of the NSW *Annual Leave Act* 1944 shall apply.

13. Public Holidays

The following days shall be prescribed public holidays for the purposes of this Award where days are gazetted by the NSW Government as substitution or in addition to the following days those days shall apply.

New Years Day	Easter Monday	Christmas Day
Australia Day	Anzac Day	Boxing Day
Good Friday	Queens Birthday	Employees will be entitled to a picnic on a day agreed by the parties.
Easter Saturday	Labour Day	

14. Long Service Leave

The provisions of the NSW *Long Service Leave Act* 1955 shall apply.

From the 1st December 2004, the Company will commence accruing Long Service Leave benefits for employees at the rate of 1.3 weeks accrual for each completed year of service thereafter. Any accrual up to and including 30th November 2004 will be the current rate of 0.8667 weeks for each completed year of service. Entitlements become available in accordance with the Act.

15. Personal Leave

15.1 Amount of Paid Personal Leave

15.1.1 Paid personal leave is available to an employee when they are absent:

due to personal illness or injury (sick leave)

for the purposes of caring for an immediate family or household member who is sick and requires the employee's care and support (carer's leave)

for bereavement on the death of an immediate family or household member (bereavement leave).

15.1.2 The amount of personal leave to which an employee is entitled depends on how long they have worked for the employer and accrues as follows:

(i)	Length of time worked for the employer	Personal Leave (Hours)
	Less than 12 months	54
	1 year to 5 years	76.8
	5 years or more	92

(ii) Provided that an employee who normally works 8 or more hours a day so as to provide a rostered day(s) off in a work cycle in accordance with clause 6.1.4 is entitled to the following amount of personal leave:

Length of time worked for the employer	Personal Leave (Hours)
Less than 12 months	56
12 months to 5 years	80
5 years or more	96

15.2 Accumulation of Personal Leave

15.2.1 First Year of Employment

At the end of the first year of employment, unused personal leave accrues by the lesser of:

38 hours (or 40 hours if the employee normally works 8 or more hours in a day) less the amount of sick leave and carer's leave taken during the year;

or the balance of the year's unused personal leave.

15.2.2 Second and Subsequent Years of Employment

At the end of the second and subsequent years of employment, unused personal leave accrues by the lesser of:

60.8 hours moving to 76 hours after five years (or 64 hours, moving to 80 hours after 5 years, if the employee normally works 8 or more hours in a day) less the amount of sick leave and carer's leave taken;

or the balance of the year's unused personal leave.

15.2.3 Maximum Amount of Accumulated Personal Leave

Personal leave may accumulate to a maximum of 729.6 hours (or 768 hours if the employee normally works 8 or more hours a day).

15.3 Definitions

15.3.1 The term "immediate family" includes

spouse (including a former spouse, a de facto spouse and a former de facto spouse means a person of the opposite sex to the employee who lives with the employee as his or her husband or wife on a bona fide domestic basis. Spouse for the purpose of this Clause will also include same sex partners living on a bona fide domestic basis;

and child or an adult (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

15.3.2 Accumulated Personal Leave is personal leave accumulated under 15.1.2(a) and (b).

15.4 Sick Leave

15.4.1 Entitlement

The amount of personal leave an employee may take as sick leave hours depends on how long they have worked for the employer and accrues as set out in the following tables. Accumulated Personal Leave may be used for sick leave if the current sick leave entitlement is exhausted.

Length of time worked with the Employer	Rate of accrual of paid sick leave
Less than 1 month	0
1 month to less than 2 months	8
2 months to less than 3 months	16
3 months to less than 4 months	24
4 months to less than 5 months	32
5 months to less than 12 months	40

15.4.2 The Effect of Workers' Compensation

If an employee is receiving workers' compensation payments, they are not entitled to sick leave.

15.4.3 Employee must give notice

The employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty and as far as practicable state the nature of the injury or illness and the estimated duration of the absence.

If it is not reasonably practicable to inform the employer during the ordinary hours of the first day of such absence, the employee will inform the employer within 24 hours of such absence.

15.4.4 Evidence Supporting Claim

- The employee must, if required by the employer, establish by production of a medical certificate or statutory declaration, that the employee was unable to work because of injury or personal illness.
- 15.4.5 Single Day Absences
- An employee who has already had two paid sick leave absences in the year, the duration of each absence being of one day only, is not entitled to further paid sick leave in that year of a duration of one day only, without production to the employer of a certificate of a qualified medical practitioner which states that the employee was unable to attend for duty on account of personal illness or injury.
- An employer may agree to accept a Statutory Declaration in lieu of the required medical certificate.
- Nothing in this subparagraph limits the employer's right under 15.4.4
- 15.4.6 Broken Services
- If an employee is terminated by their employer and is re-engaged by the same employer within a period of six months, other than a casual basis, then the employee's unclaimed balance of sick leave shall continue from the date of re-engagement.
- 15.5 Bereavement Leave
- 15.5.1 Paid Leave Entitlement
- A full time employee is entitled to use up to 16 hours personal leave as bereavement leave on each occasion and on production of satisfactory evidence (if required by the employer) of the death of a member of the employee's immediate family or household.
- 15.5.2 Part time Employees
- A part time employee is entitled to take two days, up to a maximum of 16 hours bereavement leave on the same basis as prescribed for full time employees in subclause 15.5.1 except that leave is only available where a part time employee would normally work on either or both of the two working days following the death.
- 15.5.3 Unpaid Bereavement Leave
- Where an employee has exhausted all personal leave entitlements, including accumulated leave entitlements, they are entitled to take unpaid bereavement leave. The employer and employee should agree on the length of the unpaid leave. In the absence of agreement, a full time employee is entitled to take up to 16 hours unpaid leave, provided the requirements of clause 15.5.1 are met, and a part time employee is entitled to take up to two days unpaid leave, to a maximum of 16 hours, provided the requirements of clause 15.5.1 are met.
- 15.6 Carer's Leave
- 15.6.1 Paid Leave Entitlement
- An employee is entitled to use up to 40 hours personal leave each year to care for members of their immediate family or household who are sick and require care and support. This entitlement is subject to the employee being responsible for the care and support of the person concerned. In normal circumstances an employee is not entitled to take carer's leave where another person has taken leave to care for the same person.
- 15.6.2 Notice Required

- (i) When taking carer's leave the employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not reasonably possible to inform the employer during the ordinary hours of the first day or shift of such absence, the employee will inform the employer within 24 hours of such absence.
- (ii) The notice must include:
- the name of the person requiring care and support and their relationship to the employee;
- the reasons for taking such leave; and
- the estimated length of absence.
- (iii) The employee must, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that such illness requires care by another.

15.6.3 Unpaid Carer's Leave

An employee may take unpaid carer's leave by agreement with the employer.

Rationale And Structure Of The Personal Leave Provisions

First Year Of Employment Amount Of Leave		
5 days sick leave	38 hours (i.e. 5 days x 7.6 hours) where a 7.6 hour day is worked	or 40 hours (ie 5 days x 8 hours or more are worked per day)
plus 2 days Bereavement Leave	16 hours	16 hours
Total 7 days Personal leave	54 hours Where a 7.6 hour day is worked	or 56 hours where 8 hours or more are worked per day

Limits On The Various Types Of Personal Leave	
Maximum amount of Personal leave	54 hours or 56 hours (depending upon the hours of work arrangements in place)
Maximum amount of Sick leave	38 hours or 40 hours (depending upon the hours if work arrangements in place)
Maximum amount of Carer's leave	40 hours
Maximum amount of Bereavement leave	16 hours per occasion

Second & Subsequent Years Of Employment-Amount Of Leave		
8 days sick leave moving to 10 days	60.8 hours (ie 8 days x 7.6 hours) where a 7.6 hour day is worked, moving to 76 hours after five years	or 64 hours (i.e. 8 days x 8 hours or more are worked per day), moving to 80 hours after five years
Plus 2daysBereavement Leave	16 hours	16 hours
Total 10 days Personal leave	76.8 hours Where a 7.6 hour day is worked	or 80 hours where 8 hours or more are worked per day

Limits On The Various Types Of Personal Leave	
Maximum amount of Personal leave	76.8 hours or 80 hours (depending upon the hours of work arrangements in place)
Maximum amount of Sick leave	60.8 hours or 64 hours moving to 76 or 80 hours after five years (depending upon the hours if work arrangements in place)
Maximum amount of	40 hours

Carer's leave	
Maximum amount of Bereavement leave	16 hours per occasion

16. Parental Leave

Provisions of the NSW *Industrial Relations Act* 1996 will apply.

17. Jury Service

An employee required to attend for jury service during ordinary working hours shall be reimbursed by the Company an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the amount paid in respect of ordinary time the employee would have worked had the employee not been on jury service.

18. Union Membership and Elected Delegates

18.1 Transfield Service shall support the union parties to this Agreement by way of providing union membership information and providing for payroll deductions of union dues as authorised by employees.

18.2 Accredited Union Delegate

An employee appointed Union Delegate/s (Shop Steward) shall, upon official notification to Transfield Services, be recognised as the accredited representative of the Union to which they belong. An accredited Union Delegate shall be allowed necessary time during working hours to interview a representative of Transfield Services on matters affecting employees they represent.

19. Trade Union Training

Union Delegate (Shop Steward) nominated by their Union to attend a union sponsored training course will be granted up to five days leave (per annum) of absence without loss of earnings provided that:

Transfield Services receives at least two weeks notice of the nomination from the Union setting out times, dates, content and venue for the course.

The employee concerned can be released from duty by Transfield Services for the period of the course, without affecting normal operations.

Further Leave may be granted subject to agreement between the Parties. The accredited delegate will be entitled to paid leave to attend Industrial Relations Commission hearings.

20. Clothing and Personal Protective Equipment

20.1 It is a requirement that employees wear authorised Transfield Services issued clothing/uniform, and appropriate personal protective equipment including steel capped boots.

20.2 On engagement full time employees shall be issued with one pair of safety boots, four shirts, four trousers and one jacket

20.3 On an annual basis after twelve months continuous service from 1st December 2004 the Company will move to a points system that will ensure an appropriate allocation of clothing entitlement.

20.4 One winter jacket (For employment in the period 1 May - 1 September) will be provided every two years to employees. Where possible the jacket will be manufactured in Australia.

20.5 Employees who leave within the probationary period (8 weeks), shall reimburse the Company for clothing and personal protective equipment as per the letter of 'offer for employment'

- 20.6 Clothing and footwear provided by Transfield Services shall be replaced by the Company on a fair wear and tear basis after approval from the appropriate Supervisor/Team Leader.
- 20.7 It is a condition of employment that clothing/uniforms provided by the Company to employees shall be worn at all times during working hours. Employees failing to comply with this requirement will be managed through a counselling and disciplinary process.
- 20.8 Records of type of clothing issued to employees will be recorded by the Company.

21. Superannuation

- 21.1 Transfield Services shall contribute the statutory employer superannuation contribution to C Bus, NESS or other agreed and approved superannuation fund that complies with the Superannuation Guarantee Charge Act and Regulations on behalf of each eligible employee as defined in the regulations on a monthly basis.
- 21.2 The level of contributions will be in accordance with the levels prescribed by the act and varied from time to time.
- 21.3 Employees may voluntarily elect to contribute a proportion of their wages on a salary sacrifice basis to their nominated superannuation fund. To do so an employee is required to notify Transfield Services in writing and Transfield Services will deduct the authorised amount from the employee's pay and remit it to their superannuation fund.
- 21.4 From 1st July 2005 a co-contribution arrangement for superannuation will be available at the election of the employee. From 1st July 2005 where an employee makes a 3% voluntary contribution, the Company will contribute an additional 1% making a total Company contribution of 10%. The arrangement thereafter from 1st July 2006 would be, at the employee's election, a further contribution of 1%(4% in total), the Company would increase its contribution by 1% making a total Company contribution of 11%.
- 21.5 From 1st July 2007, at the employee's election, a further contribution of 1%(5% in total), the Company would increase its contribution by 1% making a total Company contribution of 12%.
- 21.6 The parties reserve their rights to bargain with respect to the issue of superannuation into the third year 1st July 2008 of the new Award, and the first year of the subsequent Award 1st July 2009.

22. Income Protection Insurance

Permanent Employees of Transfield Services engaged pursuant to this Agreement shall be provided with income Protection insurance under the following terms and conditions.

A qualifying period of 14 days.

The insurance cover benefits payable will be applied for a maximum period of two years.

Transfield Services will contribute up to 1.4% of an employee's gross earnings to an income insurance plan, subject to the following:

- (i) In the event that the claims experience requires a review of the insurance plan, the adjustment will be to the plan and not the Company's insurance premium.
- (ii) People accessing the insurance plan will agree to participate in the rehabilitation program, which includes assessment by the Company's nominated medical services provider and acceptance of that assessment.

23. Notice Boards

Transfield Services shall provide notice boards of reasonable dimensions to be located in prominent positions at the site upon which accredited Union Representatives shall be permitted to post formal union notices signed or countersigned by the representative posting them.

Any notice posted on a board not so signed or countersigned may be removed by an accredited representative or Transfield Services.

24. Employment Security

Security of Employment is important for improving working relationships, trust and co-operating with change. We do not want an environment where everyone is working in fear of losing their employment. We want an environment where people focus on doing jobs safely and well, implementing improvement actions, adapting swiftly to change and caring for the business. Real employment security will only be achieved by successful business performance. Working together in implementing change and improvement will maximise security for everyone.

It is not the Company's intention to have any forced retrenchments during the life of this Award.

While workplace change, new technologies and changes in operations will be ongoing, every opportunity will be taken to effect changes through voluntary means and natural attrition.

The parties agree that any changes in the area of employment shall be handled in the following manner:

1. Employees shall be offered other available positions where possible.
2. An employee's skills shall be further developed to improve flexibility.
3. Employee numbers shall be reduced if required by natural attrition.
4. Voluntary Retirement Schemes shall be used in preference to forced redundancies.

If the above steps do not resolve the situation, the Company shall enter into further discussions with the Union with a view of resolving the situation to the satisfaction of both parties.

Provided further that this clause will not apply to situations of loss or substantial change to contract scope.

25. Right of Entry

An Officer of the union shall have the right to enter in accordance with the *Industrial Relations Act 1996*(NSW) as the Act stands at the date of certification of this Award.

26. Employee Entitlements

Security of Employee Entitlements

1. The parties to this Award are committed to ensure that all the entitlements accruing to employees are secure.
2. Transfield Services has made available to the unions written advice from its Auditors confirming its financial status and its compliance with making adequate provision for employee entitlements. The company will also continue to provide the audited Financial Statements which confirms the adequacy of provision for employee entitlements. A group comprising of employee and management representatives will meet within one week of the Annual Report and consult on the financial position of the Company.

27. Abandonment of Employment

An employee absent from work for a continuous period of three working days without Company approval, and without notification to the Company, that employee shall be deemed to have abandoned their employment.

If after a period of two weeks from the last day of absence, the employee has not established a satisfactory reason for their absence and non-notification, the employee shall have their employment terminated.

28. Blood Donors

The Company will promote blood donations to its employees. The Company shall also pursue ways employees may actually donate blood with minimal disruption to the Business.

29. Anti - Discrimination and Harassment

The parties to this Award will not tolerate discrimination and harassment in the workplace and seek to achieve the objective in section 3 (f) of the *Industrial Relations Act* 1996 (NSW) to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age.

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

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

Nothing in this clause is to be taken to affect:

- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
- (b) offering or providing junior rate of pay to persons under 21 years of age;
- (c) any act or practice of a body established to promote religion which is exempted under section 56(d) of the *Anti-Discrimination Act* 1997 (NSW);
- (d) a party to this award from putting matters of lawful discrimination in any state of federal jurisdiction.

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

Notes:

Employers and Employees may also be subject to Commonwealth Anti-Discrimination legislation.

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

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

30. Duress

This Award has not been entered under duress by any of the Parties to the Award.

31. Transmission of Business

Where transmission of business occurs and affects employees covered by this Award, the Parties shall by an exchange of letter/s enter into correspondence that clearly outlines the benefits and entitlements due to employees, and how such entitlements shall be managed. Matters to be covered may include such items as annual leave, personal leave, superannuation, sick leave and redundancy.

32. Work Outside Port Kembla Steelworks

It is the intention of the business to enhance employment security by securing complementary work outside of Bluescope Steelworks. For work performed outside the scope of this Award the relevant terms and conditions of the appropriate State Award will apply.

33. Reserved Matters

Parental Leave

Hours of Work

33. Disputes Avoidance Procedure

The parties to this Award are committed to harmonious employee relations based on mutual trust, open communication and proactive consultation processes. Best endeavours will be used to resolve issues such as problems, questions, disputes, difficulties or concerns at all times and at the lowest possible level in the Company.

Any issue requiring resolution shall be dealt with in the following manner:

- i. Where an employee(s) has an issue, which has not been resolved in the normal course of business, they shall raise it with their Team Leader and both shall use their best endeavours to resolve it as quickly as possible.
- ii. Where an issue is directly relevant to a work area, it shall be discussed and every endeavour made to resolve it within the appropriate team.
- iii. Should the issue not be resolved as above within a sensible, mutually agreed timeframe, it shall be referred to and discussed with the Area Manager.
- iv. If not resolved, any of the Parties may raise the issue with the Operations Manager for resolution.
- v. If still unresolved, the matter may be referred to the relevant Union, which will discuss the matter with the Company.
- vi. Before the issue proceeds to the Industrial Relations Commission, the Company will ensure that its management and the union will ensure that its local Union Official has been involved in the process.
- vii. If still unresolved, the matter may be referred to the Industrial Relations Commission, by either party, for conciliation and/or arbitration in accordance with due process.

At all levels (i) to (v) inclusive of the above, the employee(s) may choose to have an accredited union representative or another employee in attendance.

While the above process is being pursued, work shall continue as normal (without bans and limitations).

The Parties to this Agreement may raise an issue to a higher level in the process at any time.

Levels (i) to (v) shall be completed within seven (7) working days.

34. Disciplinary Protocol

Agreed Process To Be Followed In The Event Of Potential Disciplinary Action Arising From An Oh&S Or Other Incident

The parties to this Agreement are: Transfield Services (Australia) Pty Ltd (BSL Port Kembla Alliance) ("the Company"); the Australian Workers Union, the Electrical Trades Union, the Australian Manufacturing Workers Union ("the Union").

The parties agree that:

In the event of an incident occurring that has potential disciplinary implications, the following process is agreed. Note that if the incident is of an OH&S nature the appropriate workforce OH&S Committee representative or the OH&S Committee Chairperson and the appropriate workforce representative will be involved in the investigation. If the incident is of a nature other than OH&S, the appropriate workforce representative will be involved in the investigation.

1. At the discretion of the employer, the employee (refer to Note 1 below) concerned may be removed from active duty and given alternate duties while the investigation takes place. In cases where the welfare of the employee or other personnel or workplace harmony may be compromised by the presence of the employee, the employer reserves the right to stand down with pay and remove from site the employee while the investigation takes place. In the event that an employee is stood down with pay in accordance with this clause, the stand down period will not be considered as part of any penalty that may or may not result following the conclusion of the appeal process. (Refer to Note 2 below for recommended communication actions at this point)
2. The investigation will involve the appropriate Company representatives and workforce representatives as indicated in the second paragraph above.
3. Once the investigation is completed, if disciplinary action (in the form of unpaid suspension or termination) is the Company decision, the Company will meet with the local area employee representative/s and the relevant Union Official/s to discuss the outcome before action is taken. If suspension or termination is not the decision of the Company, the Company agrees to advise the employee representatives and the union officials of the decision by some other appropriate form of communication.
4. During those discussions, all issues relevant to the incident will be discussed with a view to reaching an outcome that is satisfactory to both parties. At this time the Company will, without prejudice, make available to the delegates and/or union officials all such information pertaining to the incident and the disciplinary decision that it may legally do so. (Refer to Note 3 below for recommended communication actions at this point)
5. At this point, the employee and their representative/s may choose to exercise a right of local appeal by making representation to the Company and must notify the Company of its intention to do so.

If no appeal is forthcoming, the penalty will be administered immediately. If appealed, the employee and their representative/s must do so as quickly as possible, however in any case no more than 5 working days will be allowed for this process, at the sooner of which time, the resultant penalty will be administered. During the period of this appeal process, the employee will maintain the status that was determined in clause 1 above. (Refer to note 4)

6. Regardless of the penalty and the local appeal process, all employees agree to remain on the job without bans or limitations. Should the employee and his representative/s not be satisfied with the outcome of the local appeal process it is agreed that the employee and their representative/s will proceed to the final appeal process via the NSWIRC. Recommendations and/or directions resulting from this final appeal process will be accepted as final by all parties.

Following the conclusion of the investigation and possible local appeal process, management and appropriate employee representative/s will determine the most appropriate method of communicating the facts and outcomes to the workforce with the intent of preventing any possible industrial action.

This agreed process in no way inhibits either the Company, the employee or the Unions from exercising their rights under the terms and conditions of the Award or conditions of employment or any other relevant employment legislation.

The Parties agree that the sole purpose of this agreement is to improve Safety and Performance standards and communication while avoiding any Industrial Disputation, which is recognised as being detrimental to all Parties.

NOTES:

1. For the purposes of stand down or alternate duties only, clause one will apply equally to both monthly and weekly paid employees.
2. Following each serious incident the employer will, as soon as practical, facilitate a communication to all employees regarding the incident. It is intended that this communication will be advice that an incident has occurred, it's nature and that the agreed investigation protocol is preceding. This communication will be channelled through the recognised employee representative and supervisory networks.
3. The communication at this point may involve wider workplace representatives and is intended to provide more detailed information on the progress of the process, or in fact to communicate detailed outcomes.
4. Delaying the determined action in order to allow the appeal process to take place does not prejudice the rights of the Company to take such action, if required, once the appeal process has been completed.

P. J. CONNOR, Commissioner.

Printed by the authority of the Industrial Registrar.

(1618)

SERIAL C4350**TRANSFIELD SERVICES (AUSTRALIA) PTY LTD (PORT KEMBLA
STEELWORKS) MAINTENANCE AWARD 2006 - 2009**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Notification by Transfield Services (Australia) Pty Limited.

(No. IRC 234 of 2006)

Before Commissioner Connor

28 February 2006

AWARD**1. Title**

This Award shall be known as the Transfield Services (Australia) Pty Limited (Port Kembla Steelworks) Maintenance Award 2006 -2009.

2. Index

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3. Application and Parties Bound

This Award shall apply to Transfield Services (Australia) Pty Limited, all its employees employed in the classifications set out in Clause 9 of this Award, who are performing mechanical and electrical maintenance, modification, shutdown and engineering work at Bluescope Steel Port Kembla Steelworks and the unions party to this Award.

The Parties to this Award are:

Transfield Services (Australia) Pty Limited (ACN 093 114 553)

The Electrical Trades Union (ETU);

The Australian Manufacturing Workers Union (A.F.M.E.P.K.I.U.);

Australian Workers Union Port Kembla Branch (AWU); and

Employees of Transfield Services Australia Pty Ltd who are members or entitled to be members of the organisations detailed above and are engaged in classifications specified in Clause 9 of this Award.

4. Term of Award

- 4.1 This Award will come into operation on 28 February 2006 and shall wholly displace all other agreements and awards that would otherwise apply. This award rescinds and replaces the Transfield Services (Australia) Pty Ltd (Port Kembla Steelworks) Maintenance Award 2001 published 17 June 2005 (351 I.G. 919). The Award shall remain in place to 28 February 2009.
- 4.2 The Parties agree to commence negotiations for a successor Award three (3) months prior to 28 February 2009.
- 4.3 The Parties to this Award shall not pursue any extra claims as per the period nominated in Clause 4.1. & 4.2.

5. Objectives of Award

The objectives of this Award are to:

Enable the company to perform work in the area covered by the Agreement in a productive, efficient and orderly way, and

Provide appropriate remuneration and conditions of employment for employees working under the terms of the Agreement.

Encourage employees to work in a productive, efficient, flexible and safe way in accordance with their full skill and competence to meet the requirements of the employer and its client.

6. Intent

The intent of this award to create an environment that enables employees to work together in a cooperative manner.

7. Performance Initiatives

The Parties recognise the financial performance of the Company and their respective futures, prosperity and employment security are inextricably linked. There are a range of issues that represent opportunities to enhance the Company's performance in the areas of health and safety, Company and employee relationships, learning and development, quality, productivity, efficiency, flexibility, cost effectiveness and achievement of contractual Performance Targets.

7.1 Continuous Improvement and Innovation

The Parties to this Award are committed to the philosophy of continuous improvement and innovation through effective people and business management. Employees will be encouraged to contribute not only through effort but also through good ideas. We will also promote the concept of employees challenging decisions where there maybe better ways of doing things.

7.2 Occupational Health and Safety

This clause is to be read in conjunction with the NSW OH&S Act 2000.

The parties to this agreement abhor the loss of life, sickness and disability caused at work. The parties agree to the establishment of health and safety committees in each workplace and the recognition of rights and training for health and safety representatives.

The parties are committed to pursuing the best means of safeguarding and improving the working life and health of employees.

The employer may, from time to time, issue regulations designed to increase safe working practices and conditions. On a variety of projects and sites where the employer undertakes work and regulations and the policies and practices of the employer are in force concerning safety restrictions, it is an express condition of employment of all employees covered by this Award that such regulations as are issued from time to time will be strictly observed. It is recognised by the parties to this Agreement that failure to observe these regulations can be grounds for instant dismissal. It shall be the duty of the employers to ensure that each employee is made aware of the regulations in force on the project or site on which such employee works. Employees will assist contractors in the implementation of safety programs, which are based on continuous improvement.

7.3 Consultative Committee

The parties agree to establish a consultative committee to assist the parties improve productivity, efficiency and to provide for the effective involvement of employees in the decision making process. The committee will consist of an equal number of company and union representatives and the parties will work to set up their own charter on establishment.

The objectives of the committee are to investigate, determine, and make recommendations on matters including but not limited to:

- (i) Introduction of new technology
- (ii) Changes to work organisation
- (iii) Expansion and investment
- (iv) Quality
- (v) Productivity improvement
- (vi) new management practices

Union representatives will have an open invitation to participate in the committee and will have adequate time and access to the employees they represent:

- (i) prior to the Committee meetings to prepare for agenda items
- (ii) Following Committee meetings to report back, when necessary, on issues discussed.

Committee members will be provided with all relevant information and access to documentation and data pertaining to the subject matter in order to assist the consultative process, except where the company is unable to do so for privacy or confidentiality reasons.

7.4 Apprenticeships

The Company supports the philosophy of apprenticeships. This is seen as an investment for the future. It benefits the apprentice, the community and the business. It is the intent of the Parties to pursue the introduction of an Apprenticeships program involving Transfield Services.

7.5 Equal Employment Opportunity

The Parties agree to comply with and promote the principles of equal opportunity legislation.

8. Contract of Employment

The Parties to this Award are committed to the philosophy of full time employment, but also recognise that to be competitive alternative work arrangements will be required. Casual, part time and fixed term employees will be balanced with the needs of the Business. In short term situations such as shut downs, specialised work, and emergency work, alternative employment arrangements will be introduced.

8.1 Nature of Employment

Employment may be casual, part-time, full-time, or fixed term as is specified in the formal Letter of Offer of Employment. Employees shall perform work according to the following conditions:

By arrangement, employees shall work the ordinary working hours according to the work roster as the business needs may require from time to time as identified in Clause 11 of this Award.

Employees are expected to work reasonable overtime as required by the Company in addition to the rostered ordinary working hours.

Employees must use such protective clothing and equipment provided by the Company for specific circumstances.

Employees must comply with safety requirements of the Company.

8.2 Types of employment

8.2.1 Full Time Employment

An employee who has not been specifically employed on a part time or casual basis shall be deemed to be employed full time. Transfield Services shall not contract outside of this Award. In other words there will be no other forms of employment for employees bound by this Award except for those contained within Clause 8 of this Award (eg. no individual contracts, Australian Workplace Agreements or Prescribed Payment Systems).

8.2.2 Fixed Term Employment

The introduction of fixed term employment may be agreed between the parties to suit the circumstances of the business.

8.2.3 Part Time Employment

By mutual agreement between the Parties, an employee who is employed on a part-time basis shall be offered a fixed number of hours of not less than 12 hours in any one week period, and not more than 37.5 hours in a one week period, as agreed and confirmed in writing at the time of engagement or as varied by consent thereafter. A part time employee shall be entitled to all leave

benefits contained in this Award on a pro-rata basis. The hourly rate for a part time employee shall be calculated by reference to the applicable hourly rate contained in Clause 9 of the Award.

8.2.4 Casual Employment

A casual employee is one engaged for a minimum period of one (1) day and paid as such. A minimum of four (4) hours per day will apply where work is not available due to reasons beyond the control of the employer. The engagement of a casual may be terminated at any time upon one hours notice or by payment in lieu. Employees engaged as casuals for a continuous period of six (6) weeks will be entitled to full time employment and shall be advised in writing of such by the Company. A casual employee shall not be employed for more than six (6) weeks continuously. Consultation and agreement may extend this period of engagement with employee representatives.

Casual employees working ordinary time shall be paid 1/38th of the weekly wage, prescribed in Clause 9 of the Award, for each hour worked. A casual employee shall not be entitled to any leave, public holidays, notice or severance benefits contained in this Agreement but shall receive in lieu a loading of 25% of the ordinary rate of pay.

Unless there is an agreement between the parties, casual employees will only be employed when unplanned, unexpected changes in the workload or planned peak requirements require a short-term increase in the number of employees.

8.3 Apprentices

Where apprentices are employed directly by the Company, then the conditions of this Award shall apply except for remuneration, which is specified as a percentage of the trade rate at 100%. The specific percentages to apply are as follows:

First Year Apprentice	42%
Second Year Apprentice	55%
Third Year Apprentice	75%
Fourth Year Apprentice	88%

Where the Company employs a new 'adult employee apprentice' (21 years of age or more), then that employee shall be remunerated at the 85% wage rate of a trades person for the term of the apprenticeship until overtaken by the Apprenticeship rate.

For existing adult employees who through Company approval undertake an adult apprenticeship will be paid at their current classification rate.

8.4 Probation

The continued employment of full time and part time new employees (other than a casual employee) will be subject to the satisfactory completion of eight weeks on the job probationary period. During that time, probationary employees shall be provided with feedback on a monthly basis as how they are performing. At the conclusion of the probationary period the Company shall either confirm the employee's continued employment or terminate the employment of the employee in consultation with the work team. Provided that during the probationary period the employment of a probationary employee may be terminated by either party on the giving of notice of one week.

8.5 Performance of Duties

Transfield Services may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this Award provided that such duties are not designed to promote de-skilling, and payment will be in accordance with the classification structure.

8.6 Absence without Pay

Any employee not attending for duty shall not be paid for the actual time of such absence unless the absence is in accordance with paid leave contained in this Award and has been authorised.

8.7 Termination of Employment

Notice for termination or dismissal of employment will be in accordance with the following:

Period of Continuous Service	Notice Period
More than 1 month but less than 1 year	At least 1 week
More than 1 year but no more than 3 years	At least 2 weeks
More than 3 years but no more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

Note:

Payment in lieu of notice shall be made if the appropriate notice period is not given. The notice of termination required to be given by an employee shall be the same as that required of an employer. By mutual agreement, the parties may enter into an arrangement that suits either party with a minimum notice period of not less than one (1) week. An employee required to work during their notice period shall have that amount deducted whilst not at work during the notice period as required by the Company. (Notice period is increased by one week if an employee is over 45 years of age, subject to having completed at least two (2) years continuous service with the employer.

8.8 Redundancy Provisions

Redundancy means when a position is surplus to the needs of the Business, and where there is no alternative employment for the person/s occupying that position/s. Employees who choose to terminate their employment are not eligible for Redundancy and summary dismissal does not entitle employees to a Redundancy payment. The following provisions shall apply:

Period of Continuous Service	Redundancy Pay	
	Employee is under 45 Years of Age	Employee is 45 Years or More
Less than 1 year	Nil	Nil
At the completion of one (1) year	4 Weeks	5 Weeks
At the completion of two (2) years	7 Weeks	8.75 Weeks
At the completion of three (3) years	10 Weeks	12.5 Weeks
At the completion of four (4) years	12 Weeks	15 Weeks
At the completion of five (5) years	14 Weeks	17.5 Weeks
At the completion of six (6) years or more	16 Weeks	20 Weeks

Transfield Services has the right to dismiss an employee without notice for gross misconduct on the employee's part, which justifies summary dismissal.

In the event of summary dismissal, payment will be made up to the time of dismissal only. For example, theft of company property, violence against an employee or employer, vandalism or destruction of company property or other such matters warranting instant dismissal

8.9 Recovery of Monies Owed

It is agreed that in the event of an employee's employment being terminated for any reason, any monies advanced to the employee by Transfield Services shall be recovered by the Company from any accrued entitlements owing to the employee and in accordance with the law.

8.10 Stand Downs

The Company is entitled to deduct payment for any day on which an employee cannot be usefully employed through any cause which the employer could not reasonably have prevented such as power and fuel shortages.

8.11 Facilities

Transfield Services shall provide on-site facilities for its employees. These facilities shall be made available to all employees and comply with all relevant policies of Transfield Services and prevailing laws.

8.12 Transport of Employees

It is a condition of employment that all employees ensure they transport themselves to and from work. Employees are responsible for getting to and from work whether by personal or public transport. An employee without personal transport working overtime without notification on the previous day, and with no access to public transport, shall be transported to their place of residence, or to a place where public transport is available.

9. Wages and Allowances

An employee's remuneration shall be as provided for in this Award and notified to prospective employees in the Letter of Offer of Employment.

9.2 The following wage rates will be paid (for the performance of a 38-hour week) for the respective classifications from the first pay period commencing on or after the specified date.

9.2.1 Classification Structure - Maintenance Worker (MW)

Classification	Current	1ST July 2006 (4.5%)	1st July 2007 (4%)	1st July 2008 (2%)	1st January 2009 (2%)
	\$	\$	\$	\$	\$
MW1	825.25	862.40	896.90	914.85	933.10
MW 2	873.45	912.75	949.30	968.25	987.60
MW 3	920.50	961.90	1000.40	1020.40	1040.80
MW 4	973.45	1017.30	1058.00	1079.15	1100.75
MW 5	1015.60	1061.30	1103.75	1125.80	1148.35
MW 6	1057.75	1105.35	1149.55	1172.55	1196.00
Note: The above rates are inclusive of all allowances, except a \$46.06* per week licence fee for Licensed Electrician, Leading Hand Allowance (Clause 9.3), Meal Allowance (Clause 11.3), Dirty Work, Heat Money and Power House Allowance (Clause 9.2.4) Confined Space Allowance (Clause 9.2.3), and a First Aid Allowance as specified in Clause (9.2.2). These allowances will increase in 2005 and 2006 in accordance with the percentage wage increases.					

Electrical Licence

The license allowance is set at \$48.13 to reflect a pre-existing trade relativity on site for maintenance activities. This is an all purpose allowance that will be amended in line with the percentage wage increases as listed above.

Current	1/7/06 (4.5%)	1/7/07 (4%)	1/7/08 (2%)	1/1/09 (2%)
\$48.13	\$50.30	\$52.30	\$53.35	\$54.40

Performance Based Bonus:

In addition to the rates above a performance based payment bonus system, up to 3% payment for all hours worked (ordinary time plus overtime) will apply. This payment will be made on a quarterly basis. Key Performance Indicators that are appropriate and achievable will determine the performance based payment system.

9.2.2 First Aid Allowance

An employee who is appointed by the Company to render first aid, and holds a current recognised and accredited first aid certificate shall be paid an allowance of \$10.80 per week up to 30/6/07 and \$11.70 thereafter.

9.2.3 Confined Space Allowance

A confined space allowance of 60c per hour up to 30/6/07 and 65cents per hour thereafter will be paid in the following manner. A "Confined Space", means a compartment, space or a place the dimensions of which necessitate an employee working in a stooped or otherwise cramped position or without proper ventilation and subject thereto includes such a space -

- (a) In the case of locomotives inside the barrels of boilers, fire boxes, water spaces of tenders, side tanks, bunker tanks, saddle tanks or smoke boxes
- (b) In other cases inside boilers, steam drums, mud drums, fire boxes or vertical or road vehicle boilers, furnaces, flues, combustion chambers, receivers, buoys, tanks, super heaters or economisers.

9.2.4 Dirty Work And Powerhouse Allowance

Employees engaged in an unusually dirty or offensive capacity will be paid .41 cents per hour up to 30/6/07 and 44cents per hour thereafter. For this allowance to apply the parties will finalise a document under which this allowance will apply having regard to previous site application.

Heat Money will apply when work is performed in places where the temperature is raised by artificial means above 49 degrees Celsius. Employees whilst so engaged on work will receive an additional amount of 41cents up to 30/6/07 and 44 cents per hour thereafter.

Employees working and carrying out repairs or maintenance in rotary converter and/or static substations which are in regular operation will be paid a Powerhouse Allowance for all hours worked up to 30/6/07 of 60cents per h up to 30/6/07 and 69cents per hour thereafter.

9.2.5 All Other Allowances

The rates of pay as per the Classification Structure are inclusive of all other allowances except for the Electrical Licence (Clause 9.2.1), First Aid Allowance (Clause 9.2.2), Confined Space Allowance, Dirty Work Allowance and Leading Hand Allowance (Clause 9.3). The rates of pay (Clause 9.2.1) includes but is not limited to the following allowances:

Supplementary Payment

Special Allowance

Industry Allowance

AIS Allowance

Tool Allowance

9.2.6 Classification Descriptions

The following classification structure is to be applied to employees for skills acquired and utilized.

Maintenance Worker 1 (MW1)

This band includes Trade Assistants and other Non-Trade employees such as Forklift Drivers and Dogmen.

Maintenance Worker 2 (MW2)

This band includes Non Trades employees such as but not limited to:

Certified Riggers/Scaffolders

Crane Drivers (9t <15t, 16t <40t)

Beltmen

Maintenance Worker 3 (MW3) - 100%

This is the entry band for trades employees such as but not limited to:

Electrician

Boilermaker

Fitter

Welder (All Certificates)

Machinist

Maintenance Worker 4 (MW4) - 105%

MW4 applies to skills acquired and utilized on the job.

- (i) Three appropriate modules in addition to the training requirements of MW3 level or;
- (ii) Three appropriate modules towards an Advanced Certificate; or
- (iii) Three appropriate modules towards an Associate Diploma; or
- (iv) Any training which a registered provider (eg TAFE) or by a State Training Authority has been recognised as equivalent to an accredited course which the appropriate industry board recognises for this level. This can include advanced standing through recognition of prior learning and/or overseas qualifications; or
- (v) Will have skills equivalent to the above gained through work experience subject to competency testing to the prescribed standards.

The following indicative tasks apply to a Tradesperson at Level MW4.

Exercise the skills attained through completion of the training/work experience prescribed for this classification;

Exercises discretion within the scope of this grade;

Works under limited supervision either individually or in a team environment;

Understands and implements quality control techniques;

Provides trade guidance and assistance as part of a work team;

Exercise trade skills relevant to the specific requirements of the enterprise at a level higher than Engineering Construction Tradesperson Level 1.

Maintenance Worker 5 (MW5) - 110%

MW5 applies to skills acquired and utilized on the job.

Six appropriate modules in addition to the training requirements of MW3; or

Six appropriate modules towards an Advanced Certificate; or

Six appropriate modules towards an Associate Diploma; or

Any training which a registered provider (eg TAFE) or by State Training Authority has been recognised as equivalent to an accredited course which the appropriate industry training board recognises for this level. This can include advanced standing through recognition of prior learning and/or overseas qualifications; or

Will have skills equivalent to the above gained through work experience subject to competence testing to the prescribed standards.

The following indicative tasks apply to a Tradesperson at Level MW5.

1. Exercise of skills attained through completion of the training/work experience prescribed for this classification;
2. Provides trade guidance and assistance as part of a work team;
3. Assists in the provision of training in conjunction with supervisors and trainers;
4. Understands and implements quality control techniques;
5. Works under limited supervision either individually or in a team environment;
6. Interact with work groups to ensure job completion to target quality workmanship and guidance for others.

Exercises precision trade skills using various materials and/or specialised techniques;

Performs operations on a CAD/CAM terminal in the performance of routine modifications to the NC/CNC programs;

Installs, repairs and maintains, tests, modifies, commissions and/or fault finds on complex machinery and equipment which utilises hydraulic and/or pneumatic principles and in the course of such work, is required to read and understand hydraulic and pneumatic circuitry which controls fluid power systems;

Works on complex or intricate circuitry which involves examining, diagnosing and modifying systems comprising inter-connected circuits;

Maintenance Worker 6 (MW6) -115%

MW 6 applies to skills acquired and utilized on the job.

- (i) nine appropriate modules in addition to the training requirements of MW3; or
- (ii) nine appropriate modules towards an Advanced Certificate; or
- (iii) nine appropriate modules towards and Associate Diploma; or
- (iv) any training which a registered provider (eg TAFE) or by State Training Authority has been recognised as equivalent to an accredited course which the appropriate industry training board recognises for this level. This can include advanced standing through recognition of prior learning and/or overseas qualifications; or
- (v) will have skills equivalent to the above gained through work experience subject to competence testing to the prescribed standards.

The following indicative tasks apply to a Tradesperson at Level MW6.

1. Exercise the skills attained through completion of the training/work experience prescribed for this classification;
2. Exercise discretion within their level of training;
3. Is able to provide trade guidance and assistance as part of a work team;
4. Provides training in conjunction with supervisors and trainers;
5. Understands and implements quality control techniques;
6. Works under limited supervision either individually or in a team environment;
7. Can schedule and coordinate maintenance work for teams including down day programme development and execution for a maintenance task team.

Exercise high Precision Trade Skills using various materials and/or specialised techniques;

Works on machines or equipment which utilise complex mechanic or hydraulic and/or pneumatic circuitry and controls or a combination thereof;

Works on machinery or equipment which utilise complex electrical/electronic circuitry and controls;

Works on instruments which make up complex control system which utilises some combination of electrical/electronic mechanical or fluid power principles;

Applies advanced computer numerical control techniques in machining or cutting or welding or fabrication;

Exercise intermediate CAD/CAM skills in the performance of routine modification to programs;

Working on complex or intricate interconnected electrical circuits at a level above MW5;

Working on complex radio/communication equipment.

9.3 A Leading Hand rate (all purpose) shall be paid as follows:

The following payment is an allowance only paid whilst an employee has been selected as a Leading Hand.

	Up to 30/6/07	From 1/7/07
Leading Hand	\$41.60 per week	\$45.00 per week
Relief Leading Hand	\$8.32 per shift	\$9.00 per shift

Leading Hands whilst in the role shall have the Leading Hand rate recognised on a pro-rata basis when calculating service entitlements.

9.3.1 A Staff Relief Allowance (all purpose) will be paid at the rate of MW6 plus \$60 up to 30/6/07 and \$64.90 per week thereafter. Staff relief is defined as a circumstance where employees are requested to step up to perform the full scope of the role can be obtained from the relevant staff members' position description.

9.4 Mixed Functions

An employee engaged for more than two (2) hours on any day or shift carrying a higher rate than their classification shall be paid the higher rate for such day or shift. If engaged for two (2) hours or less during one day or shift the higher rate shall be paid for actual time worked.

9.5 Payment of Wages

All earnings shall be paid to employees by electronic transfer on a weekly or fortnightly basis into a bank account or other financial institution nominated by the employee.

Details of payment to employees on pay slips shall contain the following information:

Name of employee

Classification of the employee and reference number

Date of payment (including period of payment)

Classification rate (hourly)

Hours of work (normal and overtime)

Allowances

Deductions (such as union, salary sacrifice)

Annual Leave balance of hours

Special Payments (such as Annual Leave Payment)

Long Service Leave payments

9.6 Payment on Termination

Upon termination of employment, wages due to an employee shall be paid on the day of such termination, or forwarded to them by post or electronic fund transfer on the next working day.

9.7 Waiting Time

An employee kept waiting for his/her wages on site on pay day, for other than circumstances beyond the control of the employer, for more than a quarter of an hour after the usual time of ceasing work shall be paid overtime rates after the quarter hour with a minimum of a quarter per hour payment.

10. Working Arrangements

10.1 Hours of work

The ordinary hours of work shall be 38 hours per week which will generally be worked in 8.0 hour days between 0600 (6.00 am) and 1800 (6:00pm) hours, Monday to Friday. The ordinary hours of work may also be worked in other configurations as mutually agreed between the employees concerned and Transfield Services subject to work patterns meeting the Company's operational requirements and the needs of the business.

Where there is a need to vary the pattern of working the ordinary hours of work, the Company and the work team shall consult on the variation. Failing agreement, the Company shall give that work team and/or individual employees concerned two day's (48 hours) notice of the variation.

By agreement between the parties, hours may be varied either way by one hour.

Provided that, where the employer and the majority of employees concerned agree, a roster system may operate on the basis that the weekly average of 38 ordinary hours is achieved over a period, which exceeds 28 consecutive days.

10.1.1 Extensive Hours of Work

The Parties recognise that long working days on a regular basis may not be conducive to a safe, healthy and productive work environment. Where hours on any day worked exceed twelve consecutive hours they shall be subject to:

Working within the Occupational Health and Safety Guidelines of the ACTU Code of Conduct regarding twelve (12) hour shifts

Proper health monitoring procedures being adopted

Suitable roster arrangements

Effective support from management

10.1.2 Daylight Saving

When daylight saving comes into effect or is discontinued, employees shall be paid by the time of the clock at the commencement and conclusion of their shifts. Night shift employees who are at work when the clocks are altered will either work one hour longer for no additional pay or one hour less for the same pay.

10.2 Shift Work

"Shift Work" means shift work scheduled for five consecutive workdays or more, Monday to Friday inclusive.

The Company through consultation with work teams can direct employees to work shift work as required, and the employees shall work the shift work as directed. The time of commencing and finishing shifts once having been determined may be varied by agreement between the Company and the majority of employees concerned to suit the business or, in the absence of agreement, by 48 hours notice of alteration given by the Company to the employees.

Where shifts fall partly on separate days, the day that has the major portion of the shift shall be recognised. Where shifts fall partly on a holiday, the shift that has the major portion falling on the public holiday shall be regarded as the holiday shift.

10.2.1 Afternoon Shift

"Afternoon" Shift means any shift finishing after 6.00pm and at or before midnight. Employees working on afternoon shift shall be paid a loading of 50% calculated on the employee's base rate of pay for ordinary hours only.

10.2.2 Night Shift

"Night Shift" means any shift finishing subsequent to midnight and or before 8.00am. Employees working on night shift shall be paid a loading of 50% calculated on the employee's base rate of pay for ordinary hours only.

Provided that, where the employer and the majority of employees concerned agree, a roster system may operate on the basis that the weekly average of 38 ordinary hours is achieved over a period which exceeds 28 consecutive days.

10.2.3 Rostered Shift

A "Rostered Shift" means a shift of which the employee concerned has had at least 48 hours notice, or has otherwise agreed to work.

10.2.4 Shift Rosters

Shift rosters shall specify the commencing and finishing times of ordinary hours of the respective shifts. Where shifts are broken penalties shall be applied as per overtime entitlements.

10.2.5 Broken Shift

An employee who works on broken shift which does not continue for at least five (5) successive shifts, hours shall be paid for each shift 50% for the first two hours and 100% for the remaining hours.

10.3 Rotating Permanent Shift Work

The Parties will discuss, and by mutual agreement shall develop a criteria and set of conditions for the introduction seven day Rotating Permanent Shift Work.

10.4 Rostered Break Between Shifts

When overtime is worked it shall, where ever reasonably practicable, be so arranged that a employee has at least ten consecutive hours off duty between the work of successive days. An employee (other than casual employees) who works so much overtime between the completion of the ordinary hours worked on any day and the commencement of ordinary hours on the next day that the employee has not had at least ten consecutive hours off duty between those times shall, subject to this sub-clause, be released after completion of such overtime and not required to recommence work until the employee has had ten consecutive hours off duty without loss of pay for ordinary working time rostered during such absences.

If on instructions by the Company, an employee resumes or continues to work without having had ten (10) consecutive hours off duty, the employee shall be paid at double time until the employee is released from duty for such period and the employee shall then be entitled to be absent until the employee has had ten (10) consecutive hours off duty without loss of pay for ordinary hours during such absences.

10.5 Overtime

Work performed outside of ordinary hours shall be deemed to be overtime and paid (excluding shift work) as follows:

Monday to Friday - time and a half for the first two hours and double time thereafter

Saturday - time and a half for the first two hours and double time thereafter. Any hours worked after 12 noon on Saturday will be paid at double time.

Sunday - at double time.

Public Holidays - at double time and a half.

The penalties mentioned above shall be applied to 1/38th of the base weekly rates as defined in Clause 9.

10.5.1 Shift Workers - Payment for Saturday, Sunday, Public Holidays and Overtime

A shift employee working on a Saturday, Sunday, public holiday or on overtime will be paid as follows:

Saturday work - time and a half

Sunday work - double time

Public Holiday work - double time and a half

Overtime worked other than Sundays or public holidays - time and a half for first two hours and double time thereafter

10.6 Rostered Days Off (RDO)

The ordinary hours of work shall be rostered to provide employees with one Rostered Day Off per month (normally the fourth Friday in a four week cycle).

The RDO's may be scheduled as mutually agreed between the employee and the Area Manager to suit the need of the business. The RDO's may also be taken on alternative days by individual agreement for personal/operational needs. If agreement cannot be reached employees may be directed to use any day/s of accumulated RDO, provided 48 hours notice is given to the employee.

RDO's may be accrued to a maximum of five days unless previously agreed with the Area Manager.

Where an RDO falls on a Public Holiday the next working day shall be taken as the RDO or may be taken as mutually agreed between the employee and the Company.

10.7 Call Back

Where an employee is recalled to work after leaving the workplace the following shall apply:

The employee shall be paid for a minimum of four hours at the rate of time and half for the first two hours and double time thereafter (or double-time for the full period for continuous shift workers). (Weekend call out will be paid at the relevant overtime rate). There are number of conditions which apply to this provision:

If the employee is recalled on more than one occasion between the termination of their ordinary work on one day and commencement of their ordinary hours on the next ordinary working day, the employee shall be entitled to the four hours minimum overtime payment. However, in such circumstances it is only the time which is actually worked during previous call or calls which is to be taken into account when determining the rate for subsequent calls.

The employee will not be required to work the full four hours if the job in question is completed within a shorter period.

An employee called in prior to 3.00am will continue to be paid penalty rates leading into scheduled ordinary hours and for the duration of the shift, unless the employee is offered the opportunity to go

home for reasons of health and safety, in which case the employee would be paid at ordinary time for completion of shift.

Overtime worked in this clause is not to be regarded as overtime for the purpose of 10.4 rest periods after overtime, when the actual time worked is less than three hours on the call back or each subsequent call back.

10.7.1 Breakdown/Callout Procedure outside of Normal Working Hours

On Friday 28th October 2005 the Parties to this Award put forward a proposal for endorsement by the employees covered by the Award. The proposal was titled the:

Breakdown/Callout Procedure outside of Normal Working Hours

The proposal was endorsed by a valid majority of employees on the following grounds:

That the procedure as presented to the meeting on 28th October 2005 and subsequently endorsed by the meeting be tendered before the Commission on 7th November 2005;

That the Award be varied so as to incorporate this facilitative provision (10.7.1) recognising the abovementioned procedure;

That if at any time during the life of this Award it is necessary for the Parties to vary the procedure by consent, then any variation/s will only have application after they have been documented and endorsed by a properly constituted Delegates meeting and approval has been given by all the Union Organisations party to the Award; and

All employees covered by the Award receive a copy of the variation of the procedure within seven (7) days after its approval by all the Organisations.

10.8 Stand By

Where an employee is requested by the Company to regularly hold himself/herself in readiness to work after ordinary hours, the employee is to be paid standing by time at the employee's rate of pay for the time he/she is standing by.

Where an employee is called in to work without prior notification of having to stand by in readiness to work after ordinary hours, a stand by payment shall not be made. Payment shall be as per Clause 10.7 (Call Back).

This provision does not apply to employees in receipt of the staff relief allowance. Nor does it apply to employees who voluntarily make themselves available for overtime call outs.

11. Meal Breaks

- 11.1 A minimum 30 minute unpaid meal break shall be taken at a time convenient to the operations and the business, as near as practicable to the middle of the day or shift, respectively. Employees shall be entitled to a paid ten minute morning break each weekday.
- 11.2 Employees shall be paid at overtime rates for all time worked in excess of five hours without commencing an uninterrupted meal break or crib break due to the requirements of the employer.
- 11.3 Employees required to work more than a 10-hour shift shall be entitled to a 20 minute crib break and to a further crib break in respect of each completed four hours of overtime after the initial eight hours (exclusive of the crib break), if they are to continue work after such four hours. Employees not notified the previous day shall be paid \$10.00 (meal allowance) up to 30/6/07 and \$10.80 thereafter to purchase each meal at crib time.

- 11.4 Employees required to work overtime not continuous with ordinary hours shall be entitled to a crib break in respect of each completed four hours of overtime (exclusive of crib break) if they are to continue after such four hours.
- 11.5 Employees who agree not to take a crib break to which they are entitled but continue to work instead, without taking the crib time of 20 minutes and continuing to work for a period of two (2) more hours or more, shall be regarded as having worked 20 minutes more than the time worked and paid accordingly.
- 11.6 The crib break referred to herein may be taken in relays so as not to have a significant impact on operations and so long as they do not exceed 20 minutes in duration and shall be paid at ordinary time rates for the first crib and without deduction of pay thereafter.
- 11.7 If an employee has provided a meal or meals on the basis that he or she has been given notice to work overtime and the employee is not required to work overtime, the employee shall be paid the prescribed meal allowance if the meal has become spoilt/surplus.

12. Annual Leave

The provisions of the NSW *Annual Leave Act* 1944 shall apply.

13. Public Holidays

The following days shall be prescribed public holidays for the purposes of this Award where days are gazetted by the NSW Government as substitution or in addition to the following days those days shall apply.

New Years Day

Australia Day

Good Friday

Easter Saturday

Easter Monday

Anzac Day

Queens Birthday

Labour Day

Christmas Day

Boxing Day

Employees will be entitled to a picnic day on a day agreed by the parties.

14. Long Service Leave

The provisions of the NSW *Long Service Leave Act* 1955 shall apply.

From the 1st December 2004, the Company will commence accruing Long Service Leave benefits for employees at the rate of 1.3 weeks accrual for each completed year of service thereafter. Any accrual up to and including 30th November 2004 will be the current rate of 0.8667 weeks for each completed year of service. Entitlements become available in accordance with the Act.

15. Personal Leave

15.1 Amount of Paid Personal Leave

15.1.1 Paid personal leave is available to an employee when they are absent:

due to personal illness or injury (sick leave)

for the purposes of caring for an immediate family or household member who is sick and requires the employee's care and support (carer's leave)

for bereavement on the death of an immediate family or household member (bereavement leave).

15.1.2 The amount of personal leave to which an employee is entitled depends on how long they have worked for the employer and accrues as follows:

- (i)
- | Length of time worked for the employer | Personal Leave (Hours) |
|----------------------------------------|------------------------|
| Less than 12 months | 54 |
| 1 year to 5 years | 76.8 |
| 5 years or more | 92 |
- (ii) Provided that an employee who normally works 8 or more hours a day so as to provide a rostered day(s) off in a work cycle in accordance with clause 6.1.4 is entitled to the following amount of personal leave:

Length of time worked for the employer	Personal Leave (Hours)
Less than 12 months	56
12 months to 5 years	80
5 years or more	96

15.2 Accumulation of Personal Leave

15.2.1 First Year of Employment

At the end of the first year of employment, unused personal leave accrues by the lesser of:

38 hours (or 40 hours if the employee normally works 8 or more hours in a day) less the amount of sick leave and carer's leave taken during the year;

or the balance of the year's unused personal leave.

15.2.2 Second and Subsequent Years of Employment

At the end of the second and subsequent years of employment, unused personal leave accrues by the lesser of:

60.8 hours moving to 76 hours after five years (or 64 hours, moving to 80 hours after 5 years, if the employee normally works 8 or more hours in a day) less the amount of sick leave and carer's leave taken;

or the balance of the year's unused personal leave.

15.2.3 Maximum Amount of Accumulated Personal Leave

Personal leave may accumulate to a maximum of 729.6 hours (or 768 hours if the employee normally works 8 or more hours a day).

15.3 Definitions

15.3.1 The term "immediate family" includes

spouse (including a former spouse, a de facto spouse and a former de facto spouse means a person of the opposite sex to the employee who lives with the employee as his or her husband or wife on a bona fide domestic basis. Spouse for the purpose of this Clause will also include same sex partners living on a bona fide domestic basis;

and child or an adult (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

15.3.2 Accumulated Personal Leave is personal leave accumulated under 15.1.2(a) and (b).

15.4 Sick Leave

15.4.1 Entitlement

The amount of personal leave an employee may take as sick leave hours depends on how long they have worked for the employer and accrues as set out in the following tables. Accumulated Personal Leave may be used for sick leave if the current sick leave entitlement is exhausted.

Length of time worked with the Employer	Rate of accrual of paid sick leave
Less than 1 month	0
1 month to less than 2 months	8
2 months to less than 3 months	16
3 months to less than 4 months	24
4 months to less than 5 months	32
5 months to less than 12 months	40

15.4.2 The Effect of Workers' Compensation

If an employee is receiving workers' compensation payments, they are not entitled to sick leave.

15.4.3 Employee must give notice

The employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty and as far as practicable state the nature of the injury or illness and the estimated duration of the absence.

If it is not reasonably practicable to inform the employer during the ordinary hours of the first day of such absence, the employee will inform the employer within 24 hours of such absence.

15.4.4 Evidence Supporting Claim

The employee must, if required by the employer, establish by production of a medical certificate or statutory declaration, that the employee was unable to work because of injury or personal illness.

15.4.5 Single Day Absences

An employee who has already had two paid sick leave absences in the year, the duration of each absence being of one day only, is not entitled to further paid sick leave in that year of a duration of one day only, without production to the employer of a certificate of a

qualified medical practitioner which states that the employee was unable to attend for duty on account of personal illness or injury.

An employer may agree to accept a Statutory Declaration in lieu of the required medical certificate.

Nothing in this subparagraph limits the employer's right under 15.4.4

15.4.6 Broken Services

If an employee is terminated by their employer and is re-engaged by the same employer within a period of six months, other than a casual basis, then the employee's unclaimed balance of sick leave shall continue from the date of re-engagement.

15.5 Bereavement Leave

15.5.1 Paid Leave Entitlement

A full time employee is entitled to use up to 16 hours personal leave as bereavement leave on each occasion and on production of satisfactory evidence (if required by the employer) of the death of a member of the employee's immediate family or household.

15.5.2 Part time Employees

A part time employee is entitled to take two days, up to a maximum of 16 hours bereavement leave on the same basis as prescribed for full time employees in subclause 15.5.1 except that leave is only available where a part time employee would normally work on either or both of the two working days following the death.

15.5.3 Unpaid Bereavement Leave

Where an employee has exhausted all personal leave entitlements, including accumulated leave entitlements, they are entitled to take unpaid bereavement leave. The employer and employee should agree on the length of the unpaid leave. In the absence of agreement, a full time employee is entitled to take up to 16 hours unpaid leave, provided the requirements of clause 15.5.1 are met, and a part time employee is entitled to take up to two days unpaid leave, to a maximum of 16 hours, provided the requirements of clause 15.5.1 are met.

15.6 Carer's Leave

15.6.1 Paid Leave Entitlement

An employee is entitled to use up to 40 hours personal leave each year to care for members of their immediate family or household who are sick and require care and support. This entitlement is subject to the employee being responsible for the care and support of the person concerned. In normal circumstances an employee is not entitled to take carer's leave where another person has taken leave to care for the same person.

15.6.2 Notice Required

- (i) When taking carer's leave the employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not reasonably possible to inform the employer during the ordinary hours of the first day or shift of such absence, the employee will inform the employer within 24 hours of such absence.

(ii) The notice must include:

the name of the person requiring care and support and their relationship to the employee;

the reasons for taking such leave; and

the estimated length of absence.

(iii) The employee must, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that such illness requires care by another.

15.6.3 Unpaid Carer's Leave

An employee may take unpaid carer's leave by agreement with the employer.

Rationale And Structure Of The Personal Leave Provisions

First Year Of Employment		
Amount Of Leave		
5 days sick leave	38 hours (i.e. 5 days x 7.6 hours) where a 7.6 hour day is worked	or 40 hours (ie 5 days x 8 hours or more are worked per day)
plus 2 days Bereavement Leave	16 hours	16 hours
Total 7 days Personal leave	54 hours Where a 7.6 hour day is worked	or 56 hours where 8 hours or more are worked per day

Limits On The Various Types Of Personal Leave		
Maximum amount of Personal leave	54 hours or 56 hours (depending upon the hours of work arrangements in place)	
Maximum amount of Sick leave	38 hours or 40 hours (depending upon the hours if work arrangements in place)	
Maximum amount of Carer's leave	40 hours	
Maximum amount of Bereavement leave	16 hours per occasion	
Second & Subsequent Years Of Employment-Amount Of Leave		
8 days sick leave moving to 10 days	60.8 hours (ie 8 days x 7.6 hours)where a 7.6 hour day is worked, moving to 76 hours after five years	or 64 hours (i.e. 8 days x 8 hours or more are worked per day), moving to 80 hours after five years
Plus 2daysBereavement Leave	16 hours	16 hours
Total 10 days	76.8 hours	or 80 hours where 8 hours or
Personal leave	Where a 7.6 hour day is worked	more are worked per day

Limits On The Various Types Of Personal Leave	
Maximum amount of Personal leave	76.8 hours or 80 hours (depending upon the hours of work arrangements in place)
Maximum amount of Sick leave	60.8 hours or 64 hours moving to 76 or 80 hours after five years (depending upon the hours if work arrangements in place)
Maximum amount of Carer's leave	40 hours
Maximum amount of Bereavement leave	hours per occasion

16. Parental Leave

Provisions of the NSW *Industrial Relations Act* 1996 will apply.

17. Jury Service

An employee required to attend for jury service during ordinary working hours shall be reimbursed by the Company an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the amount paid in respect of ordinary time the employee would have worked had the employee not been on jury service.

18. Union Membership and Elected Delegates

18.1 Transfield Service shall support the union parties to this Agreement by way of providing union membership information and providing for payroll deductions of union dues as authorised by employees.

18.2 Accredited Union Delegate

An employee appointed Union Delegate/s (Shop Steward) shall, upon official notification to Transfield Services, be recognised as the accredited representative of the Union to which they belong. An accredited Union Delegate shall be allowed necessary time during working hours to interview a representative of Transfield Services on matters affecting employees they represent.

19. Trade Union Training

Union Delegate (Shop Steward) nominated by their Union to attend a union sponsored training course will be granted up to five days leave (per annum) of absence without loss of earnings provided that:

Transfield Services receives at least two weeks notice of the nomination from the Union setting out times, dates, content and venue for the course.

The employee concerned can be released from duty by Transfield Services for the period of the course, without affecting normal operations.

Further Leave may be granted subject to agreement between the Parties. The accredited delegate will be entitled to paid leave to attend Industrial Relations Commission hearings.

20. Clothing and Personal Protective Equipment

20.1 It is a requirement that employees wear authorised Transfield Services issued clothing/uniform, and appropriate personal protective equipment including steel capped boots.

20.2 On engagement full time employees shall be issued with one pair of safety boots, four shirts, four trousers and one jacket

20.3 On an annual basis after twelve months continuous service from 1st December 2004 the Company will move to a points system that will ensure an appropriate allocation of clothing entitlement.

20.4 One winter jacket (For employment in the period 1 May - 1 September) will be provided every two years to employees. Where possible the jacket will be manufactured in Australia.

20.5 Employees who leave within the probationary period (8 weeks), shall reimburse the Company for clothing and personal protective equipment as per the letter of 'offer for employment'.

20.6 Clothing and footwear provided by Transfield Services shall be replaced by the Company on a fair wear and tear basis after approval from the appropriate Supervisor/Team Leader.

- 20.7 It is a condition of employment that clothing/uniforms provided by the Company to employees shall be worn at all times during working hours. Employees failing to comply with this requirement will be managed through a counselling and disciplinary process.
- 20.8 Records of type of clothing issued to employees will be recorded by the Company.

21. Superannuation

- 21.1 Transfield Services shall contribute the statutory employer superannuation contribution to C Bus, NESS or other agreed and approved superannuation fund that complies with the Superannuation Guarantee Charge Act and Regulations on behalf of each eligible employee as defined in the regulations on a monthly basis.
- 21.2 The level of contributions will be in accordance with the levels prescribed by the act and varied from time to time.
- 21.3 Employees may voluntarily elect to contribute a proportion of their wages on a salary sacrifice basis to their nominated superannuation fund. To do so an employee is required to notify Transfield Services in writing and Transfield Services will deduct the authorised amount from the employee's pay and remit it to their superannuation fund.
- 21.4 From 1st July 2005 a co-contribution arrangement for superannuation will be available at the election of the employee. From 1ST July 2005 where an employee makes a 3% voluntary contribution, the Company will contribute an additional 1% making a total Company contribution of 10%. The arrangement thereafter from 1st July 2006 would be, at the employees election, a further contribution of 1%(4% in total), the Company would increase its contribution by 1% making a total Company contribution of 11%.

From 1st July 2007, at the employee's election, a further contribution of 1%(5% in total), the Company would increase its contribution by 1% making a total Company contribution of 12%.

The parties reserve their rights to bargain with respect to the issue of superannuation into the third year 1ST July 2008 of the new Award, and the first year of the subsequent Award 1st July 2009.

22. Income Protection Insurance

Permanent Employees of Transfield Services engaged pursuant to this Agreement shall be provided with income Protection insurance under the following terms and conditions.

A qualifying period of 14 days.

The insurance cover benefits payable will be applied for a maximum period of two years.

Transfield Services will contribute up to 1.4% of an employee's gross earnings to an income insurance plan, subject to the following:

- (i) In the event that the claims experience requires a review of the insurance plan, the adjustment will be to the plan and not the Company's insurance premium.
- (ii) People accessing the insurance plan will agree to participate in the rehabilitation program, which includes assessment by the Company's nominated medical services provider and acceptance of that assessment.

23. Notice Boards

Transfield Services shall provide notice boards of reasonable dimensions to be located in prominent positions at the site upon which accredited Union Representatives shall be permitted to post formal union notices signed or countersigned by the representative posting them.

Any notice posted on a board not so signed or countersigned may be removed by an accredited representative or Transfield Services.

24. Employment Security

Security of Employment is important for improving working relationships, trust and co-operating with change. We do not want an environment where everyone is working in fear of losing their employment. We want an environment where people focus on doing jobs safely and well, implementing improvement actions, adapting swiftly to change and caring for the business. Real employment security will only be achieved by successful business performance. Working together in implementing change and improvement will maximise security for everyone.

It is not the Company's intention to have any forced retrenchments during the life of this Award.

While workplace change, new technologies and changes in operations will be ongoing, every opportunity will be taken to effect changes through voluntary means and natural attrition.

The parties agree that any changes in the area of employment shall be handled in the following manner:

1. Employees shall be offered other available positions where possible.
2. An employee's skills shall be further developed to improve flexibility.
3. Employee numbers shall be reduced if required by natural attrition.
4. Voluntary Retirement Schemes shall be used in preference to forced redundancies.

If the above steps do not resolve the situation, the Company shall enter into further discussions with the Union with a view of resolving the situation to the satisfaction of both parties.

Provided further that this clause will not apply to situations of loss or substantial change to contract scope.

25. Right of Entry

An Officer of the union shall have the right to enter in accordance with the *Industrial Relations Act* 1996(NSW) as the Act stands at the date of certification of this Award.

26. Employee Entitlements

Security of Employee Entitlements

1. The parties to this Award are committed to ensure that all the entitlements accruing to employees are secure.
2. Transfield Services has made available to the unions written advice from its Auditors confirming its financial status and its compliance with making adequate provision for employee entitlements. The company will also continue to provide the audited Financial Statements which confirms the adequacy of provision for employee entitlements. A group comprising of employee and management representatives will meet within one week of the Annual Report and consult on the financial position of the Company.

27. Abandonment of Employment

An employee absent from work for a continuous period of three working days without Company approval, and without notification to the Company, that employee shall be deemed to have abandoned their employment.

If after a period of two weeks from the last day of absence, the employee has not established a satisfactory reason for their absence and non-notification, the employee shall have their employment terminated.

28. Blood Donors

The Company will promote blood donations to its employees. The Company shall also pursue ways employees may actually donate blood with minimal disruption to the Business.

29. Anti - Discrimination and Harassment

The parties to this Award will not tolerate discrimination and harassment in the workplace and seek to achieve the objective in section 3 (f) of the *Industrial Relations Act* 1996 (NSW) to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age.

It follows that in fulfilling their objectives under dispute resolution procedures prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly

discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Award which, by its terms of operation, has a direct or indirect discriminatory effect.

Nothing in this clause is to be taken to affect:

- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
- (b) offering or providing junior rate of pay to persons under 21 years of age;
- (c) any act or practice of a body established to promote religion which is exempted under section 56(d) of the *Anti-Discrimination Act* 1997 (NSW);
- (d) a party to this award from putting matters of lawful discrimination in any state of federal jurisdiction.

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

Notes:

Employers and Employees may also be subject to Commonwealth Anti-Discrimination legislation.

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

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

30. Duress

This Award has not been entered under duress by any of the Parties to the Award.

31. Transmission of Business

Where transmission of business occurs and affects employees covered by this Award, the Parties shall by an exchange of letter/s enter into correspondence that clearly outlines the benefits and entitlements due to employees, and how such entitlements shall be managed. Matters to be covered may include such items as annual leave, personal leave, superannuation, sick leave and redundancy.

32. Reserved Matters

Parental Leave
Hours of Work

33. Disputes Avoidance Procedure

The parties to this Award are committed to harmonious employee relations based on mutual trust, open communication and proactive consultation processes. Best endeavours will be used to resolve issues such as problems, questions, disputes, difficulties or concerns at all times and at the lowest possible level in the Company.

Any issue requiring resolution shall be dealt with in the following manner:

- i. Where an employee(s) has an issue, which has not been resolved in the normal course of business, they shall raise it with their Team Leader and both shall use their best endeavours to resolve it as quickly as possible.
- ii. Where an issue is directly relevant to a work area, it shall be discussed and every endeavour made to resolve it within the appropriate team.
- iii. Should the issue not be resolved as above within a sensible, mutually agreed timeframe, it shall be referred to and discussed with the Area Manager.
- iv. If not resolved, any of the Parties may raise the issue with the Operations Manager for resolution.
- v. If still unresolved, the matter may be referred to the relevant Union, which will discuss the matter with the Company.
- vi. Before the issue proceeds to the Industrial Relations Commission, the Company will ensure that its management and the union will ensure that its local Union Official has been involved in the process.
- vii. If still unresolved, the matter may be referred to the Industrial Relations Commission, by either party, for conciliation and/or arbitration in accordance with due process.

At all levels (i) to (v) inclusive of the above, the employee(s) may choose to have an accredited union representative or another employee in attendance.

While the above process is being pursued, work shall continue as normal (without bans and limitations).

The Parties to this Agreement may raise an issue to a higher level in the process at any time.

Levels (i) to (v) shall be completed within seven (7) working days.

34. Disciplinary Protocol

Agreed Process To Be Followed In The Event Of Potential Disciplinary Action Arising From An OH &S Or Other Incident

The parties to this Agreement are: Transfield Services (Australia) Pty Ltd (BSL Port Kembla Alliance) ("the Company"); the Australian Workers Union, the Electrical Trades Union, the Australian Manufacturing Workers Union ("the Union").

The parties agree that:

In the event of an incident occurring that has potential disciplinary implications, the following process is agreed. Note that if the incident is of an OH&S nature the appropriate workforce OH&S Committee representative or the OH&S Committee Chairperson and the appropriate workforce representative will be involved in the investigation. If the incident is of a nature other than OH&S, the appropriate workforce representative will be involved in the investigation.

1. At the discretion of the employer, the employee (refer to Note 1 below) concerned may be removed from active duty and given alternate duties while the investigation takes place. In cases where the welfare of the employee or other personnel or workplace harmony may be

compromised by the presence of the employee, the employer reserves the right to stand down with pay and remove from site the employee while the investigation takes place. In the event that an employee is stood down with pay in accordance with this clause, the stand down period will not be considered as part of any penalty that may or may not result following the conclusion of the appeal process. (Refer to Note 2 below for recommended communication actions at this point)

2. The investigation will involve the appropriate Company representatives and workforce representatives as indicated in the second paragraph above.
3. Once the investigation is completed, if disciplinary action (in the form of unpaid suspension or termination) is the Company decision, the Company will meet with the local area employee representative/s and the relevant Union Official/s to discuss the outcome before action is taken. If suspension or termination is not the decision of the Company, the Company agrees to advise the employee representatives and the union officials of the decision by some other appropriate form of communication.
4. During those discussions, all issues relevant to the incident will be discussed with a view to reaching an outcome that is satisfactory to both parties. At this time the Company will, without prejudice, make available to the delegates and/or union officials all such information pertaining to the incident and the disciplinary decision that it may legally do so. (Refer to Note 3 below for recommended communication actions at this point)
5. At this point, the employee and their representative/s may choose to exercise a right of local appeal by making representation to the Company and must notify the Company of its intention to do so.

If no appeal is forthcoming, the penalty will be administered immediately. If appealed, the employee and their representative/s must do so as quickly as possible, however in any case no more than 5 working days will be allowed for this process, at the sooner of which time, the resultant penalty will be administered. During the period of this appeal process, the employee will maintain the status that was determined in clause 1 above. (Refer to note 4)

6. Regardless of the penalty and the local appeal process, all employees agree to remain on the job without bans or limitations. Should the employee and his representative/s not be satisfied with the outcome of the local appeal process it is agreed that the employee and their representative/s will proceed to the final appeal process via the NSWIRC. Recommendations and/or directions resulting from this final appeal process will be accepted as final by all parties.

Following the conclusion of the investigation and possible local appeal process, management and appropriate employee representative/s will determine the most appropriate method of communicating the facts and outcomes to the workforce with the intent of preventing any possible industrial action.

This agreed process in no way inhibits either the Company, the employee or the Unions from exercising their rights under the terms and conditions of the Award or conditions of employment or any other relevant employment legislation.

The Parties agree that the sole purpose of this agreement is to improve Safety and Performance standards and communication while avoiding any Industrial Disputation, which is recognised as being detrimental to all Parties.

NOTES:

1. For the purposes of stand down or alternate duties only, clause one will apply equally to both monthly and weekly paid employees.
2. Following each serious incident the employer will, as soon as practical, facilitate a communication to all employees regarding the incident. It is intended that this communication will be advice that an incident

has occurred, it's nature and that the agreed investigation protocol is preceding. This communication will be channelled through the recognised employee representative and supervisory networks.

3. The communication at this point may involve wider workplace representatives and is intended to provide more detailed information on the progress of the process, or in fact to communicate detailed outcomes.
4. Delaying the determined action in order to allow the appeal process to take place does not prejudice the rights of the Company to take such action, if required, once the appeal process has been completed.

P. J. CONNOR, Commissioner.

Printed by the authority of the Industrial Registrar.

(561)

SERIAL C4282**PUBLIC HOSPITAL SOCIAL WORKERS (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union, industrial organisation of employees.

(No. IRC 6424 of 2005)

Before The Honourable Justice Boland

16 December 2005

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

Clause No.	Subject Matter
9.	Area, Incidence and Duration
3.	Call-Out Allowance
5.	Conditions of Service
1.	Definitions
7.	Grading Committee
8.	Labour Flexibility
6.	No Extra Claims
2.	On-Call Allowance
4.	Salaries

1. Definitions

- (i) "Area Health Service" means an Area Health Service constituted pursuant to section 17 of the *Area Health Services Act 1997*.
- (ii) "Union" means the Health Services Union.
- (iii) "Health Institution" means an institution (other than a hospital) by or at which health services or health support services are provided.
- (iv) "Health Service" means a Public Health Organisation.
- (v) "Industry of Social Work" means the industry of persons engaged in the New South Wales Health Service in the profession of Social Work.
- (vi) "Officer" means a social worker employed in the New South Wales Health Service.
- (vii) "Public Health Organisation" means an organisation as defined in section 7 of the *Health Services Act 1997*.
- (viii) "Service" for the purpose of salaries means service before and/or after commencement of this award as a social worker in a public hospital whether in New South Wales or elsewhere in Australia or other service acceptable to the employer.
- (ix) "Social Worker" means a person employed in the industry of Social Work in a public health organisation who has qualifications acceptable to the Australian Association of Social Workers.

(x) "Social Worker Grade 2" shall mean:

- (a) a Social Worker who is responsible for a Team or Department with the equivalent of 5 full-time positions. Such positions must be providing a clinical input eg: Welfare Officer (Social).
- (b) Deputy Social Worker-in-Charge to a Social Worker Grade 3

"Social Worker Grade 3" shall mean:

- (a) a Social Worker who is responsible for a Team or Department with the equivalent of 6 - 14 full-time positions. Such positions must be providing a clinical input eg: Welfare Officer (Social).
- (b) Deputy Social Worker-in-Charge to a Social Worker Grade 4

"Social Worker Grade 4" shall mean:

- (a) Social Workers appointed to the position of Director of Social Work Services at the following hospitals:

The Children's Hospital
Hornsby Hospital
St Vincent's Hospital
Wollongong Hospital
St George Hospital
Gosford Hospital
Prince Henry Hospital
Royal Newcastle Hospital

- (b) Social Workers appointed to the position of Director of Social work Services at those hospitals where there is the equivalent of 15 to 29 full-time positions. Such positions must be providing a clinical input eg: Welfare Officer (Social).
- (c) Deputy Social Worker-in-Charge to a Social Worker Grade 5

"Social Worker Grade 5" shall mean:

- (a) a Social Worker appointed to the position of Director of Social Work Services at the following hospitals:

Westmead Hospital
Royal Prince Alfred Hospital
Royal North Shore Hospital
Prince of Wales Hospital

- (b) a Social Worker appointed to the position of Director of Social Work Services at a hospital where there is the equivalent of 30 or more full-time positions. Such positions must be providing a clinical input eg: Welfare Officer (Social).

(xi) "Weekly Rates" will be ascertained by dividing an annual amount by 52.17857 or a weekly rate can be multiplied by 52.17857 to obtain the annual amount.

2. On-Call Allowance

- (i) An "on-call period" is a period during which an officer including part-time officers is required by the hospital where he/she is employed, to be on call in accordance with subclause (ii) of this clause.
- (ii) Officers including part-time officers rostered to be "on call" and to provide a telephone counselling service during periods of such "on call" shall be entitled to payment at the rate of one-third of the officer's normal pay for each hour of performing the above duty, provided that there shall be a maximum

payment in respect of each "on call" period of two and one-half hours' pay: Provided that "on call" periods -

- (a) which commence on or after 9.00 am Saturday and finish on or before 9.00 am Monday should not exceed 12 hours;
- (b) which commence on or after 9.00 am Monday and finish on or before 9.00 am Saturday should not exceed 16 hours; and
- (c) where "on call" periods outlined in paragraphs (a) and (b) of this clause exceed the maximum allowed therein then such period in excess shall attract additional payment at the rate outlined in this subclause to a maximum of two and one-half hours' pay.

3. Call-Out Allowance

- (i) "Call-out" is the period over which an officer including part-time officers is required by the hospital to return to duty. For the purpose of this definition call out shall only apply to on call and unrostered time periods.
- (ii) Officers including part-time officers who are recalled to duty outside normal hours shall be paid a minimum of three hours at the appropriate overtime rate for each recall to duty subject to:
 - (a) Where an officer is recalled to duty more than once in any one day, and the second or subsequent recalls commence within the period of the preceding recall for which payment would have been made under the minimum payment provision, payment for such recalls shall be made as follows:
 - (i) A minimum payment as for three hours' work at the appropriate overtime rate shall be made in respect of the last recall.
 - (ii) Payment shall be calculated as if the officer had been continuously engaged on overtime from the commencement of work on the first recall until the expiry of the period in (i) above or completion of the work for which he/she had been recalled on the last occasion, whichever is the later.
 - (b) Where an officer is recalled to duty more than once in any one day, and the second or subsequent recall does not commence within the period for which payment will be made under the minimum payment provision, the minimum payment for each such recall shall be as for three hours' work at the appropriate overtime rate.

An officer, including part-time officers where recalled to work as prescribed in subclause (i) of this clause shall be paid all fares and expenses reasonably incurred in travelling to and from his/her place of work in accordance with clause 23, Mobility, Excess Fares and Travelling, of the Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award.

Where officers are recalled to work as prescribed in subclause (i) of this clause the officer shall have at least eight consecutive hours off duty between the work on successive days. If, on the instructions of the employer such officer resumes or continues work without having had such eight consecutive hours off duty the officer shall be paid at double rates until the officer is released from duty for such period and the officer then shall be entitled to be absent until the officer has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

4. Salaries

The minimum salaries which shall be paid to the officers shall be as set out in the Health Professional and Medical Salaries (State) Award.

5. Conditions of Service

The Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award, as varied from time to time, shall apply to all persons covered by this award, except where conditions are specifically provided in this Award, in which case the conditions provided in this award shall prevail.

6. No Extra Claims

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

7. Grading Committee

(i) For the purpose of recommending changes to the grading of officers covered by this award a committee consisting of two representative of the Area Health Service and two representatives of the Union shall be constituted to consider and recommend to the Area Health Service:

- (a) the grading of any new position or variation of grading of a position as a result of any substantial alteration of duties and/or responsibilities or in any case of anomaly; and
- (b) the date of effect of the grading recommended.

Provided that -

- (a) an employee shall, whilst the grading of his/her position is under consideration by the Committee, be ineligible to be a member of the Committee;
- (b) the Committee shall not, without sufficient reason, recommend the retrospective operation of any grading; and
- (c) where a retrospective date of effect is recommended such date shall not be earlier than a date six months prior to the date on which the matter was referred to the Committee.

(ii) The matters to be referred to the Committee shall be -

- (a) any application by an officer for review of the grading of the position he/she occupies if the General Manager or Senior Officer of the hospital or health institution certifies that in his/her opinion there has been a substantial alteration of duties and/or responsibilities since the last grading of the position and states the nature of such alteration or that the grading of the position is markedly out of keeping with that of other positions in the hospital or health institution;
- (b) the grading of any new position;
- (c) such cases as the Union may raise where the Union has stated the ground and indicated the basis on which it desires such cases to be considered by the Committee; and
- (d) such other cases as the Area Health Service may approve.

8. Labour Flexibility

- (i) An employer may direct an employee to carry out such duties as are reasonable and within the limits of the employee's skill, competence and training, consistent with employee's classification, grouping and/or career stream, provided that such duties are not designed to promote de-skilling.
- (ii) An employer may direct an employee to carry out such duties and use such tools and equipment as may be required, provided that the employee has been properly trained or has otherwise acquired the necessary skills in the use of such tools and equipment.

- (iii) Any direction issued by an employer pursuant to subclauses (i) and (ii) shall be consistent with the employer's responsibilities to provide a safe and healthy work environment.
- (iv) Existing provisions with respect to the payment of mixed functions/higher duties allowances shall apply in such circumstances.

9. Area, Incidence and Duration

- (i) This Award rescinds and replaces the Public Hospital Social Workers (State) Award published 12 May 2000 (315 IG 731) and all variations thereof.
- (ii) This Award shall apply to persons employed in classifications contained herein employed in or in connection with the New South Wales Health Service as defined in section 16 of the *Health Services Act* 1997, or their successors, assignees or transmittes.
- (iii) This Award takes effect from 1 December 2005, and shall remain in force until 30 June 2008.

R. P. BOLAND *J.*

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(1421)

SERIAL C4270**HEALTH EMPLOYEES' DENTAL TECHNICIANS (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union, industrial organisation of employees.

(No. IRC 6411 of 2005)

Before The Honourable Justice Boland

16 December 2005

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

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	Classifications
4.	Previous Industry Service
5.	Salaries and Allowances
6.	Conditions of Service
7.	Grading and Classification of Officers
8.	Area, Incidence and Duration

2. Definitions

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

"Union" means the Health Services Union.

"Corporation" means the Health Administration Corporation of New South Wales

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

"Service" unless the context otherwise indicates or requires means service or experience as a Dental Technician before and/or after commencement of this award in any one or more hospitals in New South Wales, including the United Dental Hospital of Sydney, or any other hospital acceptable to the Corporation.

"Industry Service" unless the context otherwise indicates or requires means service before and/or after commencement of this award in any hospital and/or laboratory acceptable to the Corporation.

"Employee" means a person or persons employed in any hospital as defined.

"Industrial Committee" means the Public Health Employees (State) Industrial Committee.

3. Classifications

- (a) Trainee Dental Technician means a person appointed as such who is undertaking the Diploma of Dental Technology conducted by NSW TAFE or an equivalent course in Dental Technology.

- (b) Dental Technician Grade 1 means a person appointed as such who has successfully completed the Diploma of Dental Technology conducted by NSW TAFE or an equivalent course in Dental Technology.
- (c) Dental Technician Grade 2 means a Dental Technician who fulfils the following criteria:
- (i) having at least 3 years experience as a registered dental technician; and
 - (ii)
 - (a) successful completion of the first year of the Dental Prosthetics course conducted by NSW TAFE; or
 - (b) having qualifications deemed by the Health Administration Corporation to be equivalent to the first year of the Dental Prosthetics course; and
 - (iii) demonstrating skills in excess of those required of a Dental Technician Grade 1; and
 - (iv) being proficient in, and spending the major part of their time engaged in, one or more of the following areas of work;
 - orthodontic appliances;
 - cast metal denture techniques;
 - crown and bridge;
 - osseo-integrated implant technology;
 - maxillo facial and complicated prosthetics, including over-dentures, oburators, precision attachments and magnets, occlusal splints, complete and partial dentures requiring complicated (that is crossbite, class II and class III jaw relationship) tooth arrangements in balanced occlusion.
- (d) Dental Technician Grade 3 means a Dental Technician who fulfils the following criteria:
- (i) having at least 6 years experience as a registered Dental Technician;
 - (ii) successfully completed all qualifications of a Dental Technician Grade 1 and 2 or qualifications deemed by the Health Administration Corporation to be equivalent; and
 - (iii) shows a high level of competency.
- (e) Dental Technician Grade 4 means a Dental Technician appointed to such a position and who undertakes the following duties and/or role:
- (i) meets all the requirements of a Dental Technician Grade 3; and
 - (ii) manages a Section/Unit, which includes the responsibility of supervising the work and activities of other Dental Technicians.

4. Previous Industry Service

Previous industry service shall be taken into account in determining the commencing salary of an employee to be paid in accordance with rates set in the Health Professional and Medical Salaries (State) Award.

5. Salaries and Allowances

The rates of salaries for employees under this award shall be as set out in the Health Professional and Medical Salaries (State) Award.

6. Conditions of Service

The Public Hospital (Professional and Associated Staff) Conditions of Employment (State) Award, as varied from time to time, shall apply to all persons covered by this award.

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

7. Gradings and Classification of Officers

Nothing in clause 3-Classifications, or clause 4-Previous Industry Service, shall affect the right of the Union to apply to the Industrial Commission of New South Wales for the settlement of any dispute arising from the grading of an employee under this award.

8. Area, Incidence and Duration

- (i) This Award rescinds and replaces the Health Employees Dental Technicians (State) Award published 7 December 2001 (330 I.G. 37) and all variations thereof.
- (ii) This Award shall apply to persons employed in classifications contained herein employed in or in connection with the New South Wales Health Service as defined in section 16 of the Health Services Act 1997, or their successors, assignees or transmittes.
- (iii) This Award takes effect from 1 December 2005, and shall remain in force until 30 June 2008.

R. P. BOLAND *J.*

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(381)

SERIAL C4295**HEALTH EMPLOYEES' ENGINEERS (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union, industrial organisation of employees.

(No. IRC 6402 of 2005)

Before The Honourable Justice Boland

16 December 2005

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

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

PART B**MONETARY RATES**

Table 1 - Salaries

PART A**1. Definitions**

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

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

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

Where:

Daily =
$$\frac{\text{Total Occupied Bed Days for the Period Less Unqualified Baby Bed Days}}{\text{Number of Days in the Period}}$$

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

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

Note: Total NIOOS Equivalents for the Period equals the individual NIOOS plus the equivalent number of Group NIOOS (Non-inpatient Group Sessions x 1.3) plus the equivalent number of Dental NIOOS (Non-inpatient Dental Flow x 3.8)

"Assistant Engineer" means a person appointed as such to an established position as approved by the Health Administration Corporation and who has acquired membership of the Australian Institute of Hospital Engineers (NSW Branch) or such other qualifications as the Health Administration Corporation deems appropriate, provided that all persons employed and classified as assistant engineers in public hospitals at the operative date of this award shall be deemed to hold qualifications to the level required by this award.

"Engineer" means a person appointed as such to an established position as approved by the Health Administration Corporation and who has acquired membership of the Australian Institute of Hospital Engineers (NSW Branch) or such other qualifications as the Health Administration Corporation deems appropriate, provided that all persons employed and classified as engineers in public hospitals at the operative date of this award shall be deemed to hold qualifications to the level required by this award.

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

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

"Maintenance Supervisor (Tradesman)" means a person appointed as such to an established position as approved by the Health Administration Corporation and:

- (a) who assists the engineer or the assistant engineer in the supervision of staff and the general maintenance work of the hospital and, in addition, relieves him during his absence; or
- (b) who, where there is no engineer, is responsible for the operation of the steam raising plant and general maintenance work.

"Union" means the Health Services Union.

2. Salaries

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

3. Grading Committee

- (i) A committee consisting of up to three representatives of the Health Administration Corporation and up to three representatives of the Union shall be constituted to consider and recommend to the Health Administration Corporation (a) the grading of any new position or any variation of grading or classification of a position as a result of any substantial alteration of duties and/or responsibilities or in any case of anomaly; and (b) the date of effect of the grading recommended. Provided that:
 - (a) an employee shall, while the grading of his position is under consideration by the committee be ineligible to be a member of the committee;
 - (b) the committee shall not, without sufficient reason, recommend the retrospective operation of any grading; and
 - (c) where a retrospective date of effect is recommended such a date shall not be earlier than a date six months prior to the date on which the matter was referred to the committee.
- (ii) The members of the committee shall be entitled to examine any statement of duties pertaining to any position referred to the committee and any papers which illustrate the type of work performed by the occupant of the position or, if the Health Administration Corporation approves papers which are

otherwise relevant to the question of the grading of the position, including statements of duties of other positions.

- (iii) Except as otherwise provided, the matters to be referred to the committee shall be:
- (a) any application by an employee for review of the grading of the position he occupies if the chief executive officer of the hospital certifies that in his opinion there has been a substantial alteration of duties and/or responsibilities since the last grading of the position and states the nature of such alteration, or that the grading of the position is markedly out of keeping with that of other positions in the hospital;
 - (b) the grading of any new position;
 - (c) such cases as the Union may raise where the Union has stated the grounds and indicated the basis on which it desires such cases to be considered by the committee; and
 - (d) such other cases as the Department of Health, NSW may approve.
- (iv) The committee shall meet to consider the grading of a position within twenty-one days of such grading having been referred to the committee.
- (v) In the event of the members of the committee being in disagreement as to the grading to be recommended for a position or as to the date of effect, the members representing the Union shall, within twenty-one days of the meeting of the committee at which such disagreement occurred, furnish to the Health Administration Corporation, a written report stating the grading or date of effect which they consider appropriate with their reasons therefore and indicating also whether they wish to interview the Health Administration Corporation in connection with their representations.
- (vi) The report of the committee shall be signed by at least one representative of the Health Administration Corporation and of the Union.
- (vii) Nothing in this clause shall affect the right of the Health Services Union to apply to the Public Health Employees (State) Industrial Committee for the settlement of any dispute arising from the grading of any employees under this award.

4. Conditions of Service

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

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

Provided that clause 9, Overtime, of that award shall not apply to an employee covered by this award who is:

- (a) classified as Engineer, Grade 7; or
- (b) paid an allowance because he acts in the capacity of a group engineer or regional engineer; or
- (c) who, following 13 November 1997, is reclassified to a higher grade because he acts in the capacity of a group engineer or regional engineer;

and the salary rates of engineers not so entitled to overtime shall be deemed to cover all incidents of employment.

5. No Extra Claims

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

6. Dispute Resolution

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

7. Anti-Discrimination

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

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:.

8. Area, Incidence and Duration

- (i) This Award rescinds and replaces the Health Employees Engineers (State) Award published 6 November 1998 (307 IG 47) and all variations thereof.
- (ii) This Award shall apply to persons employed in classifications contained herein employed in or in connection with the New South Wales Health Service as defined in section 16 of the Health Services Act 1997, or their successors, assignees or transmittes, excluding the County of Yancowinna.
- (iii) This Award takes effect from 1 December 2005, and shall remain in force until 30 June 2008.

PART B**MONETARY RATES****Table 1 - Salaries**

Classification	Rate from 1.7.2005 4% \$	Rate from 1.7.2006 4% \$	Rate from 1.7.2007 4% \$
Engineer			
Grade 1	952.00	990.10	1,029.70
Grade 2	1,020.70	1,061.50	1,104.00
Grade 3	1,088.60	1,132.10	1,177.40
Grade 4	1,156.90	1,203.20	1,251.30
Grade 5	1,259.10	1,309.50	1,361.90
Grade 6	1,361.20	1,415.60	1,472.20
Grade 7	1,582.00	1,645.30	1,711.10
Assistant Engineer			
Grade 1	952.00	990.10	1,029.70
Grade 2	1,020.70	1,061.50	1,104.00
Grade 3	1,088.60	1,132.10	1,177.40
Grade 4	1,156.90	1,203.20	1,251.30
Grade 5	1,259.10	1,309.50	1,361.90
Grade 6	1,361.20	1,415.60	1,472.20
Maintenance Supervisor (Tradesman)			
Grade 2	918.50	955.20	993.40
Grade 1	852.90	887.00	922.50

R. P. BOLAND *J.*

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(770)

SERIAL C4271

HEALTH PROFESSIONAL AND MEDICAL SALARIES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union, industrial organisation of employees.

(No. IRC 6412 of 2005)

Before The Honourable Justice Boland

16 December 2005

AWARD

PART A

Clause No.	Subject Matter
1.	Definitions
2.	Salaries
3.	Salary Sacrifice to Superannuation
4.	Conditions of Service
5.	No Extra Claims
6.	Dispute Resolution
7.	Area, Incidence and Duration

PART B - MONETARY RATES

PART C - LIST OF AWARD

PART A

1. Definitions

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

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

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

Where:

Daily = Average	$\frac{\text{Total Occupied Bed Days for Period Less Unqualified Baby Bed Days}}{\text{Number of Days in the Period}}$
Neo-natal = Adjustment	$\frac{\text{Total Bed Days of Unqualified Babies for the Period}}{2 \times \text{Number of Days in the Period}}$
Non inpatient = Adjustment	$\frac{\text{Total NIOOS Equivalents for the Period}}{10 \times \text{Number of Days in the Period}}$

Note: Total NIOOS Equivalents for the Period equals the individual NIOOS plus the equivalent number of Group NIOOS (Non-inpatient Group Sessions x 1.3) plus the equivalent number of Dental NIOOS (Non-inpatient Dental Flow x 3.8)

"Union" means the Health Services Union and, in relation to Career Medical Officers only, the Health Services Union and the Australian Salaried Medical Officers' Federation (New South Wales).

"Corporation" means the Health Administration Corporation of New South Wales.

"Employer" means the Health Administration Corporation of New South Wales, Health Service or Hospital.

2. Salaries

Employees shall be paid not less than as set in Table 1 of Part B, Monetary Rates.

3. Salary Sacrifice to Superannuation

(i) Salary Sacrifice to Superannuation

Notwithstanding the salaries prescribed in Part B, Monetary Rates, an employee may elect, subject to the agreement of the employee's employer, to sacrifice a portion of the salary payable under Clause 2, Salaries, to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. The amount sacrificed must not exceed 50 per cent of the salary payable under the said clause 2 or 50 per cent of the currently applicable superannuable salary, whichever is the lesser.

In this clause "superannuable salary" means the employee's salary as notified from time to time to the New South Wales public sector superannuation trustee corporations.

(ii) Where the employee has elected to sacrifice a portion of that payable salary to additional employer superannuation contributions:

- (a) subject to Australian Taxation Law, the sacrificed portion of salary will reduce the salary subject to appropriate PAYE taxation deductions by the amount of that sacrificed portion; and
- (b) any allowance, penalty rate, overtime, payment for unused leave entitlements, weekly worker's compensation, or other payment, other than any payment for leave taken in service, to which an employee is entitled under this award or any applicable award, Act, or statute which is expressed to be determined by reference to the salary which would have applied to the employee under clause 2 in the absence of any salary sacrifice to superannuation made under this award.

(iii) The employee may elect to have the portion of payable salary which is sacrificed to additional employer superannuation contributions.

- (a) paid into the superannuation scheme established under the *First State Superannuation Act 1992*, as optional employer contributions; or
- (b) subject to the employers agreement, paid into private sector complying superannuation scheme as employer superannuation contributions.

(iv) Where an employee elects to salary sacrifice in terms of subclause (iii) of this clause, the employer will pay the sacrificed amount into the relevant superannuation fund.

(v) Where the employee is a member of a superannuation scheme established under:

- (a) the *Police Regulation (Superannuation) Act 1906*;
- (b) the *Superannuation Act 1916*;
- (c) the *State Authorities Superannuation Act 1987*;
- (d) the *State Authorities Non-contributory Superannuation Act 1987*; or

- (e) the *First State Superannuation Act 1992*.

The employee's employer must ensure that the amount of any additional employer superannuation contributions specified in subclause (i) of this clause is included in the employee's superannuable salary which is notified to the New South Wales public sector superannuation trustee corporations

- (vi) Where, prior to electing to sacrifice a portion of his/her salary to superannuation, an employee had entered into an agreement with his/her employer to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause (v) of this clause, the employer will continue to base contributions to that fund on the salary payable under clause 2 to the same extent as applied before the employee sacrificed portion of that salary to superannuation. This clause applies even though the superannuation contributions made by the employer may be in excess of the superannuation guarantee requirements after the salary sacrifice is implemented.

4. Conditions of Service

- (i) The Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award published 13 March 1985 and reprinted 8 November 1991 (265 IG 1430), as varied, shall apply to all persons covered by this award.
- (ii) Conditions of employment relevant to a classification(s) identified within an award listed in Part C, shall apply.
- (iii) Where inconsistency exists between the conditions provided by this clause, subclause (ii) shall apply.

5. No Extra Claims

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

6. Dispute Resolution

The dispute resolution procedures contained in the Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award, shall apply.

7. Area, Incidence and Duration

- (i) This Award rescinds and replaces the Health Professional and Medical Salaries (State) Award published 3 December 1999 (312 I.G. 516) and all variations thereof.
- (ii) This Award shall apply to persons employed in classifications contained herein employed in or in connection with the New South Wales Health Service as defined in section 16 of the *Health Services Act 1997*, or their successors, assignees or transmittes.
- (iii) This Award takes effect from 1 December 2005, and shall remain in force until 30 June 2008.

PART B**Table 1 - Monetary Rates**

Classification	Rate from 1.7.2005 4% \$	Rate from 1.7.2006 4% \$	Rate from 1.7.2007 4% \$
ABORIGINAL HEALTH CO-ORDINATOR			
1st year	73,213	76,142	79,188
2nd year	75,272	78,283	81,414
3rd year	78,345	81,479	84,738
4th year	80,680	83,907	87,263
ABORIGINAL HEALTH EDUCATION OFFICERS			
Non-Graduate			
1st year	688.80	716.40	745.10
2nd year	729.60	758.80	789.20
3rd year	769.70	800.50	832.50
4th year	810.70	843.10	876.80
5th year	849.10	883.10	918.40
6th year	889.50	925.10	962.10
7th year	929.30	966.50	1,005.20
8th year	974.20	1,013.20	1,053.70
9th year	1,014.70	1,055.30	1,097.50
SENIOR ABORIGINAL HEALTH EDUCATION OFFICER			
Non-Graduate			
1st year	1,054.60	1,096.80	1,140.70
2nd year	1,095.50	1,139.30	1,184.90
REGIONAL ABORIGINAL HEALTH EDUCATION OFFICER			
Grade 1	1,149.00	1,195.00	1,242.80
Grade 2	1,184.70	1,232.10	1,281.40
Grade 3	1,220.30	1,269.10	1,319.90
ABORIGINAL HEALTH EDUCATION OFFICER - GRADUATE			
1st year	793.50	825.20	858.20
2nd year	832.00	865.30	899.90
3rd year	883.80	919.20	956.00
4th year	933.40	970.70	1,009.50
5th year	988.40	1,027.90	1,069.00
6th year	1,039.50	1,081.10	1,124.30
7th year	1,083.30	1,126.60	1,171.70
8th year	1,126.30	1,171.40	1,218.30
9th year	1,175.00	1,222.00	1,270.90

An Aboriginal Health Education Officer-Graduate who has completed 12 months service at the salary prescribed on the maximum of the scale and has demonstrated to the satisfaction of the Department by the work performed and the results achieved, the aptitude, abilities and qualities of mind warranting such payment, may progress to the following rate:

10th year	1,234.20	1,283.60	1,334.90
11th year	1,293.60	1,345.30	1,399.10
SENIOR ABORIGINAL HEALTH EDUCATION OFFICER - GRADUATE			
1st year	1,293.20	1,344.90	1,398.70
2nd year	1,346.80	1,400.70	1,456.70
3rd year	1,400.60	1,456.60	1,514.90
ANALYST, CHEMIST, MICROBIOLOGIST, & OFFICER			
(Transferred Staff of Division of Analytical Laboratories)			
Grade 1			
1st year	42,825	44,538	46,320
2nd year	44,511	46,291	48,143
3rd year	46,994	48,874	50,829
4th year	50,370	52,385	54,480
5th year	53,939	56,097	58,341
6th year	57,138	59,424	61,801
Grade 2			
1st year	59,937	62,334	64,827
2nd year	61,713	64,182	66,749
3rd year	63,594	66,138	68,784
4th year	66,148	68,794	71,546
Grade 3			
1st year	68,905	71,661	74,527
2nd year	71,094	73,938	76,896
3rd year	72,511	75,411	78,427
Grade 4			
1st year	76,039	79,081	82,244
2nd year	78,345	81,479	84,738
3rd year	79,899	83,095	86,419
Grade 5			
1st year	83,035	86,356	89,810
2nd year	85,521	88,942	92,500
PART-TIME GRADUATE ANALYST (P/hour)	28.27	29.40	30.58
AUDIOLOGISTS			
1st year of service	41,416	43,073	44,796
2nd year of service	43,406	45,142	46,948
3rd year of service	46,099	47,943	49,861
4th year of service	48,693	50,641	52,667
5th year of service	51,564	53,627	55,772
6th year of service	54,236	56,405	58,661
7th year of service	56,504	58,764	61,115
8th year of service	58,764	61,115	63,560
9th year of service	61,316	63,769	66,320

ALLOWANCES-AUDIOLOGISTS

Provided that Audiologists who:-

- (a) have completed 12 months service at the salary prescribed on the maximum of the scale; and
- (b) have demonstrated to the satisfaction of the Corporation by the work performed and the results achieved, the aptitude, abilities and qualities of mind warranting such payment, shall be paid an allowance qualification and after 12 months service in respect of such allowance, shall be paid a further allowance qualification

Audiologist after 12 months on max.scale (p/wk)	59.30	61.70	64.20
Audiologist further progression (p/week)	59.30	61.70	64.20
PART-TIME AUDIOLOGIST (p/hour)	31.13	32.38	33.68
AUDIOMETRIST (SESSIONAL) (p/hour)	99.40	103.40	107.50
BIOMEDICAL ENGINEERS			
Grade 1			
1st year of service	44,190	45,958	47,796
2nd year of service	46,881	48,756	50,706
3rd year of service	50,111	52,115	54,200
4th year of service	53,552	55,694	57,922
5th year of service and thereafter	57,015	59,296	61,668
Grade 2			
1st year of service	60,552	62,974	65,493
2nd year of service	62,505	65,005	67,605
3rd year of service	64,463	67,042	69,724
4th year of service and thereafter	66,410	69,066	71,829
Grade 3			
1st year of service	70,112	72,916	75,833
2nd year of service	72,411	75,307	78,319
3rd year of service	74,721	77,710	80,818
4th year of service and thereafter	77,342	80,436	83,653
Grade 4			
1st year of service	80,786	84,017	87,378
2nd year of service	83,142	86,468	89,927
3rd year of service and thereafter	85,481	88,900	92,456
Grade 5			
1st year of service	89,026	92,587	96,290
2nd year of service and thereafter	90,698	94,326	98,099
Grade 6			
1 st year of service	92,389	96,085	99,928
2 nd year of service and thereafter	94,098	97,862	101,776

CAREER MEDICAL OFFICERS (Rates on making of new award 20.4.2005) Classification	Rate from 20.4.2005
Grade 1	
1st year	81,306
2nd year	87,584
3rd year	91,418
4th year	94,504
5th year	98,236
Grade 2	
1st year	102,014
2nd year	105,186
3rd year	111,352
4th year	121,149
Senior	
1st year	130,446
Thereafter	140,000
Transitional Grades - only applicable to eligible employees employed on 20.4.2005	
Grade 1	111,352
Grade 2	121,149
Grade 3	130,446

CAREER MEDICAL OFFICERS - (subsequent variations)			
Classification	Rate from 1.7.2005 4% \$	Rate from 1.7.2006 4% \$	Rate from 1.7.2007 4%
Grade 1			
Year 1	84,558	87,940	91,458
Year 2	91,087	94,730	98,519
Year 3	95,075	98,878	102,833
Year 4	98,284	102,215	106,304
Year 5	102,165	106,252	110,502
Grade 2			
Year 1	106,095	110,339	114,753
Year 2	109,393	113,769	118,320
Year 3	115,806	120,438	125,256
Year 4	125,995	131,035	136,276
Senior			
Year 1	135,664	141,091	146,735
Thereafter	145,600	151,424	157,481
TRANSITIONAL GRADES			
(only applicable to eligible to employees employed on 20.4.2005)			
Grade 1	115,806	120,438	125,256
Grade 2	125,995	131,035	136,276
Grade 3	135,664	141,091	146,735

CHIROPODISTS/PODIATRISTS			
Grade 1			
1st year of service	816.60	849.30	883.30
2nd year of service	847.40	881.30	916.60
3rd year of service	899.30	935.30	972.70
4th year of service	961.40	999.90	1,039.90
5th year of service	1,027.70	1,068.80	1,111.60
6th year of service	1,092.90	1,136.60	1,182.10
7th year of service	1,146.10	1,191.90	1,239.60
Grade 2	1,183.10	1,230.40	1,279.60
Grade 3	1,272.60	1,323.50	1,376.40
Grade 4	1,315.10	1,367.70	1,422.40
PODIATRIST (SESSIONAL)			
(session = 3.5 hours) (p/session)	147.80	153.70	159.80
Allowances			
Sole Podiatrist (Payable to Grade 1 only) (p/wk)	22.00	22.00	22.00
Part-time Student Unit Supervisor (per student supervised) (per shift)	6.10	6.30	6.60

Maximum part-time Student Supervisor Allowance (p/week)

Part-time Regional Advisor

A part-time Regional Advisor shall be paid the rate applicable to the employee's substantive position plus a part-time Regional Advisor allowance as follows:

Level 1 (per week)	76.90	80.00	83.20
Level 2 (per week)	96.30	100.20	104.20
Level 3 (per week)	134.50	139.90	145.50
CLERK OF WORKS	57,221	59,510	61,890
CO-ORDINATORS			
Group 1 - Cooma, Young, Ballina, Byron, Brunswick, Casino, Kyogle	56,240	58,490	60,830
Group 3 - Moree, Tweed Heads, SW Zone 1,2,&5; Grafton, Armidale, Port Macquarie	60,346	62,760	65,270
Group 5 - Tamworth	65,965	68,604	71,348
Group 6 - Dubbo	68,657	71,403	74,259

ALLOWANCES-CO-ORDINATORS

The Co-ordinators allowance is applicable only to Co-ordinators in AHS and to individuals occupying Co-ordinators positions as at 30/3/87 who were earning a higher salary including allowances than those determined above as at 30/3/87

Future occupants, other than those in AHS, receive the salary for the positions listed above

Team Leaders Allowance

In-charge 5 - 10 staff (per week)	31.80	31.80	31.80
In-charge 11 - 25 staff (per week)	53.00	53.00	53.00
In-charge 26 - 40 staff (per week)	74.30	74.30	74.30
In-charge of more than 40 staff (per week)	84.90	84.90	84.90
Area Co-ordinator's Allowance (per week)	116.70	116.70	116.70

COUNSELLORS - DRUG & ALCOHOL ALCOHOLISM COUNSELLORS

Junior			
Junior at less than 19 years of age	22,177	23,064	23,987
Junior at 19 years of age	24,940	25,938	26,976
Junior at 20 years of age	27,576	28,679	29,826
Grade 1			
1st year	35,932	37,369	38,864
2nd year	38,067	39,590	41,174
3rd year	40,156	41,762	43,432
4th year	42,276	43,967	45,726
5th year	44,289	46,061	47,903
Grade 2			
1st year	46,405	48,261	50,191
2nd year	48,473	50,412	52,428

ALLOWANCES - ALCOHOLISM COUNSELLOR

Alcoholism Counsellor-2 years on maximum (per week)	42.40	44.10	45.90
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DRUG & ALCOHOLISM COUNSELLOR - GRADUATE			
1st year	41,416	43,073	44,796
2nd year	43,406	45,142	46,948
3rd year	46,099	47,943	49,861
4th year	48,693	50,641	52,667
5th year	51,564	53,627	55,772

TRANSFERRED COUNSELLORS AS AT 1/10/86			
Counsellor-Graduate - 5th year	51,564	53,627	55,772

DENTAL ASSISTANTS

Junior Dental Assistant			
At 17 years	386.90	402.40	418.50
At 18 years	442.60	460.30	478.70
At 19 years	500.90	520.90	541.70
At 20 years	559.00	581.40	604.70
Grade 1			
1st year	729.20	758.40	788.70
2nd year	746.80	776.70	807.80
3rd year	763.60	794.10	825.90
4th year	781.90	813.20	845.70
Grade 2			
1st year	798.90	830.90	864.10
2nd year	829.10	862.30	896.80
3rd year	856.00	890.20	925.80
4th year	879.60	914.80	951.40
DENTAL HYGIENIST			
1st year	35,495	36,915	38,392
2nd year	36,607	38,071	39,594
3rd year	37,593	39,097	40,661
4th year	38,544	40,086	41,689
DENTAL HYGIENIST - UNITED DENTAL HOSPITAL			
2nd year	36,607	38,071	39,594
3rd year	37,593	39,097	40,661
4th year	38,544	40,086	41,689
DENTAL OFFICERS			
Grade 1			
1st year of service	52,779	54,890	57,086
2nd year of service	56,792	59,064	61,427
3rd year of service	60,811	63,243	65,773
4th year of service	64,825	67,418	70,115
5th year of service	68,840	71,594	74,458
6th year of service	72,857	75,771	78,802
7th year of service	76,871	79,946	83,144
Grade 2			
1st year of service	79,883	83,078	86,401
2nd year of service	82,888	86,204	89,652
Grade 3			
1st year of service and thereafter	86,304	89,756	93,346
Grade 4			
1st year of service and thereafter	89,918	93,515	97,256
Grade 5			
1st year of service and thereafter	94,938	98,736	102,685

DENTAL OFFICERS - UNITED DENTAL HOSPITAL			
Grade 1			
1st year of service	52,779	54,890	57,086
2nd year of service	56,792	59,064	61,427
3rd year of service	60,811	63,243	65,773
4th year of service	64,825	67,418	70,115
5th year of service	68,840	71,594	74,458
6th year of service	72,857	75,771	78,802
7th year of service	76,871	79,946	83,144
Grade 2			
1st year of service	79,883	83,078	86,401
2nd year of service	82,888	86,204	89,652
Grade 3			
1st year of service and thereafter	86,304	89,756	93,346
Grade 4			
1st year of service and thereafter	89,918	93,515	97,256
Grade 5			
1st year of service and thereafter	94,938	98,736	102,685
DENTAL SPECIALISTS			
1st year of service	88,913	92,470	96,169
2nd year of service	92,326	96,019	99,860
3rd year of service	95,739	99,569	103,552
4th year of service	99,351	103,325	107,458
5th year of service	102,966	107,085	111,368

* For supplementary payment in lieu of private Practice or On-call/Recall Allowance refer to Determination Dental Staff Specialists Part A, B and C.

Deputy Director Dental Services - Westmead	110,999	115,439	120,057
Director Dental Services - Westmead	135,563	140,986	146,625
Director Dental Services - Royal Newcastle	106,983	111,262	115,712
DENTAL SPECIALISTS - UNITED DENTAL HOSPITAL			
1st year of service	88,913	92,470	96,169
2nd year of service	92,326	96,019	99,860
3rd year of service	95,739	99,569	103,552
4th year of service	99,351	103,325	107,458
5th year of service	102,966	107,085	111,368
Deputy Director Dental Services	110,999	115,439	120,057
Director Dental Services	135,560	140,982	146,621

TRANSFERRED DENTAL OFFICERS/SPECIALISTS AS AT 1/10/86
DENTAL OFFICER

Grade 2 - 2nd year of service	82,888	86,204	89,652
Grade 4 - 1st year of service	89,918	93,515	97,256
Grade 5 - 1st year of service	94,938	98,736	102,685
Specialist - 5th year of service	102,966	107,085	111,368
DENTAL TECHNICIANS			
Trainee			
Stage 1 - (first 6 months)	516.30	537.00	558.50
Stage 2 - (6 months to 1 year)	533.90	555.30	577.50
Stage 3 - (1 year to 18 months)	590.10	613.70	638.20
Stage 4 - (18 months to 2 years)	611.80	636.30	661.80
Grade 1			
1st year	798.90	830.90	864.10
2nd year	829.10	862.30	896.80
3rd year	856.00	890.20	925.80
4th year	879.60	914.80	951.40
5th year	940.30	977.90	1,017.00
Grade 2			
1st year	940.30	977.90	1,017.00
2nd year	973.00	1,011.90	1,052.40
Grade 3			
1st year	1,005.70	1,045.90	1,087.70
2nd year	1,069.10	1,111.90	1,156.40
Grade 4			
1st year	1,121.20	1,166.00	1,212.60
2nd year	1,139.30	1,184.90	1,232.30
Deputy Chief Dental Technician (Sydney Dental Hospital only)			
1st year	1,223.90	1,272.90	1,323.80
2nd year	1,267.90	1,318.60	1,371.30
DENTAL THERAPISTS			
Grade 1 - Dental Therapist			
1st year of service	39,536	41,117	42,762
2nd year of service	41,460	43,118	44,843
3rd year of service	43,392	45,128	46,933
4th year of service	45,315	47,128	49,013
5th year of service	47,268	49,159	51,125
6th year of service & thereafter	49,302	51,274	53,325
Grade 2 - Senior Dental Therapist			
1st year of service	50,322	52,335	54,428
2nd year of service	52,361	54,455	56,633
3rd year of service	54,412	56,588	58,852
4th year of service	56,455	58,713	61,062

Grade 3 - Dental Therapist Tutor			
1st year of service	52,361	54,455	56,633
2nd year of service	54,412	56,588	58,852
3rd year of service	56,455	58,713	61,062
STUDENT DENTAL THERAPIST			
Dependant Student living at Home			
- under 18 years of age	97.90	101.80	105.90
- 18 years of age and over	117.80	122.50	127.40
Dependant Student living away from Home			
- under 18 years of age	161.90	168.40	175.10
- 18 years of age and over	178.80	186.00	193.40
Independent Student			
- 16 to 17 years of age	161.90	168.40	175.10
- 18 to 20 years of age	178.80	186.00	193.40
- 21 years of age and over	212.10	220.60	229.40
Independent Student -2nd year	411.90	428.40	445.50
Community Dental programme Officer	64,300	66,872	69,547
DENTAL THERAPISTS - UNITED DENTAL HOSPITAL			
Dental Therapist			
1st year of service	39,536	41,117	42,762
2nd year of service	41,460	43,118	44,843
3rd year of service	43,392	45,128	46,933
4th year of service	45,315	47,128	49,013
5th year of service	47,268	49,159	51,125
6th year of service	49,302	51,274	53,325
7th year of service	49,302	51,274	53,325
8th year of service	49,302	51,274	53,325
Senior Dental Therapist			
1st year of service	50,322	52,335	54,428
2nd year of service	52,361	54,455	56,633
3rd year of service	54,412	56,588	58,852
4th year of service	56,455	58,713	61,062
TRANSFERRED DENTAL THERAPIST AS AT 1/10/86			
Grade 1 - Dental Therapist - 6th year	49,302	51,274	53,325
Grade 3 - Dental Therapist Tutor - 3rd year	56,455	58,713	61,062
DIETITIANS			
General Scale			
1st year of service	847.40	881.30	916.60
2nd year of service	899.60	935.60	973.00
3rd year of service	961.20	999.60	1,039.60
4th year of service	1,027.60	1,068.70	1,111.40
5th year of service	1,093.00	1,136.70	1,182.20

6th year of service	1,146.20	1,192.00	1,239.70
7th year of service	1,183.20	1,230.50	1,279.70
Grade 1			
1st year of service	1,272.60	1,323.50	1,376.40
2nd year of service	1,315.20	1,367.80	1,422.50

Promotion from General Scale to Grade 1 shall be subject to:

- (a) completion of 12 months service on the maximum rate of the General Scale;

Grade 2			
1st year of service	1,351.90	1,406.00	1,462.20
2nd year of service	1,388.70	1,444.20	1,502.00
Grade 3			
1st year of service	1,427.10	1,484.20	1,543.60
2nd year of service	1,476.10	1,535.10	1,596.50
Grade 4			
1st year of service	1,520.80	1,581.60	1,644.90
2nd year of service	1,559.10	1,621.50	1,686.40

Plus progression by one year for all sole therapists on general scale.

Grades are to be allocated to public hospital positions in the following manner:-

In-charge Positions

Grade 1 - Bankstown, Sutherland, Newcastle Mater, Tamworth Base, Manly District, Ryde, St. George, and Wallsend District Hospitals

Grade 2 - Prince of Wales, Prince Henry, St. Vincents, Hornsby, Sydney, Wollongong, Royal Alexandra Hospital for Children, and Gosford District Hospital;

Grade 3 - N/A

Grade 4 - Chief Dietitian) Royal Prince Alfred, Royal North Shore, Royal Newcastle, and Westmead Hospitals.

Deputy In-charge Positions

Grade 1 - Prince of Wales, Prince Henry, St. Vincents, Hornsby, Wollongong, Royal Alexandra, and Gosford Hospitals

Grade 2 - Westmead

Grade 3 - Royal Prince Alfred and Royal North Shore Hospitals

1st Assistant to Deputy Chief Dietitian

Grade 1 - Royal Newcastle, Royal North Shore, and Royal Prince Alfred Hospitals

No employee is eligible for appointment to a graded position until he/she has completed a minimum of three years full-time (or equivalent part-time) post-graduate experience.

DIETITIANS - UNITED DENTAL HOSPITAL

Grade 1			
1st year of service	847.40	881.30	916.60
2nd year of service	899.60	935.60	973.00
3rd year of service	961.20	999.60	1,039.60
4th year of service	1,027.60	1,068.70	1,111.40
5th year of service	1,093.00	1,136.70	1,182.20
6th year of service	1,146.20	1,192.00	1,239.70
7th year of service	1,183.20	1,230.50	1,279.70
TRANSFERRED DIETITIANS AS AT1/10/86			
Grade 1 - 7th Year of service	1,183.20	1,230.50	1,279.70
VICTORIAN TRAINED DIETICIANS EMPLOYED IN PUBLIC HOSPITALS (excluding Science Graduates)			
1st year of service	816.70	849.40	883.40
2nd year of service	847.40	881.30	916.60
3rd year of service	899.60	935.60	973.00
4th year of service	961.20	999.60	1,039.60
5th year of service	1,027.60	1,068.70	1,111.40
6th year of service	1,093.00	1,136.70	1,182.20
Director of Animal Care - Westmead	1,575.90	1,638.90	1,704.50
ENVIRONMENTAL HEALTH OFFICERS			
1st year	41,416	43,073	44,796
2nd year	43,406	45,142	46,948
3rd year	46,099	47,943	49,861
4th year	48,693	50,641	52,667
5th year	51,565	53,628	55,773
6th year	54,236	56,405	58,661
7th year	56,504	58,764	61,115
8th year	58,763	61,114	63,559
9th year	61,316	63,769	66,320
10th year - Performance Barrier	64,402	66,978	69,657
11th year - Performance Barrier	67,485	70,184	72,991

In order to progress to Year 10 of the scale, an Environmental Health Officer must have:

- (i) completed 12 months service at the salary prescribed on the maximum of the scale; and
- (ii) have demonstrated to the satisfaction of the Corporation by the work performed and the results achieved, the aptitude and qualities of mind warranting such payment.

After 12 months satisfactory work performance on Year 10, the officer will progress to the year 11 rate. Under no circumstances can Environmental Health Officers receive Year 10 or Year 11 rates unless they fulfil these criteria.

SENIOR ENVIRONMENTAL HEALTH OFFICERS

1st year	70,269	73,080	76,003
2nd year	73,079	76,002	79,042

TRAINEE ENVIRONMENTAL HEALTH OFFICER

1st year	33,893	35,249	36,659
2nd year	35,143	36,549	38,011
3rd year	36,401	37,857	39,371
4th year	37,652	39,158	40,724
TRANSFERRED ENVIRONMENTAL HEALTH OFFICERS			
Environmental Health Officer - 35 hrs p/wk			
- 11th year - Performance Barrier	67,485	70,184	72,991
Senior Environmental Health Officer-35 hrs p/week			
1st year	70,269	73,080	76,003
2nd year	73,079	76,002	79,042

HEALTH EDUCATION OFFICERS

HEALTH EDUCATION OFFICER - NON- GRADUATE			
1st year of service	35,932	37,369	38,864
2nd year of service	38,065	39,588	41,172
3rd year of service	40,155	41,761	43,431
4th year of service	42,276	43,967	45,726
5th year of service	44,288	46,060	47,902
6th year of service	46,400	48,256	50,186
7th year of service	48,471	50,410	52,426
8th year of service	50,829	52,862	54,976
9th year of service & thereafter	52,947	55,065	57,268
HEALTH EDUCATION OFFICER - GRADUATE			
1st year of service	41,416	43,073	44,796
2nd year of service	43,406	45,142	46,948
3rd year of service	46,099	47,943	49,861
4th year of service	48,693	50,641	52,667
5th year of service	51,565	53,628	55,773
6th year of service	54,236	56,405	58,661
7th year of service	56,504	58,764	61,115
8th year of service	58,763	61,114	63,559
9th year of service & thereafter	61,316	63,769	66,320

A Graduate Health Education Officer who:

- (i) has completed 12 months service at the salary prescribed on the maximum of the scale;

- (ii) has demonstrated to the satisfaction of the Corporation (or Delegate via Grading Committee) by the work performed and the results achieved, the aptitude, abilities and qualities of mind warranting such payment, may progress to the following rate

On Maximum for 12 months	64,402	66,978	69,657
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and after 12 months service in receipt of this rate, shall be paid the following rate subject to approval of the Grading Committee.

On Maximum for further 12 months	67,495	70,195	73,003
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PART-TIME HEALTH EDUCATION OFFICER

Graduate (p/hour)	30.98	32.22	33.51
Non-Graduate (p/hour)	26.67	27.74	28.88

SENIOR HEALTH EDUCATION OFFICER-NON- GRADUATE			
1st year of service	55,035	57,236	59,525
2nd year of service	57,194	59,482	61,861
SENIOR HEALTH EDUCATION OFFICER - GRADUATE			
1st year of service	67,485	70,184	72,991
2nd year of service	70,269	73,080	76,003
3rd year of service	73,079	76,002	79,042

The ONLY position approved by the Department as Senior Health Education Officer is at Royal Prince Alfred Hospital

Part-time Ethnic Health Worker (p/hour)	26.67	27.74	28.88
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Part-time Ethnic Day Care Co-ordinator (p/hr)	27.00	28.08	29.20
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TRANSFERRED HEALTH EDUCATION OFFICERS AS AT 1/10/86			
Health Education Officer - Non-Graduate			
1st year of service	35,932	37,369	38,864
2nd year of service	38,065	39,588	41,172
3rd year of service	40,155	41,761	43,431
4th year of service	42,276	43,967	45,726
5th year of service	44,288	46,060	47,902
6th year of service	46,400	48,256	50,186
7th year of service	48,471	50,410	52,426
8th year of service	50,829	52,862	54,976
9th year of service & thereafter	52,947	55,065	57,268

Health Education Officer - Graduate			
9th year of service	61,316	63,769	66,320
On Maximum 12 months	64,402	66,978	69,657
On maximum further 12 months	67,495	70,195	73,003

Senior Health Education Officer-Non-Graduate			
2nd year	57,194	59,482	61,861
Senior Health Education Officer-Graduate			
3rd year	73,079	76,002	79,042

HOSPITAL SCIENTISTS / MEDICAL TECHNOLOGISTS CHIEF HOSPITAL SCIENTIST

If sole Hospital Scientist in a hospital or in-charge of other Hospital Scientists or trainees at Hospitals having an A.D.A. of occupied beds of:

Less than 200 A.D.A.			
1st year	1,500.00	1,560.00	1,622.40
2nd year	1,541.60	1,603.30	1,667.40
3rd year and thereafter	1,593.90	1,657.70	1,724.00

If in-charge of other Hospital Scientists or trainees at hospitals having an A.D.A. of occupied beds of:

Over 200 A.D.A.			
1st year	1,593.90	1,657.70	1,724.00
2nd year	1,642.50	1,708.20	1,776.50
3rd year and thereafter	1,683.80	1,751.20	1,821.20

ALLOWANCE

Provided that where a Chief Hospital Scientist is the holder of a Fellowship of the Australian Institute of Medical Technology shall be paid an allowance of:

Fellowship of A.I.M.T. (p/week)	41.00	42.60	44.30
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SENIOR HOSPITAL SCIENTIST (senior medical technologist in-charge of section)

1st year	1,272.60	1,323.50	1,376.40
2nd year	1,315.20	1,367.80	1,422.50
3rd year and thereafter	1,351.90	1,406.00	1,462.20

HOSPITAL SCIENTIST (MEDICAL TECHNOLOGIST)

1st year	816.70	849.40	883.40
2nd year	847.40	881.30	916.60
3rd year	899.60	935.60	973.00
4th year	961.20	999.60	1,039.60
5th year	1,027.60	1,068.70	1,111.40
6th year	1,093.00	1,136.70	1,182.20
7th year	1,146.20	1,192.00	1,239.70
8th year	1,183.20	1,230.50	1,279.70

HOSPITAL SCIENTIST (MEDICAL TECHNOLOGIST) - UNITED DENTAL HOSPITAL

1st year	816.70	849.40	883.40
2nd year	847.40	881.30	916.60
3rd year	899.60	935.60	973.00
4th year	961.20	999.60	1,039.60

5th year	1,027.60	1,068.70	1,111.40
6th year	1,093.00	1,136.70	1,182.20
7th year	1,146.20	1,192.00	1,239.70
8th year	1,183.20	1,230.50	1,279.70

HOSPITAL SCIENTIST (SCIENTIFIC OFFICER)

1st year	816.70	849.40	883.40
2nd year	847.40	881.30	916.60
3rd year	899.60	935.60	973.00
4th year	961.20	999.60	1,039.60
5th year	1,027.60	1,068.70	1,111.40
6th year	1,093.00	1,136.70	1,182.20
7th year	1,146.20	1,192.00	1,239.70
8th year & thereafter	1,183.20	1,230.50	1,279.70

SENIOR OR CHIEF HOSPITAL SCIENTIST (senior scientific officer)

1st year	1,272.60	1,323.50	1,376.40
2nd year	1,315.20	1,367.80	1,422.50
3rd year	1,351.90	1,406.00	1,462.20
4th year	1,500.00	1,560.00	1,622.40
5th year	1,541.60	1,603.30	1,667.40
6th year	1,593.90	1,657.70	1,724.00
7th year	1,642.50	1,708.20	1,776.50
8th year & thereafter	1,683.80	1,751.20	1,821.20

ALLOWANCES

Provided that a Senior Hospital Scientist shall not progress beyond the salary prescribed for the third year of the scale unless such officer holds a post-graduate degree in Science at least equivalent to the degree of Master of Science of an approved university or has been admitted as a Member of the Australian Association of Clinical Biochemists or holds such qualifications as are deemed equivalent.

Provided further that any Senior Hospital Scientist in receipt of the fourth year of service rate and above or Principal Hospital Scientist who holds the degree of Master of Science or is a Fellow of the Australian Institute of Medical Laboratory Scientists or holds appropriate equivalent qualifications shall be paid the following allowance:

Senior/Principal H.S., Master of Science (p/wk)	43.60	45.30	47.10
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PRINCIPAL HOSPITAL SCIENTIST (Principal Scientific Officer)

1st year	1,803.90	1,876.10	1,951.10
2nd year	1,848.90	1,922.90	1,999.80
3rd year	1,898.70	1,974.60	2,053.60
4th year	1,943.90	2,021.70	2,102.60
5th year	1,991.10	2,070.70	2,153.50
6th year	2,037.60	2,119.10	2,203.90
7th year	2,084.70	2,168.10	2,254.80
8th year	2,132.30	2,217.60	2,306.30
9th year	2,178.70	2,265.80	2,356.40
10th year & thereafter	2,226.80	2,315.90	2,408.50

Provided that a Principal Hospital Scientist shall not progress beyond the salary prescribed for the fourth year of the scale unless such officer holds a post-graduate degree in Science at least equivalent to the Degree of

Doctor of Philosophy of an approved university or has been admitted as a Fellow of the Australian Association of Clinical Biochemists, or holds such qualifications as are deemed equivalent.

TRAINEE HOSPITAL SCIENTIST

1st year	441.80	459.50	477.90
2nd year	478.00	497.10	517.00
3rd year	549.80	571.80	594.70
4th year	630.30	655.50	681.70
5th year	709.00	737.40	766.90
6th year	780.90	812.10	844.60

The Commencing salary of the Trainee Hospital Scientist who on appointment has completed part of a degree course shall be fixed having regard to that part of the course that has been successfully completed.

Provided that each year of full-time or part-time study for an appropriate degree combined with employment as a Trainee Hospital Scientist shall be considered for salary purposes as the equivalent of one year's service in the Trainee Hospital Scientist scale.

HOSPITAL SCIENTIST IN-CHARGE OF SECTION

1st year	1,272.60	1,323.50	1,376.40
2nd year	1,315.20	1,367.80	1,422.50
3rd year	1,351.90	1,406.00	1,462.20

CHIEF HOSPITAL SCIENTIST IN-CHARGE OF LAB

Less than 200 A.D.A.			
1st year	1,500.00	1,560.00	1,622.40
2nd year	1,541.60	1,603.30	1,667.40
3rd year	1,593.90	1,657.70	1,724.00
More that 200 A.D.A.			
1st year	1,593.90	1,657.70	1,724.00
2nd year	1,642.50	1,708.20	1,776.50
3rd year	1,683.80	1,751.20	1,821.20

TRANSFERRED HOSPITAL SCIENTISTS (Scientific Officers)

HOSPITAL SCIENTIST (Scientific Officer) - Oliver Latham Laboratory

5th year	1,027.60	1,068.70	1,111.40
6th year	1,093.00	1,136.70	1,182.20
7th year	1,146.20	1,192.00	1,239.70
8th year & thereafter	1,183.20	1,230.50	1,279.70

SENIOR OR CHIEF HOSPITAL SCIENTIST (Senior Scientific Officer) - Oliver Latham Laboratory

1st year	66,405	69,061	1,823
2nd year	68,625	71,370	74,225
3rd year	70,547	73,369	76,304
4th year	78,270	81,401	84,657
5th year	80,443	83,661	87,007
6th year	83,157	86,483	89,942
7th year	85,693	89,121	92,686
8th year & thereafter	87,860	91,374	95,029

PRINCIPAL HOSPITAL SCIENTIST (Principal Scientific Officer) - Oliver Latham Laboratory			
3rd year	1,898.70	1,974.60	2,053.60
4th year	1,943.90	2,021.70	2,102.60
5th year	1,991.10	2,070.70	2,153.50
6th year	2,037.60	2,119.10	2,203.90
7th year	2,084.70	2,168.10	2,254.80
8th year	2,132.30	2,217.60	2,306.30
9th year	2,178.70	2,265.80	2,356.40
10th year & thereafter	2,226.80	2,315.90	2,408.50
HOSPITAL SCIENTIST (Scientific Officer) - I.C.P.M.R.			
8th year	1,183.20	1,230.50	1,279.70

SENIOR HOSPITAL SCIENTIST (Senior Scientific Officer) - I.C.P.M.R.

1st year	1,272.60	1,323.50	1,376.40
2nd year	1,315.20	1,367.80	1,422.50
3rd year	1,351.90	1,406.00	1,462.20
4th year	1,500.00	1,560.00	1,622.40
5th year	1,541.60	1,603.30	1,667.40
6th year	1,593.90	1,657.70	1,724.00
7th year	1,642.50	1,708.20	1,776.50
8th year & thereafter	1,683.80	1,751.20	1,821.20

HOSPITAL SCIENTIST (SCIENTIFIC OFFICER) - UNITED DENTAL HOSPITAL

Hospital Scientist (Scientific Officer)

1st year	816.70	849.40	883.40
2nd year	847.40	881.30	916.60
3rd year	899.60	935.60	973.00
4th year	961.20	999.60	1,039.60
5th year	1,027.60	1,068.70	1,111.40
6th year	1,093.00	1,136.70	1,182.20
7th year	1,146.20	1,192.00	1,239.70
8th year & thereafter	1,183.20	1,230.50	1,279.70

Senior Hospital Scientist (Senior Scientific Officer)

1st year	1,272.60	1,323.50	1,376.40
2nd year	1,315.20	1,367.80	1,422.50
3rd year	1,351.90	1,406.00	1,462.20
4th year	1,500.00	1,560.00	1,622.40
5th year	1,542.20	1,603.90	1,668.10
6th year	1,593.90	1,657.70	1,724.00
7th year	1,642.50	1,708.20	1,776.50
8th year & thereafter	1,683.80	1,751.20	1,821.20

Principal Hospital Scientist (Principal Scientific Officer)

1st year	1,800.70	1,872.70	1,947.60
2nd year	1,848.90	1,922.90	1,999.80
3rd year	1,898.70	1,974.60	2,053.60
4th year	1,943.90	2,021.70	2,102.60
5th year	1,991.00	2,070.60	2,153.40

6th year	2,037.60	2,119.10	2,203.90
7th year	2,084.70	2,168.10	2,254.80
8th year	2,132.30	2,217.60	2,306.30
9th year	2,178.40	2,265.50	2,356.10
10th year & thereafter	2,226.80	2,315.90	2,408.50

Trainee Hospital Scientist

1st year	428.80	446.00	463.80
2nd year	463.90	482.50	501.80
3rd year	533.90	555.30	577.50
4th year	611.80	636.30	661.80
5th year	688.50	716.00	744.60
6th year	758.10	788.40	819.90

Chief Hospital Scientist

1st year	1,500.00	1,560.00	1,622.40
2nd year	1,541.50	1,603.20	1,667.30
3rd year	1,593.90	1,657.70	1,724.00

LIBRARY STAFF			
Librarian-Grade 1			
Year 1	42,825	44,538	46,320
Year 2	45,314	47,127	49,012
Year 3	47,877	49,792	51,784
Year 4	50,860	52,894	55,010
Year 5	53,413	55,550	57,772
Year 6	55,952	58,190	60,518
Librarian-Grade 2			
Year 1	58,299	60,631	63,056
Year 2	60,584	63,007	65,527
Year 3	63,594	66,138	68,784
Year 4	66,148	68,794	71,546
Librarian-Grade 3			
Year 1	69,627	72,412	75,308
Year 2	71,777	74,648	77,634
Year 3	74,596	77,580	80,683
Year 4	77,576	80,679	83,906
Librarian-Grade 4			
Year 1	79,899	83,095	86,419
Year 2	82,250	85,540	88,962
Year 3	84,679	88,066	91,589
Year 4	87,318	90,811	94,443
Library Assistant			
Year 1	33,496	34,836	36,229
Year 2	35,547	36,969	38,448
Year 3	37,775	39,286	40,857
Year 4	40,590	42,214	43,903
Year 5	42,089	43,773	45,524

Library Technician - Grade 1			
Year 1	42,825	44,538	46,320
Year 2	45,314	47,127	49,012
Year 3	47,877	49,792	51,784
Year 4	50,860	52,894	55,010

MEDICAL OFFICERS

INTERN	46,178	48,025	49,946
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RESIDENT

1st year	54,127	56,292	58,544
2nd year	59,533	61,914	64,391
3rd year	67,429	70,126	72,931
4th year	73,200	76,128	79,173

REGISTRAR

1st year	67,429	70,126	72,931
2nd year	73,200	76,128	79,173
3rd year	78,995	82,155	85,441
4th year	84,558	87,940	91,458

SENIOR REGISTRAR	95,075	98,878	102,833
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For the purposes of calculation of payments to officers pursuant to the provisions of this award, one hour's pay shall be calculated in accordance with the following formula:

$$\frac{\text{Annual Salary}}{52.17857} \times \frac{1}{38}$$

and one day's pay shall be calculated by multiplying one hour's pay (as calculated in accordance with the above formula) by 7.6

ALLOWANCES

Higher Medical Qualification Allowance (p/wk)	43.16	43.16	43.16
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The above allowance is paid to officers who obtain an appropriate higher medical qualification subsequent to graduation. It does not apply to an officer appointed as a Senior Registrar.

The salary prescribed for a Senior Registrar has taken into account that a higher medical qualification is a prerequisite for appointment.

Higher medical Qualification after 5 years (p/wk)	21.58	21.58	21.58
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The qualification allowance is paid when an Officer in his/her fifth and subsequent years of registrar-ship is expected to meet the formal requirements of a higher medical qualification in that year.

PART-TIME MEDICAL OFFICERS

Less than 3 yrs post- graduate experience (p/hr)	39.10	40.70	42.30
More that 3 yrs post- graduate experience (p/hr)	45.60	47.40	49.30

More that 6 yrs post- graduate experience (p/hr)	55.20	57.40	59.70
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Provided that no officer may be employed for more than 24 hours in any period of 7 consecutive days.

Formula: Part-time Medical Officer with less that 3 years post-graduate experience = 1st year Registrar divided by 52.17857 divided by 38 plus 15%.

Part-time Medical Officer with more than 3 years post-graduate experience = 3rd year Registrar divided by 52.17857 divided by 38 plus 15%.

Part-time Medical Officer with more that 6 years post-graduate experience = Senior Registrar divided by 52.17857 divided by 38 plus 15%

TRANSFERRED MEDICAL OFFICERS

Less than 6 yrs post-graduate experience (p/hr)	44.40	46.20	48.00
6 to less than 10 yrs post graduate exper. (p/hr)	63.90	66.50	69.20
10 yrs or more post-graduate experience (p/hr)	69.90	72.70	75.60
Possess Dip. of Psychological (p/hr)	65.70	68.30	71.00
Dip. of Psychological Medical more than 2 yrs (p/hour)	69.90	72.70	75.60
Medical Officer-5th Schedule - 10th year	100,004	104,004	108,164
Community Physician	125,658	130,684	135,911

MEDICAL RECORDS ADMINISTRATOR			
1st year	40,938	42,576	44,279
2nd year	42,600	44,304	46,076
3rd year	44,845	46,639	48,505
4th year	46,910	48,786	50,737
5th year	49,035	50,996	53,036
6th year	51,426	53,483	55,622
7th year & thereafter	53,598	55,742	57,972

RESEARCH/ANALYST/ SPECIALIST DEPT. OR SECTION	57,138	59,424	61,801
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MEDICAL RECORDS MANAGER

Grade 1	58,890	61,246	63,696
Grade 2	60,947	63,385	65,920
Grade 3	63,317	65,850	68,484
Grade 4	68,343	71,077	73,920
Grade 5	70,728	73,557	76,499
Grade 6	73,257	76,187	79,234
Grade 7	75,966	79,005	82,165
Grade 8	81,791	85,063	88,466

COUNTRY REGIONS	70,728	73,557	76,499
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MEDICAL SUPERINTENDENTS

CHIEF EXECUTIVE OFFICER

Level 1	158,296	164,628	171,213
- 16% Clinical Loading	25,327	26,340	27,394
Level 2	150,846	156,880	163,155
- 16% Clinical Loading	24,135	25,101	26,105
Level 3	143,392	149,128	155,093
- 16% Clinical Loading	22,943	23,860	24,815
Level 4	116,106	120,750	125,580
- 16% Clinical Loading	18,577	19,320	20,093
Level 5	106,174	110,421	114,838
- 16% Clinical Loading	16,988	17,667	18,374

MEDICAL SUPER/DEPUTY CHIEF EXECUTIVE OFFICER

Level 1	150,846	156,880	163,155
- 16% Clinical Loading	24,135	25,101	26,105
Level 2	143,392	149,128	155,093
- 16% Clinical Loading	22,943	23,860	24,815
Level 3	133,470	138,809	144,361
- 16% Clinical Loading	21,355	22,209	23,098
Level 4	106,174	110,421	114,838
- 16% Clinical Loading	16,988	17,667	18,374
Level 5	101,210	105,258	109,468
- 16% Clinical Loading	16,194	16,841	17,515
DEPUTY MEDICAL SUPERINTENDENT			
Level 1	133,470	138,809	144,361
- 16% Clinical Loading	21,355	22,209	23,098
Level 2	116,106	120,750	125,580
- 16% Clinical Loading	18,577	19,320	20,093
Level 3	106,174	110,421	114,838
- 16% Clinical Loading	16,988	17,667	18,374

ASSISTANT MEDICAL SUPERINTENDENT

Level 1			
- 1st year	111,145	115,591	120,215
- 16% Clinical Loading	17,783	18,495	19,234
- 2nd year	116,106	120,750	125,580
- 16% Clinical Loading	18,577	19,320	20,093
Level 2			
- 1st year	101,210	105,258	109,468
- 16% Clinical Loading	16,194	16,841	17,515
- 2nd year	106,174	110,421	114,838
- 16% Clinical Loading	16,988	17,667	18,374
Level 3			
- 1st year	96,261	100,111	104,115
- 16% Clinical Loading	15,402	16,018	16,658
- 2nd year	101,210	105,258	109,468
- 16% Clinical Loading	16,194	16,841	17,515
Level 4			
- 1st year	86,326	89,779	93,370
- 16% Clinical Loading	13,812	14,365	14,939

- 2nd year	91,292	94,944	98,742
- 16% Clinical Loading	14,607	15,191	15,799

CLINICAL SUPERINTENDENT

Level 1			
- 1st year	101,210	105,258	109,468
- 16% Clinical Loading	16,194	16,841	17,515
- 2nd year	106,174	110,421	114,838
- 16% Clinical Loading	16,988	17,667	18,374
Level 2			
- 1st year	96,261	100,111	104,115
- 16% Clinical Loading	15,402	16,018	16,658
- 2nd year	101,210	105,258	109,468
- 16% Clinical Loading	16,194	16,841	17,515

ALLOWANCES

The qualification allowance shall only apply to those officers who were receiving this allowance as of April, 1986 and have continued to remain in the position held by them as of that date.

Higher Medical Qualification Allowance- where an officer holds a higher medical qualification relevant to his/her hospital work (p/week)	38.66	38.66	38.66
Diploma Hospital Admin. issued AIHA (p/week)	22.77	22.77	22.77

Diploma or Degree in Hospital Administration from a University-where the officer has no higher medical qualification, but holds a diploma or degree in Hospital Administration.

(p/week)	22.77	22.77	22.77
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Hospitals are graded at level indicated below:

Level 1 - Royal Prince Alfred Hospital, Prince Henry/Prince of Wales Hospital Group, Royal North Shore Hospital, The Parramatta Hospitals, Royal Newcastle Hospital

Level 2 - St.Vincent's Hospital, Darlinghurst, St.George Hospital, Royal Alexandra Hospital for Children.

Level 3 - Sydney Hospital, Hornsby & Ku-Ring-Gai Hospital, Wollongong Hospital, Bankstown Hospital, Blacktown District Hospital, Gosford Hospital, Liverpool Hospital, Mater Misericordiae Hospital-Waratah, Sutherland Hospital, Royal Hospital for Women, Tamworth Group, Moree Group, Armidale Group, Maitland Group.

Level 4 - Albury Base Hospital, Auburn District Hospital, Balmain District Hospital, Broken Hill & District Hospital, Canterbury Hospital, Cessnock District Hospital, Dubbo Base Hospital, Fairfield District Hospital, Grafton Base Hospital, Lewisham Hospital, Lismore Base Hospital, Mater Misericordiae Hospital-North Sydney, Manning River District Hospital, Mount Druitt Hospital, Nepean District Hospital, Orange Base Hospital, Ryde Hospital, Wagga Wagga Base Hospital Port Kembla District Hospital, Manly District Hospital, St.Margaret's Hospital for Women, Mona Vale District Hospital, Wallsend Hospital, Goulburn Group, Queanbeyan Group, Bega Group, Young Group, Hastings Valley, Group, Macleay Valley Group.

Level 5 - Langton Clinic, Royal Ryde Homes, Griffith Base Hospital, Western Suburbs Hospital, Bathurst District Hospital, Blue Mountains District Anzac Memorial Hospital, Camden Hospital, Lithgow District Hospital, Marrickville District Hospital, Royal South Sydney Hospital, St.Joseph's Hospital -Auburn,

St.Luke's Hospital, Hawkesbury District Hospital, Harbour District Hospital, Campbelltown District Hospital, Rachel Forster Hospital.

Medical Superintendent- Personal-Dr. Hensen	154,185	160,352	166,766
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MEDICAL ADMINISTRATION TRAINING SCHEME

1st year	82,004	85,284	88,695
2nd year	86,326	89,779	93,370
3rd year	96,261	100,111	104,115
4th year	101,210	105,258	109,468
5th year	106,174	110,421	114,838
6th year	111,145	115,591	120,215
7th year	116,106	120,750	125,580

Exception of Annual Leave & Clinical Loading Annual Leave entitlement is 4 weeks

No Clinical Loading is payable.

MUSIC THERAPIST

SESSIONAL MUSIC THERAPIST

Session=3.5 hours (p/session)	124.30	129.30	134.50
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UNQUALIFIED MUSIC THERAPIST

Junior

16 years and under (p/hour)	11.33	11.78	12.25
17 years and under (p/hour)	13.12	13.64	14.19
18 years (p/hour)	14.81	15.40	16.02
19 years (p/hour)	16.64	17.31	18.00
20 years(p/hour)	18.58	19.32	20.09
Adult			
1st year (p/hour)	19.83	20.62	21.44
2nd year (p/hour)	20.27	21.08	21.92
3rd year & thereafter (p/hour)	20.66	21.49	22.35

QUALIFIED MUSIC THERAPIST

1st year	717.10	745.80	775.60
2nd year	759.00	789.40	821.00
3rd year	798.90	830.90	864.10
4th year	838.90	872.50	907.40
5th year	879.00	914.20	950.80
6th year	923.00	959.90	998.30
7th year & thereafter	964.70	1,003.30	1,043.40

NURSE COUNSELLORS

Non-Graduate

1st year of service	37,500	39,000	40,560
2nd year of service	39,270	40,841	42,475
3rd year of service	41,527	43,188	44,916
4th year of service	43,613	45,358	47,172
5th year of service	45,849	47,683	49,590

Graduate

1st year of service	41,802	43,474	45,213
2nd year of service	43,809	45,561	47,383
3rd year of service	46,555	48,417	50,354
4th year of service	49,032	50,993	53,033
5th year of service	51,950	54,028	56,189
6th year of service	54,294	56,466	58,725
7th year of service	56,516	58,777	61,128
8th year of service	58,496	60,836	63,269
9th year of service	61,332	63,785	66,336

OCCUPATIONAL THERAPISTS

Grade 1

1st year of service	42,612	44,316	46,089
2nd year of service	44,217	45,986	47,825
3rd year of service	46,923	48,800	50,752
4th year of service	50,158	52,164	54,251
5th year of service	53,628	55,773	58,004
6th year of service	57,030	59,311	61,683
7th year of service	59,800	62,192	64,680

Provided that the commencing rate of salary payable to an employee who has obtained an appropriate degree or appropriate degree plus associated diploma requiring a minimum of four years full-time study shall be paid the rate prescribed for the second year of service.

Provided that an employee who has obtained an appropriate degree requiring a minimum of three and one half years full-time study shall, after six months relevant full-time service, be paid the rate prescribed for the second year of service.

Grade 2	61,732	64,201	66,769
Grade 3	66,402	69,058	71,820
Grade 4	68,623	71,368	74,223
Grade 5	70,550	73,372	76,307
Grade 6	72,466	75,365	78,380

SESSIONAL OCCUPATIONAL THERAPIST

(session=3.5 hrs) (per session)	147.80	153.70	159.80
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ALLOWANCES

Part-time Student Unit Supervisor Allowance

Per student supervised - per shift	6.10	6.30	6.60
Maximum Part-time Student Unit S/visor. Allow (per week)	126.80	131.90	137.20

Provided that:

- (1) the allowance shall not be payable to a person occupying a position graded at Grade 3 or above;
- (2) only one person can receive the allowance for a student on each shift;

- (3) no person shall receive the allowance for a student who is being supervised by a Student Unit Supervisor (i.e. full-time);
- (4) the maximum amount payable to a person by way of this allowance in any one week shall be the amount derived by subtracting the rate prescribed for the 7th year of Grade 1 from the rate prescribed for Grade 3 then dividing the amount by 52.17857 (see above).

Sole Occupational Therapist Allowance			
(Payable to Grade 1 only) (per week)	22.00	22.00	22.00

A sole Occupational Therapist shall mean an Occupational Therapist-Grade 1 who is not responsible to another Occupational Therapist and is the only Occupational Therapist in a particular hospital or elsewhere including Community Centres.

REGIONAL ADVISOR

Level 1 - South Eastern, South West, Orana, Far West	66,402	69,058	71,820
Level 2 - North Coast, Illawarra, New England Central West	68,623	71,368	74,223
Level 3 - Metropolitan and Hunter	72,466	75,365	78,380

PART-TIME REGIONAL ADVISOR

A part-time Regional Advisor shall be paid the rate applicable to the employee's substantive position, plus a part-time Regional Advisor Allowance as follows:

Level 1 (per week)	76.90	80.00	83.20
Level 2 (per week)	96.30	100.20	104.20
Level 3 (per week)	134.50	139.90	145.50

ON-CALL OCCUPATIONAL THERAPIST

(per on-call period)	6.70	6.70	6.70
(per week)	33.40	33.40	33.40

TRANSFERRED OCCUPATIONAL THERAPISTS

Grade 1 - 7th year of service	59,800	62,192	64,680
Grade 2	61,732	64,201	66,769
Grade 3	66,402	69,058	71,820
Grade 4	68,623	71,368	74,223

ORTHOPTISTS

1st year of service	791.40	823.10	856.00
2nd year of service	816.00	848.60	882.50
3rd year of service	860.50	894.90	930.70
4th year of service	905.50	941.70	979.40
5th year of service	952.60	990.70	1,030.30
6th year of service	999.30	1,039.30	1,080.90
7th year of service	1,047.00	1,088.90	1,132.50
8th year of service	1,100.70	1,144.70	1,190.50

ORTHOPTIST STUDENT UNIT SUPERVISOR	1,100.70	1,144.70	1,190.50
SESSIONAL ORTHOPTIST (session = 3.5 hours) (per session)	124.30	129.30	134.50
IN-CHARGE ALLOWANCE			
In-charge 1 - 3 staff (per week)	24.10	24.10	24.10
In-charge 4 - 5 staff (per week)	45.80	45.80	45.80
In-charge 6 - 9 staff (per week)	68.60	68.60	68.60
In-charge 10-14 staff (per week)	85.90	85.90	85.90
In-charge 15-19 staff (per week)	104.60	104.60	104.60
TRANSFERRED ORTHOPTISTS			
8th year of service	1,037.70	1,079.20	1,122.40
PHYSIOTHERAPISTS			
Grade 1			
1st year of service	42,612	44,316	46,089
2nd year of service	44,217	45,986	47,825
3rd year of service	46,923	48,800	50,752
4th year of service	50,158	52,164	54,251
5th year of service	53,628	55,773	58,004
6th year of service	57,030	59,311	61,683
7th year of service	59,800	62,192	64,680

Provided that the commencing rate of salary payable to an employee who has obtained an appropriate degree or appropriate degree plus associated diploma requiring a minimum of four years full-time study shall be paid the rate prescribed for the second year of service.

Provided that an employee who has obtained an appropriate degree requiring a minimum of three and one half years full-time study shall, after six months relevant full-time service, be paid the rate prescribed for the second year of service.

Grade 2	61,732	64,201	66,769
Grade 3	66,402	69,058	71,820
Grade 4	68,623	71,368	74,223
Grade 5	70,550	73,372	76,307
Grade 6	72,466	75,365	78,380
Grade 7	74,475	77,454	80,552

SESSIONAL PHYSIOTHERAPIST (session = 3.5 hours) (per session)	147.80	153.70	159.80
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ALLOWANCES

Part-time Student Unit Supervisor supervised - per shift)	6.10	6.30	6.60
Maximum Part-time Student Unit S/visor Allow. (per week)	126.80	131.90	137.20

Provided that:

- (1) the allowance shall not be payable to a person occupying a position graded at Grade 3 or above;
- (2) only one person can receive the allowance for a student on each shift;

- (3) no person shall receive the allowance for a student who is being supervised by a Student Unit Supervisor (i.e. full-time);
- (4) the maximum amount payable to a person by way of this allowance in any one week shall be the amount derived by subtracting the rate prescribed for the 7th year of Grade 1 from the rate prescribed for Grade 3 then dividing the amount by 52.17857 (see above).

Sole Physiotherapist Allowance (per week)	22.00	22.00	22.00
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A sole Physiotherapist shall mean a Physiotherapist Grade 1 who is not responsible to another Physiotherapist and is the only Physiotherapist in a particular hospital or elsewhere including Community Centres.

PART-TIME REGIONAL ADVISOR

A part-time Regional Advisor shall be paid the rate applicable to the employee's substantive position plus a part-time Regional Advisor allowance as follows:

Level 1 (per week)	76.90	80.00	83.20
Level 2 (per week)	96.30	100.20	104.20
Level 3 (per week)	134.50	139.90	145.50

ON-CALL PHYSIOTHERAPIST

per on-call period (per week)	6.70 33.40	6.70 33.40	6.70 33.40
TRANSFERRED PHYSIOTHERAPISTS			
Grade 1 - 7th year of service	1,080.40	1,123.60	1,168.50
PROJECT MANAGER			
Grade 1			
1st year	64,227	66,796	69,468
2nd year	65,966	68,605	71,349
Grade 2			
1st year	68,658	71,404	74,260
2nd year	70,726	73,555	76,497
Grade 3			
1st year	73,132	76,057	79,099
2nd year	75,184	78,191	81,319
Grade 4			
1st year	77,918	81,035	84,276
2nd year	79,992	83,192	86,520
REMEDIAL GYMNAST(QUALIFIED)			
1st year	695.60	723.40	752.30
2nd year	716.80	745.50	775.30
3rd year	759.20	789.60	821.20
4th year	798.90	830.90	864.10
5th year	839.80	873.40	908.30
6th year & thereafter	880.30	915.50	952.10

SEXUAL ASSAULT WORKERS			
Graduate			
1st year	41,416	43,073	44,796
2nd year	43,406	45,142	46,948
3rd year	46,099	47,943	49,861
4th year	48,693	50,641	52,667
5th year	51,564	53,627	55,772
Non-Graduate - Grade 1			
1st year	35,928	37,365	38,860
2nd year	38,067	39,590	41,174
3rd year	40,155	41,761	43,431
4th year	42,275	43,966	45,725
5th year	44,287	46,058	47,900
Non-Graduate - Grade 2			
1st year	46,400	48,256	50,186
2nd year	48,468	50,407	52,423
SOCIAL EDUCATORS			
1st year	43,406	45,142	46,948
2nd year	46,099	47,943	49,861
3rd year	48,693	50,641	52,667
4th year	51,564	53,627	55,772
5th year	54,236	56,405	58,661
6th year	56,504	58,764	61,115
7th year	58,764	61,115	63,560
8th year & thereafter	61,316	63,769	66,320
PROGRAM DIRECTOR			
1st year	78,089	81,213	84,462
2nd year	79,899	83,095	86,419

SOCIAL WORKERS

Grade 1			
1st year	41,802	43,474	45,213
2nd year	43,809	45,561	47,383
3rd year	46,555	48,417	50,354
4th year	49,032	50,993	53,033
5th year	51,950	54,028	56,189
6th year	54,294	56,466	58,725
7th year	56,516	58,777	61,128
8th year	58,496	60,836	63,269
9th year & thereafter	61,332	63,785	66,336

Provided that the commencing rate of salary payable to an officer who has obtained an appropriate degree and/or diploma of a recognised university requiring a minimum of four years full-time study or qualifications deemed by the Health Administration Corporation to be equivalent thereof, shall be paid the rate prescribed for the second year of service.

Grade 2	64,854	67,448	70,146
Grade 3	69,622	72,407	75,303
Grade 4	73,271	76,202	79,250
Grade 5	76,918	79,995	83,195

TRANSFERRED SOCIAL WORKERS AS AT 1/10/86

Grade 1 - 9th year & thereafter	61,332	63,785	66,336
Grade 2	64,854	67,448	70,146
Grade 3	69,622	72,407	75,303

SPEECH PATHOLOGISTS

Grade 1			
1st year of service	42,612	44,316	46,089
2nd year of service	44,217	45,986	47,825
3rd year of service	46,923	48,800	50,752
4th year of service	50,158	52,164	54,251
5th year of service	53,628	55,773	58,004
6th year of service	57,030	59,311	61,683
7th year of service	59,800	62,192	64,680

Provided that the commencing rate of salary payable to an employee who has obtained an appropriate degree plus associated diploma requiring a minimum of four years full-time study shall be paid the rate prescribed for the second year of service.

Provided that an employee who has obtained an appropriate degree requiring a minimum of three and one half years full-time study shall, after six months relevant full-time service, be paid the rate prescribed for the second year of service.

Grade 2	61,732	64,201	66,769
Grade 3	66,402	69,058	71,820
Grade 4	68,623	71,368	74,223
Grade 5	70,550	73,372	76,307

SESSIONAL SPEECH PATHOLOGIST (session = 3.5 hour) (per session)	147.80	153.70	159.80
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ALLOWANCES

Part-time Student Unit Supervisor			
Per student supervised (per shift)	6.10	6.30	6.60
Maximum part-time Student Supervisor Allow. (per week)	126.80	131.90	137.20

Provided that:

- (1) the allowance shall not be payable to a person occupying a position graded at Grade 3 or above;
- (2) only one person can receive the allowance for a student on each shift;
- (3) no person shall receive the allowance for a student who is being supervised by a Student Unit Supervisor (i.e. full-time);
- (4) the maximum amount payable to a person by way of this allowance in any one week shall be the amount derived by subtracting the rate prescribed for the 7th year of Grade 1 from the rate prescribed for Grade 3 then dividing the amount by 52.17857 (see above).

Sole Speech Pathologist Allowance

payable to Grade 1 only (per week)	22.00	22.00	22.00
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A sole Speech Pathologist shall mean a Speech Pathologist Grade 1 who is not responsible to another Speech Pathologist and is the only Speech Pathologist in a particular hospital or elsewhere including Community Centres.

REGIONAL ADVISOR

Level 1 - South Eastern, South West, Orana, Far West	66,402	69,058	71,820
Level 2 - North Coast, Illawarra, New England, Central West	68,623	71,368	74,223
Level 3 - Metropolitan and Hunter	72,466	75,365	78,380

PART-TIME REGIONAL ADVISOR

A part-time Regional Advisor shall be paid the rate applicable to the employee's substantive position, plus a part-time Regional Advisor allowance as follows:

Level 1 (per/week)	76.90	80.00	83.20
Level 2 (per week)	96.30	100.20	104.20
Level 3 (per week)	134.50	139.90	145.50

ON-CALL SPEECH PATHOLOGIST

(per on-call period) (p/week)	6.70 33.40	6.70 33.40	6.70 33.40
WELFARE OFFICERS			
Junior			
At less than 19 years	22,177	23,064	23,987
At 19 years	24,940	25,938	26,976
At 20 years	27,576	28,679	29,826
Adult - Grade 1			
1st year	35,928	37,365	38,860
2nd year	38,067	39,590	41,174
3rd year	40,155	41,761	43,431
4th year	42,275	43,966	45,725
5th year	44,287	46,058	47,900
Adult - Grade 2			
1st year	46,400	48,256	50,186
2nd year & thereafter	48,468	50,407	52,423
ALLOWANCE			
Welfare Officer (Social) 2 years on Maximum (per week)	45.20	47.00	48.90

PART - C**LIST OF AWARDS**

Public Hospitals (Medical Superintendents) Award
Public Hospitals (Career Medical Officers) (State) Award
Public Hospital (Medical Officers) Award
Hospital Scientists (State) Interim Award
Scientific Officers (Public Hospital Dietitians) Award
Public Hospitals Professional Engineers (Biomedical Engineers) (State) Award
Public Hospital (Physiotherapists, Occupational Therapists and Speech Pathologists) (State) Award
Public Hospital Social Workers Award
Public Hospitals Librarians (State) Award
Public Hospital Medical Record Librarians Award
Public Hospital Dental Assistants (State) Award
Dental Therapists New South Wales (State) Award
Dental Officers (Public Hospitals and Department of Health) (State) Award

R. P. BOLAND *J.*

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(349)

SERIAL C4416

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

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 3377 of 2004)

Before The Honourable Justice Kavanagh

12 December 2005

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

Clause No.	Subject Matter
1.	Short Title
2.	Anti-Discrimination
3.	Wages
4.	Superannuation
5.	Special Rates
6.	Employment Categories
7.	Hours of Labour
8.	Test of Workings
9.	Machine Work
10.	Ventilation of Workings
11.	Wet Weather
12.	Rail and Sleeper Lifting and Dolly
13.	Tools
14.	Mixed Functions
15.	Protective Clothing
16.	Overtime
17.	Meal Allowance
18.	Sick Leave
19.	Personal/Carer's Leave
20.	Long Service Leave and Annual Holidays
21.	Annual Holidays Loading
22.	Holidays
23.	Change and Shelter Sheds
24.	Tea Break and Drinking Water
25.	Camping Area
26.	Compensation for Travel Patterns, Mobility Requirements of Employees and the Nature of Employment in the Construction Work Covered by this Award
27.	Country Work
28.	First Aid
29.	Employee Representative
30.	Payment of Wages and Termination of Employment
31.	Redundancy
32.	Automation and Mechanization

- 33. Definitions
- 34. Award Modernisation
- 35. Structural Efficiency Exercise
- 36. Enterprise Arrangements
- 37. Damage to Clothing
- 38. Bereavement Leave
- 39. Jury Service
- 40. Settlement of Disputes
- 41. Deduction of Union Membership Fees
- 42. Area, Incidence and Duration

PART B - MONETARY RATES

Table 1 - Classifications and Rates of Pay

Table 2 - Other Rates and Allowances

1. Short Title

This award shall be known by the title of General Construction (State) Award.

2. Anti-Discrimination

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

NOTES -

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

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

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

3. Wages

- (i) Employees covered by this award shall be entitled to wages in accordance with their classification, as set out in Table 1 - Classifications and Rates of Pay, of Part B, Monetary Rates and method of engagement, as set out in clause 6, Employment Categories, and in accordance with this clause.
- (ii) Daily Hire Employees - The All Purpose Hourly Rate applying to daily hire employees shall be calculated as follows:

	Item	Reference
	Applicable Base Weekly Rate	Section 1 of Table 1 of Part B, Monetary Rates
+	Industry Allowance (where applicable)	Clause 3(vi)
=	Subtotal	
x	Follow the Job Loading	Clause 3(viii)
+	Travel Pattern Loading (where applicable)	Clause 26(i)(b)
+	Sick Leave Loading	Clause 3(vii)(a)
=	Subtotal	
÷	38 hours	Clause 7(i)(a)
=	All Purpose Daily Hire Hourly Rate	

- (iii) Weekly Hire Employees - The All Purpose Hourly Rates applying to weekly hire employees shall be calculated as follows:

	Item	Reference
	Applicable Base Weekly Rate	Section 2 of Table 1 of Part B, Monetary Rates
+	Industry Allowance (where applicable)	Clause 3(vi)
+	Travel Pattern Loading (where applicable)	Clause 26(i)(b)
+	Sick Leave Loading (where applicable)	Clause 3(vii)
=	Subtotal	
÷	38 hours	Clause 7(i)(a)
=	All Purpose Weekly Hire Hourly Rate	

- (iv) Casual Employees
- There shall be a 20% casual loading for casual employees. Such loading shall be in compensation for inter alia, the casual nature of the engagement, annual holidays and annual holidays loading, sick leave, personal/carer's leave, bereavement leave, jury service, public holidays not worked, and redundancy.
 - The casual loading shall be applied to the applicable all purpose hourly rate for the classification and method of engagement concerned.
- (v) The rates of pay in this award include the adjustments payable under State Wage Case 2005. This adjustment may be offset against:
- any equivalent overaward payments, and/or
 - award wage increases since 29 May 1991 other than safety net adjustments and minimum rates adjustments.
- (vi) Industry Allowance - Employees working in the open on civil and/or mechanical engineering projects and thereby being subjected to climatic conditions, i.e., dust blowing in the wind, dripping from newly

poured concrete, sloppy and muddy conditions, the lack of usual amenities associated with factory work (e.g., meal rooms, change rooms, lockers, etc.) shall be paid an additional amount for all purposes, calculated at the rate per week as set out in the Item 2, of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, of this Award.

(vii) Sick Leave Allowance

- a. Employees, including casual employees, shall be entitled to an additional amount for all purposes calculated at the rate per week as set out in Item 1 of the said Table 2. This amount is in compensation for the non-payment of sick leave and the non-accumulation of sick leave.
- b. An employer employing weekly hire employees pursuant to clause 6(ii) of this award shall cease to pay the sick leave allowance prescribed by paragraph (a) above no later than the first full pay period to commence on or after 3 months after the making of this interim award, and shall in lieu thereof provide sick leave in accordance with clause 18, Sick Leave, of this interim award.

(viii) Leading Hand Allowance - An employee appointed as a leading hand shall be paid an amount per hour as set out in Item 3 of the said Table 2.

4. Superannuation

Superannuation Legislation- The subject of superannuation is dealt with extensively by federal legislation including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth), the *Superannuation (Resolution of Complaints) Act 1993* (Cth), 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.

(i) Definitions - for the purpose of this Clause:

- (a) "the Fund" shall mean any fund meeting all the requirements of the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992*, the *Superannuation Industry (Supervision) Act 1993* (Cth), and the *Superannuation (Resolution of Complaints) Act 1993* (Cth), and shall include Construction and Building Unions Superannuation Fund (CBUS), FuturePlus Super (FPS) and ASSET.
- (b) "the employer" shall mean any Employer engaged in the industry to which Clause 42, Area, Incidence and Duration applies.
- (c) "the employee" shall mean any employee engaged under the terms of this award.
- (d) "ordinary time earnings" (which for the purposes of the *Superannuation Guarantee (Administration) Act 1992* will operate to provide a notional earnings base) shall mean the actual ordinary rate of pay the employee receives for ordinary hours of work including the wages and allowances as specified in Clause 3 Wages, Clause 5 Special Rates, and Clause 28(iii) First Aid allowance, together with those fares and travel allowances (as contained in clause 26) paid for days where ordinary time is worked, where applicable. The term includes any regular overaward pay as well as casual or daily hire rates received for ordinary hours of work. All other allowances and payments are excluded. [Note: for the purposes of this subclause "ordinary hours of work" includes ordinary hours of shiftwork where applicable].

(ii) Employer Contributions

- (b) The employer bound by this award shall sign and execute a Deed of Adherence for the appropriate Fund. Upon acceptance of the Deed by the Trustees of the Fund the employer shall, without delay, notify the employees who shall sign and execute an application for membership for the appropriate Fund. The employer shall pay to the Trustees of the Fund a weekly contribution, payable monthly, on behalf of each employee who has signed and executed an Application for membership for the appropriate Fund.

- (b) The employer may, in accordance with the governing rules of the relevant Fund, make such superannuation contributions for the benefit of an employee as will avoid the employer being required to pay superannuation guarantee charge under the superannuation legislation with respect to the employee for each week of employment. For the purposes of the superannuation legislation, the employee's ordinary time earnings are intended to provide the employee's notional earnings base. NOTATION: From 1 July 2002 employer contributions under the superannuation legislation is set at 9% of ordinary time earnings.

Contributions shall be payable from the date on which the employee signs and executes the application for membership referred to in paragraph (a) hereof, provided that the employer shall not be required to make payment to the Trustees of the Fund referred to in paragraph (a) hereof until a period of two (2) weeks has elapsed from the commencement of employment.

- (c) The contribution rate will be reviewed in accordance with decisions made from time to time by agreements entered into by the parties to the award.

(iii) Voluntary Employee Contributions

- (a) Subject to the governing rules of the relevant Fund, an employee who wishes to make contributions to the Fund may either forward his or her own contribution directly to the Fund administrators or authorise the employer to pay into the Fund from the employee's wages, amounts specified by the employee.
- (b) Employee contributions to the Fund deducted by the employer at the employee's request shall be held on the employee's behalf and subject to individual agreement shall meet the following conditions:
 - (i) The amount of contributions shall be expressed in whole dollars.
 - (ii) The employee shall have the right to adjust the level of contribution made on the employee's behalf from the first of the month following the giving of three month's written notice to the employer.
 - (iii) Contributions deducted under this subclause shall be forwarded to the Fund at the same time as contributions under subclause 4(ii).

(v) Exemptions

- (a) Employer members of The Australian Industry Group, who are not members of any other Employer Organisation, and who employ a majority of their employees in metal manufacturing work shall be exempt from the terms of this clause.
- (b) Public sector employers and employees bound by this award whose superannuation rights and obligations are governed by the *State Authorities Superannuation Act 1987 (NSW)* and/or the *First State Superannuation Act 1992 (NSW)* shall be exempt from the terms of this clause.

(vi) Expenses

The expenses incurred in the administration of the Fund shall be paid out of the assets of the Fund not by the employers nor the Unions.

5. Special Rates

(i) Working in the Rain -

- (a) All employees called upon to work in the rain, including tip persons and/or brace persons employed in connection with underground work, shall be paid an amount per day as set out in Item 4 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates

- (b) All maintenance patrolpersons shall be supplied with oilskins and gumboots, free of charge, by the employer. Such clothing shall be issued in good condition and shall be retained by the employee during the period of his/her employment. It shall be renewed by the employer when required. Patrolmen shall not be entitled to payment of the allowance provided by this clause.
- (ii) Wet Places and Slurry -
- (a)
- (1) Employers shall pay employees working in wet places an amount per hour as set out in Item 5 of the said Table 2 in addition to their ordinary rates, irrespective of the time worked.
- (2) For the purpose of this clause a place shall be deemed to be wet when water, other than rain, is falling so that the clothing of the employee shall be appreciably wet and/or when the water in the place where the employee is working is sufficient to saturate the boots of the employee.
- (3) In all underground workings which are wet, waterproof overalls shall be provided by the employer, free of charge, if necessary.
- (4) When an employee is required to work in water to a depth of -
- (i) Over 45.7 cm they shall be paid an amount per day as set out in Item 6 of the said Table 2;
- (ii) Over 91.4 cm they shall be paid an amount per day as set out in Item 7 of the said Table 2.
- (b) Where an employee is called upon to work in slurry he/she shall be paid an amount per hour as set out in Item 8 of the said Table 2, in addition to the ordinary rate, irrespective of the time so worked.
- (c) An employee shall not be entitled to wet pay and slurry pay during the same period of time.
- (d) The rates prescribed in this clause shall not be payable to an employee who is provided with suitable protective clothing and/or footwear except when working in slurry over 15.2 cm in depth.
- (iii) Removal of Snow - employees engaged in the removal of snow shall be paid the following rates in addition to their ordinary rate:
- Where the snow is 15.2 cm or more in depth - an amount per day as set out in Item 9 of the said Table 2;
- Where the snow is more than 2.5 cm and less than 15.2 cm in depth - an amount as set out in the said Item 9.
- (iv) Confined Space - Employees employed on bridge and wharf and road construction, who work in a place the dimensions of which necessitate working in a cramped position or without sufficient ventilation, shall be paid an allowance per hour as set out in Item 10 of the said Table 2, in addition to their ordinary rates whilst so engaged; provided that the extra rate herein prescribed for confined spaces shall not be payable unless the foreperson in charge of the job certifies that the conditions of the job require that the employees shall work in a stooped or otherwise cramped position or without proper ventilation. Should the foreperson's decision be in dispute the matter shall be dealt with in accordance with clause 40, Settlement of Disputes.

In so far as this sub-clause applies to roads the allowance shall not be payable to employees working inside pipes, conduits, access holes and culverts.

(v) Distant Places -

(a) All employees, working in districts west and north of and excluding State Highway No. 17 from Tocumwal to Gilgandra, State Highway No. 11 from Gilgandra to Tamworth, Trunk Road No. 73 to Yetman and State Highway No. 16 to Boggabilla up to the Western Division boundary and excluding the municipalities through which the road passes, shall be paid an amount per day as set out in Item 11 of the said Table 2; all employees working in the Western Division of the State shall be paid an amount per day as set out in the said Item 11.

(b) All employees, working within the area bounded by and inclusive of the Snowy River, the New South Wales border to Dalgety thence by road directly from Dalgety to Berridale and on the Snowy Mountains Highway at Adaminaby, thence to Blowering, thence by a line drawn from Blowering southwest to Welaregang and on to the Murray River, thence in a southeasterly direction along the New South Wales border to the point of commencement shall be paid an amount per day as set out in Item 12 of the said Table 2.

(vi) Road Construction - Employees engaged on road construction within the area bounded by and inclusive of the Queensland border on the north, State Highway No. 9 from Wallangarra to Bendemeer on the west, State Highway No. 11 from Bendemeer to Port Macquarie on the south and the coastline from Port Macquarie to Tweed Heads on the east, shall be paid an amount per day as set out in Item 13 of the said Table 2.

(vii) Height Money - Employees working on any structure at a height of more than 9.1 metres where an adequate fixed support of not less than 76.2 cm wide is not provided, shall be paid an amount per hour as set out in Item 14 of the said Table 2 in addition to their ordinary rates.

(viii) Explosive Power Tools - employees required to use explosive powered tools shall be paid an amount per day as set out in Item 15 of the said Table 2 for each day used.

(ix) Bricklayers' Labourers Lifting Other than Standard Bricks -

A bricklayer's labourer required to lift blocks (other than cindcrete blocks for plugging purposes) shall be paid the following additional rates:

Where the blocks weigh over 5.5 kg and under 9 kg - an amount per hour as set out in Item 16 of the said Table 2.

Where the blocks weigh 9 kg or over up to 18 kg - an amount per hour as set out in the said Item 16.

Where the blocks weigh over 18 kg - an amount per hour as set out in the said Item 16.

A bricklayer's labourer shall not be required to lift a building block in excess of 20 kg in weight unless such employee is provided with a mechanical aid or with an assisting employee; provided that a bricklayer's labourer shall not be required to manually lift any building block in excess of 20 kg in weight to a height of more than 1.2 m above the working platform.

(x) Roof Repairs - An employee engaged in the fixing or repairing of a roof in excess of 12.2 metres in height above the nearest floor level shall be paid an amount per hour as set out in Item 17 of the said Table 2. This subclause shall apply in lieu of any payment arising under subclause (vii).

(xi) Applying Obnoxious Substances -

(a) an employee engaged in either the preparation and/or the application of epoxy based materials or weedicide or pesticide or materials of a like nature shall be paid an amount per hour as set out in Item 18 of the said Table 2.

(b) when there is an absence of adequate natural ventilation by artificial means and/or supply an approved type of respirator and in addition protective clothing shall be supplied where recommended by the Health Commission of New South Wales, or any successor body.

- (c) employees working in close proximity to employees so engaged shall be paid an amount per hour as set out in Item 19 of the said Table 2.
- (d) for the purpose of this clause, all materials which include or require the addition of a catalyst hardener and reactive additives or two-pack catalyst system shall be deemed to be materials of a like nature.
- (xii) **Cleaning Down Brickwork** - An employee required to clean down bricks using acids or other corrosive substances shall be paid an amount per hour as set out in Item 20 of the said Table 2. While so employed employees will be supplied with gloves by the employer.
- (xiii) **Refractory Brickwork** - An employee engaged in the construction or alteration or repairs to boilers, flues, furnaces, retorts, kilns, ovens, ladles and similar refractory work shall be paid an amount per hour as set out in Item 21 of the said Table 2 whilst so engaged.
- (xiv) **Towers Allowance**
 - (i) An employee working on a chimney stack, spire, tower radio or television mast, or tower air shaft, cooling tower, water tower, or silo, where the construction exceeds fifteen metres in height shall be paid for all work above fifteen metres, an amount per hour as set out in Item 22 of the said Table 2, with an amount per hour additional as set out in the said Item 22 for work above each further fifteen metres.
 - (ii) This allowance shall not apply in addition to height money as prescribed in subclause (vii) of this clause.
- (xv) Employees involved in road construction work in the Illawarra region working in areas where coal wash is being unloaded, handled or spread shall be paid the amount per hour as set out in Item 23 of the said Table 2. This allowance shall be paid in substitution for any rate which might otherwise be payable for dirty, wet, confined spaces or similar disability.
- (xvi) **Dust Allowance** - Employees in the classification of weigher and batcher employed in the packaging and ancillary tasks of dry-mix sand and cement and other materials shall be paid an allowance per week as set out in Item 24 of the said Table 2 in consideration of dust.
- (xvii) Employees engaged under the classification "Tow Truck Attendant - Sydney Harbour Bridge Approaches", appearing in Section 2 of Table 1- Wages, of Part B, Monetary Rates shall be paid an allowance per hour as set out in item 36 of the said Table 2 for each hour or part thereof worked, if any part of this shift is worked on the roadway of the Sydney Harbour Bridge and approaches. Such allowance shall also be paid when the employee is engaged on overtime on the said paid work. The allowance is to compensate for the extra degree of exposure to traffic hazard and shall be paid only to employees engaged under the said classification who actually do the work on the roadway of the Sydney Harbour Bridge and approaches.

6. Employment Categories

- (i) An employer when engaging an employee must inform the employee in writing of the relevant category of employment of the employee, the name of the employer, the classification of the employee, and the relevant rate of pay. An employee may be employed as a weekly hire employee, daily hire employee or casual employee in accordance with this clause.
- (ii) A weekly hire employee shall mean an employee engaged and paid by the week in a classification in Section 2 - Weekly Hire Classifications of Table 1 - Classifications and Rates of Pay, of Part B- Monetary Rates. A weekly hire employee will receive the rates of pay and conditions of employment prescribed in this Award.

- (a) One week's notice shall be required, on either side, in order to terminate the employment of a weekly hire employee. Provided that an employer may pay up to a week's pay in lieu of providing a full week's notice of termination of employment.
 - (b) Where a weekly hire employee terminates his or her employment without providing the notice in paragraph (ii)(a) above, the employee shall forfeit any wages owed to him by the employer, to a maximum of one week's wages.
- (iii) A daily hire employee shall mean an employee engaged by the day in a classification in Section 1 - Daily Hire Classifications, of Table 1- Classifications and Rates of Pay, of Part B- Monetary Rates. A daily hire employee shall receive the rates of pay and conditions of employment prescribed in this Award.
- (a) A daily hire employee shall be entitled to a day's pay in accordance with clause 7 Hours of Labour, of this Award for every day he/she reports for work except when notified not later than the day before that he/she is not to so report.
 - (b) When a daily hire employee is discharged for misconduct or absents himself/herself from work or where work commences late due to weather conditions, except where otherwise provided for in clause 11 Wet Weather of this Award, the daily hire employee shall be paid proportionately for the time worked.
 - (c) A daily hire employee's employment may be terminated at a moment's notice, provided that where the employee has reported for work and is subsequently terminated by the employer, he or she shall be entitled to the remainder of that day's pay.
- (iv) A casual employee shall mean an employee engaged in any classification appearing in Table 1- Classifications and Rates of Pay, of Part B - Monetary Rates and who is paid in accordance with the provisions of this subclause. A casual employee shall be entitled to all of the applicable rates of pay and conditions of employment prescribed by this Award except annual holidays, annual holidays loading, sick leave, personal/carers leave, bereavement leave, jury service, holidays not worked, and redundancy.
- (a) On each occasion a casual employee is required to attend work the employee shall be entitled to payment for a minimum of four hours work, plus the relevant fares and travel allowance (where applicable) prescribed by clause 26.
 - (b) A casual employee for working ordinary time shall be paid 120 percent of the hourly rate prescribed by clause 3 for the employee's classification. This will be the casual employee's all purpose rate.
 - (c) A casual employee required to work shift work, overtime or weekend work shall be entitled to the relevant rates prescribed by clause 7 or 16 of this Award, provided that:
 - (i) where the relevant penalty rate is time and one quarter or relevant rate is ordinary time plus 25%, the employee shall be paid 145 percent of the hourly rate prescribed by clause 3 for the employee's classification;
 - (ii) where the relevant rate is ordinary time plus 30%, the employee shall be paid 150% of the hourly rate prescribed by clause 3 for the employee's classification;
 - (iii) where the relevant penalty rate is time and one third, the employee shall be paid 153 percent of the hourly rate prescribed by clause 3 for the employee's classification;
 - (iv) where the relevant penalty rate is time and a half or relevant rate is ordinary time plus 50%, the employee shall be paid 170 percent of the hourly rate prescribed by clause 3 for the employee's classification;
 - (v) where the relevant penalty rate is double time, the employee shall be paid 220 percent of the hourly rate prescribed by clause 3 for the employee's classification; and

- (vi) A casual employee required to work on a Holiday or Picnic Day prescribed by clause 22 shall be paid 270 percent of the hourly rate prescribed by clause 3 for the employee's classification

7. Hours of Labour

(i)

- (a) Except as provided elsewhere in this Award the ordinary working hours shall be thirty-eight per week and shall be worked in accord with the following provisions for a four-week work cycle:

- (1) The ordinary working hours shall be worked as a twenty-day four-week cycle Monday to Friday inclusive with nineteen working days of eight hours each between the hours of 6.00 a.m. and 6.00 p.m., with 0.4 of one hour on each day worked accruing as an entitlement to take the fourth Monday in each cycle as a day off paid for as though worked. However, casual employees will be paid for all time worked and will not be entitled to a paid day off.

Provided that where the majority of employees on any particular section of work agree, and the employer or employer's representative agrees in writing, an alternative individual day in a particular four-week cycle may be substituted for the fourth Monday as the day off paid as though worked, and where such agreement is reached all provisions of this Award shall apply as if such day was the prescribed fourth Monday. Such mutual agreement on each occasion shall relate only to one alternative individual rostered day off in a particular four week cycle and must be in writing and signed by the employer or employer's representative and the majority of employees or, on behalf of the employees, by an employee representative appointed pursuant to clause 29, Employee Representative.

Provided further that where such agreement is reached an alternative individual rostered day in a particular four-week cycle shall apply subject to the following procedure being observed:

- (i) Within twenty-four hours of the employer obtaining agreement with his/her employees, he/she shall notify by letter, the Union as to the existence of the agreement in writing between the employer and the majority of employees, or employee representative, for an alternative individual day in a particular four-week cycle.
- (ii) The employer shall also inform a registered Industrial Union of Employers, which is a party to this Award
- (iii) A period of five working days shall be allowed to pass from the day on which the employer informs the Union, before the agreement is implemented.
- (iv) Such an agreement shall be put into effect after the passage of the five day period of notice unless a party notified in accordance with the above provisions, notifies the matter to the Industrial Relations Commission of New South in which event the agreement shall not be implemented until a final decision is made by the Industrial Commission of New South Wales, pursuant to the New South Wales Industrial Relations Act 1996.
- (2) Where such fourth Monday or agreed rostered day off prescribed by sub-paragraph (1) falls on a public holiday as prescribed in Clause 22, Holidays, the next working day shall be taken in lieu of the rostered day off unless an alternative day in that four-week cycle (or the next four week cycle) is agreed in writing between the employer and the employee.
- (3) Each day of paid leave taken and any public holidays occurring during any cycle of four weeks shall be regarded as a day worked for accrual purposes.

- (4) An employee who has not worked, or is not regarded by reason of sub-paragraph (3) as having worked, a complete four-week cycle shall receive pro-rata accrued entitlements for each day worked (or each fraction of a day worked) or regarded as having been worked in such cycle, payable for the rostered day off or, in the case of termination of employment, on termination.
 - (5) The accrued rostered day off prescribed in subparagraphs (1) and (2) shall be taken as a paid day off provided that the day may be worked where that is required by the employer and such work is necessary to allow other employees to be employed productively or to carry out maintenance outside ordinary working hours or because of unforeseen delays to a particular project or a section of it or for other reasons arising from unforeseen or emergency circumstances on a project in which case, subject to the provisions of paragraph (6) in addition to accrued entitlements the employee shall be paid, at the rates prescribed for Saturday work in clause 16, Overtime.
 - (6) Wherever practicable the provision of this subclause shall operate in lieu of sub-paragraph (5).

The accrued rostered day off prescribed in subparagraphs (1) and (2) shall be taken as a paid day off provided that the day may be worked where that is required by the employer and such work is necessary to allow other employees to be employed productively or to carry out maintenance outside ordinary working hours or because of unforeseen delays to a particular project or a section of it or for other reasons arising from unforeseen or emergency circumstances on a project, in which case, the employee shall take one paid day off before the end of the succeeding work cycle, and the employee shall be paid at the rates prescribed for Saturday work in Clause 16, Overtime.
 - (7) Notwithstanding subparagraphs (5) or (6) above, a casual employee may be called upon to work on the rostered day off prescribed in subparagraphs (1) and (2) in any circumstances, provided that the casual employee shall be paid at the rate prescribed for Saturday work in clause 16, Overtime.
- (b) Notwithstanding the above a majority of employees concerned and their employers may mutually agree to the accumulation of up to 4 Rostered Days Off which may be taken no later than the expiration of the fifth accrual period.
 - (c) Notwithstanding the above the following arrangements shall be made for the rostering of R.D.O.'s:

No later than the 1st of October each year and prior to publishing the next year's R.D.O.'s, the Employer Associations and the A.W.U. will meet to programme the calendar, ensuring R.D.O.'s fall together with public holidays prescribed in Clause 22 and so far as necessary follow the calendar of days offset in the Building Industry.
- (ii) Shift Work: Where it is necessary that work be performed in shifts the following conditions shall apply. To avoid doubt, this subclause does not apply where employees are engaged on day work as set out in subclause (i) of this clause.
 - (a) For the purposes of this clause:
 - (i) "Day shift" means any shift starting on or after 6:00am and before 10:00am.
 - (ii) "Afternoon shift" means any shift starting at or after 10:00am and before 8:00pm.
 - (iii) "Night shift" means any shift starting at or after 8:00pm and before 3:00am.
 - (iv) "Morning shift" means any shift starting at or after 3:00am and before 6:00am.

- (v) "Rostered shift" means a shift of which the employee concerned has had at least 48 hours notice or such lesser amount as agreed.
- (b) Roster: shifts shall be worked according to a roster which shall:
 - (i) provide for not more than eight shifts to be worked in any nine consecutive days;
 - (ii) specify the commencing and finishing times of each shift.
- (c) Ordinary hours
 - (i) The ordinary hours of work for shift workers shall not exceed an average of 38 per week Monday to Friday inclusive, over a cycle of two, three or four weeks.
 - (ii) A shift shall consist of not more than eight consecutive hours inclusive of a crib time which shall be counted as time worked.
- (d) Shift Arrangements and Conditions
 - (i) Shift Loadings- Two or Three Shift System- A two shift system is where two shifts being a day shift and afternoon shift are worked. In a three shift system where a day shift, afternoon shift and night shift are worked, the third (night) shift shall be of seven hours seventeen minutes duration and paid for at the rate of ordinary time plus 25%.

Employees shall be paid at the rate of ordinary time plus 25% when working on the second (afternoon) shift on either a two or three-shift system.
 - (ii) Shift Loadings- Other than Two or Three Shift System-
 - (a) Where employees are required to work on any night shift not worked on a two or three-shift system such night shift shall be paid for at the rate of ordinary time plus 50%.
 - (b) Where employees are required to work on any shift other than on a two or three-shift system that does not fall within subparagraph (d)(ii)(a) above, such shift shall be paid for at the rate of ordinary time plus 30%.
- (iii) Where the arrangement for working shifts provides for shifts on less than five continuous working days then overtime rates shall be applicable; provided also that in cases where less than a full week is worked due to the action of the employee then in such cases the rate payable for the actual time worked shall be ordinary shift rates.
- (iv) When working shifts exceed four hours, crib time amounting to thirty minutes shall be allowed and shall be paid for on each shift.
- (v) An employee shall be given at least 48 hours notice of a requirement to work shift work. An employee who has not been given 48 hours notice and agrees to work shift work shall be paid at overtime rates until the end of the 48 hour notice period.
- (vi) Notice of any alteration to shift hours shall be given to the employee not later than the ceasing time of the previous shift.
- (vii) Work in excess of shift hours, Monday to Friday, other than holidays shall be paid for at double time provided that these rates shall be based in each case on ordinary rates.
- (viii) Shift work hours shall be worked between Monday to Friday inclusive. Time worked on a Saturday, Sunday or a Public Holiday shall be paid for at overtime rates; provided that an ordinary night shift commencing before, and extending beyond midnight Friday, shall be regarded as a Friday shift.

- (ix) No employee who is employed during ordinary working hours shall be employed on afternoon or night shifts except at the shift rates or overtime rates in subparagraphs (d)(i), (ii), or (iii) as appropriate.
- (x) Employees, other than casual employees engaged for work under the terms of the sub-clause, shall accrue 0.4 of one hour for each shift worked to allow one shift to be taken off as a paid shift for every twenty shift cycle. The twentieth shift shall be paid for at the shift rate(s) prescribed in subparagraphs (i), (ii) and (iii) of this paragraph, provided that, no employee shall be disadvantaged in the introduction of this paragraph, as to the receipt of appropriate shift rates in a cycle.
- (xi) Each shift of paid leave taken and any public holidays occurring during any cycle of four weeks shall be regarded as a shift worked for accrual purpose.
- (xii) An employee who has not worked, or is not regarded by reason of subparagraph (xi) as having worked a complete four-week cycle, shall receive pro-rata accrued entitlements for each shift worked (or fraction of a shift worked) or regarded as having worked in such cycle, payable for the rostered day off or, in the case of termination of employment, on termination.
- (xiii) The employer and employees shall agree in writing upon arrangements for rostered paid days off during the twenty shift cycle or accumulation of accrued days, provided that such accumulation shall be limited to no more than five such accrued days before they are taken as paid days off and when taken the days shall be regarded as days worked for accrual purposes in the particular twenty shift cycle.
- (xiv) Once such shifts have been rostered they shall be taken as paid shifts off provided that where an employer, for emergency reasons requires an employee to work on his/her rostered shift off, the provisions of subparagraphs (5) and/or (6) and/or (7) of subclause (i)(a) shall apply as if relating to shift work.
- (iii) Employees other than Shift Workers shall be entitled to a meal break each day of not less than thirty minutes in duration and not more than one hour in duration; provided that the said meal break shall be taken between 11.30 a.m. and 1.30 p.m. Such meal break shall not count as time worked.
- (iv) Mastic and/or Asphalt Labourers; Labourers employed in heating or preparing compressed or mastic asphalt shall work, when required, not more than eight hours between 6.00 a.m. and 4.00 p.m. Monday to Friday inclusive.
- (v) Cylinder Employees:
 - (a) The time allowed between shifts shall be eight hours at least.
 - (b) The ordinary hours of work of air lock workers shall be between 5.45 a.m. and 5.00 p.m. each day, Monday to Friday, inclusive. Work performed between 5.00 p.m. and 12 midnight shall be paid for at the rate of time and one-quarter, and time worked between midnight and 5.45 a.m. shall be paid for at the rate of time and one-third. Overtime rates shall be paid for all work performed on a Saturday.
- (vi) Diver and Diver's Attendant: The ordinary hours of a diver and/or diver's attendant shall be thirty hours per week, worked between the hours of 7.00 a.m. and 5.00 p.m., where single shifts are worked. The diver's attendant shall be required to undertake all necessary incidental work both prior to and after diving as part of the days work without extra payment where same exceed six hours. The starting and stopping times may be varied to suit tidal conditions where necessary, without extra payment; provided that there is not breaks of a total of more than one hour.
- (vii) The camp attendant or amenities attendant may be required to commence work at 5.00 a.m. without overtime payment.
- (viii) Miners, machinepersons and pneumatic pickpersons and any other employee whose work entails them getting wet shall be allowed five minutes immediately before ordinary ceasing time for the purpose of washing and for changing their clothes.

8. Test of Workings

- (i) The employer shall, when required by the Australian Workers' Union, N.S.W. Branch, have all tunnels and other workings in sandstone and indurated shale tested for atmospheric conditions. One copy of the tests taken shall be posted in the shelter shed used by the men working the particular section where the tests are taken.
- (ii) A copy of all tests shall be forwarded to the said union and the appropriate division of WorkCover and the tests shall be carried out under his/her direction and control.
- (iii) If the tested conditions of the tunnel or other place of work show more than two hundred particles per cubic centimetre of sandstone dust then mechanical means shall be operated to clear the atmosphere of dust to less than two hundred particles per cubic centimetre or work in the said tunnel or other place of work shall cease and all employees engaged therein shall be paid their wages in full for the time they are kept waiting.
- (iv) If any rock containing silica, as opposed to free silica, to the amount of 25 per centum or over is being worked and the tested conditions in any tunnel or other place of work show the presence of more than four hundred particles per cubic centimetre of dust then mechanical means shall be operated to clear the atmosphere of dust to less than four hundred particles per cubic centimetre in the said tunnel or other place of work or work shall cease and all employees engaged shall be paid their wages in full for the time they are kept waiting.
- (v) This clause should be read in conjunction with the *Occupational Health and Safety Act 2000*.

9. Machine Work

- (i) Where rock drilling and rock guttering and/or channelling machines are used it shall be compulsory for the employer to provide and the employees to use water on all such work; provided that the nature of the material does not render this impracticable. On other than underground work two employees shall be employed when the weight of the machine exceeds 27.2 kg unless suitable support is provided.
- (ii) An employee shall not be allowed to use a pneumatic pick over 18.1 kg in weight over waist high in sandstone or indurated shale without suitable support.
- (iii) This clause should be read in conjunction with the *Occupational Health and Safety Act 2000*.

10. Ventilation of Workings

Effective ventilation appliances shall be provided in all under-ground workings and in all shafts more than 4.6 metres deep. This clause should be read in conjunction with the *Occupational Health and Safety Act 2000*.

11. Wet Weather

Inclement Weather

- (i) Conference Requirement And Procedure - The employer, or his/her representative, shall when requested by the employees or a representative of the employees, confer (within a reasonable period of time which should not exceed thirty (30) minutes) for the purposes of determining whether or not conditions are inclement. Weather shall not be regarded as inclement unless it is agreed at such conference.

Provided that if the employer or his/her representative refuses to confer within such reasonable period, employees shall be entitled to cease work for the rest of the day and be paid inclement weather.

- (ii) Restrictions On Payments - An employee shall not be entitled for inclement weather as provided for in this clause unless he/she remains on the job until the provisions set out in this clause have been observed.

- (iii) Entitlement To Payment - An employee shall be entitled to payment by his/her employer for ordinary time lost through inclement weather for up to thirty-two (32) hours in every period of four (4) weeks. For the purpose of this sub-clause the following conditions shall apply:
- (a) The first period shall be deemed to commence on the 20th July 1998 and subsequent periods shall commence at four (4) weekly periods thereafter.
 - (b) An employee shall be credited with 32 hours at the commencement of each four (4) weekly period.
 - (c) The number of hours at the credit of any employee at any time shall not exceed 32 hours.
 - (d) If an employee commences employment during a four (4) weekly period he/she shall be credited 32 hours where he/she commences on any working day within the first week; 24 hours where he/she commences on any working day within the second week; 16 hours where he/she commences on any working day within the third week; 8 hours where he/she commences on any working day within the fourth week.
 - (e) No employee shall be entitled to receive more than 32 hours inclement weather payment in any period of four (4) weeks.
 - (f) The number of hours credited to any employee under this clause shall be reduced by the number of hours for which payment is made in respect of lost time through inclement weather.
 - (g) Payment under this clause shall be weekly.
- (iv) Transfers - Employees may be transferred from one location on a site where it is unreasonable to work due to inclement weather, to work at another location on the same site, or another site, which is not affected by inclement weather subject to the following:
- (a) No employee shall be transferred to an area not affected by inclement weather unless there is work available as is within the limits of the employee's skills, competency and training, consistent with the classification structure to this award.
 - (b) Employees may be transferred from one location on a site to work in areas which are not affected by conditions of inclement weather even though there may not be work for all employees in such areas.
 - (c) Employees may be transferred from one site to another site and the employer provides, where necessary, transport.
- (v) Completion Of Concrete Pours And Emergency Work -
- (a) Except as provided in this sub-clause an employee shall not work or be required to work in the rain.
 - (b) Employees shall not be required to start a concrete pour in inclement weather.
 - (c) Where a concrete pour has been commenced prior to the commencement of a period of inclement weather employees may be required to complete such concrete pour to a practical stage and for such work shall be paid at the rate of double time calculated to the next hour, and in the case of wet weather shall be provided with adequate wet weather gear.

If an employee's clothes become wet as a result of working in the rain during a concrete pour he/she shall, unless he/she has a change of dry working clothes available, be allowed to go home without loss of pay.

- (d) The provision of paragraph (c) herein shall also in the case of emergency work where the employees concerned and their delegate agree that the work is of an emergency nature and can start and/or proceed.

(vi) Cessation And Resumption Of Work

- (a) At the time employees cease work due to inclement weather the employer or his/her representatives on site and the employees' representative shall agree and note the time of cessation of work.
- (b) After the period of inclement weather has clearly ended the employees shall resume work and the time shall be similarly agreed and noted.
- (c) Safety - Where an employee is prevented from working at his/her particular function as a result of unsafe conditions caused by inclement weather, he/she may be transferred to other work in his/her trade on site, until the unsafe conditions are rectified. Where such alternative work is not available and until the unsafe conditions are rectified, the employee shall remain on site. He/she shall be paid for such time without reduction of his/her inclement weather entitlement.

(vii) Additional Wet Weather Procedure

- (a) Remaining on Site - Where, because of wet weather, the employees are prevented from working:
 - (i) for more than an accumulated total of four (4) hours of ordinary time in any one day; or
 - (ii) after the meal break, as provided in Clause 7, for more than an accumulated total of 50% of the normal afternoon work time; or
 - (iii) during the final two (2) hours of the normal work day for more than an accumulated total of one hour, the employer shall not be entitled to require the employees to remain on site beyond the expiration of any of the above circumstances.

Provided that where, by agreement between the employer and/or their representative and the employees' representative the men remain on site beyond the periods specified above, any such additional wet time shall be paid for but shall not be debited against the employees' hours. Provided further that wet time occurring during overtime shall not be taken into account for the purpose of this sub-clause.

(b) Rain at Starting Time

Where the employees are in the sheds, because they have been rained off, or at starting time, morning tea, or lunch time, and it is raining, they shall not be required to go to work in a dry area or to be transferred to another site unless:

- (i) the rain stops; or
- (ii) a covered walkway had been provided; or
- (iii) the sheds are under cover and the employees can get to the dry area without going through the rain; or
- (iv) adequate protection is provided. Protection shall, where necessary, be provided for the employees tools.

Provided that, for the purposes of the clause, a "dry area" shall mean a work location that has not become saturated by rain or where water would not drip on the employees.

12. Rail and Sleeper Lifting and Dolly

- (i) Not less than eight, ten or twelve men shall be employed in actually lifting 27.2, 36.3, 40.8 or 45.4 kg rails of standard length, respectively. On railway construction not less than four men shall handle sleepers.
- (ii) On any dolly exceeding 6.35 kg in weight two men shall be employed and if the weight of 12.7 kg is exceeded three men shall be employed.
- (iii) This clause should be read in conjunction with the *Occupational Health and Safety Act 2000*.

13. Tools

All tools required by labourers shall be provided, free of charge, by the employer. Where necessary the employer shall provide masks and goggles to sandblast and cement gun operators.

14. Mixed Functions

An employee engaged for more than two hours during one day on duties carrying a higher rate than their ordinary classification shall be paid the higher rate for such day; if so engaged for two hours or less during one day he/she shall be paid the higher rate for the time so worked.

15. Protective Clothing

- (i) Bitumen Workers
 - (a) All employees engaged in connection with tar and/or bitumen shall be supplied with gloves. Basil aprons shall be supplied by the employer, free of charge, to employees at kettle and/or handling drums. The spray operator shall be provided, when requested, with a suitable respirator.
 - (b) The employer shall provide, on the job, oil or other suitable solvents, free of charge, to employees for the removal, from his/her person, of tar, bitumen emulsions or similar preparations.
- (ii) Contractors Snowy Mountains Area
 - (a) Employees of contractors in the Snowy Mountains Area shall be supplied with all necessary protective clothing.
 - (b) Such protective clothing shall remain the property of the employer and shall be produced, when required, by the employee for inspection by the employer.
 - (c) Loss due to any cause arising out of the neglect or misuse by the employee shall be a charge against the wages of the employee. A deduction at a reasonable rate may be made by the employer from the wages of the employee; provided that no such deduction shall be made for reasonable wear or tear.
- (iii) Maintenance Patrolpersons and Traffic Controllers
 - (a) All maintenance patrolpersons and traffic controllers shall be supplied with oilskins and gumboots, free of charge, by the employer. Such clothing shall be issued in good condition and shall be retained by the employee during the period of his/her employment. It shall be renewed by the employer when required.

16. Overtime

- (i) Subject to subclause (ii) of clause 7, Hours of Labour, of this award, overtime shall be payable for all time worked outside the ordinary hours prescribed in the said clause 7, or in excess of eight hours in any one day at the rate of time and one-half for the first two hours and double time thereafter, provided that

all work performed after 12 noon on Saturday shall be paid for at double time, provided further that employees who are required to work regular overtime (in accordance with subclause (ii) of the said clause 7) which normally commences after 12 noon on a Saturday shall be paid at the rate of time and one-half for the first two hours and double time thereafter. The calculation of such overtime shall be on the basis of each complete unbroken period of overtime.

- (ii) Double time shall be paid for all time worked on a Sunday and double time and a half shall be paid for all time worked on a holiday.

Employees called upon to work during the recognized meal hour shall be paid at ordinary overtime rates for all time worked until they receive a meal break of the usual period, provided that where, for special reasons, it is necessary to alter the time of the recognised meal hour, employees engaged in the construction of concrete and/or hot mix roads and culverts and/or bridges in connection therewith, may be called upon to work for not more than thirty minutes during such recognised meal hours without additional rates of pay, provided further that they receive equivalent meal time.

- (iii)

- (a) Subject to paragraph (b) of this subclause employees who work so much overtime

- (1) between the termination of their ordinary work day or shift, and the commencement of their ordinary work in the next day or shift that he/she has not had at least ten consecutive hours off duty between these times; or
 - (2) on Saturdays, Sundays and holidays, not being ordinary working days or on a rostered day off without having had ten consecutive hours off duty in the twenty-four hours preceding their ordinary commencing time on their next ordinary day or shift;

shall, subject to this subclause, be released after completion of such overtime until they have had ten hours off duty without loss of pay for ordinary working time occurring during such absence: provided that if, on the instructions of their employer, such an employee resumes or continues to work without having had such ten consecutive hours off duty they shall be paid at double rates until he/she is released from duty for such period and they shall then be entitled to be absent until they have had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

- (b) The provisions of paragraph (a) of this subclause shall apply in the case of shift workers as if eight hours were substituted for ten hours when overtime is worked-

- (1) for the purpose of changing shift rosters; or
 - (2) where a shift worker does not report for duty and a day worker or shift worker is required to replace such shift worker; or
 - (3) where a shift is worked by arrangement between employees themselves.

- (iv) No overtime beyond half an hour for completing holes for firing and before firing shall be worked excavating sandstone or underground except in cases of emergency.
- (v) Employees shall not be required to report at the place of work earlier than the ordinary starting time or return later than the ordinary ceasing time without the payment of overtime.
- (vi) An employee required to work on a Sunday or a public holiday shall be afforded at least 4 hours work or shall be paid 4 hours at the appropriate rate.
- (vii) Employees recalled to work - When employees are recalled to work after leaving their job they shall be paid a minimum of 4 hours at overtime rates.

(viii) Cribs

- (a) An employee who is required to work overtime for 2 hours or more after the normal ceasing time shall be allowed, at the expiration of the said 2 hours, 30 minutes for a meal or crib and thereafter a similar time allowance after every additional 4 hours of overtime worked. Time for meals or crib through overtime periods shall be allowed without loss of pay, provided that overtime work continues after such break.

Provided that where an employee is eligible for a meal(s) or crib break(s) (as defined above) and having regard to statutory requirements an employer and employee may agree for the meal or crib break to be taken at any time. Where such a crib break is not taken, the employee shall be entitled to be paid for the meal or crib break(s) at the appropriate overtime rate.

- (b) Where overtime is worked on a Saturday and work continues after 12 noon, a break for a meal of 30 minutes shall be allowed between 12 noon and 1 p.m. Such meal break shall be taken without loss of pay.
- (c) Where employees other than a shift workers are required to work after 12 noon on a Sunday or holiday, they shall be allowed a meal break of 30 minutes between 12 and 1 p.m. without loss of pay.

(ix) Reasonable Overtime

- (a) Subject to (b) below, an employer may require an employee to work reasonable overtime at overtime rates, or as otherwise provided for in this Award.
- (b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
- (c) For the purposes of (b) what is unreasonable or otherwise will be determined having regard to:
- (i) Any risk to employee health and safety;
 - (ii) The employee's personal circumstances including any family and carer responsibilities;
 - (iii) The needs of the workplace or enterprise;
 - (iv) The notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - (v) Any other relevant matter.

17. Meal Allowance

An employee required to work overtime for more than one and one-half hours after the ordinary ceasing time shall be provided with a meal or shall be paid the amount set out in Item 25, of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates for such a meal and after the completion of each four hours on continuous overtime, shall be paid the amount set out in the said Item 25 for each subsequent meal in addition to the overtime payment.

18. Sick Leave

- (i) The provisions of subclause (ii) of this clause shall only apply to a weekly hire employee as defined in clause 6(ii) in accordance with clause 3(vii)(b) of this award. The commencement date upon which an employer ceases to pay the sick leave allowance shall be the anniversary date for the purposes of this clause.
- (ii) An employee who, after not less than two months' continuous service (as defined) after the anniversary date, is unable to attend for duty during his/her ordinary working hours by reason of personal illness or

personal incapacity (including incapacity resulting from injury within the workers' compensation legislation) not due to his/her own wilful misconduct shall be entitled to be paid his/her ordinary time rate of pay for the time of such non-attendance subject to the following:

- (a) Payment in connection with sick leave is to be made on the next regular pay day after the employee reports sick and such payment shall continue on regular pay days until the employee exhausts his/her sick leave or resumes duty.
 - (b) He/she shall not be entitled to paid sick leave of absence for any period in respect of which he/she is entitled to workers' compensation. Where a claim for workers' compensation is made by an employee, payment of sick leave under this clause shall not be payable in respect of the period covered by the said claim until such claim has been disposed of.
 - (c) He/she shall within twenty-four hours of the commencement of such absence inform his/her employer of his/her representative of his/her inability to attend for duty and as far as possible, state the nature of his/her illness or incapacity and the estimated duration of the absence.
 - (d) He/she shall prove to the satisfaction of his/her employer (or in the event of a dispute, the Industrial Relations Commission of New South Wales) that he/she is or unable on account of such illness or incapacity to attend for duty on the day or days for which payment under this clause is claimed.
 - (e) Subject to the provisions of paragraph (f) of this subclause, he/she shall not be entitled in any one year of continuous service to sick pay for more than ten ordinary working days. Any period of paid sick leave allowed by the employer to an employee in any such year shall be deducted from the period of sick leave which may be allowed or may be carried forward under this award in or in respect of such year.
 - (f) The rights under this clause shall accumulate from year to year so long as the employment continues with the employer, whether under this or any other award, so that any part of ten days which has not been allowed in any one 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 continuous service. Any rights which accumulate pursuant to this subclause shall be available to the employee for a period of six years, but for no longer, from the end of the year in which they accrued.
 - (g) For the purposes of this clause "continuous service" shall be as defined in clause 33 of this award, provided that any absence shall not be taken into account in computing the qualifying period of two months.
 - (h) An employee who is unable to attend for duty during his/her ordinary working hours by reason of personal illness or personal incapacity during the two month qualifying period set out in subclause (ii) above, shall become entitled to payment for such absences, in accordance with this clause, if the employee completes such two months of continuous service and has otherwise met the requirements of this clause.
- (iii) Employers, in respect of all employees other than those dealt with in accordance with subclauses (i) and (ii) above, shall be exempted from payment of sick leave, except as provided in paragraph (a) of subclause (vii) of Clause 3, Wages.

19. Personal/ Carer's Leave

The provisions of this clause shall not apply to casual employees.

(1) Use of Leave

- (a) An employee, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c), who needs the employee's care and support, shall subject to subclause (3) be entitled to use, in accordance with this subclause, any leave entitlement, provided for in this

clause, or by clause 18 where applicable, for absences to provide care and support, for such persons when they are ill.

- (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 leave in accordance with this subclause is subject to:
 - (i) the employee being responsible for the care of the person concerned; and
 - (ii) the person concerned being:
 - (A) a spouse of the employee; or
 - (B) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (C) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - (D) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (E) a relative of the employee who is a member of the same household, where for the purposes of this subparagraph:
 - (1) "relative" means a person related by blood, marriage or affinity;
 - (2) "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other: and
 - (3) "household" means a family group living in the same domestic dwelling.
- (d) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

(2) Unpaid Leave for Family Purpose

- (a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subparagraph (ii) of paragraph (c) of subclause (1) who is ill.

(3) Annual Leave

- (a) An employee may elect with the consent of the employer, subject to the *Annual Holidays Act* 1944, to take annual leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.
- (b) Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this award.

- (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.
- (4) Time Off in Lieu of Payment for Overtime
 - (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.
 - (b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
 - (c) If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.
 - (d) Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the award.
- (5) Make-up Time
 - (a) An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off 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 a later time), at the shift work rate which would, have been applicable to the hours taken off.
- (6) Rostered Days Off
 - (a) An employee may elect, with the consent of the employer, to take a rostered day off at any time.
 - (b) An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.
 - (c) An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.
 - (d) This subclause is subject to the employer informing each union which is both party to the award and which has members employed at the particular enterprise or its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.

20. Long Service Leave and Annual Holidays

See *Long Service Leave Act, 1955*, the *Building and Construction Industry Long Service Payments Act 1986* and *Annual Holidays Act 1944*. Casual employees are compensated for annual holidays by way of the casual loading.

21. Annual Holidays Loading

- (i) In this clause the *Annual Holidays Act, 1944* is referred to as "the Act". Casual employees are compensated for annual holidays loading by way of the casual loading.
- (ii) Before an employee is given and takes his/her 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 employer shall pay his/her employees 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 subclause (vi)).

- (iii) The loading is payable in addition to the pay for the period of holiday given and taken and due to the employee under the Act.
- (iv) The loading is to be calculated in relation to any period of annual holiday to which the employee becomes or has become entitled, or, where such a holiday is given and taken in separate periods, then in relation to each such separate period. (Note: See subclause (vi) as to holidays taken wholly or partly in advance.)
- (v) The loading is the amount payable for the period or the separate period, as the case may be, stated in subclause (iv) at the rate per week of 17.5 per cent of the appropriate ordinary weekly time rate of pay prescribed by this award for the classification in which the employee was employed immediately before commencing his/her annual holiday.
- (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 an 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 subclause (v) of this clause applying the award rate of wages payable on that day.
- (vii) Where, in accordance with the Act, the employers' 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 a holiday shall be paid the loading calculated in accordance with subclause (v) 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 to the employee under the Act such proportion of the loading that would have been payable to the employee under this clause if the employee had become entitled to an annual holiday prior to the close down as his/her 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 subclause (v) for the period not taken.
 - (b) Except as provided by paragraph (a) of this subclause no loading is payable on the termination of an employee's employment.
- (ix) This clause extends to an employer who is given and takes an annual holiday and who would have worked as a shift worker if the employee had not been on holiday; 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 of the holiday exceeds the loading calculated in accordance with this clause, then that amount shall be paid to the employee in lieu of the loading.

22. Holidays

- (i) Payment to the amount which ordinarily would have been paid had the day been a working day, shall be made to employees, other than casual employees, for the following days, viz., New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Christmas Day, Boxing Day, Eight Hour Day or Labour Day, whenever celebrated and any other gazetted Federal and State holidays. Reasonable time off shall be allowed by the employer for voting on election and referendum days; provided that in any district where Eight Hour Day is not celebrated the Sydney Eight Hour Day

shall be observed in such district and thereafter the employees shall not be entitled to any further holidays during the year on account of Eight Hour Day.

- (ii) The first Monday in December each year shall be a holiday as the Picnic Day of The Australian Workers' Union, New South Wales Branch.
- (iii) Employees, other than casual employees, not required to work on the said Picnic Day shall be paid for the holiday at the ordinary rates of pay prescribed in clause 3, Wages.
- (iv) Employees required to work on a holiday or the Picnic Day shall be paid at the rate of double time and one-half for a minimum of 4 hours.
- (v) Employers may require from their employees the butt of the ticket as evidence of their attendance at the picnic.
- (vi) The provisions for a picnic day shall apply to employees working in the County of Cumberland, County of Northumberland and the County of Camden and in such other areas where a picnic organised by the union is held, and shall not apply to employees of an employer engaged in a mixed enterprise as defined in subclause (xvi) of clause 33, Definitions, unless the industry of such mixed enterprise itself is subject to a picnic day by award or industrial agreement in which case the picnic day as prescribed shall apply to employees covered by this award.
- (vii) Where an employer, not being an employer engaged in a mixed enterprise holds a regular picnic day for his/her employees on some other working day during the year, then such day may be given and may be taken as a picnic day in lieu of the picnic day hereinbefore fixed.
- (viii) Where an additional or substitute public holiday is proclaimed by Order in Council or otherwise gazetted by authority of the Australian or a State Government under any acts throughout any state or part thereof. Such a day shall within the defined locality be deemed to be a holiday for the purposes of this award provided that an employee shall not be entitled to the benefit of more than one holiday upon such occasion.
- (ix) Provided that -
 - (a) An employer who terminates the employment of an employee, other than a casual employee, except for reasons of misconduct or incompetency (proof of which shall be upon the employer) shall pay the employee a day's ordinary wages for each holiday prescribed in subclauses (i), (ii) and (viii) of this Clause or each holiday in a group as prescribed in subclause (b) below which falls within 10 consecutive calendar days after the day of termination.
 - (b) Where any two or more of the holidays prescribed in this Award occur within a 7 day span, such holidays shall for the purpose of this Award be a group of holidays. If the first day of the group of holidays falls within 10 consecutive calendar days after termination, the whole group shall be deemed to fall within the 10 consecutive calendar days. Christmas Day, Boxing Day and New Years' Day shall be regarded as a group.
 - (c) No employee shall be entitled to receive payment from more than one employer in respect to the same public holiday or group of holidays.

23. Change and Shelter Sheds

A change and/or shelter shed for employees shall be provided on all works, and shall be used exclusively for that purpose. At all underground works a change shed, equipped with hot and cold showers, shall be provided by the employer. Each isolated gang shall be provided with a shelter shed. Change and shelter sheds shall be erected in a location beyond risk of injury to employees from blasting operations.

24. Tea Break and Drinking Water

- (i) A tea break, during the morning period of not more than twenty minutes duration shall be allowed to each individual employee, at a time to be arranged by the employer, without deduction from their wages. Provided that an employer may grant a tea break of not more than ten minutes duration during both the morning and afternoon periods of the working day, under the same conditions as above. Where an afternoon tea break is to be taken the employer may direct that it be taken immediately prior to normal closing time.

The taking of the morning tea break shall not necessarily involve a complete stoppage of work.

- (ii) The employer shall provide the necessary facilities and labour to brew tea for employees.
- (iii) The employer shall provide for employees an adequate supply of cool and wholesome drinking water.

25. Camping Area

- (i) When camping areas are necessary for employees the following shall be applicable:
 - (a) All board and accommodation free of charge and without deduction from the employee's wages, and
 - (b) Accommodation in accordance with the following minimum standard:
 - (i) Where such accommodation is of the hut, demountable or transportable type, such accommodation shall:
 - (a) be designed to house workers in individual rooms, each room not less than 9 square metres (97 square feet) in area;
 - (b) be lined and sealed with such material as facilitates the washing of walls and ceiling;
 - (c) have floor coverings of vinyl or like material;
 - (d) have weather proof windows and doors, all fitted with insect screens and curtains;
 - (e) have a door which can be locked;
 - (f) have corridors between units which shall be roofed and shall have a concrete or wooden floor;
 - (g) be connected to electricity and each room shall be independently fused;
 - (h) be twin cycle air-conditioned in each room;
 - (i) have two power points in each room to which electrical appliances can be connected.
 - (ii) In addition, such accommodation shall contain in each room for each employee:
 - (a) a single bed with head and foot boards (complete with rubber foam or innerspring mattress, with a pillow and loose detachable washable covers for mattress and pillow);
 - (b) wardrobe, dressing table unit with mirror, chest of drawers, table and chair;
 - (c) four coat hooks on the wall and a towel rail;

- (d) a ceiling light;
 - (e) a reading light;
 - (f) a waste basket;
 - (g) a linen ration.
 - (iii) Ablution/laundry facilities with all necessary plumbing, drainage and electrical fittings; hot and cold water supplies; sufficient water closets, showers, basins, laundry troughs, washing machines, tumble dryers, ironing boards and sundry fittings.
 - (iv) Recreational facilities including an air conditioned fully enclosed and sealed area suitable for use by up to twenty persons with sufficient chairs, tables, lighting and other appropriate facilities.
 - (v) Kitchen and dining facilities with all the necessary equipment, utensils, cutlery and crockery.
- (c) Messing system
- The employer shall provide a qualified cook for a gang of ten or more. Where the gang is ten or less the employer shall provide reimbursement for food purchased by the gang for its own use or shall reimburse each gang member for meals consumed in the nearest recognised centre.
- In camps over 30 people the employer shall employ a camp attendant, and in all other camps the employer shall provide labour, for the purpose of maintaining the camp in a clean and hygienic condition.
- (d) All camps shall provide the following additional miscellany:
- (i) adequate external lighting;
 - (i) reasonable facilities for the adequate posting and receipt of mail;
 - (ii) radio and/or telephone contact;
 - (iii) adequate fire protection equipment including chemical extinguishers;
 - (iv) adequate means for getting injured or sick employees to the nearest qualified medical centre;
 - (v) a system of covered pathways shall link accommodation with facilities-in-common;
 - (vi) a system of low level lighting shall illuminate facilities-in- common;
 - (vii) children's playground facilities with special care given to shade.
- (e) Where an employer has established a camp site and provides facilities for employees living in their own caravan or provides caravans for employees, and having regard to the peculiarities of caravan living, the additional provisions below shall apply:
- (i) The area allocated to caravan sites shall not exceed 39% of the entire caravan park;
 - (ii) Each van site shall be of no less than twelve metres by 10 metres;
 - (iii) A van area of not less than 3 metres wide of gravel surface;
 - (iv) An annex area of not less than 2.4 metres by 6 metres of concrete surface;

- (v) An open area of grass;
- (vi) Each van site shall have an additional sullage collection point suitable for connecting sink wastes by direct piping from the van;
- (vii) No van site shall be closer than 5 metres to the park perimeter;
- (viii) A system of covered concrete pathways shall link the van site to the ablutions area;
- (ix) Access roads shall be sealed;
- (x) The park perimeter shall be fenced;
- (xi) Carwash and maintenance areas surfaced and with water provided.

(ii) Camping Allowance

- (1) An employee, who works as required during the ordinary hours of work on the working day before an the working day after a weekend and who notifies the employer or the employer's representative no later than the Tuesday of each week of an intention to return home at the weekend and who returns home for the weekend, shall be paid an allowance of the amount set out in Item 26 of Table 2 - Other rates and Allowances, of Part B, Monetary Rates for each such occasion. An employee who receives an allowance in accordance with this paragraph shall be paid the amount set out in the said Item 26 for each 10km or part thereof in excess of 100km.

The payment of this allowance shall disentitle an employee to payment of the camping allowance prescribed in paragraph (4) below of this clause, for the weekend in question for the day or days on which the employee is absent.

- (2) This subclause shall not apply to an employee where a conveyance is provided by the employer to transport the employee to and from the place of work and the established centre from which the organisation is based.
- (3) An employee shall be deemed to have returned home at the weekend only if this involves the employee in being absent from accommodation for not less than half the hours between ceasing work in the one week and commencing work in the next.
- (4) Employees who are required to camp, either by the direction of the employer or because no reasonable transport facilities are available to enable them to proceed to and from their homes each day, shall be paid a camping allowance of the amount set out in Item 27 of the said Table 2 each day that the employee finds it necessary to remain in camp; provided that the employee shall not be entitled to the allowance prescribed in this subclause for any working day on which the employee is absent from duty except in cases of sickness or for any reason beyond the employee's control.
- (5) All time occupied in travelling in excess of 20 minutes each way between the camp or place of residence at a construction site and the place of work shall be paid for at the prescribed rate. Employees shall not be required to leave camp earlier than is reasonably necessary to get them to work at starting time.

(iii) Camp Meal charges

Where a charge is made for meals in a camp, such charge shall be fixed by agreement between the parties.

26. Compensation for Travel Patterns, Mobility Requirements of Employees and the Nature of Employment in the Construction Work Covered By This Award

(i)

- (a) An allowance of an amount per day as set out in Item 28 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates shall be paid by employers to compensate for excess fares and travelling time to and from places of work, provided that: the above stated allowance shall not be payable if the employer provides or offers to provide transport free of charge to any employee from and to a point established at a distance of not more than 3.2km from the employee's residence in which case an allowance of an amount per day as set out in Item 29 of the said Table 2 shall be paid. Provided further that the provisions of this subclause shall not apply to any employee when required to report to a fixed establishment or fixed place of reporting such not being a construction site.
- (b) In addition to the above, a travelling pattern loading of an amount per week as set out in Item 30 of the said Table 2 shall be paid to employees of private contractors in the civil and mechanical engineering industry for all purposes of the Award. The loading is to compensate such employees for the transport disabilities and requirements associated with the civil and mechanical engineering industry including the fact that the allowances described in (i)(a) above compensate for all excess fares and excess travelling time up to the point where employment is at a place which would require employees to live away from their usual place of residence, i.e., the lack of radial areas as found in other building and construction industry awards.

(ii) General Provisions

- (a) Time taken by the vehicles provided by the employer shall not be more than reasonable, allowing for the speed of the vehicle and the condition of the road. In all cases where vehicles are provided by the employer they shall leave promptly on cessation of work and an employee shall not be required to travel a further distance than is required. Explosives shall not be carried on vehicles which are used for the conveyance of employees.
 - (b) Where employees are required to travel to and from work in the employer's vehicle the employer shall provide the vehicle with suitable seating accommodation together with a cover to protect the employees from the weather.
 - (c) Where employees are sent during working hours from job to job the employer shall pay all travelling time and fares incurred in addition to the amounts they may be liable to pay under subclause (i) of this clause.
 - (d) Where employees are not notified by the employer the day before of a transfer the employer shall be required, if requested by the employee, to return them to the point from which they were transferred by time of cessation of work - provided that this provision shall only apply on the first day of transfer.
- (iii) The provisions of this Clause shall not apply to laboratory testing assistants except when employed on a construction site.
 - (iv) The provisions of this Clause shall not apply to an employee camped or resident at the place of work. Such an employee shall be paid in accordance with the provisions of subclause (ii) of Clause 25, Camping Area, of this award.

27. Country Work

- (i) Country work shall mean employment at a place which requires employees to live away from their usual place of residence.
- (ii) All employees sent by the employer from the city to the country or from one country centre to another country centre or from the country to the city shall have their fares provided by the employer and on

remaining until the completion of the job or until the special work which they were sent to perform is completed and no other work is provided by the employer, shall be entitled to fares back to the place of engagement.

- (iii) Any person selected for work and sent by an employer or the employer's, including a national service officer, a government employment bureau or a private employment agency, from the city to the country or from one country centre to another or from a country centre to the city, shall have the necessary fares provided by the employer.
- (iv)
 - (a) Where employees are sent from one place to another, as prescribed by this clause, the employer shall provide reasonable board and lodging or shall pay an allowance of the amount as set out in Item 31 of Table 2 - Other rates and Allowances, of Part B, Monetary Rates per week of seven days but such allowance shall not be wages.
 - (b) In the case of broken parts of a week the allowance shall be all living expenses actually and reasonably incurred but not exceeding an allowance per week as set out in the said Item 31: Provided that the foregoing allowance shall not be paid by the employer where camping facilities are provided.
 - (c)
 - (1) Employees who work as required during the ordinary hours of work on the working day before and the working day after a weekend and who notifies the employer or the employer's representative no later than the Tuesday of each week of their intention to return home at the weekend and who returns home for the weekend by private transport, shall be paid an allowance of the amount as set out in Item 32 of the said Table 2 for each such occasion. Any employee who receives an allowance in accordance with this subclause, shall be paid, in addition, an allowance as set out in the said Item 32 for each 10km or part thereof in excess of 100kms.
 - (2) This subclause shall not apply to an employee;
 - (i) who is receiving payment of an allowance in lieu of board and lodgings being provided by the employer;
 - (ii) where a conveyance is provided by the employer to transport the employee to and from the place of work and the established centre from which the organisation is based.
 - (3) Employees shall be deemed to have returned home at the weekend only if this involves them in being absent from their accommodation for not less than half the hours between ceasing work in the one week and commencing work in the next.
 - (v) Time occupied in travelling to and from country work shall be paid for at ordinary rates in addition to wages otherwise earned, provided that no employee shall be paid more than an ordinary day's wages for any time not exceeding 24 hours spent in travelling.
 - (vi) Where employees are sent from one place to another, as prescribed by this clause, they shall be allowed an amount as set out in Item 33 of the said Table 2 for each meal hour whilst travelling or waiting en route and if required to spend the night at some place en route shall be allowed an amount as set out in Item 34 of the said Table 2 for a bed. These provisions also shall apply to the return journey.
 - (vii) If employees are transferred to another job, at their own request, they shall not be entitled to fares or any allowances under this clause.
 - (viii) If an employer and employee engaged on country work agree in writing and subject to the procedure outlined in sub-paragraph (i) of paragraph (a) of subclause (i) of clause 7, Hours of Labour of this

Award, the paid rostered day off prescribed in that subclause may be taken and paid for at a time mutually agreed. The agreement shall only provide for a paid day or days off work up to a maximum accrual of five days.

28. First Aid

- (i) See the appropriate Occupational Health and Safety Regulation.
- (ii) In the event of any serious accident happening to any employee whilst at work or going to or from the camp the employer shall, at their expense, provide transport facilities to the nearest hospital or doctor.
- (iii) An employee appointed by the employer to perform first-aid duty in any gang shall be paid an amount per day as set out in Item 35 of Table 2 - Other Rates and Allowances, of Part B, Monetary rates in addition to their ordinary rate.

29. Employee Representative

An employee representative appointed by the employees shall be allowed the necessary time, during working hours, to consult with the employer on matters affecting the employees whom he/she represents, which may include the substitution of RDO's in accordance with clause 7(i)(a)(1) of this award.

30. Payment of Wages and Termination of Employment

Unless otherwise agreed between the employer and employees, wages shall be paid by cash or into the employee's bank account, which may be by way of electronic funds transfer (EFT), subject to the following conditions:

- (i) One day of each pay period shall be recognized as the payday for each job. It shall not be later than the same day in each period. In the event that a scheduled day off falls on pay day the employer shall pay wages to the employee or deposit them into a bank account of the employee's choice on the following working day. Subject to the employer being able to make payment the wages may be paid or deposited as aforesaid on the working day preceding the scheduled day off: Provided that where the scheduled day off falls on a pay day which is a Friday the employer shall pay or deposit the wages (as aforesaid) on the working day prior to the day off.
- (ii) When or before payment of wages is made by either cash or bank deposit to an employee he/she shall be issued with a pay slip in accordance with the Industrial Relations Act 1996 and regulations thereto. If wages are paid by cash during the usual mealtime such time occupied shall be added to the actual mealtime. Any employee required to wait for more than fifteen minutes after his/her ordinary ceasing time to receive his/her wages or have his/her wages deposited into his/her bank account shall be paid at overtime rates for all time he/she is kept waiting for such wages, except where wages are paid by EFT.
- (iii) When employees are discharged, except for misconduct, they shall be paid all wages due to them or have such wages deposited into their bank account at the time of their discharge. In the case of discharge for misconduct or of resignation, or where wages are paid by EFT, they shall be paid all wages or have such wages deposited into their bank account within twenty-four hours after discharge or after the timekeeper and/or ganger is notified of resignation by the employee.
- (iv) In the case of any delay, beyond the time herein stated, the employees shall be paid at ordinary rates for all working time they are kept waiting. An employer shall not be required to pay waiting time where the reason for any delay is beyond the employer's control. The pay period shall close not more than three working days before the recognised payday.
- (v) The employer will give favourable consideration to paying employees in cash where they can demonstrate special hardship when paid by account.

31. Redundancy

- (i) This clause is designed to cater for the unique nature and peculiarities of the construction industry in New South Wales and shall only be used in negotiations or proceedings concerning areas of employment within the construction industry in New South Wales, unless it is determined by the Industrial Relations Commission of New South Wales that the provisions of the clause reflect a "Test Case" standard.
- (ii)
- (a) This clause shall apply to all employees under this award, other than casual employees and those employees who are not engaged upon on-site civil/mechanical construction work. Any period of service as a casual employee shall not be entitled an employee to accrue service in accordance with this clause for that period.
- (b) Service with a New South Wales Government Department or Quasi-Government body, shall not be counted as service for the purposes of this clause.
- (c) To qualify for the benefits of this clause a weekly hire or daily hire employee must have been employed for a continuous period of one week prior to the redundancy (as defined below), provided that a daily hire employee need not have worked each day of the continuous period of one week.
- (iii) Definitions
- "Redundancy" means a situation where a weekly hire or daily hire employee engaged upon on-site civil/mechanical construction work ceases to be employed by an employer, other than for reasons of misconduct or refusal of duty. "Redundant" has a corresponding meaning.
- (iv) Redundancy Pay
- (a) A redundant employee shall receive redundancy/severance payments, calculated as follows, in respect of all continuous service (as defined by this Award) with his/her or her employer provided that any service prior to 22 March, 1989 shall not be counted as service unless the employee is made redundant by the Employer.

Period of continuous service with an employer	Redundancy/Severance Pay
1 year or more but less than 2 years	2.4 weeks pay plus, for all service in excess of 1 year, 1.75 hours pay per completed week of service up to a maximum of 4.8 weeks pay
2 years or more but less than 3 years	4.8 weeks pay plus, for all service in excess of 2 years, 1.6 hours pay per completed week of service up to a maximum of 7 weeks pay
3 years or more but less than 4 years	7 weeks pay plus, for all service in excess of 3 years, 0.73 hours pay per completed week of service up to a maximum of 8 weeks pay
4 years or more	8 weeks pay

Provided that an employee employed for less than twelve (12) months shall be entitled to a redundancy/severance payment of 1.75 hours per week of service if, and only if, redundancy is occasioned otherwise than by the employee.

- (b) "Week's pay" means the ordinary time rate of pay at the time of termination for the employee concerned.
- (c) If an employee dies with a period of eligible service which would have entitled that employee to redundancy pay, such redundancy pay entitlement shall be paid to the estate of the employee.

- (v) Redundancy Schemes - An employer bound by this award may utilise a fund to meet all or some of the liabilities created by this clause. Where an employer utilises such a fund:
 - (a) payments made by a fund designed to meet an employer's liabilities under this clause, to employees eligible for redundancy/severance pay shall be set off against the liability of the employer under this clause, and the employee shall receive the fund payment or the award benefit whichever is the greater but not both; or
 - (b) where a fund, which has been established pursuant to an agreement between unions and employers, does not make payments in accordance with this clause, contributions made by an employer on behalf of an employee to the fund, shall, to the extent of those contributions, be set off against the liability of the employer under this clause, and payments to the employee shall be made in accordance with the rules of the fund or any agreement relating thereto and the employee shall be entitled to the fund benefit or the award benefit whichever is greater but not both.
- (vi) Employee leaving during notice - An employee whose employment is to be terminated in accordance with this clause may terminate his or her employment during the period of notice and if this occurs, shall be entitled to the provisions of this clause as if the employee remains with the employer until expiry of such notice. Provided that in such circumstances, the employee shall not be entitled to payment in lieu of notice.
- (vii) Transmission of Business
 - (a) Where a business is, before or after the date of this award, transmitted from an employer (in this subclause called "the transmittor") to another employer (in this subclause called "the transmittee") and an employee who at the time of such transmission was an employee of the transmittor in that business becomes an employee of the transmittee:
 - (i) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
 - (ii) the period of employment which the employee has had with the transmittor or any prior transmittor shall be deemed to be service of the employee with the transmittee.
 - (b) In this subclause "business" includes trade, process, business or occupation and includes part of any such business and "transmission" includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and "transmitted" has a corresponding meaning.

32. Automation and Mechanisation

Where, on account of the introduction or proposed introduction by an employer of mechanisation or technological changes in the industry in which he/she is engaged, the employer terminates the employment of an employee who has been employed by him/her for the preceding twelve months he/she shall give the employee three months' notice of the termination of his/her employment; provided that, if he/she fails to give such notice in full, (a) he/she shall pay the employee at the ordinary rate of pay applicable under this award for a period equal to the difference between three months and the period of the notice given, and (b) the period of notice required by this clause to be given shall be deemed to be service with the employer for the purpose of the *Long Service Leave Act, 1955*, the *Building and Construction Industry Long Service Payments Act*, the *Annual Holidays Act, 1944*, or any Act amending or replacing either of those Acts, and provided further that the right of the employer summarily to dismiss an employee for malingering, inefficiency, neglect of duty or misconduct, shall not be prejudiced by the fact that the employee has been given notice pursuant to this clause of the termination of his/her employment.

33. Definitions

- (i) Air Lock Attendant shall mean a labourer engaged to control an air lock. He/she shall have experience in air lock working or shall be trained specially before taking up his/her duties. He/she shall not be required to attend to more than one air lock and shall be stationed near the lock entrance.

- (ii) Bituminous Gang Labourer shall mean a labourer employed in a gang which is engaged on a regular basis in spraying including flush sealing, priming, application or pre-coated or other aggregate, laying and spreading of bituminous material.
- (iii) Camp or Amenities Attendant shall mean a labourer appointed to maintain the camp area, camp service and/or job amenities in a clean condition. He/she shall light and shall attend to fires and shall boil water, where required by this award, for employees living in the camp or working on the job.
- (iv) Casual employee shall have the meaning prescribed by clause 6(iv) of this Award.
- (v) Concrete Finisher means an employee, other than a concrete floater, who is engaged in the hand finishing of concrete or cement work.
- (vi) Concrete Floater means an employee engaged in concrete or cement work and when using a wooden or rubber or mechanical trowel or wooden float or engaged in bagging off or broom finishing or patching.
- (vii) Concrete Kerb Finisher and Patcher means an employee engaged in concrete or cement work when using a steel or wooden or rubber or mechanical trowel to finish or patch kerbs laid by kerb extruding machines but does not include screeders or bagging off or broom finishing.
- (viii) Continuous service- For the purposes of this Award service shall be deemed to be continuous notwithstanding an employee's absence from work for any of the following reasons:
 - a. annual leave, sick leave (paid or unpaid), personal/carer's leave, bereavement leave or parental leave;
 - b. illness or accident up to a maximum of four weeks;
 - c. jury service;
 - d. injury received during the course of employment and up to a maximum of 26 weeks for which the employee received worker's compensation;
 - e. where called up to military service for up to three months in any qualifying period;
 - f. long service leave;
 - g. any reason satisfactory to the employer or in the event of a dispute as determined pursuant to clause 40 Settlement of Disputes. Provided that the reason shall not be deemed satisfactory unless the employee has informed the employer within 24 hours of the time when the employee was due to attend for work, or as soon as practicable thereafter, of the reason for the absence and probable duration.
- (ix) Daily Hire employee shall have the meaning prescribed by clause 6(iii) of this Award.
- (x) Fencer means an employee erecting fencing with material other than sawn timber such as post and rail or wire fencing.
- (xi) Inclement Weather means wet weather and/or abnormal climatic conditions such as hail, cold, high winds, severe dust storms, extreme high temperatures or any combination thereof.
- (xii) Labourer placing precast blocks and metal strips in reinforced earth construction shall mean a labourer in a gang engaged in various works necessary in connection with placing, laying or other process of reinforced earth construction using precast retaining blocks lifted by mechanical means.
- (xiii) Leading Hand shall mean an employee who shall be in charge of any number of employees and who shall, if required, keep a record of the times of employees under his/her control.

- (xiv) Maintenance Labourer shall mean a labourer in a gang engaged in the various classes of work necessary in connection with the maintenance to reconditioning or minor improvements of existing roads excepting a bituminous gang labourer as defined.
- (xv) Maintenance Patrolman shall mean a labourer regularly engaged, and usually working alone in the maintenance of any given length of road whose duties shall necessitate working in all weathers.
- (xvi) Mixed Enterprise means an employer's enterprise carried on for the purpose of production, treatment, distribution or provision of articles, goods, merchandise materials, the production, treatment, distribution or provision whereof is not attributable to or mainly dependent on the work performed by employees covered by this award but in which the work performed by such employees is subsidiary and is auxiliary to the carrying on of the enterprise.
- (xvii) Operator of Hi Rail vehicle means a person involved in or in connection with the operation of a Hi Rail vehicle for the purpose of the conveyance of persons and materials to a rail worksite and other usages at such rail worksite.
- (xviii) Pipe Liner-hand shall mean a labourer working inside a pipe, lining joints.
- (xix) Pipelayer and/or Joiner shall mean a labourer actually laying and/or jointing pipes and/or fittings but shall not include a labourer assisting.
- (xx) Powder monkey's assistant means a person assisting under the direct supervision of a powder monkey in placing and firing explosive charges excluding the operation of explosive powered tools.
- (xxi) Rail Protection Officer- Level 1 means a person who holds a track awareness certificate and is permitted to work within the boundaries of the rail corridor, assess work site protection, and use a signal block to control train traffic. A Rail Protection Officer- Level 1 may be required to apply the rules NAR (No Authority Required) and CSB (Control Signal Block) of the RailSafe Network Rules and Procedures and usually works under the supervision of a higher level Rail Protection Officer.
- (xxii) Rail Protection Officer- Level 2 means a person who has the responsibility of a flagperson or hand signaller. A Rail Protection Officer- Level 2 may be required to implement rail protection to bring a train to a stop and apply the rules NAR (No Authority Required), CSB (Control Signal Block) and TOA (Track Occupancy Authority) of the RailSafe Network Rules and Procedures.
- (xxiii) Rail Protection Officer- Level 3 means a person who has the same powers and responsibility as a Rail Protection Officer- Level 4 with the limitation that the officer can only coordinate and control a single work site possession. A Rail Protection Officer- Level 3 may be required to apply the rules NAR (No Authority Required), CSB (Control Signal Block), TOA (Track Occupancy Authority), and TWA (Track Work Authority) of the RailSafe Network Rules and Procedures.
- (xxiv) Rail Protection Officer- Level 4 means a person who may be required to plan, document, advertise, coordinate and control a multiple possession of the track or work with another or other Rail Protection Officers- Level 4 to do this. A Rail Protection Officer- Level 4 may be required to apply the rules NAR (No Authority Required), CSB (Control Signal Block), TOA (Track Occupancy Authority), TWA (Track Work Authority), and LPA (Local Possession Authority) of the RailSafe Network Rules and Procedures.
- (xxv) Rigger's assistant and/or hemp rope splicer means a person assisting under the direct supervision of a rigger in erecting or placing in position the members of any type of structure (other than scaffolding and aluminium alloy structures) and for the manner of ensuring the stability of such members, for dismantling such structure or for setting up cranes or hoists other than those attached to scaffolding and who has had less than twelve months experience at work, and shall include an employee either performing rigging work that is an integral part of, or incidental to, a tradeperson's work or work that is an integral part of, or incidental to, crane operations.

An employee classified or employed as a Rigger's assistant and/or hemp rope splicer (as defined) shall, on the termination of his/her employment or of his/her work in that classification for an employer, be

supplied by such employer with a written statement signed by the employer, showing the duration of his/her service with that employer as a Rigger's assistant and/or hemp rope splicer.

Not more than one Rigger's assistant and/or hemp rope splicer (as defined) shall be employed in any rigging gang (including leading hand dogman) when the number of employees in the gang does not exceed five.

- (xxvi) Rotary Earth Digger Operator shall mean an operator of a mobile truck mounted or self-propelled machine incorporating cutting bits or augers for boring shafts, piers, and caissons of various diameters and depths.
- (xxvii) Sandstone shall mean and shall include -
- (a) sandstone indurated shale, conglomerate, quartz, quartzite, cherts and any other rock containing more than 50 per centum of free silica;
 - (b) granite, porphyry, gneiss, schist, slate and any other rock containing 50 per centum or more of silica, as opposed to free silica, and 20 per centum of free silica when worked in a tunnel cutting with head, shaft, driver, trench, 91 or more centimetres deep, quarry, whilst being worked with at least two faces, or other confined space and the rock is in hard formation requiring the use of percussion tools.
- (xxviii) Scaffolder (certificated) means an employee engaged in the work of erecting or altering or dismantling scaffolding of all types.
- (xxix) Shaft Miner shall mean an employee excavating a shaft, earth or rock, having an inclination to the horizontal of 15 degrees or more but does not include an employee excavating pier holes or other foundations provided the pier holes or other foundations do not exceed 15.2 metres in depth from the nearest horizontal plane.
- (xxx) Storeperson - shall mean an employee who is required to carry out all the duties of a Storeperson associated with the issue and receipt of stores on the Computerised Stock System, including the allocation, checking and verification of catalogue numbers on documents emanating from the Stores such as invoices, delivery dockets, stores issue dockets and day book.
- (xxxi) Timberperson shall mean a labourer directly engaged in timbering any trench or other excavation not being a tunnel or shaft when such timbering is for the purpose of the excavation.
- (xxxii) Traffic Controller shall mean a labourer engaged in, or in connection with, the safe and orderly direction and control of traffic along any given length of road or around construction work of some kind.
- (xxxiii) Traffic line marking- operator or machine attendant means an employee who operates or assists in the operation of, and maintains the material supply to and the cleanliness of any or all of the following, viz. a linemarking or roadmarking machine; a machine which prepares roadmarking materials or raised pavement markers for application to the road surface; a machine which removes markings from the road surface; or who places or assists in the placing of markings on the road with the aid of a machine or by any other means; or who drives a motor vehicle in connection with any of the above operations.
- (xxxiv) Trench Labourer Excavating shall mean a labourer engaged in excavating trenches or foundations for bridges, culverts or keyways for foundations for dams and shall include a labourer shovelling excavated material from a platform or bench in a trench. When excavating in cylinders and/or coffer dams the depth shall be measured from the top of the cylinder, coffer dam or the ground level, whichever gives the greatest depth
- (xxxv) Tunnel miner- assisting, means an employee engaged underground in the work of assisting a Tunnel miner, car spotter, brakeperson, operators of rotary car dumps, members of a bull gang or an employee carrying out any other general excavation operations.

- (xxxvi) Tunnel miner means an experienced tunneller who is engaged underground in the work of drilling, charging, firing, operating mucking trucks, timbering, placing steel supports, rock bolting, concrete vibrator hand, concrete gun operator or tending concrete chutes and conveyor belts.
- (xxxvii) Weekly Hire employee shall have the meaning prescribed by clause 6(ii) of this Award.

34. Award Modernisation

- (a) The parties are committed to modernising the terms of the award so that it provides for more flexible working arrangements, improves the quality of working life, enhances skills and job satisfaction and assists positively in the restructuring process.
- (b) The parties commit themselves to the following principles as part of the Structural Efficiency process and have agreed to participate in a testing process in accordance with the provisions of this clause:
- (i) Acceptance in principle that the new award skill level definitions will be more suitable for the needs of the industry, sometimes more broadly based, in other matters more truly reflective of the different skill levels of the tasks now performed but which shall incorporate the ability for an employee to perform a wider range of duties where appropriate.
 - (ii) The parties will create a genuine career path for employees which allows advancement based on industry accreditation and access to training.
 - (iii) Co-operation in the transition from the old structure to the new structure in an orderly manner without creating false expectations or disputation.
- (c) Enterprises shall establish a consultative mechanism and procedures appropriate to their size, structure and needs for consultation and negotiation on matters affecting their efficiency and productivity.

35. Structural Efficiency Exercise

- (a)
- (i) An employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure to this award provided that such duties are not designed to promote de-skilling.
 - (ii) An employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.
 - (iii) Any direction issued by an employer shall be consistent with the employers responsibilities to provide a safe and healthy working environment.
- (b) The parties to this award are committed to co-operating positively to increase the efficiency, productivity and international competitiveness of the civil construction industry and to enhance career opportunities and job security of employees in the industry.
- (c) Measures raised for consideration shall be related to implementation of a new classification structure, any facilitative provisions contained in this award and matters concerning training
- (d) Award restructuring should be given its wider meaning, and award restructure should not be confined to the restructuring of classifications but may extend to the review of other restrictive provisions which currently operate. To that end, such restrictive provisions will be reviewed on an ongoing basis.

- (e) The parties to this award recognise that in order to increase the efficiency, productivity and international competitiveness of industry, a greater commitment to training and skill development is required. Accordingly, the parties commit themselves to:
 - (i) developing a more highly skilled workforce;
 - (ii) providing employees with career opportunities through appropriate training to acquire additional skills, and
 - (iii) removing barriers to the utilisation of skills acquired.
- (f) Any disputes arising in relation to the implementation of this clause shall be subject to the provisions of the settlement of disputes clause.

36. Enterprise Arrangements

- (i)
 - (a) As part of the Structural Efficiency exercise and as an ongoing process, improvements in productivity and efficiency, discussions should take place at an enterprise to provide more flexible working arrangements, improvement in the quality of working life enhancement of skills, training and job satisfaction, and positive assistance in the restructuring process and to encourage consultation mechanisms across the workplace to all employees in an enterprise and consideration of a single bargaining unit in all multi-union/union award workplaces. Union delegates at the place of work may be involved in such discussions.
 - (b) The terms of any proposed genuine arrangement reached between an employer and employee(s) in any enterprise shall, after due processing, substitute for the provisions of this award to the extent that they are contrary provided that:
 - (1) A majority of employees affected genuinely agree.
 - (2) such agreement is consistent with the current State Wage Case principles.
 - (c)
 - (1) Before any arrangement requiring variation to the award is signed and processed in accordance with subclause (ii), details of such arrangements shall be forwarded in writing to the union or unions with members in that enterprise affected by the changes and the employer association, if any, of which the employer is a member. A union or an employer association may, within 14 days thereof, notify the employer or the Public Employment Industrial Relations Authority in writing of any objection to the proposed arrangements including the reasons for such objection.
 - (2) When an objection is raised, the parties are to confer in an effort to resolve the issue.
- (ii) Such enterprise arrangements shall be processed as follows:
 - (a) All employees will be provided with the current prescriptions (e.g. award, industrial agreement or enterprise arrangement) that apply at the place of work.
 - (b) The authorised representative of employees at an enterprise may include a delegate, organiser or official of the relevant union if requested to be involved by the majority of employees at the establishment.
 - (c) The arrangement shall be signed by the employer, or the employer's duly authorised representative, and the employees, or their authorised representative with whom agreement was reached.

- (d) Where an arrangement is objected to in accordance with subparagraph (c) (1) of subclause (i) and the objection is not resolved, an employer, may make application to the Industrial Relations Commission of NSW to vary the award to give effect to the arrangement.
- (e) The union and/or the employer association shall not unreasonably withhold consent to the arrangements agreed upon by the parties.
- (f) If no party objects to the arrangement, then a consent application shall be made to the Industrial Relations Commission of NSW to have the arrangement approved and the award varied in the manner specified in paragraph (g).

Such applications are to be processed in accordance with the appropriate State Wage Case principles.

- (g) Where an arrangement is approved by the Industrial Relations Commission of NSW and the arrangement is contrary to any provisions of the award, then the name of the enterprise to which the arrangement applies, the date of operation of the arrangement, the award provisions from which the said enterprise is exempt, and the alternative provisions which are to apply in lieu of such award provisions, (or reference to such alternative provisions), shall be set out in a schedule of the award.
- (h) Such arrangement when approved shall be displayed on a notice board at each enterprise affected.
- (i) No existing employee shall suffer a reduction in entitlement to earnings, award or overaward, for working ordinary hours of work as the result of any award changes made as part of the implementation of the arrangement.

37. Damage to Clothing

An employee whose clothing is spoiled by acid or sulphur or any other deleterious substance, due to the circumstances of his/her employment shall be recompensed by his/her employer to the extent of his/her loss.

38. Bereavement Leave

- (i) An employee, other than a casual employee, shall be entitled to up to two days bereavement leave without deduction of pay on each occasion of the death of a person prescribed in paragraph (c) of this subclause.
- (ii) The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will, if required by the employer, provide to the satisfaction of the employer proof of death.
- (iii) Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of personal/carer's leave as set out in subparagraph (ii) of paragraph (c) of subclause (1) of Clause 19 - Personal/Carers Leave, provided that for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- (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 (2), (3), (4), (5) and (6) of the said Clause 19. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

39. Jury Service

An employee on weekly hiring required to attend for jury service during his/her ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of his/her

attendance for such jury service and the amount of wage he/she would have been paid in respect of his/her attendance for such jury service and the amount of wage he/she would have received in respect of the ordinary time he/she would have worked had he/she not been on jury service.

An employee shall notify his/her employer as soon as practicable of the date upon which he/she is required to attend for jury service, and shall provide his/her employer with proof of his/her attendance, the duration of such attendance, and the amount received in respect thereof.

40. Settlement of Disputes

- (a) Subject to the provisions of the NSW *Industrial Relations Act*, 1996, any dispute shall be dealt with in the following manner:
 - (i) Where a dispute arises at a particular job location, which cannot be resolved between the employee or his/her representative and the supervising staff, it shall be referred to the Industrial Officer or other officer nominated by the employer who will then arrange for the matter to be discussed with the Union or Unions concerned;
 - (ii) Failing settlement of the issue at this level the matter should be referred to senior management and if appropriate the assistance of an officer of the relevant employer organisation requested;
 - (iii) If the matter remains unresolved it should be referred to the Industrial Relations Commission of NSW under Section 130, of the *Industrial Relations Act*, 1996.
 - (iv) Whilst these procedures are continuing, no stoppage of work or any other form of limitation of work shall be applied;
 - (v) The right is reserved to the parties to vary this procedure where a safety factor is involved.
- (b) Demarcation Disputes
 - (i) The parties agree that there shall be no stoppage or other interruption to the continuity of work whilst demarcation issues or disputes are being processed in accordance with the following procedure.
 - (ii) The employer shall be advised immediately a demarcation issue arises.
 - (iii) The shop stewards of the unions involved in the demarcation dispute shall advise their union office of the dispute at the earliest convenient time through the relevant official.
 - (iv) Officials of the unions involved will confer as early as possible with the aim of resolving the dispute.
 - (v) If the dispute is capable of being resolved at this level the union officials will advise the employer of the details of the resolution.
 - (vi) If the dispute is not resolved in accordance with the above procedure then the union will refer the matter to the New South Wales Labour Council for their assistance.
 - (vii) Whilst this procedure is being followed the status quo will be maintained without prejudice to any of the parties.
 - (viii) The employer shall be kept advised of the outcomes of all discussions and will retain the right to refer the dispute to the Industrial Relations Commission of NSW if necessary.

41. Deduction of Union Membership Fees

- (i) The employer shall deduct Union membership fees (not including fines or levies) from the pay of any employee, provided that:
 - (a) the employee has authorised the employer to make such deductions in accordance with subclause (ii) herein;
 - (b) the Union shall advise the employer of the amount to be deducted for each pay period applying at the employer's workplace and any changes to that amount;
 - (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; and
 - (d) there shall be no requirement to make deductions for casual employees with less than two months' service (continuous or otherwise).
- (ii) 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 rules) that the Union advises the employer to deduct. Where the employee passes any such written authorisation to the Union, the Union shall not pass the written authorisation on to the employer without first obtaining the employee's consent to do so. Such consent may form part of the written authorisation.
- (iii) Monies so deducted from employees' pay shall be remitted to the Union on either a weekly, fortnightly, monthly or quarterly basis at the employer's election, together with all necessary information to enable the reconciliation and crediting of subscriptions to employees' membership accounts, provided that:
 - (a) where the employer has elected to remit on a weekly or fortnightly basis, the employer shall be entitled to retain up to five per cent of the monies deducted; and
 - (b) where the employer has elected to remit on a monthly or quarterly basis, the employer shall be entitled to retain up to 2.5 per cent of the monies deducted.
- (iv) 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.
- (v) The Union shall advise the employer of any change to the amount of membership fees made under its rules, provided that this does not occur more than once in any calendar year. Such advice shall be in the form of a schedule of fees to be deducted specifying either weekly, fortnightly, monthly, or quarterly as the case may be. The Union shall give the employer a minimum of two months' notice of any such change.
- (vi) An employee may at any time revoke in writing an authorisation to the employer to make payroll deductions of Union membership fees.
- (vii) Where an employee who is a member of the Union and who has authorised the employer 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 employer in order for payroll deductions of union membership fees to cease.

42. Area, Incidence and Duration

This interim Award rescinds and replaces the General Construction and Maintenance, Civil and Mechanical Engineering, &c. (State) Award published 21 December 2001 (330 I.G. 549) and all variations thereof.

It shall apply to all employees of the classes specified in Table 1, Classifications and Rates of Pay, of Part B, Monetary Rates, of this award in the State excluding the County of Yancowinna, within the jurisdiction of the Labourers, Railway and Road Construction, &c. (State) Conciliation Committee as set out in Annexure A to this Award.

This interim Award shall take effect from the first pay period to commence on or after 12 December 2005, and shall have a nominal term of 3 months.

The Award, as made, is taken to be reviewed pursuant to section 19 (6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Award made by the Industrial Relations Commission of New South Wales on 18 December 1998 (30 IG 307).

PART B

MONETARY RATES

Table 1 - Classifications and Rates of Pay

Section 1 - Daily Hire Classifications	The rates of pay in these columns have been calculated on the basis that the industry allowance, follow the job loading, sick leave allowance and travel pattern loading are applicable. Where these amounts are not applicable, hourly rates of pay should be calculated in accordance with clause 3, Wages.		
Classification	Base Weekly Rate \$	All purpose daily hire hourly rate \$	Casual Hourly rate \$
Civil Construction Worker - Grade 1	511.30	15.41	18.49
Civil Construction Worker - Grade 1 is comprised of the following classifications			
Construction Worker, Other			
Adzeperson, augerperson or sawperson			
Assistant depotperson			
Axeperson			
Ballast - labourer discharging from punt			
Bridge foundations - labourer engaged in boring for (except machine person)			
Compressed and/or mastic asphalt labourer;			
Caulker			
Crusher feeder and sand roller attendant			
Divers' pumper			
Flying fox - labourer			
Forest devil - labourer			
Incinerator attendant (Cockatoo Dockyard)			
Labourer destroying rabbits (if required to provide transport \$1.55 per day extra and \$1.11 cents per week extra shall be paid for each dog not exceeding two dogs)			
Pole erecting - labourers erecting telegraph poles, electric lights and/or power poles			
Signalperson - cable way			
Turfing, cutting and/or laying - including landscaping on civil engineering construction - labourers engaged in			

Underground Trench & Excavation Trench labourer 0.9m-3m (when required to use pneumatic machines shall be paid at least machine person's rates)			
Irrigation Labourer - boring test or other holes by hand Labourer cutting noxious weeds with hoe Layer-on of hot mastic asphalt compounds in supply channels, expansion joints or cracks in concrete channels Maintenance persons - in channels Painter or layer of bitumen, colfix, laykol or any similar substance			
Railway Construction - Group (A): Back Bolter Boxer-up Brakesperson, spragger or spragsperson Cutting and/or breaking rails - labourer Erector of grade indicators Fettler Heelperson Jackperson (two to be paid alike) Labourer erecting stanchions for the overhead wiring for railways and tramways Linker-in Leverperson Loading, unloading and/or stacking rails and/or sleepers and / or new material - labourer Packer on metal roads and/or in yards Packers (two) with leverperson on metal roads and/or in yards in gangs of eight or more employees Packers (two) with leverpersons on muck roads in gangs of eight or more employees Punchperson, hydraulic and/or crowperson Rail pressing - labourer Rail Protection Officer - Level 1 Re-railing and/or re-sleepering - labourer Sleeper spacer and squarer Straightening gang - labourer in			
Road Construction and Maintenance Tar and/or bituminous labourer - other			
Land and Water Conservation & Irrigation Labourer cleaning silt pits-irrigation area			
Cylinder Sinking Employees working in cylinders or caissons with or without air pressure excavating earth other than rock, concrete, sandstone and/or strata other than earth less than 6.1 metres deep (26 cents per shift extra for each additional 6.1 metres of depth or part thereof) Cylinder sinking - Benoto process - attendant			
Civil Construction Worker - Grade 2	518.93	15.61	18.74
Civil Construction Worker - Grade 2 is comprised of the following classifications			

Railway Construction - Group (B): Fastener, fisher-up and/or ratchet borer Lifting ganger's offsider Rail Protection Officer - Level 2 Rail welder's assistant Road Construction & Maintenance Maintenance labourer Bituminous gang labourer All other attendants at stone handling plant Maintenance patrolperson Land and Water Conservation & Irrigation Helper - Hand Boring Plant Test Well Borer Construction Worker, Other Bankperson - in connection with dredges including employees laying or removing pipes between dredge and shore Construction Worker Group 1 Amenities attendant (including camp) Sanitary and/or garbage labourer Clerical work - labourer Labourer tarring bridge and/or other woodwork Fencer Traffic controller General labourer - not otherwise classified Greaser Labourer - bending, reinforcing steel Labourer - planting, spraying and/or lopping trees Labourer - loading, unloading and/or stacking materials other than cement Machineperson's assistant Motor and/or pump attendant Pile driver - topperson Pile pointer, ringer and/or shoer Scabbler Temporary building - labourer erecting Tipperson and/or loading tallyperson Tradeperson's labourer - on construction work Cylinder Sinking Air Lock Attendant			
Civil Construction Worker - Grade 3	546.60	16.37	19.64
Civil Construction Worker - Grade 3 is comprised of the following classifications Construction Worker, Other Barring down - labourers Bridge carpenters' labourer (including demolition work) Diver's Attendant Laboratory testing assistant Pipe - cement monier and/or concrete - labourer engaged in the manufacture of Pipe layer and/or joiner Pipe liner hand working inside pipe Sand blast operator Underground & Trench Excavation Trench labourer 3m-6m			

<p>Irrigation Labourer using hand trowels on cement or concrete channels Labourer using shovel for constructing cement channels - known as laying on</p> <p>Road Construction and Maintenance Manual kerb extruding machine operator Labourers engaged in the erection and placement of steel wire mattresses Labourers engaged in the erection, placement and repairs of permanent safety crash barriers</p> <p>Land & Water Conservation & Irrigation Spray Operator</p> <p>Railway Construction - Group (C): Leader linker-in Rail Protection Officer - Level 3 Rail welder Operators of track laying renewal machines as follows: (i) Sleeper gantry operator (ii) Sleeper feed operator (iii) Sleeper pick-up operator (iv) Rail alignment operator Assistant operator of track tamping machine Operator of "Pan Driver" machine or similar Operator of Hi Rail vehicle</p> <p>Railway Construction - Group (D): Operator Ballast Regulating Machine</p> <p>Concrete Construction Central Mortar Batch Plant Operator (this rate is inclusive of any extra payment) Concrete Worker - including floater form erector and/or stripper, jazzoerperson and/or tamperperson, concrete cutting or drilling machine operator, kerb and/or gutter layer Labourer bending, reinforcing steel to pattern or plan Cement gun operator - other Assistant concrete pump operator Pressure grouter's assistant</p> <p>Construction Worker - Group 2 Bricklayer's labourer Cement - labourer loading, unloading and/or stacking Crane chaser Erector structural steel Greaser attending machinery cable way above ground level Worker - placing precast blocks and metal strips in reinforced earth constructions Machine drill and/or tool sharpener Machineperson and/or pneumatic pickperson Timberperson up to 6.1m in depth Pegperson and/or employee boning Powder monkey's assistant Preload wire winding machine operator Rigger's assistant and/or hemp rope splicer Storeperson</p>			
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Cylinder Sinking Employees working in cylinders or caissons with air pressure in rock, concrete, sandstone and/or strata other than earth less than 6.1metres deep (26 cents per shift extra for each additional 6.1 metres of depth or part thereof)			
Civil Construction Worker - Grade 4	558.00	16.68	20.01
Civil Construction Worker - Grade 4 is comprised of the following classifications Construction Worker Other Wharf Preservation Operator (this rate is inclusive of any extra payment for the use of creosote and working afloat in a scow) Concrete Construction Central concrete batch plant - weigher and batcher (this rate is inclusive of any extra payment) Cement Gun Operator - wet - underground Manhole builder Concrete finisher Concrete kerb finisher & patcher (steel, wooden, rubber or mechanical trowels) Labourer placing and/or tack welding, reinforcing steel Pressure grouter Underground & Trench Excavation Tunnel miner - assisting All other labour in tunnelling crew Trench labourer over 6.1-12.2m Road Construction & Maintenance Hot mix plant operator, other Field assistant Storeperson Stone handling plant attendant Labourers engaged in the erection and placement of steel wire box gabions Land and Water Conservation & Irrigation Driller - hand boring plant Construction Worker Group 3 Augerperson - pneumatic or electrically powered augers and/or timber boring machines Frankipile operator Pile driver Powder monkey Scaffolder (certificated) Timberperson over 6.1m in depth Wire rope splicer (not being a certified rigger)			
Civil Construction Worker - Grade 5	573.41	17.09	20.51
Civil Construction Worker - Grade 5 is comprised of the following classifications Construction Worker Other Pile driver - loading on sheer legs or pile frame up to 30.5 tonnes lift Operator of mobile track drill independent rotation			

Concrete Construction Cement gun operator - dry - underground Road Construction & Maintenance Hot mix operator - plant with capacity of under 1474.2kg per batch Pug Mill Rated Capacity 1474.2kg per batch or equivalent Land and Water Conservation & Irrigation Gemco drill operator Trainee channel attendant Railway Construction - Group E: Operator track tamping machine Rail Protection Officer - Level 4 Construction Worker Group 4 Dogperson Rigger (certificated) and wire rope splicer			
Civil Construction Worker - Grade 6	586.71	17.45	20.95
Civil Construction Worker - Grade 6 is comprised of the following classifications Construction Worker Other Pile driver - loading on sheer legs or pile frame over 30.5 tonnes lift Road Construction & Maintenance Pug mill rated capacity 1474.7kg but less than 6000kg Underground & Trench Excavation Tunnel miner Shaft miner Concrete liner in tunnel Mechanical miner operator			
Civil Construction Worker - Grade 7	590.72	17.56	21.08
Civil Construction Worker - Grade 7 is comprised of the following classifications Road Construction & Maintenance Pug mill rated capacity of 6000kg or more Land & Water Construction & Irrigation Percussion Drill Operator - Research			
Civil Construction Worker - Grade 8	592.83	17.62	21.14
Civil Construction Worker - Grade 8 is comprised of the following classifications Construction Worker Other Labourer - using boat for the recovery of flotsam and jetsam Diver			

Civil Construction Worker - Grade 9		605.48	17.96	21.56
Civil Construction Worker - Grade 9 is comprised of the following classifications				
Underground & Trench Excavation Miner attending tunnel boring machine				
Civil Construction Worker - Grade 10		626.20	18.53	22.23
Civil Construction Worker - Grade 10 is comprised of the following classifications				
Underground & Trench Excavation Miner operating tunnel boring machine				
Youths	Percentage of Civil Construction Worker Grade 2 (\$518.93)	Base Weekly Rate	All purpose daily hire hourly rate	Casual Hourly rate
	%	\$	\$	\$
At 15 years of age	50.5	262.06	8.64	10.37
At 16 years of age	61.5	319.14	10.19	12.23
At 17 years of age	71.5	371.03	11.60	13.92

Section 2 - Weekly Hire Classifications		The rates of pay in these columns have been calculated on the basis that the industry allowance, sick leave allowance, and travel pattern loading are applicable. Where these amounts are not applicable, hourly rates of pay should be calculated in accordance with clause 3, Wages.		
Classification		Base Weekly Rate \$	All purpose weekly hire hourly rate	Casual Hourly rate
Rotary Earth Digger (auger type) Operator				
(i)	>From 48.5 to 74.6kw	543.20	15.80	18.96
(ii)	Over 74.6 to 111.9kw	552.80	16.05	19.26
(iii)	Over 111.9kw	561.90	16.29	19.55
(iv)	Assistant	488.20	14.35	17.22
Driller - Operator - Shot Drilling Machine - Large		560.50	16.26	19.51
Driller - Operator - Diamond and/or Shot Drilling Machine - Small		547.40	15.91	19.09
Driller - Operator's Assistant--Diamond and/or Shot Drilling Machine - Large		525.60	15.34	18.41
Driller - Operator's Assistant - Diamond and/or Shot Drilling Machine - Small		525.20	15.33	18.39
Tamrock D.H.A. 800 Drill Operator (Note: Operator setting diamonds and/or keeping safe custody of diamonds shall be paid 5 cents per hour in addition to the above rates.)		604.70	17.42	20.90
Premix and Asphalt, Central Asphalt Depot Senior Operator		630.20	18.09	21.71
Automatic Kerb Extruding, Trimmer and Paver Machine Operator-				
(i)	48.5kW and under	557.50	16.17	19.41
(ii)	Over 48.5kW but less than 97kW	577.90	16.71	20.06
(iii)	Slipform Concrete Paving Machine Operator	593.30	17.12	20.54
(iv)	Curing and Texture Machine Operator	559.90	16.24	19.49
Traffic Line Marking Operator or machine attendant		556.20	16.14	19.37
Other attendant		540.30	15.73	18.87

Tow Truck Attendant- Sydney Harbour Bridge	553.20	16.06	19.28
Artesian and Sub Artesian Bores:			
Assistant - cable tool rigs	512.20	14.99	17.98
Helpers - cable tool rigs	509.40	14.91	17.89
Assistants - rotary hammer drill rigs	545.80	15.87	19.04
Helpers - rotary hammer drill rigs	544.00	15.82	18.99

Table 2 - Other Rates and Allowances

Item No.	Clause Reference	Brief Description	Amount \$
1	3(vii)	Sick Leave Allowance	23.70 per week
2	3(vi)	Industry Allowance	21.70 per week
3	3(viii)	Leading hand in charge of - More than 2 and up to 5 employees More than 5 and up to 10 employees More than 10 employees	0.49 per hour 0.71 per hour 0.92 per hour
4	5(i)(a)	Working in Rain	2.46 per day
5	5(ii)(a)(1)	Wet Places	0.49 per hour
6	5(ii)(a)(4)(i)	Water over 45.5cm	3.27 per day
7	5(ii)(a)(4)(ii)	Water over 91.4cm	3.97 per day
8	5(ii)(b)	Work in Slurry	0.45 per hour
9	5(iii)	Snow over 15.2cm	3.97 per day
		Snow over 2.5cm and less than 15.2 cm	2.67 per day
10	5(iv)	Confined Space	0.61 per hour
11	5(v)(a)	Distant Places	1.04 per day
		Distant Places - western division	1.71 per day
12	5(v)(b)	Distant Places - Snowy River, etc.	1.71 per day
13	5(vi)	Road Construction - Distant Places	1.04 per day
14	5(vii)	Height Money	0.49 per hour
15	5(viii)	Explosive Power Tools	1.12 per day
16	5(ix)	Heavy Blocks - Over 5.5 kg and up to 9 kg Over 9 kg and up to 18 kg Over 18 kg	0.49 per hour 0.88 per hour 1.25 per hour
17	5(x)	Roof Repairs	0.49 per hour
18	5(xi)(a)	Epoxy Materials	0.61 per hour
19	5(xi)(c)	Working in close proximity to the above	0.49 per hour
20	5(xii)	Cleaning Down Brickwork	0.45 per hour
21	5(xiii)	Refractory Brickwork	1.48 per hour
22	5(xiv)(i)	Towers Allowance - Above 15 metres Each further 15 metres	0.49 per hour 0.49 per hour
23	5(xv)	Coal Wash	0.49 per hour
24	5(xvii)	Dust Allowance	10.87 per week
25	17	Meal Allowance Each subsequent meal	10.50 per meal 8.75 per meal
26	25(ii)(1)	Return Home Allowance Each additional 10km beyond 100km	40.45 per occasion 1.75 per 10km
27	25(ii)(4)	Camping Allowance	20.60 per day
28	26(i)(a)	Excess Fares	14.30 per day
29	26(i)(a)	Excess Fares - transport provided	5.50 per day
30	26(i)(b)	Travel Pattern Loading	11.85 per week
31	27(iv)(a)	Country Allowance - Unbroken week	380.60 per week
32	27(iv)(c)	Return Home Allowance Each additional 10km beyond 100km	40.45 per occasion 1.75 per 10km
33	27(vi)	Meal whilst travelling	10.50 per meal

34	27(vi)	Bed Allowance whilst travelling	54.10 per occasion
35	28(iii)	First Aid Allowance	2.20 per day
36	5(xvii)	Tow Truck Attendant	0.65 per hour

"Note": These allowances are contemporary for expense related allowances as at 30th March 2005 other than Items 27, 28 and 29 which are adjusted in accordance with the NBCIA and for work related allowances are inclusive of adjustments in accordance with the June 2005 State Wage Case Decision of the Industrial Relations Commission of New South Wales.

ANNEXURE A

LABOURERS, RAILWAY AND ROAD CONSTRUCTION, &c., (STATE) CONCILIATION COMMITTEE

Industries and Callings

Labourers engaged in the construction and/or maintenance of railways, tramways, roads, bridges, water conservation and irrigation works, and harbour and reclamation works; construction work on civil and/or mechanical engineering projects; cement mixers, concrete workers, plate layers, hammer and drill persons, timberers, pipe layers, manhole builders, tool sharpeners, navvies with or without horses and drays, rockchoppers, sewer miners, and all labourers and assistants, employed in connection with any such callings; persons operating, attending, fuelling, greasing, cleaning and maintaining (excepting work usually performed by skilled tradespersons) mobile and stationery machines, cranes, winches and other motors, and mechanical equipment and appliances used in construction work on the surface or underground and in excavation work and also all juniper persons, pick, shovel, axe, and moyle person, scabblers, spawlers, knappers, fencers, grubbers, and clearers, excepting persons of the foregoing occupations who are engaged as general farm or station hands, or in and about gravel and sand pits; cleaners and sweepers employed by the Maritime Services Board of New South Wales on roads and wharves, and maintenance employees on racecourses; and excepting also all herdspersons and rangers and fence repairers who are employees of shire and municipal councils which are trustees of commons, and all employees of sanitary and garbage contractors with such councils in the State excluding the Municipality of Broken Hill;

Excepting employees of:

The Commissioner for Railways;

The Commissioner for Government Transport and the Commissioner for Motor Transport;

The Metropolitan Water Sewerage and Drainage Board;

The Hunter District Water Board;

South Maitland Railways Pty. Limited;

The Council of the City of Sydney The Sydney County Council;

Shire and Municipal Councils;

Electricity Commission of New South Wales;

The Electrolytic Refining and Smelting Company of Australia Proprietary Limited, the Metal Manufacturers Limited, the Australian Fertilizers Limited, and the Austral Standard Cables Proprietary Limited, at Port Kembla; including employees employed by Australian Fertilizers Limited on the bone-crushing and fertilizer-mixing and bagging plant at Granville; and in connection with the manufacture of acids, chemicals and fertilizers at Villawood;

The Commonwealth Portland Cement Company Limited;

The Kandos Cement Company Limited;

Southern Portland Cement Limited;

Australian Iron and Steel Limited, within the jurisdiction of the Iron and Steel Works employees (Australian Iron & Steel Limited) Conciliation Committee and the Quarries (Australian Iron & Steel Limited) Conciliation Committee;

The Australian Gas Light Company;

The North Shore Gas Company Limited;

The Broken Hill Proprietary Company Limited, at the Iron and Steel Works at Port Waratah;

Rylands Brothers (Australia) Proprietary Limited, at its works at Port Waratah near Newcastle;

Commissioner for Main Roads engaged in the maintenance of the Sydney Harbour Bridge.

Electric Light and Power Supply Corporation Limited;

Parramatta-Granville Electric Supply Company Limited;

The Council of the City of Newcastle;

And excepting employees -

In or about coal mines north of Sydney, in or about coal mines in the South Coast District, in or about coal and shale mines west of Sydney.

And excepting also -

Surveyors' labourers;

Labourers employed in or in connection with the manufacture of cement, monier and/or concrete pipes by hand or machine in factories;

Carters, grooms, stablepersons, yardpersons and drivers of motor and other power-propelled vehicles;

Labourers employed in the maintenance of privately-owned railways;

Employees within the jurisdiction of the following Conciliation Committees:

Race Clubs, &c., Employees (Cumberland & Newcastle);

Race Clubs, &c., Employees (Country);

Special Steels and Steel Products Manufacture (Commonwealth Steel Company Limited);

Labourers, Pastures Protection Boards and Dingo Destruction Boards (State);

Tubemakers of Australia Limited, Newcastle;

Showgrounds, &c., Employees (State);

Shortland County Council;

Smelting and Fertilizer Manufacturing (Sulphide Corporation Pty. Limited and Greenleaf Fertilizers Limited);

John Lysaght (Australia) Pty. Ltd. Newcastle;

John Lysaght (Australia) Pty. Ltd., Port Kembla;

Wire Rope Makers (Australian Wire Rope Works Proprietary Limited);

Commonwealth Steel Company Limited, Unanderra;

Building and Construction Industry Labourers on Site (State) Award;

Building Tradesmen on Construction (State) Award;

Tubemakers of Australia Limited, Yennora;

Sugar Manufacturers (State);

Cement Workers (Australian Portland Cement Limited);

Shoalhaven Scheme;

Googong Dam Project;

And excepting also -

Persons within the jurisdiction of the Engine Drivers, &c., Australian Iron and Steel Limited), Engine Drivers, &c. (Broken Hill Proprietary Company Limited), Engine Drivers, &c. Coal Mining (State), Engine Drivers, &c. (Lysaghts Newcastle Works Limited), Engine Drivers, &c.

Metalliferous Mining (State) and Engine Drivers (Natural Oil Proprietary Limited) Industrial Committees

T. M. KAVANAGH *J.*

Printed by the authority of the Industrial Registrar.

(349)

SERIAL C4420**GENERAL CONSTRUCTION AND MAINTENANCE, CIVIL AND
MECHANICAL ENGINEERING, &c. (STATE) AWARD**INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES
FULL BENCH

Applications by The Australian Workers' Union, New South Wales, Industrial Organisation of Employees and others.

(Nos. IRC 7161 of 2003, 3377 & 4628 of 2004)

Before The Honourable Justice Walton, Vice-President
The Honourable Justice Kavanagh
Commissioner O'Neill

6 February 2006

AWARD**Arrangement**

Clause No. Subject Matter

PART A

1. Short Title
2. Anti-Discrimination
3. Wages
4. Superannuation
5. Special Rates
6. Employment Categories
7. Hours of Labour
8. Test of Workings
9. Machine Work
10. Ventilation of Workings
11. Wet Weather
12. Rail and Sleeper Lifting and Dolly
13. Tools
14. Mixed Functions
15. Protective Clothing
16. Overtime
17. Meal Allowance
18. Sick Leave
19. Personal/Carer's Leave
20. Long Service Leave and Annual Holidays
21. Annual Holidays Loading
22. Holidays
23. Change and Shelter Sheds
24. Tea Break and Drinking Water
25. Camping Area
26. Compensation for Travel Patterns, Mobility
Requirements of Employees and the Nature of
Employment in the Construction Work Covered by
this Award
27. Distant Work
28. First Aid
29. Employee Representative
30. Payment of Wages and Termination of Employment

31. Redundancy
32. Automation and Mechanization
33. Definitions
34. Award Modernisation
35. Structural Efficiency Exercise
36. Enterprise Arrangements
37. Damage to Clothing
38. Bereavement Leave
39. Jury Service
40. Settlement of Disputes
41. Deduction of Union Membership Fees
42. Settlement of Award
43. Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Classifications and Rates of Pay

Table 2 - Other Rates and Allowances

PART A

1. Short Title

This award shall be known by the title of General Construction (State) Award.

2. Anti-Discrimination

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

NOTES

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

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

3. Wages

- (i) Employees covered by this award shall be entitled to wages in accordance with their classification, as set out in Table 1 - Classifications and Rates of Pay, of Part B, Monetary Rates and method of engagement, as set out in Clause 6 - Employment Categories, and in accordance with this clause.
- (ii) Daily Hire Employees

The All Purpose Hourly Rate applying to daily hire employees shall be calculated as follows:

	Item	Reference
	Applicable Base Weekly Rate	Section 1 of Table 1 of Part B, Monetary Rates
+	Industry Allowance (where applicable)	Clause 3(vi)
=	Subtotal	
x	Follow the Job Loading	Clause 3(viii)
+	Travel Pattern Loading (where applicable)	Clause 26(i)(b)
+	Sick Leave Loading	Clause 3(vii)(a)
=	Subtotal	
÷	38 hours	Clause 7(i)(a)
=	All Purpose Daily Hire Hourly Rate	

- (iii) Weekly Hire Employees

The All Purpose Hourly Rates applying to weekly hire employees shall be calculated as follows:

	Item	Reference
	Applicable Base Weekly Rate	Section 2 of Table 1 of Part B, Monetary Rates
+	Industry Allowance (where applicable)	Clause 3(vi)
+	Travel Pattern Loading (where applicable)	Clause 26(i)(b)
+	Sick Leave Loading (where applicable)	Clause 3(vii)
=	Subtotal	
÷	38 hours	Clause 7(i)(a)
=	All Purpose Weekly Hire Hourly Rate	

- (iv) Casual Employees

- a. There shall be a 20% casual loading for casual employees. Such loading shall be in compensation for inter alia, the casual nature of the engagement, annual holidays and annual holidays loading, sick leave, personal/carer's leave, bereavement leave, jury service, public holidays not worked, and redundancy.
- b. The casual loading shall be applied to the applicable all purpose hourly rate for the classification and method of engagement concerned.

- (v) The rates of pay in this award include the adjustments payable under State Wage Case 2005. This adjustment may be offset against:
 - a. any equivalent overaward payments, and/or
 - b. award wage increases since 29 May 1991 other than safety net adjustments and minimum rates adjustments.

(vi) Industry Allowance

Employees working in the open on civil and/or mechanical engineering projects and thereby being subjected to climatic conditions, i.e., dust blowing in the wind, dripping from newly poured concrete, sloppy and muddy conditions, the lack of usual amenities associated with factory work (e.g., meal rooms, change rooms, lockers, etc.) shall be paid an additional amount for all purposes, calculated at the rate per week as set out in the Item 2, of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, of this Award.

(vii) Sick Leave Allowance

- a. Employees, including casual employees, shall be entitled to an additional amount for all purposes calculated at the rate per week as set out in Item 1 of the said Table 2. This amount is in compensation for the non-payment of sick leave and the non-accumulation of sick leave.
- b. An employer employing weekly hire employees pursuant to clause 6(ii) of this award shall cease to pay the sick leave allowance prescribed by paragraph (a) above no later than the first full pay period to commence on or after 3 months after the making of this interim award, and shall in lieu thereof provide sick leave in accordance with Clause 18 - Sick Leave, of this interim award.

(viii) Leading Hand Allowance

An employee appointed as a leading hand shall be paid an amount per hour as set out in Item 3 of the said Table 2.

4. Superannuation

Superannuation Legislation- The subject of superannuation is dealt with extensively by federal legislation including the Superannuation Guarantee (Administration) Act 1992 (Cth), the Superannuation Industry (Supervision) Act 1993 (Cth), the Superannuation (Resolution of Complaints) Act 1993 (Cth), 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.

(i) Definitions - for the purpose of this clause:

- (a) "the Fund" shall mean any fund meeting all the requirements of the Superannuation Guarantee (Administration) Act 1992 (Cth), the Superannuation Guarantee Charge Act 1992, the Superannuation Industry (Supervision) Act 1993 (Cth), and the Superannuation (Resolution of Complaints) Act 1993 (Cth), and shall include Construction and Building Unions Superannuation Fund (CBUS), FuturePlus Super (FPS) and ASSET.
- (b) "the employer" shall mean any Employer engaged in the industry to which Clause 42 - Area, Incidence and Duration applies.
- (c) "the employee" shall mean any employee engaged under the terms of this award.
- (d) "ordinary time earnings" (which for the purposes of the *Superannuation Guarantee (Administration) Act* 1992 will operate to provide a notional earnings base) shall mean the actual ordinary rate of pay the employee receives for ordinary hours of work including the wages and allowances as specified in Clause 3 - Wages, Clause 5 - Special Rates, and Clause 28(iii) - First-Aid Allowance, together with those fares and travel allowances (as contained in Clause 26) paid

for days where ordinary time is worked, where applicable. The term includes any regular overaward pay as well as casual or daily hire rates received for ordinary hours of work. All other allowances and payments are excluded. (Note: for the purposes of this subclause "ordinary hours of work" includes ordinary hours of shiftwork where applicable).

(ii) Employer Contributions

- (a) The employer bound by this award shall sign and execute a Deed of Adherence for the appropriate Fund. Upon acceptance of the Deed by the Trustees of the Fund the employer shall, without delay, notify the employees who shall sign and execute an application for membership for the appropriate Fund. The employer shall pay to the Trustees of the Fund a weekly contribution, payable monthly, on behalf of each employee who has signed and executed an Application for membership for the appropriate Fund.
- (b) The employer may, in accordance with the governing rules of the relevant Fund, make such superannuation contributions for the benefit of an employee as will avoid the employer being required to pay superannuation guarantee charge under the superannuation legislation with respect to the employee for each week of employment. For the purposes of the superannuation legislation, the employee's ordinary time earnings are intended to provide the employee's notional earnings base. NOTATION:- From 1 July 2002 employer contributions under the superannuation legislation is set at 9% of ordinary time earnings.

Contributions shall be payable from the date on which the employee signs and executes the application for membership referred to in paragraph (a) hereof, provided that the employer shall not be required to make payment to the Trustees of the Fund referred to in paragraph (a) hereof until a period of two (2) weeks has elapsed from the commencement of employment.

- (c) The contribution rate will be reviewed in accordance with decisions made from time to time by agreements entered into by the parties to the award.

(iii) Voluntary Employee Contributions

- (a) Subject to the governing rules of the relevant Fund, an employee who wishes to make contributions to the Fund may either forward his or her own contribution directly to the Fund administrators or authorise the employer to pay into the Fund from the employee's wages, amounts specified by the employee.
- (b) Employee contributions to the Fund deducted by the employer at the employee's request shall be held on the employee's behalf and subject to individual agreement shall meet the following conditions:
 - (i) The amount of contributions shall be expressed in whole dollars.
 - (ii) The employee shall have the right to adjust the level of contribution made on the employee's behalf from the first of the month following the giving of three month's written notice to the employer.
 - (iii) Contributions deducted under this subclause shall be forwarded to the Fund at the same time as contributions under subclause 4(ii).

(iv) Work Related Injury or Illness

In the event of an employee's absence from work being due to work related injury or illness, contributions at the normal rate shall continue for the period of the absence provided that:

- (a) the person remains an employee of the employer; and

- (b) the employee is receiving workers compensation payments or is receiving regular payments directly from the employer in accordance with statutory requirements or the provisions of this award.

(v) Exemptions

- (a) Employer members of The Australian Industry Group, who are not members of any other Employer Organisation, and who employ a majority of their employees in metal manufacturing work shall be exempt from the terms of this clause.
- (b) Public sector employers and employees bound by this award whose superannuation rights and obligations are governed by the *State Authorities Superannuation Act 1987* (NSW) and/or the *First State Superannuation Act 1992* (NSW) shall be exempt from the terms of this clause.

(vi) Expenses

The expenses incurred in the administration of the Fund shall be paid out of the assets of the Fund not by the employers nor the Unions.

5. Special Rates

(i) Working in the Rain

- (a) All employees called upon to work in the rain, including tippersons and/or bracepersons employed in connection with underground work, shall be paid an amount per day as set out in Item 4 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates
- (b) All maintenance patrolpersons shall be supplied with oilskins and gumboots, free of charge, by the employer. Such clothing shall be issued in good condition and shall be retained by the employee during the period of his/her employment. It shall be renewed by the employer when required. Patrolmen shall not be entitled to payment of the allowance provided by this clause.

(ii) Wet Places and Slurry

(a)

- (1) Employers shall pay employees working in wet places an amount per hour as set out in Item 5 of the said Table 2 in addition to their ordinary rates, irrespective of the time worked.
- (2) For the purpose of this clause a place shall be deemed to be wet when water, other than rain, is falling so that the clothing of the employee shall be appreciably wet and/or when the water in the place where the employee is working is sufficient to saturate the boots of the employee.
- (3) In all underground workings which are wet, waterproof overalls shall be provided by the employer, free of charge, if necessary.
- (4) When an employee is required to work in water to a depth of:
 - (i) Over 45.7 cm they shall be paid an amount per day as set out in Item 6 of the said Table 2;
 - (ii) Over 91.4 cm they shall be paid an amount per day as set out in Item 7 of the said Table 2.

- (b) Where an employee is called upon to work in slurry he/she shall be paid an amount per hour as set out in Item 8 of the said Table 2, in addition to the ordinary rate, irrespective of the time so worked.
- (c) An employee shall not be entitled to wet pay and slurry pay during the same period of time.
- (d) The rates prescribed in this clause shall not be payable to an employee who is provided with suitable protective clothing and/or footwear except when working in slurry over 15.2 cm in depth.

(iii) Removal of Snow

Employees engaged in the removal of snow shall be paid the following rates in addition to their ordinary rate:

Where the snow is 15.2 cm or more in depth - an amount per day as set out in Item 9 of the said Table 2;

Where the snow is more than 2.5 cm and less than 15.2 cm in depth - an amount as set out in the said Item 9.

(iv) Confined Space

Employees employed on bridge and wharf and road construction, who work in a place the dimensions of which necessitate working in a cramped position or without sufficient ventilation, shall be paid an allowance per hour as set out in Item 10 of the said Table 2, in addition to their ordinary rates whilst so engaged; provided that the extra rate herein prescribed for confined spaces shall not be payable unless the foreperson in charge of the job certifies that the conditions of the job require that the employees shall work in a stooped or otherwise cramped position or without proper ventilation. Should the foreperson's decision be in dispute the matter shall be dealt with in accordance with Clause 40 - Settlement of Disputes.

In so far as this subclause applies to roads the allowance shall not be payable to employees working inside pipes, conduits, access holes and culverts.

(v) Distant Places

- (a) All employees, working in districts west and north of and excluding State Highway No. 17 from Tocumwal to Gilgandra, State Highway No. 11 from Gilgandra to Tamworth, Trunk Road No. 73 to Yetman and State Highway No. 16 to Boggabilla up to the Western Division boundary and excluding the municipalities through which the road passes, shall be paid an amount per day as set out in Item 11 of the said Table 2; all employees working in the Western Division of the State shall be paid an amount per day as set out in the said Item 11.
- (b) All employees, working within the area bounded by and inclusive of the Snowy River, the New South Wales border to Dalgety thence by road directly from Dalgety to Berridale and on the Snowy Mountains Highway at Adaminaby, thence to Blowering, thence by a line drawn from Blowering southwest to Welaregang and on to the Murray River, thence in a southeasterly direction along the New South Wales border to the point of commencement shall be paid an amount per day as set out in Item 12 of the said Table 2.

(vi) Road Construction

Employees engaged on road construction within the area bounded by and inclusive of the Queensland border on the north, State Highway No. 9 from Wallangarra to Bendemeer on the west, State Highway No. 11 from Bendemeer to Port Macquarie on the south and the coastline from Port Macquarie to Tweed Heads on the east, shall be paid an amount per day as set out in Item 13 of the said Table 2.

(vii) Height Money

Employees working on any structure at a height of more than 9.1 metres where an adequate fixed support of not less than 76.2 cm wide is not provided, shall be paid an amount per hour as set out in Item 14 of the said Table 2 in addition to their ordinary rates.

(viii) Explosive Power Tools

employees required to use explosive powered tools shall be paid an amount per day as set out in Item 15 of the said Table 2 for each day used.

(ix) Bricklayers' Labourers Lifting Other than Standard Bricks

A bricklayer's labourer required to lift blocks (other than cindcrete blocks for plugging purposes) shall be paid the following additional rates:

Where the blocks weigh over 5.5 kg and under 9 kg - an amount per hour as set out in Item 16 of the said Table 2.

Where the blocks weigh 9 kg or over up to 18 kg - an amount per hour as set out in the said Item 16.

Where the blocks weigh over 18 kg - an amount per hour as set out in the said Item 16.

A bricklayer's labourer shall not be required to lift a building block in excess of 20 kg in weight unless such employee is provided with a mechanical aid or with an assisting employee; provided that a bricklayer's labourer shall not be required to manually lift any building block in excess of 20 kg in weight to a height of more than 1.2 m above the working platform.

(x) Roof Repairs

An employee engaged in the fixing or repairing of a roof in excess of 12.2 metres in height above the nearest floor level shall be paid an amount per hour as set out in Item 17 of the said Table 2. This subclause shall apply in lieu of any payment arising under subclause (vii).

(xi) Applying Obnoxious Substances

(a) an employee engaged in either the preparation and/or the application of epoxy based materials or weedicide or pesticide or materials of a like nature shall be paid an amount per hour as set out in Item 18 of the said Table 2.

(b) when there is an absence of adequate natural ventilation by artificial means and/or supply an approved type of respirator and in addition protective clothing shall be supplied where recommended by the Health Commission of New South Wales, or any successor body.

(c) employees working in close proximity to employees so engaged shall be paid an amount per hour as set out in Item 19 of the said Table 2.

(d) for the purpose of this clause, all materials which include or require the addition of a catalyst hardener and reactive additives or two-pack catalyst system shall be deemed to be materials of a like nature.

(xii) Cleaning Down Brickwork

An employee required to clean down bricks using acids or other corrosive substances shall be paid an amount per hour as set out in Item 20 of the said Table 2. While so employed employees will be supplied with gloves by the employer.

(xiii) Refractory Brickwork

An employee engaged in the construction or alteration or repairs to boilers, flues, furnaces, retorts, kilns, ovens, ladles and similar refractory work shall be paid an amount per hour as set out in Item 21 of the said Table 2 whilst so engaged.

(xiv) Towers Allowance

(i) An employee working on a chimney stack, spire, tower radio or television mast, or tower air shaft, cooling tower, water tower, or silo, where the construction exceeds fifteen metres in height shall be paid for all work above fifteen metres, an amount per hour as set out in Item 22 of the said Table 2, with an amount per hour additional as set out in the said Item 22 for work above each further fifteen metres.

(ii) This allowance shall not apply in addition to height money as prescribed in subclause (vii) of this clause.

(xv) Employees involved in road construction work in the Illawarra region working in areas where coal wash is being unloaded, handled or spread shall be paid the amount per hour as set out in Item 23 of the said Table 2. This allowance shall be paid in substitution for any rate which might otherwise be payable for dirty, wet, confined spaces or similar disability.

(xvi) Dust Allowance

Employees in the classification of weigher and batcher employed in the packaging and ancillary tasks of dry-mix sand and cement and other materials shall be paid an allowance per week as set out in Item 24 of the said Table 2 in consideration of dust.

(xvii) Employees engaged under the classification "Tow Truck Attendant"

Sydney Harbour Bridge Approaches", appearing in Section 2 of Table 1- Wages, of Part B, Monetary Rates shall be paid an allowance per hour as set out in item 36 of the said Table 2 for each hour or part thereof worked, if any part of this shift is worked on the roadway of the Sydney Harbour Bridge and approaches. Such allowance shall also be paid when the employee is engaged on overtime on the said paid work. The allowance is to compensate for the extra degree of exposure to traffic hazard and shall be paid only to employees engaged under the said classification who actually do the work on the roadway of the Sydney Harbour Bridge and approaches.

6. Employment Categories

(i) An employer when engaging an employee must inform the employee in writing of the relevant category of employment of the employee, the name of the employer, the classification of the employee, and the relevant rate of pay. An employee may be employed as a weekly hire employee, daily hire employee or casual employee in accordance with this clause.

(ii) A weekly hire employee shall mean an employee engaged and paid by the week in a classification in Section 2 - Weekly Hire Classifications of Table 1 - Classifications and Rates of Pay, of Part B- Monetary Rates. A weekly hire employee will receive the rates of pay and conditions of employment prescribed in this Award.

(a) One week's notice shall be required, on either side, in order to terminate the employment of a weekly hire employee. Provided that an employer may pay up to a week's pay in lieu of providing a full week's notice of termination of employment.

(b) Where a weekly hire employee terminates his or her employment without providing the notice in paragraph (ii)(a) above, the employee shall forfeit any wages owed to him by the employer, to a maximum of one week's wages.

- (iii) A daily hire employee shall mean an employee engaged by the day in a classification in Section 1 - Daily Hire Classifications, of Table 1- Classifications and Rates of Pay, of Part B- Monetary Rates. A daily hire employee shall receive the rates of pay and conditions of employment prescribed in this Award.
- (a) A daily hire employee shall be entitled to a day's pay in accordance with Clause 7 - Hours of Labour, of this Award for every day he/she reports for work except when notified not later than the day before that he/she is not to so report.
 - (b) When a daily hire employee is discharged for misconduct or absents himself/herself from work or where work commences late due to weather conditions, except where otherwise provided for in Clause 11 - Wet Weather of this Award, the daily hire employee shall be paid proportionately for the time worked.
 - (c) A daily hire employee's employment may be terminated at a moment's notice, provided that where the employee has reported for work and is subsequently terminated by the employer, he or she shall be entitled to the remainder of that day's pay.
- (iv) A casual employee shall mean an employee engaged in any classification appearing in Table 1 - Classifications and Rates of Pay, of Part B - Monetary Rates and who is paid in accordance with the provisions of this subclause. A casual employee shall be entitled to all of the applicable rates of pay and conditions of employment prescribed by this Award except annual holidays, annual holidays loading, sick leave, personal/carers leave, bereavement leave, jury service, holidays not worked, and redundancy.
- (a) A casual employee may be engaged by a particular employer on a regular and systematic basis not exceeding 13 weeks. If the employment is to continue on a regular and systematic basis beyond 13 weeks, the employee must then have his or her contract of employment converted so that the employee is engaged as a weekly hire or daily hire employee pursuant to Clause 6(ii) or (iii) as appropriate. Provided that the provisions of this paragraph shall not apply to:
 - (i) a casual employee who has been engaged by a particular employer to perform work on an occasional basis and whose work pattern is not regular and systematic;
 - (ii) a casual employee who elects in writing and not under duress to remain as a casual employee;
 - (iii) an employer who, due to the operational requirements of his/her business or undertaking, is reasonably unable to convert the employee's contract of employment to weekly hire or daily hire employment. Any dispute about an inability to convert an ongoing contract of employment shall be dealt with as far as practicable with expedition through the dispute settlement procedure in Clause 40 of this Award.
 - (b) On each occasion a casual employee is required to attend work the employee shall be entitled to payment for a minimum of four hours work, plus the relevant fares and travel allowance (where applicable) prescribed by Clause 26.
 - (c) A casual employee for working ordinary time shall be paid 120 percent of the hourly rate prescribed by Clause 3 for the employee's classification. This will be the casual employee's all purpose rate.
 - (d) A casual employee required to work shift work, overtime or weekend work shall be entitled to the relevant rates prescribed by Clause 7 or 16 of this Award, provided that:
 - (i) where the relevant penalty rate is time and one quarter or relevant rate is ordinary time plus 25%, the employee shall be paid 145 percent of the hourly rate prescribed by Clause 3 for the employee's classification;
 - (ii) where the relevant rate is ordinary time plus 30%, the employee shall be paid 150% of the hourly rate prescribed by Clause 3 for the employee's classification;

- (iii) where the relevant penalty rate is time and one third, the employee shall be paid 153 percent of the hourly rate prescribed by Clause 3 for the employee's classification;
- (iv) where the relevant penalty rate is time and a half or relevant rate is ordinary time plus 50%, the employee shall be paid 170 percent of the hourly rate prescribed by Clause 3 for the employee's classification;
- (v) where the relevant penalty rate is double time, the employee shall be paid 220 percent of the hourly rate prescribed by Clause 3 for the employee's classification; and
- (vi) A casual employee required to work on a Holiday or Picnic Day prescribed by Clause 22 shall be paid 270 percent of the hourly rate prescribed by Clause 3 for the employee's classification

7. Hours of Labour

(i)

- (a) Except as provided elsewhere in this Award the ordinary working hours shall be thirty-eight per week and shall be worked in accord with the following provisions for a four-week work cycle:

- (1) The ordinary working hours shall be worked as a twenty-day four-week cycle Monday to Friday inclusive with nineteen working days of eight hours each between the hours of 6.00 a.m. and 6.00 p.m., with 0.4 of one hour on each day worked accruing as an entitlement to take the fourth Monday in each cycle as a day off paid for as though worked. However, casual employees will be paid for all time worked and will not be entitled to a paid day off.

Provided that where the majority of employees on any particular section of work agree, and the employer or employer's representative agrees in writing, an alternative individual day in a particular four-week cycle may be substituted for the fourth Monday as the day off paid as though worked, and where such agreement is reached all provisions of this Award shall apply as if such day was the prescribed fourth Monday. Such mutual agreement on each occasion shall relate only to one alternative individual rostered day off in a particular four week cycle and must be in writing and signed by the employer or employer's representative and the majority of employees or, on behalf of the employees, by an employee representative appointed pursuant to Clause 29 - Employee Representative.

Provided further that where such agreement is reached an alternative individual rostered day in a particular four-week cycle shall apply subject to the following procedure being observed:

- (i) Within twenty-four hours of the employer obtaining agreement with his/her employees, he/she shall notify by letter, the Union as to the existence of the agreement in writing between the employer and the majority of employees, or employee representative, for an alternative individual day in a particular four-week cycle.
- (ii) The employer shall also inform a registered Industrial Union of Employers, which is a party to this Award
- (iii) A period of five working days shall be allowed to pass from the day on which the employer informs the Union, before the agreement is implemented.
- (iv) Such an agreement shall be put into effect after the passage of the five day period of notice unless a party notified in accordance with the above provisions, notifies the matter to the Industrial Relations Commission of New South in which event the agreement shall not be implemented until a final decision is made by the Industrial

Commission of New South Wales, pursuant to the New South Wales *Industrial Relations Act 1996*.

- (2) Where such fourth Monday or agreed rostered day off prescribed by sub-paragraph (1) falls on a public holiday as prescribed in Clause 22 - Holidays, the next working day shall be taken in lieu of the rostered day off unless an alternative day in that four-week cycle (or the next four week cycle) is agreed in writing between the employer and the employee.
- (3) Each day of paid leave taken and any public holidays occurring during any cycle of four weeks shall be regarded as a day worked for accrual purposes.
- (4) An employee who has not worked, or is not regarded by reason of sub-paragraph (3) as having worked, a complete four-week cycle shall receive pro-rata accrued entitlements for each day worked (or each fraction of a day worked) or regarded as having been worked in such cycle, payable for the rostered day off or, in the case of termination of employment, on termination.
- (5) The accrued rostered day off prescribed in subparagraphs (1) and (2) shall be taken as a paid day off provided that the day may be worked where that is required by the employer and such work is necessary to allow other employees to be employed productively or to carry out maintenance outside ordinary working hours or because of unforeseen delays to a particular project of a section of it or for other reasons arising from unforeseen or emergency circumstances on a project in which case, subject to the provisions of paragraph (6) in addition to accrued entitlements the employee shall be paid, at the rates prescribed for Saturday work in Clause 16 - Overtime.
- (6) Wherever practicable the provision of this subclause shall operate in lieu of sub-paragraph (5).

The accrued rostered day off prescribed in subparagraphs (1) and (2) shall be taken as a paid day off provided that the day may be worked where that is required by the employer and such work is necessary to allow other employees to be employed productively or to carry out maintenance outside ordinary working hours or because of unforeseen delays to a particular project or a section of it or for other reasons arising from unforeseen or emergency circumstances on a project, in which case, the employee shall take one paid day off before the end of the succeeding work cycle, and the employee shall be paid at the rates prescribed for Saturday work in Clause 16 - Overtime.

- (7) Notwithstanding subparagraphs (5) or (6) above, a casual employee may be called upon to work on the rostered day off prescribed in subparagraphs (1) and (2) in any circumstances, provided that the casual employee shall be paid at the rate prescribed for Saturday work in Clause 16 - Overtime.
- (b) Notwithstanding the above a majority of employees concerned and their employers may mutually agree to the accumulation of up to 4 Rostered Days Off which may be taken no later than the expiration of the fifth accrual period.
- (c) Notwithstanding the above the following arrangements shall be made for the rostering of R.D.O.'s:

No later than the 1st of October each year and prior to publishing the next year's R.D.O.'s, the Employer Associations and the A.W.U. will meet to programme the calendar, ensuring R.D.O.'s fall together with public holidays prescribed in Clause 22 and so far as necessary follow the calendar of days offset in the Building Industry.

(ii) Shift Work

Where it is necessary that work be performed in shifts the following conditions shall apply. To avoid doubt, this subclause does not apply where employees are engaged on day work as set out in subclause (i) of this clause.

(a) For the purposes of this clause:

- (i) "Day shift" means any shift starting on or after 6:00am and before 10:00am.
- (ii) "Afternoon shift" means any shift starting at or after 10:00am and before 8:00pm.
- (iii) "Night shift" means any shift starting at or after 8:00pm and before 3:00am.
- (iv) "Morning shift" means any shift starting at or after 3:00am and before 6:00am.
- (v) "Rostered shift" means a shift of which the employee concerned has had at least 48 hours notice or such lesser amount as agreed.

(b) Roster: shifts shall be worked according to a roster which shall:

- (i) provide for not more than eight shifts to be worked in any nine consecutive days;
- (ii) specify the commencing and finishing times of each shift.

(c) Ordinary hours

- (i) The ordinary hours of work for shift workers shall not exceed an average of 38 per week Monday to Friday inclusive, over a cycle of two, three or four weeks.
- (ii) A shift shall consist of not more than eight consecutive hours inclusive of a crib time which shall be counted as time worked.

(d) Shift Arrangements and Conditions

- (i) Shift Loadings - Two or Three Shift System - A two shift system is where two shifts being a day shift and afternoon shift are worked. In a three shift system where a day shift, afternoon shift and night shift are worked, the third (night) shift shall be of seven hours seventeen minutes duration and paid for at the rate of ordinary time plus 25%.

Employees shall be paid at the rate of ordinary time plus 25% when working on the second (afternoon) shift on either a two or three-shift system.

(ii) Shift Loadings - Other than Two or Three Shift System:

- (a) Where employees are required to work on any night shift not worked on a two or three-shift system such night shift shall be paid for at the rate of ordinary time plus 50%.
- (b) Where employees are required to work on any shift other than on a two or three-shift system that does not fall within subparagraph (d)(ii)(a) above, such shift shall be paid for at the rate of ordinary time plus 30%.
- (iii) Where the arrangement for working shifts provides for shifts on less than five continuous working days then overtime rates shall be applicable; provided also that in cases where less than a full week is worked due to the action of the employee then in such cases the rate payable for the actual time worked shall be ordinary shift rates.

- (iv) When working shifts exceed four hours, crib time amounting to thirty minutes shall be allowed and shall be paid for on each shift.
 - (v) An employee shall be given at least 48 hours notice of a requirement to work shift work. An employee who has not been given 48 hours notice and agrees to work shift work shall be paid at overtime rates until the end of the 48 hour notice period.
 - (vi) Notice of any alteration to shift hours shall be given to the employee not later than the ceasing time of the previous shift.
 - (vii) Work in excess of shift hours, Monday to Friday, other than holidays shall be paid for at double time provided that these rates shall be based in each case on ordinary rates.
 - (viii) Shift work hours shall be worked between Monday to Friday inclusive. Time worked on a Saturday, Sunday or a Public Holiday shall be paid for at overtime rates; provided that an ordinary night shift commencing before, and extending beyond midnight Friday, shall be regarded as a Friday shift.
 - (ix) No employee who is employed during ordinary working hours shall be employed on afternoon or night shifts except at the shift rates or overtime rates in subparagraphs (d)(i), (ii), or (iii) as appropriate.
 - (x) Employees, other than casual employees engaged for work under the terms of the subclause, shall accrue 0.4 of one hour for each shift worked to allow one shift to be taken off as a paid shift for every twenty shift cycle. The twentieth shift shall be paid for at the shift rate(s) prescribed in subparagraphs (i), (ii) and (iii) of this paragraph, provided that, no employee shall be disadvantaged in the introduction of this paragraph, as to the receipt of appropriate shift rates in a cycle.
 - (xi) Each shift of paid leave taken and any public holidays occurring during any cycle of four weeks shall be regarded as a shift worked for accrual purpose.
 - (xii) An employee who has not worked, or is not regarded by reason of subparagraph (xi) as having worked a complete four-week cycle, shall receive pro-rata accrued entitlements for each shift worked (or fraction of a shift worked) or regarded as having worked in such cycle, payable for the rostered day off or, in the case of termination of employment, on termination.
 - (xiii) The employer and employees shall agree in writing upon arrangements for rostered paid days off during the twenty shift cycle or accumulation of accrued days, provided that such accumulation shall be limited to no more than five such accrued days before they are taken as paid days off and when taken the days shall be regarded as days worked for accrual purposes in the particular twenty shift cycle.
 - (xiv) Once such shifts have been rostered they shall be taken as paid shifts off provided that where an employer, for emergency reasons requires an employee to work on his/her rostered shift off, the provisions of subparagraphs (5) and/or (6) and/or (7) of subclause (i)(a) shall apply as if relating to shift work.
- (iii) Employees other than Shift Workers shall be entitled to a meal break each day of not less than thirty minutes in duration and not more than one hour in duration; provided that the said meal break shall be taken between 11.30 a.m. and 1.30 p.m. Such meal break shall not count as time worked.
 - (iv) Mastic and/or Asphalt Labourers; Labourers employed in heating or preparing compressed or mastic asphalt shall work, when required, not more than eight hours between 6.00 a.m. and 4.00 p.m. Monday to Friday inclusive.

(v) Cylinder Employees

- (a) The time allowed between shifts shall be eight hours at least.
- (b) The ordinary hours of work of air lock workers shall be between 5.45 a.m. and 5.00 p.m. each day, Monday to Friday, inclusive. Work performed between 5.00 p.m. and 12 midnight shall be paid for at the rate of time and one-quarter, and time worked between midnight and 5.45 a.m. shall be paid for at the rate of time and one-third. Overtime rates shall be paid for all work performed on a Saturday.

(vi) Diver and Diver's Attendant

The ordinary hours of a diver and/or diver's attendant shall be thirty hours per week, worked between the hours of 7.00 a.m. and 5.00 p.m., where single shifts are worked. The diver's attendant shall be required to undertake all necessary incidental work both prior to and after diving as part of the days work without extra payment where same exceed six hours. The starting and stopping times may be varied to suit tidal conditions where necessary, without extra payment; provided that there is not breaks of a total of more than one hour.

(vii) The camp attendant or amenities attendant may be required to commence work at 5.00 a.m. without overtime payment.

(viii) Miners, machine persons and pneumatic pick persons and any other employee whose work entails them getting wet shall be allowed five minutes immediately before ordinary ceasing time for the purpose of washing and for changing their clothes.

(ix) Facilitative Provisions - Hours of Labour

- (a) Notwithstanding anything else in this award, an employer and an individual employee, or a group of employees may agree to any method of rostering ordinary hours of work.
- (b) Nothing in this clause shall extend the average ordinary weekly hours beyond 38 per week, to be worked Monday to Friday between the hours of 6am and 6pm.
- (c) Where an employer and a group of employees agree on any method of rostering hours of work, and that group of employees constitutes a majority of employees, the employer may use that method of rostering hours of work for all employees.

8. Test of Workings

- (i) The employer shall, when required by the Australian Workers' Union, N.S.W. Branch, have all tunnels and other workings in sandstone and indurated shale tested for atmospheric conditions. One copy of the tests taken shall be posted in the shelter shed used by the men working the particular section where the tests are taken.
- (ii) A copy of all tests shall be forwarded to the said union and the appropriate division of WorkCover and the tests shall be carried out under his/her direction and control.
- (iii) If the tested conditions of the tunnel or other place of work show more than two hundred particles per cubic centimetre of sandstone dust then mechanical means shall be operated to clear the atmosphere of dust to less than two hundred particles per cubic centimetre or work in the said tunnel or other place of work shall cease and all employees engaged therein shall be paid their wages in full for the time they are kept waiting.
- (iv) If any rock containing silica, as opposed to free silica, to the amount of 25 per centum or over is being worked and the tested conditions in any tunnel or other place of work show the presence of more than four hundred particles per cubic centimetre of dust then mechanical means shall be operated to clear the atmosphere of dust to less than four hundred particles per cubic centimetre in the said tunnel or other

place of work or work shall cease and all employees engaged shall be paid their wages in full for the time they are kept waiting.

- (v) This clause should be read in conjunction with the Occupational Health and Safety Act 2000.

9. Machine Work

- (i) Where rock drilling and rock guttering and/or channelling machines are used it shall be compulsory for the employer to provide and the employees to use water on all such work; provided that the nature of the material does not render this impracticable. On other than underground work two employees shall be employed when the weight of the machine exceeds 27.2 kg unless suitable support is provided.
- (ii) An employee shall not be allowed to use a pneumatic pick over 18.1 kg in weight over waist high in sandstone or indurated shale without suitable support.
- (iii) This clause should be read in conjunction with the *Occupational Health and Safety Act 2000*.

10. Ventilation of Workings

Effective ventilation appliances shall be provided in all under-ground workings and in all shafts more than 4.6 metres deep. This clause should be read in conjunction with the *Occupational Health and Safety Act 2000*.

11. Wet Weather

Inclement Weather

- (i) Conference Requirement and Procedure

The employer, or his/her representative, shall when requested by the employees or a representative of the employees, confer (within a reasonable period of time which should not exceed thirty (30) minutes) for the purposes of determining whether or not conditions are inclement. Weather shall not be regarded as inclement unless it is agreed at such conference.

Provided that if the employer or his/her representative refuses to confer within such reasonable period, employees shall be entitled to cease work for the rest of the day and be paid inclement weather.

- (ii) Restrictions On Payments

An employee shall not be entitled for inclement weather as provided for in this clause unless he/she remains on the job until the provisions set out in this clause have been observed.

- (iii) Entitlement To Payment

An employee shall be entitled to payment by his/her employer for ordinary time lost through inclement weather for up to thirty-two (32) hours in every period of four (4) weeks. For the purpose of this subclause the following conditions shall apply:

- (a) The first period shall be deemed to commence on the 20th July 1998 and subsequent periods shall commence at four (4) weekly periods thereafter.
- (b) An employee shall be credited with 32 hours at the commencement of each four (4) weekly period.
- (c) The number of hours at the credit of any employee at any time shall not exceed 32 hours.
- (d) If an employee commences employment during a four (4) weekly period he/she shall be credited 32 hours where he/she commences on any working day within the first week; 24 hours where he/she commences on any working day within the second week; 16 hours where he/she

commences on any working day within the third week; 8 hours where he/she commences on any working day within the fourth week.

- (e) No employee shall be entitled to receive more than 32 hours inclement weather payment in any period of four (4) weeks.
- (f) The number of hours credited to any employee under this clause shall be reduced by the number of hours for which payment is made in respect of lost time through inclement weather.
- (g) Payment under this clause shall be weekly.

(iv) Transfers

Employees may be transferred from one location on a site where it is unreasonable to work due to inclement weather, to work at another location on the same site, or another site, which is not affected by inclement weather subject to the following:

- (a) No employee shall be transferred to an area not affected by inclement weather unless there is work available as is within the limits of the employee's skills, competency and training, consistent with the classification structure to this award.
- (b) Employees may be transferred from one location on a site to work in areas which are not affected by conditions of inclement weather even though there may not be work for all employees in such areas.
- (c) Employees may be transferred from one site to another site and the employer provides, where necessary, transport.

(v) Completion of Concrete Pours and Emergency Work

- (a) Except as provided in this subclause an employee shall not work or be required to work in the rain.
- (b) Employees shall not be required to start a concrete pour in inclement weather.
- (c) Where a concrete pour has been commenced prior to the commencement of a period of inclement weather employees may be required to complete such concrete pour to a practical stage and for such work shall be paid at the rate of double time calculated to the next hour, and in the case of wet weather shall be provided with adequate wet weather gear.

If an employee's clothes become wet as a result of working in the rain during a concrete pour he/she shall, unless he/she has a change of dry working clothes available, be allowed to go home without loss of pay.

- (d) The provision of paragraph (c) herein shall also in the case of emergency work where the employees concerned and their delegate agree that the work is of an emergency nature and can start and/or proceed.

(vi) Cessation and Resumption of Work

- (a) At the time employees cease work due to inclement weather the employer or his/her representatives on site and the employees' representative shall agree and note the time of cessation of work.
- (b) After the period of inclement weather has clearly ended the employees shall resume work and the time shall be similarly agreed and noted.

(c) Safety

Where an employee is prevented from working at his/her particular function as a result of unsafe conditions caused by inclement weather, he/she may be transferred to other work in his/her trade on site, until the unsafe conditions are rectified. Where such alternative work is not available and until the unsafe conditions are rectified, the employee shall remain on site. He/she shall be paid for such time without reduction of his/her inclement weather entitlement.

(vii) Additional Wet Weather Procedure

(a) Remaining on Site - Where, because of wet weather, the employees are prevented from working:

- (i) for more than an accumulated total of four (4) hours of ordinary time in any one day; or
- (ii) after the meal break, as provided in Clause 7, for more than an accumulated total of 50% of the normal afternoon work time; or
- (iii) during the final two (2) hours of the normal work day for more than an accumulated total of one hour, the employer shall not be entitled to require the employees to remain on site beyond the expiration of any of the above circumstances.

Provided that where, by agreement between the employer and/or their representative and the employees' representative the men remain on site beyond the periods specified above, any such additional wet time shall be paid for but shall not be debited against the employees' hours. Provided further that wet time occurring during overtime shall not be taken into account for the purpose of this subclause.

(b) Rain at Starting Time

Where the employees are in the sheds, because they have been rained off, or at starting time, morning tea, or lunch time, and it is raining, they shall not be required to go to work in a dry area or to be transferred to another site unless:

- (i) the rain stops; or
- (ii) a covered walkway had been provided; or
- (iii) the sheds are under cover and the employees can get to the dry area without going through the rain; or
- (iv) adequate protection is provided. Protection shall, where necessary, be provided for the employees tools.

Provided that, for the purposes of the clause, a "dry area" shall mean a work location that has not become saturated by rain or where water would not drip on the employees.

12. Rail and Sleeper Lifting and Dolly

- (i) Not less than eight, ten or twelve men shall be employed in actually lifting 27.2, 36.3, 40.8 or 45.4 kg rails of standard length, respectively. On railway construction not less than four men shall handle sleepers.
- (ii) On any dolly exceeding 6.35 kg in weight two men shall be employed and if the weight of 12.7 kg is exceeded three men shall be employed.
- (iii) This clause should be read in conjunction with the Occupational Health and Safety Act 2000.

13. Tools

All tools required by labourers shall be provided, free of charge, by the employer. Where necessary the employer shall provide masks and goggles to sandblast and cement gun operators.

14. Mixed Functions

An employee engaged for more than two hours during one day on duties carrying a higher rate than their ordinary classification shall be paid the higher rate for such day; if so engaged for two hours or less during one day he/she shall be paid the higher rate for the time so worked.

15. Protective Clothing

(i) Bitumen Workers

- (a) All employees engaged in connection with tar and/or bitumen shall be supplied with gloves. Basil aprons shall be supplied by the employer, free of charge, to employees at kettle and/or handling drums. The spray operator shall be provided, when requested, with a suitable respirator.
- (b) The employer shall provide, on the job, oil or other suitable solvents, free of charge, to employees for the removal, from his/her person, of tar, bitumen emulsions or similar preparations.

(ii) Contractors Snowy Mountains Area

- (a) Employees of contractors in the Snowy Mountains Area shall be supplied with all necessary protective clothing.
- (b) Such protective clothing shall remain the property of the employer and shall be produced, when required, by the employee for inspection by the employer.
- (c) Loss due to any cause arising out of the neglect or misuse by the employee shall be a charge against the wages of the employee. A deduction at a reasonable rate may be made by the employer from the wages of the employee; provided that no such deduction shall be made for reasonable wear or tear.

(iii) Maintenance Patrolpersons and Traffic Controllers

- (a) All maintenance patrolpersons and traffic controllers shall be supplied with oilskins and gumboots, free of charge, by the employer. Such clothing shall be issued in good condition and shall be retained by the employee during the period of his/her employment. It shall be renewed by the employer when required.

16. Overtime

- (i) Subject to subclause (ii) of Clause 7 - Hours of Labour, of this award, overtime shall be payable for all time worked outside the ordinary hours prescribed in the said Clause 7 or in excess of eight hours in any one day at the rate of time and one-half for the first two hours and double time thereafter, provided that all work performed after 12 noon on Saturday shall be paid for at double time, provided further that employees who are required to work regular overtime (in accordance with subclause (ii) of the said Clause 7) which normally commences after 12 noon on a Saturday shall be paid at the rate of time and one-half for the first two hours and double time thereafter. The calculation of such overtime shall be on the basis of each complete unbroken period of overtime.
- (ii) Double time shall be paid for all time worked on a Sunday and double time and a half shall be paid for all time worked on a holiday.

Employees called upon to work during the recognized meal hour shall be paid at ordinary overtime rates for all time worked until they receive a meal break of the usual period, provided that where, for special

reasons, it is necessary to alter the time of the recognised meal hour, employees engaged in the construction of concrete and/or hot mix roads and culverts and/or bridges in connection therewith, may be called upon to work for not more than thirty minutes during such recognised meal hours without additional rates of pay, provided further that they receive equivalent meal time.

(iii)

(a) Subject to paragraph (b) of this subclause employees who work so much overtime

- (1) between the termination of their ordinary work day or shift, and the commencement of their ordinary work in the next day or shift that he/she has not had at least ten consecutive hours off duty between these times; or
- (2) on Saturdays, Sundays and holidays, not being ordinary working days or on a rostered day off without having had ten consecutive hours off duty in the twenty-four hours preceding their ordinary commencing time on their next ordinary day or shift;

shall, subject to this subclause, be released after completion of such overtime until they have had ten hours off duty without loss of pay for ordinary working time occurring during such absence: provided that if, on the instructions of their employer, such an employee resumes or continues to work without having had such ten consecutive hours off duty they shall be paid at double rates until he/she is released from duty for such period and they shall then be entitled to be absent until they have had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

(b) The provisions of paragraph (a) of this subclause shall apply in the case of shift workers as if eight hours were substituted for ten hours when overtime is worked:

- (1) for the purpose of changing shift rosters; or
- (2) where a shift worker does not report for duty and a day worker or shift worker is required to replace such shift worker; or
- (3) where a shift is worked by arrangement between employees themselves.

(iv) No overtime beyond half an hour for completing holes for firing and before firing shall be worked excavating sandstone or underground except in cases of emergency.

(v) Employees shall not be required to report at the place of work earlier than the ordinary starting time or return later than the ordinary ceasing time without the payment of overtime.

(vi) An employee required to work on a Sunday or a public holiday shall be afforded at least 4 hours work or shall be paid 4 hours at the appropriate rate.

(vii) Employees Recalled to Work

When employees are recalled to work after leaving their job they shall be paid a minimum of 4 hours at overtime rates.

(viii) Cribs

(a) An employee who is required to work overtime for 2 hours or more after the normal ceasing time shall be allowed, at the expiration of the said 2 hours, 30 minutes for a meal or crib and thereafter a similar time allowance after every additional 4 hours of overtime worked. Time for meals or crib through overtime periods shall be allowed without loss of pay, provided that overtime work continues after such break.

Provided that where an employee is eligible for a meal(s) or crib break(s) (as defined above) and having regard to statutory requirements an employer and employee may agree for the meal or crib break to be taken at any time. Where such a crib break is not taken, the employee shall be entitled to be paid for the meal or crib break(s) at the appropriate overtime rate.

- (b) Where overtime is worked on a Saturday and work continues after 12 noon, a break for a meal of 30 minutes shall be allowed between 12 noon and 1 p.m. Such meal break shall be taken without loss of pay.
 - (c) Where employees other than a shift workers are required to work after 12 noon on a Sunday or holiday, they shall be allowed a meal break of 30 minutes between 12 and 1 p.m. without loss of pay.
- (ix) Reasonable Overtime
- (a) Subject to (b) below, an employer may require an employee to work reasonable overtime at overtime rates, or as otherwise provided for in this Award.
 - (b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
 - (c) For the purposes of (b) what is unreasonable or otherwise will be determined having regard to:
 - (i) Any risk to employee health and safety;
 - (ii) The employee's personal circumstances including any family and carer responsibilities;
 - (iii) The needs of the workplace or enterprise;
 - (iv) The notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - (v) Any other relevant matter.

17. Meal Allowance

An employee required to work overtime for more than one and one-half hours after the ordinary ceasing time shall be provided with a meal or shall be paid the amount set out in Item 25, of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates for such a meal and after the completion of each four hours on continuous overtime, shall be paid the amount set out in the said Item 25 for each subsequent meal in addition to the overtime payment.

18. Sick Leave

- (i) The provisions of subclause (ii) of this clause shall only apply to a weekly hire employee as defined in clause 6(ii) in accordance with Clause 3(vii)(b) of this award. The commencement date upon which an employer ceases to pay the sick leave allowance shall be the anniversary date for the purposes of this clause.
- (ii) An employee who, after not less than two months' continuous service (as defined) after the anniversary date, is unable to attend for duty during his/her ordinary working hours by reason of personal illness or personal incapacity (including incapacity resulting from injury within the workers' compensation legislation) not due to his/her own wilful misconduct shall be entitled to be paid his/her ordinary time rate of pay for the time of such non-attendance subject to the following:
 - (a) Payment in connection with sick leave is to be made on the next regular pay day after the employee reports sick and such payment shall continue on regular pay days until the employee exhausts his/her sick leave or resumes duty.

- (b) He/she shall not be entitled to paid sick leave of absence for any period in respect of which he/she is entitled to workers' compensation. Where a claim for workers' compensation is made by an employee, payment of sick leave under this clause shall not be payable in respect of the period covered by the said claim until such claim has been disposed of.
 - (c) He/she shall within twenty-four hours of the commencement of such absence inform his/her employer of his/her representative of his/her inability to attend for duty and as far as possible, state the nature of his/her illness or incapacity and the estimated duration of the absence.
 - (d) He/she shall prove to the satisfaction of his/her employer (or in the event of a dispute, the Industrial Relations Commission of New South Wales) that he/she is or unable on account of such illness or incapacity to attend for duty on the day or days for which payment under this clause is claimed.
 - (e) Subject to the provisions of paragraph (f) of this subclause, he/she shall not be entitled in any one year of continuous service to sick pay for more than ten ordinary working days. Any period of paid sick leave allowed by the employer to an employee in any such year shall be deducted from the period of sick leave which may be allowed or may be carried forward under this award in or in respect of such year.
 - (f) The rights under this clause shall accumulate from year to year so long as the employment continues with the employer, whether under this or any other award, so that any part of ten days which has not been allowed in any one 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 continuous service. Any rights which accumulate pursuant to this subclause shall be available to the employee for a period of six years, but for no longer, from the end of the year in which they accrued.
 - (g) For the purposes of this clause "continuous service" shall be as defined in Clause 33 of this award, provided that any absence shall not be taken into account in computing the qualifying period of two months.
 - (h) An employee who is unable to attend for duty during his/her ordinary working hours by reason of personal illness or personal incapacity during the two month qualifying period set out in subclause (ii) above, shall become entitled to payment for such absences, in accordance with this clause, if the employee completes such two months of continuous service and has otherwise met the requirements of this clause.
- (iii) Employers, in respect of all employees other than those dealt with in accordance with subclauses (i) and (ii) above, shall be exempted from payment of sick leave, except as provided in paragraph (a) of subclause (vii) of Clause 3 - Wages.

19. Personal/Carer's Leave

The provisions of this clause shall not apply to casual employees.

(1) Use of Leave

- (a) An employee, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c), who needs the employee's care and support, shall subject to subclause (3) be entitled to use, in accordance with this subclause, any leave entitlement, provided for in this clause, or by Clause 18 where applicable, for absences to provide care and support, for such persons when they are ill.
- (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 leave in accordance with this subclause is subject to:
 - (i) the employee being responsible for the care of the person concerned; and
 - (ii) the person concerned being:
 - (A) a spouse of the employee; or
 - (B) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (C) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - (D) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (E) a relative of the employee who is a member of the same household, where for the purposes of this subparagraph:
 - (1) "relative" means a person related by blood, marriage or affinity;
 - (2) "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other: and
 - (3) "household" means a family group living in the same domestic dwelling.
 - (d) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.
- (2) Unpaid Leave for Family Purpose
- (a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subparagraph (ii) of paragraph (c) of subclause (1) who is ill.
- (3) Annual Leave
- (a) An employee may elect with the consent of the employer, subject to the *Annual Holidays Act* 1944, to take annual leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.
 - (b) Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this award.
 - (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.
- (4) Time Off in Lieu of Payment for Overtime
- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.

- (b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
 - (c) If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.
 - (d) Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the award.
- (5) Make-Up Time
- (a) An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off 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 a later time), at the shift work rate which would, have been applicable to the hours taken off.
- (6) Rostered Days Off
- (a) An employee may elect, with the consent of the employer, to take a rostered day off at any time.
 - (b) An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.
 - (c) An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.
 - (d) This subclause is subject to the employer informing each union which is both party to the award and which has members employed at the particular enterprise or its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.

20. Long Service Leave and Annual Holidays

See *Long Service Leave Act*, 1955, the *Building and Construction Industry Long Service Payments Act* 1986 and *Annual Holidays Act* 1944. Casual employees are compensated for annual holidays by way of the casual loading.

21. Annual Holidays Loading

- (i) In this clause the *Annual Holidays Act*, 1944 is referred to as "the Act". Casual employees are compensated for annual holidays loading by way of the casual loading.
- (ii) Before an employee is given and takes his/her 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 employer shall pay his/her employees 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 subclause (vi)).
- (iii) The loading is payable in addition to the pay for the period of holiday given and taken and due to the employee under the Act.
- (iv) The loading is to be calculated in relation to any period of annual holiday to which the employee becomes or has become entitled, or, where such a holiday is given and taken in separate periods, then in

relation to each such separate period. (Note: See subclause (vi) as to holidays taken wholly or partly in advance.)

- (v) The loading is the amount payable for the period or the separate period, as the case may be, stated in subclause (iv) at the rate per week of 17.5 per cent of the appropriate ordinary weekly time rate of pay prescribed by this award for the classification in which the employee was employed immediately before commencing his/her annual holiday.
- (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 an 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 subclause (v) of this clause applying the award rate of wages payable on that day.
- (vii) Where, in accordance with the Act, the employers' 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 a holiday shall be paid the loading calculated in accordance with subclause (v) 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 to the employee under the Act such proportion of the loading that would have been payable to the employee under this clause if the employee had become entitled to an annual holiday prior to the close down as his/her 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 subclause (v) for the period not taken.
 - (b) Except as provided by paragraph (a) of this subclause no loading is payable on the termination of an employee's employment.
- (x) This clause extends to an employer who is given and takes an annual holiday and who would have worked as a shift worker if the employee had not been on holiday; 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 of the holiday exceeds the loading calculated in accordance with this clause, then that amount shall be paid to the employee in lieu of the loading.

22. Holidays

- (i) Payment to the amount which ordinarily would have been paid had the day been a working day, shall be made to employees, other than casual employees, for the following days, viz., New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Christmas Day, Boxing Day, Eight Hour Day or Labour Day, whenever celebrated and any other gazetted Federal and State holidays. Reasonable time off shall be allowed by the employer for voting on election and referendum days; provided that in any district where Eight Hour Day is not celebrated the Sydney Eight Hour Day shall be observed in such district and thereafter the employees shall not be entitled to any further holidays during the year on account of Eight Hour Day.
- (ii) The first Monday in December each year shall be a holiday as the Picnic Day of The Australian Workers' Union, New South Wales Branch.
- (iii) Employees, other than casual employees, not required to work on the said Picnic Day shall be paid for the holiday at the ordinary rates of pay prescribed in Clause 3 - Wages.

- (iv) Employees required to work on a holiday or the Picnic Day shall be paid at the rate of double time and one-half for a minimum of 4 hours.
- (v) Employers may require from their employees the butt of the ticket as evidence of their attendance at the picnic.
- (vi) The provisions for a picnic day shall apply to employees working in the County of Cumberland, County of Northumberland and the County of Camden and in such other areas where a picnic organised by the union is held, and shall not apply to employees of an employer engaged in a mixed enterprise as defined in subclause (xvi) of Clause 33 - Definitions, unless the industry of such mixed enterprise itself is subject to a picnic day by award or industrial agreement in which case the picnic day as prescribed shall apply to employees covered by this award.
- (vii) Where an employer, not being an employer engaged in a mixed enterprise holds a regular picnic day for his/her employees on some other working day during the year, then such day may be given and may be taken as a picnic day in lieu of the picnic day hereinbefore fixed.
- (viii) Where an additional or substitute public holiday is proclaimed by Order in Council or otherwise gazetted by authority of the Australian or a State Government under any acts throughout any state or part thereof. Such a day shall within the defined locality be deemed to be a holiday for the purposes of this award provided that an employee shall not be entitled to the benefit of more than one holiday upon such occasion.
- (ix) Provided that:
 - (a) An employer who terminates the employment of an employee, other than a casual employee, except for reasons of misconduct or incompetency (proof of which shall be upon the employer) shall pay the employee a day's ordinary wages for each holiday prescribed in subclauses (i), (ii) and (viii) of this clause or each holiday in a group as prescribed in subclause (b) below which falls within 10 consecutive calendar days after the day of termination.
 - (b) Where any two or more of the holidays prescribed in this Award occur within a 7 day span, such holidays shall for the purpose of this Award be a group of holidays. If the first day of the group of holidays falls within 10 consecutive calendar days after termination, the whole group shall be deemed to fall within the 10 consecutive calendar days. Christmas Day, Boxing Day and New Years' Day shall be regarded as a group.
 - (c) No employee shall be entitled to receive payment from more than one employer in respect to the same public holiday or group of holidays.

23. Change and Shelter Sheds

A change and/or shelter shed for employees shall be provided on all works, and shall be used exclusively for that purpose. At all underground works a change shed, equipped with hot and cold showers, shall be provided by the employer. Each isolated gang shall be provided with a shelter shed. Change and shelter sheds shall be erected in a location beyond risk of injury to employees from blasting operations.

24. Tea Break and Drinking Water

- (i) A tea break, during the morning period of not more than twenty minutes duration shall be allowed to each individual employee, at a time to be arranged by the employer, without deduction from their wages. Provided that an employer may grant a tea break of not more than ten minutes duration during both the morning and afternoon periods of the working day, under the same conditions as above. Where an afternoon tea break is to be taken the employer may direct that it be taken immediately prior to normal closing time.

The taking of the morning tea break shall not necessarily involve a complete stoppage of work.

- (ii) The employer shall provide the necessary facilities and labour to brew tea for employees.

- (iii) The employer shall provide for employees an adequate supply of cool and wholesome drinking water.

25. Camping Area

- (i) When camping areas are necessary for employees the following shall be applicable:
- (a) All board and accommodation free of charge and without deduction from the employee's wages, and
 - (b) Accommodation in accordance with the following minimum standard:
 - (i) Where such accommodation is of the hut, demountable or transportable type, such accommodation shall:
 - (a) be designed to house workers in individual rooms, each room not less than 9 square metres (97 square feet) in area;
 - (b) be lined and sealed with such material as facilitates the washing of walls and ceiling;
 - (c) have floor coverings of vinyl or like material;
 - (d) have weather proof windows and doors, all fitted with insect screens and curtains;
 - (e) have a door which can be locked;
 - (f) have corridors between units which shall be roofed and shall have a concrete or wooden floor;
 - (g) be connected to electricity and each room shall be independently fused;
 - (h) be twin cycle air-conditioned in each room;
 - (i) have two power points in each room to which electrical appliances can be connected.
 - (ii) In addition, such accommodation shall contain in each room for each employee:
 - (a) a single bed with head and foot boards (complete with rubber foam or innerspring mattress, with a pillow and loose detachable washable covers for mattress and pillow);
 - (b) wardrobe, dressing table unit with mirror, chest of drawers, table and chair;
 - (c) four coat hooks on the wall and a towel rail;
 - (d) a ceiling light;
 - (e) a reading light;
 - (f) a waste basket;
 - (g) a linen ration.
 - (iii) Ablution/laundry facilities with all necessary plumbing, drainage and electrical fittings; hot and cold water supplies; sufficient water closets, showers, basins, laundry troughs, washing machines, tumble dryers, ironing boards and sundry fittings.

- (iv) Recreational facilities including an air conditioned fully enclosed and sealed area suitable for use by up to twenty persons with sufficient chairs, tables, lighting and other appropriate facilities.
 - (v) Kitchen and dining facilities with all the necessary equipment, utensils, cutlery and crockery.
- (c) Messing system
- The employer shall provide a qualified cook for a gang of ten or more. Where the gang is ten or less the employer shall provide reimbursement for food purchased by the gang for its own use or shall reimburse each gang member for meals consumed in the nearest recognised centre.
- In camps over 30 people the employer shall employ a camp attendant, and in all other camps the employer shall provide labour, for the purpose of maintaining the camp in a clean and hygienic condition.
- (d) All camps shall provide the following additional miscellany:
- (i) adequate external lighting;
 - (i) reasonable facilities for the adequate posting and receipt of mail;
 - (ii) radio and/or telephone contact;
 - (iii) adequate fire protection equipment including chemical extinguishers;
 - (iv) adequate means for getting injured or sick employees to the nearest qualified medical centre;
 - (v) a system of covered pathways shall link accommodation with facilities-in-common;
 - (vi) a system of low level lighting shall illuminate facilities-in- common;
 - (vii) children's playground facilities with special care given to shade.
- (e) Where an employer has established a camp site and provides facilities for employees living in their own caravan or provides caravans for employees, and having regard to the peculiarities of caravan living, the additional provisions below shall apply:
- (i) The area allocated to caravan sites shall not exceed 39% of the entire caravan park;
 - (ii) Each van site shall be of no less than twelve metres by 10 metres;
 - (iii) A van area of not less than 3 metres wide of gravel surface;
 - (iv) An annex area of not less than 2.4 metres by 6 metres of concrete surface;
 - (v) An open area of grass;
 - (vi) Each van site shall have an additional sullage collection point suitable for connecting sink wastes by direct piping from the van;
 - (vii) No van site shall be closer than 5 metres to the park perimeter;
 - (viii) A system of covered concrete pathways shall link the van site to the ablutions area;
 - (ix) Access roads shall be sealed;
 - (x) The park perimeter shall be fenced;

(xi) Carwash and maintenance areas surfaced and with water provided.

(ii) Camping Allowance

- (1) An employee, who works as required during the ordinary hours of work on the working day before an the working day after a weekend and who notifies the employer or the employer's representative no later than the Tuesday of each week of an intention to return home at the weekend and who returns home for the weekend, shall be paid an allowance of the amount set out in Item 26 of Table 2 - Other rates and Allowances, of Part B, Monetary Rates for each such occasion. An employee who receives an allowance in accordance with this paragraph shall be paid the amount set out in the said Item 26 for each 10km or part thereof in excess of 100km.

The payment of this allowance shall disentitle an employee to payment of the camping allowance prescribed in paragraph (4) below of this clause, for the weekend in question for the day or days on which the employee is absent.

- (2) This subclause shall not apply to an employee where a conveyance is provided by the employer to transport the employee to and from the place of work and the established centre from which the organisation is based.
- (3) An employee shall be deemed to have returned home at the weekend only if this involves the employee in being absent from accommodation for not less than half the hours between ceasing work in the one week and commencing work in the next.
- (4) Employees who are required to camp, either by the direction of the employer or because no reasonable transport facilities are available to enable them to proceed to and from their homes each day, shall be paid a camping allowance of the amount set out in Item 27 of the said Table 2 each day that the employee finds it necessary to remain in camp; provided that the employee shall not be entitled to the allowance prescribed in this subclause for any working day on which the employee is absent from duty except in cases of sickness or for any reason beyond the employee's control.
- (5) All time occupied in travelling in excess of 20 minutes each way between the camp or place of residence at a construction site and the place of work shall be paid for at the prescribed rate. Employees shall not be required to leave camp earlier than is reasonably necessary to get them to work at starting time.

(iii) Camp Meal Charges

Where a charge is made for meals in a camp, such charge shall be fixed by agreement between the parties.

26. Compensation for Travel Patterns, Mobility Requirements of Employees and the Nature of Employment in the Construction Work Covered by this Award

(i)

- (a) An allowance of an amount per day as set out in Item 28 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates shall be paid by employers to compensate for excess fares and travelling time to and from places of work, provided that: the above stated allowance shall not be payable if the employer provides or offers to provide transport free of charge to any employee from and to a point established at a distance of not more than 3.2km from the employee's residence in which case an allowance of an amount per day as set out in Item 29 of the said Table 2 shall be paid. Provided further that the provisions of this subclause shall not apply to any employee when required to report to a fixed establishment or fixed place of reporting such not being a construction site. Where no fixed establishment exists, there shall be an agreement in writing between the employer and the majority of employees and/or the employees representatives, as to what, if anything, will constitute a 'fixed place of reporting' for the purposes of this paragraph. For the purposes of this paragraph 'fixed establishment' means a

factory site or other permanent place of work or permanent place of business, which is not a construction site and 'fixed place of reporting' means a fixed or permanent place of business of the employer from which an employee is transported to a construction site at which the employee works. Where an employer wishes to change the agreed 'fixed place of reporting' they shall do so with the agreement of a majority of the affected employees and/or their representatives, however such agreement shall not be unreasonably withheld.

- (b) In addition to the above, a travelling pattern loading of an amount per week as set out in Item 30 of the said Table 2 shall be paid to employees of private contractors in the civil and mechanical engineering industry for all purposes of the Award. The loading is to compensate such employees for the transport disabilities and requirements associated with the civil and mechanical engineering industry including the fact that the allowances described in (i)(a) above compensate for all excess fares and excess travelling time up to the point where employment is at a place which would require employees to live away from their usual place of residence, i.e., the lack of radial areas as found in other building and construction industry awards.

(ii) General Provisions

- (a) Time taken by the vehicles provided by the employer shall not be more than reasonable, allowing for the speed of the vehicle and the condition of the road. In all cases where vehicles are provided by the employer they shall leave promptly on cessation of work and an employee shall not be required to travel a further distance than is required. Explosives shall not be carried on vehicles which are used for the conveyance of employees.
- (b) Where employees are required to travel to and from work in the employer's vehicle the employer shall provide the vehicle with suitable seating accommodation together with a cover to protect the employees from the weather.
- (c) Where employees are sent during working hours from job to job the employer shall pay all travelling time and fares incurred in addition to the amounts they may be liable to pay under subclause (i) of this clause.
- (d) Where employees are not notified by the employer the day before of a transfer the employer shall be required, if requested by the employee, to return them to the point from which they were transferred by time of cessation of work - provided that this provision shall only apply on the first day of transfer.

- (iii) The provisions of this clause shall not apply to laboratory testing assistants except when employed on a construction site.

- (iv) The provisions of this clause shall not apply to an employee camped or resident at the place of work. Such an employee shall be paid in accordance with the provisions of subclause (ii) of Clause 25 - Camping Area, of this award.

27. Distant Work

- (i) Distant work shall mean employment at a place which requires an employee to live away from his or her usual place of residence. For the purposes of this clause an employee's usual place of residence shall be the address of the employee given to the employer at the time of engagement.
- (ii) An employee sent by the employer on distant work shall have their fares provided by the employer and on remaining until the completion of the job or until the special work which they were sent to perform is completed and no other work is provided by the employer, shall be entitled to fares back to the place of engagement.
- (iii) Any person selected for distant work and sent by an employer or the employer's, including a national service officer, a government employment bureau or a private employment agency, on distant work, shall have the necessary fares provided by the employer.

(iv)

- (a) Where employees are sent from one place to another, as prescribed by this clause, the employer shall provide reasonable board and lodging or shall pay an allowance of the amount as set out in Item 31 of Table 2 - Other rates and Allowances, of Part B, Monetary Rates per week of seven days but such allowance shall not be wages.
- (b) In the case of broken parts of a week the allowance shall be all living expenses actually and reasonably incurred but not exceeding an allowance per week as set out in the said Item 31: Provided that the foregoing allowance shall not be paid by the employer where camping facilities are provided.

(c)

- (1) Employees who work on distant work as required during the ordinary hours of work on the working day before and the working day after a weekend and who notifies the employer or the employer's representative no later than the Tuesday of each week of their intention to return home at the weekend and who returns home for the weekend by private transport, shall be paid an allowance of the amount as set out in Item 32 of the said Table 2 for each such occasion. Any employee who receives an allowance in accordance with this subclause, shall be paid, in addition, an allowance as set out in the said Item 32 for each 10km or part thereof in excess of 100kms.
 - (2) This subclause shall not apply to an employee;
 - (i) who is receiving payment of an allowance in lieu of board and lodgings being provided by the employer;
 - (ii) where a conveyance is provided by the employer to transport the employee to and from the place of work and the established centre from which the organisation is based.
 - (3) Employees shall be deemed to have returned home at the weekend only if this involves them in being absent from their accommodation for not less than half the hours between ceasing work in the one week and commencing work in the next.
- (v) Time occupied in travelling to and from distant work shall be paid for at ordinary rates in addition to wages otherwise earned, provided that no employee shall be paid more than an ordinary day's wages for any time not exceeding 24 hours spent in travelling.
 - (vi) Where employees are sent from one place to another, as prescribed by this clause, they shall be allowed an amount as set out in Item 33 of the said Table 2 for each meal hour whilst travelling or waiting en route and if required to spend the night at some place en route shall be allowed an amount as set out in Item 34 of the said Table 2 for a bed. These provisions also shall apply to the return journey.
 - (vii) If employees are transferred to another job, at their own request, they shall not be entitled to fares or any allowances under this clause.
 - (viii) If an employer and employee engaged on distant work agree in writing and subject to the procedure outlined in sub-paragraph (i) of paragraph (a) of subclause (i) of Clause 7 - Hours of Labour of this Award, the paid rostered day off prescribed in that subclause may be taken and paid for at a time mutually agreed. The agreement shall only provide for a paid day or days off work up to a maximum accrual of five days.

28. First-Aid

- (i) See the appropriate Occupational Health and Safety Regulation.

- (ii) In the event of any serious accident happening to any employee whilst at work or going to or from the camp the employer shall, at their expense, provide transport facilities to the nearest hospital or doctor.
- (iii) An employee appointed by the employer to perform first-aid duty in any gang shall be paid an amount per day as set out in Item 35 of Table 2 - Other Rates and Allowances, of Part B, Monetary rates in addition to their ordinary rate.

29. Employee Representative

An employee representative appointed by the employees shall be allowed the necessary time, during working hours, to consult with the employer on matters affecting the employees whom he/she represents, which may include the substitution of RDO's in accordance with Clause 7(i)(a)(1) of this award.

30. Payment of Wages and Termination of Employment

Unless otherwise agreed between the employer and employees, wages shall be paid by cash or into the employee's bank account, which may be by way of electronic funds transfer (EFT), subject to the following conditions:

- (i) One day of each pay period shall be recognized as the payday for each job. It shall not be later than the same day in each period. In the event that a scheduled day off falls on pay day the employer shall pay wages to the employee or deposit them into a bank account of the employee's choice on the following working day. Subject to the employer being able to make payment the wages may be paid or deposited as aforesaid on the working day preceding the scheduled day off: Provided that where the scheduled day off falls on a pay day which is a Friday the employer shall pay or deposit the wages (as aforesaid) on the working day prior to the day off.
- (ii) When or before payment of wages is made by either cash or bank deposit to an employee he/she shall be issued with a pay slip in accordance with the Industrial Relations Act 1996 and regulations thereto. If wages are paid by cash during the usual mealtime such time occupied shall be added to the actual mealtime. Any employee required to wait for more than fifteen minutes after his/her ordinary ceasing time to receive his/her wages or have his/her wages deposited into his/her bank account shall be paid at overtime rates for all time he/she is kept waiting for such wages, except where wages are paid by EFT.
- (iii) When employees are discharged, except for misconduct, they shall be paid all wages due to them or have such wages deposited into their bank account at the time of their discharge. In the case of discharge for misconduct or of resignation, or where wages are paid by EFT, they shall be paid all wages or have such wages deposited into their bank account within twenty-four hours after discharge or after the timekeeper and/or ganger is notified of resignation by the employee.
- (iv) In the case of any delay, beyond the time herein stated, the employees shall be paid at ordinary rates for all working time they are kept waiting. An employer shall not be required to pay waiting time where the reason for any delay is beyond the employer's control. The pay period shall close not more than three working days before the recognised payday.
- (v) The employer will give favourable consideration to paying employees in cash where they can demonstrate special hardship when paid by account.

31. Redundancy

- (i) This clause is designed to cater for the unique nature and peculiarities of the construction industry in New South Wales and shall only be used in negotiations or proceedings concerning areas of employment within the construction industry in New South Wales, unless it is determined by the Industrial Relations Commission of New South Wales that the provisions of the clause reflect a "Test Case" standard.

(ii)

- (a) This clause shall apply to all employees under this award, other than casual employees and those employees who are not engaged upon on-site civil/mechanical construction work. Any period of service as a casual employee shall not be entitle an employee to accrue service in accordance with this clause for that period.
- (b) Service with a New South Wales Government Department or Quasi-Government body, shall not be counted as service for the purposes of this clause.
- (c) To qualify for the benefits of this clause a weekly hire or daily hire employee must have been employed for a continuous period of one week prior to the redundancy (as defined below), provided that a daily hire employee need not have worked each day of the continuous period of one week.

(iii) Definitions

"Redundancy" means a situation where a weekly hire or daily hire employee engaged upon on-site civil/mechanical construction work ceases to be employed by an employer, other than for reasons of misconduct or refusal of duty. "Redundant" has a corresponding meaning.

(iv) Redundancy Pay

- (a) A redundant employee shall receive redundancy/severance payments, calculated as follows, in respect of all continuous service (as defined by this Award) with his/her or her employer provided that any service prior to 22 March, 1989 shall not be counted as service unless the employee is made redundant by the Employer.

Period of continuous service with an employer	Redundancy/Severance Pay
1 year or more but less than 2 years	2.4 weeks pay plus, for all service in excess of 1 year, 1.75 hours pay per completed week of service up to a maximum of 4.8 weeks pay
2 years or more but less than 3 years	4.8 weeks pay plus, for all service in excess of 2 years, 1.6 hours pay per completed week of service up to a maximum of 7 weeks pay
3 years or more but less than 4 years	7 weeks pay plus, for all service in excess of 3 years, 0.73 hours pay per completed week of service up to a maximum of 8 weeks pay
4 years or more	8 weeks pay

Provided that an employee employed for less than twelve (12) months shall be entitled to a redundancy/severance payment of 1.75 hours per week of service if, and only if, redundancy is occasioned otherwise than by the employee.

- (b) "Week's pay" means the ordinary time rate of pay at the time of termination for the employee concerned.
- (c) If an employee dies with a period of eligible service which would have entitled that employee to redundancy pay, such redundancy pay entitlement shall be paid to the estate of the employee.

(v) Redundancy Schemes

An employer bound by this award may utilise a fund to meet all or some of the liabilities created by this clause. Where an employer utilises such a fund:

- (a) payments made by a fund designed to meet an employer's liabilities under this clause, to employees eligible for redundancy/severance pay shall be set off against the liability of the

employer under this clause, and the employee shall receive the fund payment or the award benefit whichever is the greater but not both; or

- (b) where a fund, which has been established pursuant to an agreement between unions and employers, does not make payments in accordance with this clause, contributions made by an employer on behalf of an employee to the fund, shall, to the extent of those contributions, be set off against the liability of the employer under this clause, and payments to the employee shall be made in accordance with the rules of the fund or any agreement relating thereto and the employee shall be entitled to the fund benefit or the award benefit whichever is greater but not both.

(vi) **Employee Leaving During Notice**

An employee whose employment is to be terminated in accordance with this clause may terminate his or her employment during the period of notice and if this occurs, shall be entitled to the provisions of this clause as if the employee remains with the employer until expiry of such notice. Provided that in such circumstances, the employee shall not be entitled to payment in lieu of notice.

(vii) **Transmission of Business**

- (a) Where a business is, before or after the date of this award, transmitted from an employer (in this subclause called "the transmittor") to another employer (in this subclause called "the transmittee") and an employee who at the time of such transmission was an employee of the transmittor in that business becomes an employee of the transmittee:
 - (i) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
 - (ii) the period of employment which the employee has had with the transmittor or any prior transmittor shall be deemed to be service of the employee with the transmittee.
- (b) In this subclause "business" includes trade, process, business or occupation and includes part of any such business and "transmission" includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and "transmitted" has a corresponding meaning.

32. Automation and Mechanisation

Where, on account of the introduction or proposed introduction by an employer of mechanisation or technological changes in the industry in which he/she is engaged, the employer terminates the employment of an employee who has been employed by him/her for the preceding twelve months he/she shall give the employee three months' notice of the termination of his/her employment; provided that, if he/she fails to give such notice in full, (a) he/she shall pay the employee at the ordinary rate of pay applicable under this award for a period equal to the difference between three months and the period of the notice given, and (b) the period of notice required by this clause to be given shall be deemed to be service with the employer for the purpose of the *Long Service Leave Act, 1955*, the *Building and Construction Industry Long Service Payments Act*, the *Annual Holidays Act, 1944*, or any Act amending or replacing either of those Acts, and provided further that the right of the employer summarily to dismiss an employee for malingering, inefficiency, neglect of duty or misconduct, shall not be prejudiced by the fact that the employee has been given notice pursuant to this clause of the termination of his/her employment.

33. Definitions

- (i) Air Lock Attendant shall mean a labourer engaged to control an air lock. He/she shall have experience in air lock working or shall be trained specially before taking up his/her duties. He/she shall not be required to attend to more than one air lock and shall be stationed near the lock entrance.
- (ii) Bituminous Gang Labourer shall mean a labourer employed in a gang which is engaged on a regular basis in spraying including flush sealing, priming, application or pre-coated or other aggregate, laying and spreading of bituminous material.

- (iii) Camp or Amenities Attendant shall mean a labourer appointed to maintain the camp area, camp service and/or job amenities in a clean condition. He/she shall light and shall attend to fires and shall boil water, where required by this award, for employees living in the camp or working on the job.
- (iv) Casual Employee shall have the meaning prescribed by Clause 6(iv) of this Award.
- (v) Concrete Finisher means an employee, other than a concrete floater, who is engaged in the hand finishing of concrete or cement work.
- (vi) Concrete Floater means an employee engaged in concrete or cement work and when using a wooden or rubber or mechanical trowel or wooden float or engaged in bagging off or broom finishing or patching.
- (vii) Concrete Kerb Finisher and Patcher means an employee engaged in concrete or cement work when using a steel or wooden or rubber or mechanical trowel to finish or patch kerbs laid by kerb extruding machines but does not include screeders or bagging off or broom finishing.
- (viii) Continuous Service - For the purposes of this Award service shall be deemed to be continuous notwithstanding an employee's absence from work for any of the following reasons:
 - a. annual leave, sick leave (paid or unpaid), personal/carer's leave, bereavement leave or parental leave;
 - b. illness or accident up to a maximum of four weeks;
 - c. jury service;
 - d. injury received during the course of employment and up to a maximum of 26 weeks for which the employee received worker's compensation;
 - e. where called up to military service for up to three months in any qualifying period;
 - f. long service leave;
 - g. any reason satisfactory to the employer or in the event of a dispute as determined pursuant to Clause 40 - Settlement of Disputes. Provided that the reason shall not be deemed satisfactory unless the employee has informed the employer within 24 hours of the time when the employee was due to attend for work, or as soon as practicable thereafter, of the reason for the absence and probable duration.
- (ix) Daily Hire Employee shall have the meaning prescribed by Clause 6(iii) of this Award.
- (x) Fencer means an employee erecting fencing with material other than sawn timber such as post and rail or wire fencing.
- (xi) Inclement Weather means wet weather and/or abnormal climatic conditions such as hail, cold, high winds, severe dust storms, extreme high temperatures or any combination thereof.
- (xii) Labourer Placing Precast Blocks and Metal Strips in Reinforced Earth Construction shall mean a labourer in a gang engaged in various works necessary in connection with placing, laying or other process of reinforced earth construction using precast retaining blocks lifted by mechanical means.
- (xiii) Leading Hand shall mean an employee who shall be in charge of any number of employees and who shall, if required, keep a record of the times of employees under his/her control.
- (xiv) Maintenance Labourer shall mean a labourer in a gang engaged in the various classes of work necessary in connection with the maintenance to reconditioning or minor improvements of existing roads excepting a bituminous gang labourer as defined.

- (xv) Maintenance Patrolman shall mean a labourer regularly engaged, and usually working alone in the maintenance of any given length of road whose duties shall necessitate working in all weathers.
- (xvi) Mixed Enterprise means an employer's enterprise carried on for the purpose of production, treatment, distribution or provision of articles, goods, merchandise materials, the production, treatment, distribution or provision whereof is not attributable to or mainly dependent on the work performed by employees covered by this award but in which the work performed by such employees is subsidiary and is auxiliary to the carrying on of the enterprise.
- (xvii) Operator of Hi Rail Vehicle means a person involved in or in connection with the operation of a Hi Rail vehicle for the purpose of the conveyance of persons and materials to a rail worksite and other usages at such rail worksite.
- (xviii) Pipe Liner - Hand shall mean a labourer working inside a pipe, lining joints.
- (xix) Pipelayer and/or Joiner shall mean a labourer actually laying and/or jointing pipes and/or fittings but shall not include a labourer assisting.
- (xx) Powder Monkey's Assistant means a person assisting under the direct supervision of a powder monkey in placing and firing explosive charges excluding the operation of explosive powered tools.
- (xxi) Rail Protection Officer - Level 1 means a person who holds a track awareness certificate and is permitted to work within the boundaries of the rail corridor, assess work site protection, and use a signal block to control train traffic. A Rail Protection Officer- Level 1 may be required to apply the rules NAR (No Authority Required) and CSB (Control Signal Block) of the RailSafe Network Rules and Procedures and usually works under the supervision of a higher level Rail Protection Officer.
- (xxii) Rail Protection Officer - Level 2 means a person who has the responsibility of a flagperson or hand signaller. A Rail Protection Officer- Level 2 may be required to implement rail protection to bring a train to a stop and apply the rules NAR (No Authority Required), CSB (Control Signal Block) and TOA (Track Occupancy Authority) of the RailSafe Network Rules and Procedures.
- (xxiii) Rail Protection Officer - Level 3 means a person who has the same powers and responsibility as a Rail Protection Officer- Level 4 with the limitation that the officer can only coordinate and control a single work site possession. A Rail Protection Officer- Level 3 may be required to apply the rules NAR (No Authority Required), CSB (Control Signal Block), TOA (Track Occupancy Authority), and TWA (Track Work Authority) of the RailSafe Network Rules and Procedures.
- (xxiv) Rail Protection Officer - Level 4 means a person who may be required to plan, document, advertise, coordinate and control a multiple possession of the track or work with another or other Rail Protection Officers- Level 4 to do this. A Rail Protection Officer- Level 4 may be required to apply the rules NAR (No Authority Required), CSB (Control Signal Block), TOA (Track Occupancy Authority), TWA (Track Work Authority), and LPA (Local Possession Authority) of the RailSafe Network Rules and Procedures.
- (xxv) Rigger's Assistant and/or Hemp Rope Splicer means a person assisting under the direct supervision of a rigger in erecting or placing in position the members of any type of structure (other than scaffolding and aluminium alloy structures) and for the manner of ensuring the stability of such members, for dismantling such structure or for setting up cranes or hoists other than those attached to scaffolding and who has had less than twelve months experience at work, and shall include an employee either performing rigging work that is an integral part of, or incidental to, a tradesperson's work or work that is an integral part of, or incidental to, crane operations.

An employee classified or employed as a Rigger's assistant and/or hemp rope splicer (as defined) shall, on the termination of his/her employment or of his/her work in that classification for an employer, be supplied by such employer with a written statement signed by the employer, showing the duration of his/her service with that employer as a Rigger's assistant and/or hemp rope splicer.

Not more than one Rigger's assistant and/or hemp rope splicer (as defined) shall be employed in any rigging gang (including leading hand dogman) when the number of employees in the gang does not exceed five.

(xxvi) Rotary Earth Digger Operator shall mean an operator of a mobile truck mounted or self-propelled machine incorporating cutting bits or augers for boring shafts, piers, and caissons of various diameters and depths.

(xxvii) Sandstone shall mean and shall include :

(a) sandstone indurated shale, conglomerate, quartz, quartzite, cherts and any other rock containing more than 50 per centum of free silica;

(b) granite, porphyry, gneiss, schist, slate and any other rock containing 50 per centum or more of silica, as opposed to free silica, and 20 per centum of free silica when worked in a tunnel cutting with head, shaft, driver, trench, 91 or more centimetres deep, quarry, whilst being worked with at least two faces, or other confined space and the rock is in hard formation requiring the use of percussion tools.

(xxviii) Scaffolder (Certificated) means an employee engaged in the work of erecting or altering or dismantling scaffolding of all types.

(xxix) Shaft Miner shall mean an employee excavating a shaft, earth or rock, having an inclination to the horizontal of 15 degrees or more but does not include an employee excavating pier holes or other foundations provided the pier holes or other foundations do not exceed 15.2 metres in depth from the nearest horizontal plane.

(xxx) Storeperson shall mean an employee who is required to carry out all the duties of a Storeperson associated with the issue and receipt of stores on the Computerised Stock System, including the allocation, checking and verification of catalogue numbers on documents emanating from the Stores such as invoices, delivery dockets, stores issue dockets and day book.

(xxxi) Timberperson shall mean a labourer directly engaged in timbering any trench or other excavation not being a tunnel or shaft when such timbering is for the purpose of the excavation.

(xxxii) Traffic Controller shall mean a labourer engaged in, or in connection with, the safe and orderly direction and control of traffic along any given length of road or around construction work of some kind.

(xxxiii) Traffic Line Marking - Operator or Machine Attendant means an employee who operates or assists in the operation of, and maintains the material supply to and the cleanliness of any or all of the following, viz. a linemarking or roadmarking machine; a machine which prepares roadmarking materials or raised pavement markers for application to the road surface; a machine which removes markings from the road surface; or who places or assists in the placing of markings on the road with the aid of a machine or by any other means; or who drives a motor vehicle in connection with any of the above operations.

(xxxiv) Trench Labourer Excavating shall mean a labourer engaged in excavating trenches or foundations for bridges, culverts or keyways for foundations for dams and shall include a labourer shovelling excavated material from a platform or bench in a trench. When excavating in cylinders and/or coffer dams the depth shall be measured from the top of the cylinder, coffer dam or the ground level, whichever gives the greatest depth

(xxxv) Tunnel Miner - Assisting means an employee engaged underground in the work of assisting a Tunnel miner, car spotter, brakeperson, operators of rotary car dumps, members of a bull gang or an employee carrying out any other general excavation operations.

(xxxvi) Tunnel Miner means an experienced tunneller who is engaged underground in the work of drilling, charging, firing, operating mucking trucks, timbering, placing steel supports, rock bolting, concrete vibrator hand, concrete gun operator or tending concrete chutes and conveyor belts.

- (xxxvii) Weekly Hire Employee shall have the meaning prescribed by Clause 6(ii) of this Award.

34. Award Modernisation

- (a) The parties are committed to modernising the terms of the award so that it provides for more flexible working arrangements, improves the quality of working life, enhances skills and job satisfaction and assists positively in the restructuring process.
- (b) The parties commit themselves to the following principles as part of the Structural Efficiency process and have agreed to participate in a testing process in accordance with the provisions of this clause:
 - (i) Acceptance in principle that the new award skill level definitions will be more suitable for the needs of the industry, sometimes more broadly based, in other matters more truly reflective of the different skill levels of the tasks now performed but which shall incorporate the ability for an employee to perform a wider range of duties where appropriate.
 - (ii) The parties will create a genuine career path for employees which allows advancement based on industry accreditation and access to training.
 - (iii) Co-operation in the transition from the old structure to the new structure in an orderly manner without creating false expectations or disputation.
- (c) Enterprises shall establish a consultative mechanism and procedures appropriate to their size, structure and needs for consultation and negotiation on matters affecting their efficiency and productivity.

35. Structural Efficiency Exercise

- (a)
 - (i) An employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure to this award provided that such duties are not designed to promote de-skilling.
 - (ii) An employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.
 - (iii) Any direction issued by an employer shall be consistent with the employers responsibilities to provide a safe and healthy working environment.
- (b) The parties to this award are committed to co-operating positively to increase the efficiency, productivity and international competitiveness of the civil construction industry and to enhance career opportunities and job security of employees in the industry.
- (c) Measures raised for consideration shall be related to implementation of a new classification structure, any facilitative provisions contained in this award and matters concerning training
- (d) Award restructuring should be given its wider meaning, and award restructure should not be confined to the restructuring of classifications but may extend to the review of other restrictive provisions which currently operate. To that end, such restrictive provisions will be reviewed on an ongoing basis.
- (e) The parties to this award recognise that in order to increase the efficiency, productivity and international competitiveness of industry, a greater commitment to training and skill development is required. Accordingly, the parties commit themselves to:
 - (i) developing a more highly skilled workforce;
 - (ii) providing employees with career opportunities through appropriate training to acquire additional skills, and

- (iii) removing barriers to the utilisation of skills acquired.
- (f) Any disputes arising in relation to the implementation of this clause shall be subject to the provisions of the settlement of disputes clause.

36. Enterprise Arrangements

- (i)
 - (a) As part of the Structural Efficiency exercise and as an ongoing process, improvements in productivity and efficiency, discussions should take place at an enterprise to provide more flexible working arrangements, improvement in the quality of working life enhancement of skills, training and job satisfaction, and positive assistance in the restructuring process and to encourage consultation mechanisms across the workplace to all employees in an enterprise and consideration of a single bargaining unit in all multi-union/union award workplaces. Union delegates at the place of work may be involved in such discussions.
 - (b) The terms of any proposed genuine arrangement reached between an employer and employee(s) in any enterprise shall, after due processing, substitute for the provisions of this award to the extent that they are contrary provided that:
 - (1) A majority of employees affected genuinely agree.
 - (2) such agreement is consistent with the current State Wage Case principles.
 - (c)
 - (1) Before any arrangement requiring variation to the award is signed and processed in accordance with subclause (ii), details of such arrangements shall be forwarded in writing to the union or unions with members in that enterprise affected by the changes and the employer association, if any, of which the employer is a member. A union or an employer association may, within 14 days thereof, notify the employer or the Public Employment Industrial Relations Authority in writing of any objection to the proposed arrangements including the reasons for such objection.
 - (2) When an objection is raised, the parties are to confer in an effort to resolve the issue.
- (ii) Such enterprise arrangements shall be processed as follows :
 - (a) All employees will be provided with the current prescriptions (e.g. award, industrial agreement or enterprise arrangement) that apply at the place of work.
 - (b) The authorised representative of employees at an enterprise may include a delegate, organiser or official of the relevant union if requested to be involved by the majority of employees at the establishment.
 - (c) The arrangement shall be signed by the employer, or the employer's duly authorised representative, and the employees, or their authorised representative with whom agreement was reached.
 - (d) Where an arrangement is objected to in accordance with subparagraph (c) (1) of subclause (i) and the objection is not resolved, an employer, may make application to the Industrial Relations Commission of NSW to vary the award to give effect to the arrangement.
 - (e) The union and/or the employer association shall not unreasonably withhold consent to the arrangements agreed upon by the parties.

- (f) If no party objects to the arrangement, then a consent application shall be made to the Industrial Relations Commission of NSW to have the arrangement approved and the award varied in the manner specified in paragraph (g).

Such applications are to be processed in accordance with the appropriate State Wage Case principles.

- (g) Where an arrangement is approved by the Industrial Relations Commission of NSW and the arrangement is contrary to any provisions of the award, then the name of the enterprise to which the arrangement applies, the date of operation of the arrangement, the award provisions from which the said enterprise is exempt, and the alternative provisions which are to apply in lieu of such award provisions, (or reference to such alternative provisions), shall be set out in a schedule of the award.
- (h) Such arrangement when approved shall be displayed on a notice board at each enterprise affected.
- (i) No existing employee shall suffer a reduction in entitlement to earnings, award or overaward, for working ordinary hours of work as the result of any award changes made as part of the implementation of the arrangement.

37. Damage to Clothing

An employee whose clothing is spoiled by acid or sulphur or any other deleterious substance, due to the circumstances of his/her employment shall be recompensed by his/her employer to the extent of his/her loss.

38. Bereavement Leave

- (i) An employee, other than a casual employee, shall be entitled to up to two days bereavement leave without deduction of pay on each occasion of the death of a person prescribed in paragraph (c) of this subclause.
- (ii) The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will, if required by the employer, provide to the satisfaction of the employer proof of death.
- (iii) Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of personal/carer's leave as set out in subparagraph (ii) of paragraph (c) of subclause (1) of Clause 19 - 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 (2), (3), (4), (5) and (6) of the said Clause 19. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

39. Jury Service

An employee on weekly hiring required to attend for jury service during his/her ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of his/her attendance for such jury service and the amount of wage he/she would have been paid in respect of his/her attendance for such jury service and the amount of wage he/she would have received in respect of the ordinary time he/she would have worked had he/she not been on jury service.

An employee shall notify his/her employer as soon as practicable of the date upon which he/she is required to attend for jury service, and shall provide his/her employer with proof of his/her attendance, the duration of such attendance, and the amount received in respect thereof.

40. Settlement of Disputes

- (a) Subject to the provisions of the NSW *Industrial Relations Act*, 1996, any dispute shall be dealt with in the following manner:
 - (i) Where a dispute arises at a particular job location, which cannot be resolved between the employee or his/her representative and the supervising staff, it shall be referred to the Industrial Officer or other officer nominated by the employer who will then arrange for the matter to be discussed with the Union or Unions concerned;
 - (ii) Failing settlement of the issue at this level the matter should be referred to senior management and if appropriate the assistance of an officer of the relevant employer organisation requested;
 - (iii) If the matter remains unresolved it should be referred to the Industrial Relations Commission of NSW under Section 130, of the *Industrial Relations Act*, 1996.
 - (iv) Whilst these procedures are continuing, no stoppage of work or any other form of limitation of work shall be applied;
 - (v) The right is reserved to the parties to vary this procedure where a safety factor is involved.
- (b) Demarcation Disputes
 - (i) The parties agree that there shall be no stoppage or other interruption to the continuity of work whilst demarcation issues or disputes are being processed in accordance with the following procedure.
 - (ii) The employer shall be advised immediately a demarcation issue arises.
 - (iii) The shop stewards of the unions involved in the demarcation dispute shall advise their union office of the dispute at the earliest convenient time through the relevant official.
 - (iv) Officials of the unions involved will confer as early as possible with the aim of resolving the dispute.
 - (v) If the dispute is capable of being resolved at this level the union officials will advise the employer of the details of the resolution.
 - (vi) If the dispute is not resolved in accordance with the above procedure then the union will refer the matter to the New South Wales Labour Council for their assistance.
 - (vii) Whilst this procedure is being followed the status quo will be maintained without prejudice to any of the parties.
 - (viii) The employer shall be kept advised of the outcomes of all discussions and will retain the right to refer the dispute to the Industrial Relations Commission of NSW if necessary.

41. Deduction of Union Membership Fees

- (i) The employer shall deduct Union membership fees (not including fines or levies) from the pay of any employee, provided that:
 - (a) the employee has authorised the employer to make such deductions in accordance with subclause (ii) herein;
 - (b) the Union shall advise the employer of the amount to be deducted for each pay period applying at the employer's workplace and any changes to that amount;

- (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; and
 - (d) there shall be no requirement to make deductions for casual employees with less than two months' service (continuous or otherwise).
- (ii) 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 rules) that the Union advises the employer to deduct. Where the employee passes any such written authorisation to the Union, the Union shall not pass the written authorisation on to the employer without first obtaining the employee's consent to do so. Such consent may form part of the written authorisation.
 - (iii) Monies so deducted from employees' pay shall be remitted to the Union on either a weekly, fortnightly, monthly or quarterly basis at the employer's election, together with all necessary information to enable the reconciliation and crediting of subscriptions to employees' membership accounts, provided that:
 - (a) where the employer has elected to remit on a weekly or fortnightly basis, the employer shall be entitled to retain up to five per cent of the monies deducted; and
 - (b) where the employer has elected to remit on a monthly or quarterly basis, the employer shall be entitled to retain up to 2.5 per cent of the monies deducted.
 - (iv) 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.
 - (v) The Union shall advise the employer of any change to the amount of membership fees made under its rules, provided that this does not occur more than once in any calendar year. Such advice shall be in the form of a schedule of fees to be deducted specifying either weekly, fortnightly, monthly, or quarterly as the case may be. The Union shall give the employer a minimum of two months' notice of any such change.
 - (vi) An employee may at any time revoke in writing an authorisation to the employer to make payroll deductions of Union membership fees.
 - (vii) Where an employee who is a member of the Union and who has authorised the employer 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 employer in order for payroll deductions of union membership fees to cease.

42. Settlement of Award

- 42.1 This Award is made by consent as a settlement of the claims made by the Australian Workers' Union, New South Wales Branch (AWU) and Employers First in Matters Nos 7161 of 2003 and 3377 of 2004.
- 42.2 It is a term of this Award that the AWU will not pursue any improvements in wages or conditions of employment including any increases arising from general increases given by the federal or state industrial tribunals, or the proposed Fair Pay Commission that arise during the term of this Award.

43. Area, Incidence and Duration

This Award rescinds and replaces the General Construction and Maintenance, Civil and Mechanical Engineering, &c. Interim (State) Award made on 12 December 2005.

It shall apply to all employees of the classes specified in Table 1, Classifications and Rates of Pay, of Part B, Monetary Rates, of this award in the State excluding the County of Yancowinna, within the jurisdiction of the Labourers, Railway and Road Construction, &c. (State) Conciliation Committee as set out in Annexure A to this Award.

This Award shall take effect from the first pay period to commence on or after 6 February 2006, and shall have a nominal term of 12 months.

The Award, as made, is taken to be reviewed pursuant to section 19 (6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Award made by the Industrial Relations Commission of New South Wales on 18 December 1998 (30 IG 307).

PART B

MONETARY RATES

Table 1 - Classifications and Rates of Pay

Section 1 - Daily Hire Classifications	The rates of pay in these columns have been calculated on the basis that the industry allowance, follow the job loading, sick leave allowance and travel pattern loading are applicable. Where these amounts are not applicable, hourly rates of pay should be calculated in accordance with Clause 3 - Wages.		
Classification	Base Weekly Rate \$	All Purpose Daily Hire Hourly Rate \$	Casual Hourly Rate \$
Civil Construction Worker - Grade 1	529.20	15.89	19.07
<p>Civil Construction Worker - Grade 1 is comprised of the following classifications</p> <p>Construction Worker, Other</p> <p>Adzeperson, augerperson or sawperson</p> <p>Assistant depotperson</p> <p>Axeperson</p> <p>Ballast - labourer discharging from punt</p> <p>Bridge foundations - labourer engaged in boring for (except machine person)</p> <p>Compressed and/or mastic asphalt labourer;</p> <p>Caulker</p> <p>Crusher feeder and sand roller attendant</p> <p>Divers' pumper</p> <p>Flying fox - labourer</p> <p>Forest devil - labourer</p> <p>Incinerator attendant (Cockatoo Dockyard)</p> <p>Labourer destroying rabbits (if required to provide transport</p> <p>\$1.55 per day extra and \$1.11 cents per week extra shall be paid for each dog not exceeding two dogs)</p> <p>Pole erecting - labourers erecting telegraph poles, electric lights and/or power poles</p> <p>Signalperson - cable way</p> <p>Turfing, cutting and/or laying - including landscaping on civil engineering construction - labourers engaged in</p> <p>Underground Trench & Excavation</p> <p>Trench labourer 0.9m-3m (when required to use pneumatic machines shall be paid at least machine person's rates)</p> <p>Irrigation</p>			

<p>Labourer - boring test or other holes by hand Labourer cutting noxious weeds with hoe Layer-on of hot mastic asphalt compounds in supply channels, expansion joints or cracks in concrete channels Maintenance persons - in channels Painter or layer of bitumen, colfix, laykol or any similar substance Railway Construction - Group (A): Back Bolter Boxer-up Brakesperson, spragger or spragsperson Cutting and/or breaking rails - labourer Erector of grade indicators Fettler Heelperson Jackperson (two to be paid alike) Labourer erecting stanchions for the overhead wiring for railways and tramways Linker-in Leverperson Loading, unloading and/or stacking rails and/or sleepers and/or new material - labourer Packer on metal roads and/or in yards Packers (two) with leverperson on metal roads and/or in yards in gangs of eight or more employees Packers (two) with leverpersons on muck roads in gangs of eight or more employees Punchperson, hydraulic and/or crowperson Rail pressing - labourer Rail Protection Officer - Level 1 Re-railing and/or re-sleepering - labourer Sleeper spacer and squarer Straightening gang - labourer in</p> <p>Road Construction and Maintenance Tar and/or bituminous labourer - other</p> <p>Land and Water Conservation & Irrigation Labourer cleaning silt pits-irrigation area</p> <p>Cylinder Sinking Employees working in cylinders or caissons with or without air pressure excavating earth other than rock, concrete, sandstone and/or strata other than earth less than 6.1 metres deep (26 cents per shift extra for each additional 6.1 metres of depth or part thereof) Cylinder sinking - Benoto process - attendant</p>			
Civil Construction Worker - Grade 2	537.09	16.11	19.33
<p>Civil Construction Worker - Grade 2 is comprised of the following classifications Railway Construction - Group (B): Fastener, fisher-up and/or ratchet borer Lifting ganger's offsider Rail Protection Officer - Level 2 Rail welder's assistant</p>			

Road Construction & Maintenance Maintenance labourer Bituminous gang labourer All other attendants at stone handling plant Maintenance patrolperson Land and Water Conservation & Irrigation Helper - Hand Boring Plant Test Well Borer Construction Worker, Other Bankperson - in connection with dredges including employees laying or removing pipes between dredge and shore Construction Worker Group 1 Amenities attendant (including camp) Sanitary and/or garbage labourer Clerical work - labourer Labourer tarring bridge and/or other woodwork Fencer Traffic controller General labourer - not otherwise classified Greaser Labourer - bending, reinforcing steel Labourer - planting, spraying and/or lopping trees Labourer - loading, unloading and/or stacking materials other than cement Machineperson's assistant Motor and/or pump attendant Pile driver - topperson Pile pointer, ringer and/or shoer Scabbler Temporary building - labourer erecting Tipperson and/or loading tallyperson Tradeperson's labourer - on construction work Cylinder Sinking Air Lock Attendant			
Civil Construction Worker - Grade 3	565.73	16.88	20.26
Civil Construction Worker - Grade 3 is comprised of the following classifications Construction Worker, Other Barring down - labourers Bridge carpenters' labourer (including demolition work) Diver's Attendant Laboratory testing assistant Pipe - cement monier and/or concrete - labourer engaged in the manufacture of Pipe layer and/or joiner Pipe liner hand working inside pipe Sand blast operator Underground & Trench Excavation Trench labourer 3m-6m			

<p>Irrigation Labourer using hand trowels on cement or concrete channels Labourer using shovel for constructing cement channels - known as laying on</p>			
<p>Road Construction and Maintenance Manual kerb extruding machine operator Labourers engaged in the erection and placement of steel wire mattresses Labourers engaged in the erection, placement and repairs of permanent safety crash barriers</p> <p>Land & Water Conservation & Irrigation Spray Operator</p> <p>Railway Construction - Group (C): Leader linker-in Rail Protection Officer - Level 3 Rail welder Operators of track laying renewal machines as follows: (i) Sleeper gantry operator (ii) Sleeper feed operator (iii) Sleeper pick-up operator (iv) Rail alignment operator Assistant operator of track tamping machine Operator of "Pan Driver" machine or similar Operator of Hi Rail vehicle</p> <p>Railway Construction - Group (D): Operator Ballast Regulating Machine</p> <p>Concrete Construction Central Mortar Batch Plant Operator (this rate is inclusive of any extra payment) Concrete Worker - including floater form erector and/or stripper, jazerperson and/or tamperperson, concrete cutting or drilling machine operator, kerb and/or gutter layer Labourer bending, reinforcing steel to pattern or plan Cement gun operator - other Assistant concrete pump operator Pressure grouter's assistant</p> <p>Construction Worker - Group 2 Bricklayer's labourer Cement - labourer loading, unloading and/or stacking Crane chaser Erector structural steel Greaser attending machinery cable way above ground level Worker - placing precast blocks and metal strips in reinforced earth constructions Machine drill and/or tool sharpener Machineperson and/or pneumatic pickperson Timberperson up to 6.1m in depth</p>			

Pegperson and/or employee boning Powder monkey's assistant Preload wire winding machine operator Rigger's assistant and/or hemp rope splicer Storeperson			
Cylinder Sinking Employees working in cylinders or caissons with air pressure in rock, concrete, sandstone and/or strata other than earth less than 6.1 metres deep (26 cents per shift extra for each additional 6.1 metres of depth or part thereof)			
Civil Construction Worker - Grade 4	557.53	17.20	20.64
Civil Construction Worker - Grade 4 is comprised of the following classifications Construction Worker Other Wharf Preservation Operator (this rate is inclusive of any extra payment for the use of creosote and working afloat in a scow) Concrete Construction Central concrete batch plant - weigher and batcher (this rate is inclusive of any extra payment) Cement Gun Operator - wet - underground Manhole builder Concrete finisher Concrete kerb finisher & patcher (steel, wooden, rubber or mechanical trowels) Labourer placing and/or tack welding, reinforcing steel Pressure grouter Underground & Trench Excavation Tunnel miner - assisting All other labour in tunnelling crew Trench labourer over 6.1-12.2m Road Construction & Maintenance Hot mix plant operator, other Field assistant Storeperson Stone handling plant attendant Labourers engaged in the erection and placement of steel wire box gabions Land and Water Conservation & Irrigation Driller - hand boring plant			
Construction Worker Group 3 Augerperson - pneumatic or electrically powered augers and/or timber boring machines Frankipile operator Pile driver Powder monkey Scaffolder (certificated) Timberperson over 6.1m in depth Wire rope splicer (not being a certified rigger)			

Civil Construction Worker - Grade 5	593.48	17.64	21.17
Civil Construction Worker - Grade 5 is comprised of the following classifications Construction Worker Other Pile driver - loading on sheer legs or pile frame up to 30.5tonnes lift Operator of mobile track drill independent rotation			
Concrete Construction Cement gun operator - dry - underground Road Construction & Maintenance Hot mix operator - plant with capacity of under 1474.2 kg per batch Pug Mill Rated Capacity 1474.2kg per batch or equivalent Land and Water Conservation & Irrigation Gemco drill operator Trainee channel attendant Railway Construction - Group E: Operator track tamping machine Rail Protection Officer - Level 4 Construction Worker Group 4 Dogperson Rigger (certificated) and wire rope splicer			
Civil Construction Worker - Grade 6	607.24	18.01	21.61
Civil Construction Worker - Grade 6 is comprised of the following classifications Construction Worker Other Pile driver - loading on sheer legs or pile frame over 30.5tonnes lift Road Construction & Maintenance Pug mill rated capacity 1474.7kg but less than 6000kg Underground & Trench Excavation Tunnel miner Shaft miner Concrete liner in tunnel Mechanical miner operator			
Civil Construction Worker - Grade 7	611.40	18.12	21.74
Civil Construction Worker - Grade 7 is comprised of the following classifications Road Construction & Maintenance Pug mill rated capacity of 6000kg or more Land & Water Construction & Irrigation Percussion Drill Operator - Research			
Civil Construction Worker - Grade 8	613.58	18.18	21.82
Civil Construction Worker - Grade 8 is comprised of the following classifications Construction Worker Other Labourer - using boat for the recovery of flotsam and jetsam Diver			

Civil Construction Worker - Grade 9		626.67	18.54	22.25	
Civil Construction Worker - Grade 9 is comprised of the following classifications Underground & Trench Excavation Miner attending tunnel boring machine					
Civil Construction Worker - Grade 10		648.12	19.12	22.94	
Civil Construction Worker - Grade 10 is comprised of the following classifications Underground & Trench Excavation Miner operating tunnel boring machine					
Youths	Percentage of Civil Construction Worker Grade 2 (\$537.09) %				
At 15 years of age	50.5	271.23	8.89	10.67	
At 16 years of age	61.5	330.31	10.49	12.58	
At 17 years of age	71.5	384.02	11.95	14.34	
Section 2 - Weekly Hire Classifications		The rates of pay in these columns have been calculated on the basis that the industry allowance, sick leave allowance, and travel pattern loading are applicable. Where these amounts are not applicable, hourly rates of pay should be calculated in accordance with Clause 3 - Wages			
Classification		Base Weekly Rate \$	All purpose weekly hire hourly rate (with sick leave allowance)	All purpose weekly hire hourly rate (without sick leave allowance)	Casual Hourly rate
Rotary Earth Digger (auger type) Operator					
(i)	>From 48.5 to 74.6kw	562.21	16.30	15.68	19.56
(ii)	Over 74.6 to 111.9kw	572.15	16.56	15.94	19.87
(iii)	Over 111.9kw	581.57	16.81	16.19	20.17
(iv)	Assistant	505.29	14.80	14.18	17.76
Driller - Operator - Shot Drilling Machine - Large		580.12	16.77	16.15	20.12
Driller - Operator - Diamond and/or Shot Drilling Machine - Small		566.56	16.42	15.79	19.70
Driller - Operator's Assistant--Diamond and/or Shot Drilling Machine - Large		544.00	15.82	15.20	18.98
Driller - Operator's Assistant - Diamond and/or Shot Drilling Machine - Small		543.58	15.81	15.19	18.97
Tamrock D.H.A. 800 Drill Operator (Note: Operator setting diamonds and/or keeping safe custody of diamonds shall be paid 5 cents per hour in addition to the above rates.)		625.86	17.98	17.35	21.57
Premix and Asphalt, Central Asphalt Depot Senior Operator		652.26	18.67	18.05	22.40
Automatic Kerb Extruding, Trimmer and Paver Machine Operator-					
(i)	48.5kW and under	577.01	16.69	16.07	20.03
(ii)	Over 48.5kW but less than 97kW	598.13	17.24	16.62	20.69
(iii)	Slipform Concrete Paving Machine - Operator	614.07	17.67	17.04	21.20
(iv)	Curing and Texture Machine Operator	579.50	16.76	16.13	20.11

Traffic Line Marking				
Operator or machine attendant	575.67	16.66	16.03	19.99
Other attendant	559.21	16.22	15.60	19.46
Tow Truck Attendant- Sydney Harbour Bridge	572.56	16.57	15.95	19.88
Artesian and Sub Artesian Bores:				
Assistant - cable tool rigs	530.13	15.46	14.83	18.55
Helpers - cable tool rigs	527.23	15.39	14.76	18.47
Assistants - rotary hammer drill rigs	564.90	16.37	15.75	19.64
Helpers - rotary hammer drill rigs	563.04	16.32	15.70	19.58

Table 2 - Other Rates and Allowances

Item No.	Clause Reference	Brief Description	Amount \$
1	3(vii)	Sick Leave Allowance	23.70 per week
2	3(vi)	Industry Allowance	21.70 per week
3	3(viii)	Leading hand in charge of - More than 2 and up to 5 employees More than 5 and up to 10 employees More than 10 employees	0.49 per hour 0.71 per hour 0.92 per hour
4	5(i)(a)	Working in Rain	2.46 per day
5	5(ii)(a)(1)	Wet Places	0.49 per hour
6	5(ii)(a)(4)(i)	Water over 45.5cm	3.27 per day
7	5(ii)(a)(4)(ii)	Water over 91.4cm	3.97 per day
8	5(ii)(b)	Work in Slurry	0.45 per hour
9	5(iii)	Snow over 15.2cm	3.97 per day
		Snow over 2.5cm and less than 15.2 cm	2.67 per day
10	5(iv)	Confined Space	0.61 per hour
11	5(v)(a)	Distant Places	1.04 per day
		Distant Places - western division	1.71 per day
12	5(v)(b)	Distant Places - Snowy River, etc.	1.71 per day
13	5(vi)	Road Construction - Distant Places	1.04 per day
14	5(vii)	Height Money	0.49 per hour
15	5(viii)	Explosive Power Tools	1.12 per day
16	5(ix)	Heavy Blocks - Over 5.5 kg and up to 9 kg Over 9 kg and up to 18 kg Over 18 kg	0.49 per hour 0.88 per hour 1.25 per hour
17	5(x)	Roof Repairs	0.49 per hour
18	5(xi)(a)	Epoxy Materials	0.61 per hour
19	5(xi)(c)	Working in close proximity to the above	0.49 per hour
20	5(xii)	Cleaning Down Brickwork	0.45 per hour
21	5(xiii)	Refractory Brickwork	1.48 per hour
22	5(xiv)(i)	Towers Allowance - Above 15 metres Each further 15 metres	0.49 per hour 0.49 per hour
23	5(xv)	Coal Wash	0.49 per hour
24	5(xvii)	Dust Allowance	10.87 per week
25	17	Meal Allowance Each subsequent meal	10.50 per meal 8.75 per meal
26	25(ii)(1)	Return Home Allowance Each additional 10km beyond 100km	40.45 per occasion 1.75 per 10km
27	25(ii)(4)	Camping Allowance	20.60 per day
28	26(i)(a)	Excess Fares	14.30 per day
29	26(i)(a)	Excess Fares - transport provided	5.50 per day
30	26(i)(b)	Travel Pattern Loading	11.85 per week
31	27(iv)(a)	Country Allowance - Unbroken week	380.60 per week

32	27(iv)(c)	Return Home Allowance Each additional 10km beyond 100km	40.45 per occasion 1.75 per 10km
33	27(vi)	Meal whilst travelling	10.50 per meal
34	27(vi)	Bed Allowance whilst travelling	54.10 per occasion
35	28(iii)	First Aid Allowance	2.20 per day
36	5(xvii)	Tow Truck Attendant	0.65 per hour

"Note": These allowances are contemporary for expense related allowances as at 30th March 2005 other than Items 27, 28 and 29 which are adjusted in accordance with the NBCIA and for work related allowances are inclusive of adjustments in accordance with the June 2005 State Wage Case Decision of the Industrial Relations Commission of New South Wales.

ANNEXURE A

LABOURERS, RAILWAY AND ROAD CONSTRUCTION, &c., (STATE) CONCILIATION COMMITTEE

Industries and Callings

Labourers engaged in the construction and/or maintenance of railways, tramways, roads, bridges, water conservation and irrigation works, and harbour and reclamation works; construction work on civil and/or mechanical engineering projects; cement mixers, concrete workers, plate layers, hammer and drill persons, timberers, pipe layers, manhole builders, tool sharpeners, navvies with or without horses and drays, rockchoppers, sewer miners, and all labourers and assistants, employed in connection with any such callings; persons operating, attending, fuelling, greasing, cleaning and maintaining (excepting work usually performed by skilled tradespersons) mobile and stationery machines, cranes, winches and other motors, and mechanical equipment and appliances used in construction work on the surface or underground and in excavation work and also all juniper persons, pick, shovel, axe, and moyle person, scabblers, spawlers, knappers, fencers, grubbers, and clearers, excepting persons of the foregoing occupations who are engaged as general farm or station hands, or in and about gravel and sand pits; cleaners and sweepers employed by the Maritime Services Board of New South Wales on roads and wharves, and maintenance employees on racecourses; and excepting also all herdspersons and rangers and fence repairers who are employees of shire and municipal councils which are trustees of commons, and all employees of sanitary and garbage contractors with such councils in the State excluding the Municipality of Broken Hill;

Excepting employees of:

The Commissioner for Railways;

The Commissioner for Government Transport and the Commissioner for Motor Transport;

The Metropolitan Water Sewerage and Drainage Board;

The Hunter District Water Board;

South Maitland Railways Pty. Limited;

The Council of the City of Sydney The Sydney County Council;

Shire and Municipal Councils;

Electricity Commission of New South Wales;

The Electrolytic Refining and Smelting Company of Australia Proprietary Limited, the Metal Manufacturers Limited, the Australian Fertilizers Limited, and the Austral Standard Cables Proprietary Limited, at Port Kembla; including employees employed by Australian Fertilizers Limited on the bone-crushing and fertilizer-mixing and bagging plant at Granville; and in connection with the manufacture of acids, chemicals and fertilizers at Villawood;

The Commonwealth Portland Cement Company Limited;

The Kandos Cement Company Limited;

Southern Portland Cement Limited;

Australian Iron and Steel Limited, within the jurisdiction of the Iron and Steel Works employees (Australian Iron & Steel Limited) Conciliation Committee and the Quarries (Australian Iron & Steel Limited) Conciliation Committee;

The Australian Gas Light Company;

The North Shore Gas Company Limited;

The Broken Hill Proprietary Company Limited, at the Iron and Steel Works at Port Waratah;

Rylands Brothers (Australia) Proprietary Limited, at its works at Port Waratah near Newcastle;

Commissioner for Main Roads engaged in the maintenance of the Sydney Harbour Bridge.

Electric Light and Power Supply Corporation Limited;

Parramatta-Granville Electric Supply Company Limited;

The Council of the City of Newcastle;

And excepting employees -

In or about coal mines north of Sydney, in or about coal mines in the South Coast District, in or about coal and shale mines west of Sydney.

And excepting also -

Surveyors' labourers;

Labourers employed in or in connection with the manufacture of cement, monier and/or concrete pipes by hand or machine in factories;

Carters, grooms, stablepersons, yardpersons and drivers of motor and other power-propelled vehicles;

Labourers employed in the maintenance of privately-owned railways;

Employees within the jurisdiction of the following Conciliation Committees:

Race Clubs, &c., Employees (Cumberland & Newcastle);

Race Clubs, &c., Employees (Country);

Special Steels and Steel Products Manufacture (Commonwealth Steel Company Limited);

Labourers, Pastures Protection Boards and Dingo Destruction Boards (State);

Tubemakers of Australia Limited, Newcastle;

Showgrounds, &c., Employees (State);

Shortland County Council;

Smelting and Fertilizer Manufacturing (Sulphide Corporation Pty. Limited and Greenleaf Fertilizers Limited);

John Lysaght (Australia) Pty. Ltd. Newcastle;

John Lysaght (Australia) Pty. Ltd., Port Kembla;

Wire Rope Makers (Australian Wire Rope Works Proprietary Limited);

Commonwealth Steel Company Limited, Unanderra;

Building and Construction Industry Labourers on Site (State) Award;

Building Tradesmen on Construction (State) Award;

Tubemakers of Australia Limited, Yennora;

Sugar Manufacturers (State);

Cement Workers (Australian Portland Cement Limited);

Shoalhaven Scheme;

Googong Dam Project;

And excepting also

Persons within the jurisdiction of the Engine Drivers, &c., Australian Iron and Steel Limited), Engine Drivers, &c. (Broken Hill Proprietary Company Limited), Engine Drivers, &c. Coal Mining (State), Engine Drivers, &c. (Lysaghts Newcastle Works Limited), Engine Drivers, &c.

Metalliferous Mining (State) and Engine Drivers (Natural Oil Proprietary Limited) Industrial Committees

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

T. M. KAVANAGH *J.*

B. W. O'NEILL, Commissioner.

Printed by the authority of the Industrial Registrar.

(116)

SERIAL C3860

CLEANING AND BUILDING SERVICES CONTRACTORS (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 3359 of 2005)

Before The Honourable Justice Haylen

5 October 2005

AWARD

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Clause No.	Subject Matter
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Appendix A

Appendix B

2. Contract of Employment

- (i) Employees under this award shall be engaged either as full-time employees, part-time employees or casual employees.
- (ii)
 - (a) Subject to the provisions of this clause, during the first month of full-time or part-time employment, the contract of employment may be of a probationary nature. An employee at the point of engagement shall be notified in writing whether or not such employment will be on a probationary basis.

Provided further that, during such probationary period, the employer will provide the employee with training, instruction and supervision, appropriate to the size, structure and needs of the enterprise. An employee on probation shall have had any deficiencies in their performance advised to them and have had the opportunity to improve their performance and enhance their skills in the first instance before any disciplinary action or termination occurs. In the event that the employment is terminated by either party, then such termination shall be dealt with in accordance with the termination provisions provided for elsewhere in this clause.
 - (b) At the conclusion of a probationary period, the employment of the employee shall be confirmed in writing.
 - (c) Except as provided in this subclause, no other probationary periods shall apply.
- (iii) The employer shall, by legible notice displayed at some place accessible to the employees, notify the hours of commencing and ceasing work. Such hours once notified shall not be changed except by a week's notice. Provided, however, that where changes of roster time are only for a duration of one week or less and involve the completion of the usual number of ordinary hours at other than the regular times, an additional amount of 25 per cent shall be payable for that period worked outside the regular time. This does not apply to changes due to late shopping in the week in which Good Friday falls.

- (iv) The employment of any employee other than a casual employee shall be terminated only by one week's notice or by the payment or forfeiture, as the case may be, of one week's wages in lieu thereof.
- (v) The employment of casual employees may be terminated by one hour's notice and such employees shall be paid all monies due forthwith upon termination.
- (vi) Notwithstanding the foregoing provisions, the employer may dismiss an employee at any time for serious misconduct or wilful disobedience, and then shall be liable only for payment up to the time of dismissal.
- (vii) On the termination of employment the employer shall, at the request of the employee, give such employee a statement as soon as practicable, upon termination, signed by the employer stating the period of employment, the class of work employed upon and when the employment terminated.
- (viii) Notwithstanding the provisions of subclauses (i) and (iv) of this clause, where, on account of the introduction or proposed introduction by an employer of mechanisation or technological changes in the industry, the employer terminates the employment of a full-time or part-time employee who has been employed by such employer for the preceding 12 months, the employer shall give the employee three months' notice of the termination of such employees employment; provided that, if such employer fails to give such notice in full:
 - (a) The employer shall pay the employee at the rate specified for the employees ordinary classification in clause 7, Wages, for a period equal to the difference between three months and the period of the notice given.
 - (b) The period of notice required by this subclause to be given shall be deemed to be service with the employer for the purpose of the Long Service Leave Act 1955, the Annual Holidays Act 1944, or any Act amending or replacing either of those Acts; and provided further that the right of the employer summarily to dismiss an employee for reasons specified in subclause (vi) of this clause, shall not be prejudiced by the fact that the employee has been given notice pursuant to this subclause of the termination of the employees employment.

When an employer gives an employee notice of the termination of such employees employment on account of the introduction or proposed introduction of mechanisation or technological changes, within 14 days thereafter the employer shall give notification in writing to the Industrial Registrar, the Director of Vocational Education and Training, the Director of Technical and Further Education Commission, and the Secretary of the Australian Liquor, Hospitality and Miscellaneous Workers Union, New South Wales Branch, of that fact, stating the employees name, address and usual occupation and the date when the employment terminated or will terminate in accordance with the notice given.

- (ix) Educational Institutions and Industrial Establishments - Where the employer and employee in a particular establishment are in agreement, and the Union is notified by the company in writing of such agreement, the employer may grant the employee a period of unpaid leave which shall not exceed four weeks in any 12-month period, where that establishment shuts down annually. Provided that a period of unpaid leave shall not constitute a break of service for the purposes of this award, the *Long Service Leave Act 1955* or the *Annual Holidays Act 1944*; provided, further, the effect of this subclause shall be confined to educational institutions and industrial establishments which shall be defined as follows: independent schools and colleges, universities and factories.
- (x) Employees covered by this award shall perform all work within their skill and competence, including work which is incidental or peripheral to their main tasks or functions.

3. Definitions

- (i) "Full-time Employee" means an employee paid by the week or fortnight, as the case may be, who is rostered to work the ordinary hours prescribed by clause 5, Hours.

- (ii) "Part-time Employee" means an employee paid by the week or fortnight but who is required to work a constant number of ordinary hours each week less than the ordinary number of hours prescribed for full-time employees, subject to the provisions of clause 12, Part-time Employees.
- (iii) "Part-time Weekend Employee" means an employee paid by the week or fortnight, as the case may be, who is required to work a constant number of ordinary hours on Saturdays and Sundays only, such hours being less than the number of hours prescribed for full-time employees, subject to the provisions of the said clause 12.
- (iv) "Casual Employee" means an employee engaged and paid as such but shall not include an employee working an average of 38 ordinary hours or more per week and shall not include an employee who is required to work a constant number of ordinary hours each week, subject to the provisions of clause 13, Casual Employees.
- (v) "Relief Cleaner" means a person engaged pursuant to the provisions of subclause (i), (ii) and (iv) of, clause 4, Classification Structure, to work full-time or part-time for a specified period which is not more than two years but not less than 5 days.
 - (a) By agreement between the employer and the employee prior to engagement, a relief cleaner shall be notified in writing in the form of Appendix B of this award of the employees appointment as a relief cleaner and of the estimated duration of their engagement.
 - (b) Such employees shall be engaged solely for the following specified purposes:
 - (1) to replace existing employees proceeding on sick leave, annual leave, maternity leave, long service leave or leave without pay; or
 - (2) to replace an employee on workers' compensation.
 - (c) Such full-time employees shall be entitled to all entitlements as if they were a weekly employee and shall accrue annual leave, sick leave and rostered days off in accordance with this award. Part-time employees shall also accrue such entitlements but on a proportionate basis.
 - (d) An employee engaged as a relief cleaner in accordance with this subclause shall be paid the ordinary hourly rate applicable to the classification for the work in which the employee is engaged.
 - (e) Where an employee is not provided notification in writing in accordance with paragraph (a) of this subclause, the employee shall be paid at the appropriate casual rate of pay as provided for in this award until such notification has been received by the employee.
 - (f) An employee engaged as a relief cleaner in accordance with this subclause shall not work in a vacant and/or casual and/or temporary position.
 - (g) The provisions of this subclause, shall not apply to employees engaged in the Event Cleaning Stream pursuant to subclause (iii) of clause 4, Classification Structure.
- (vi) "Union" means the Australian Liquor, Hospitality and Miscellaneous Workers Union, Miscellaneous Workers Division, New South Wales Branch, or, in the case of the County of Yancowinna, the Broken Hill Town Employees Union.
- (vii) "New South Wales Government Sites Cleaning Contracts" means contracts awarded by the NSW Government State Contract Control Board pursuant to Request for tender No. 93/20125 and any successor contracts as well as all other contracts awarded for cleaning services in public schools in New South Wales whether awarded by the NSW Government State Contracts Control Board or any other NSW State Government Department as a stand alone contract or as part of a wider contract arrangement. "NSW Government Sites Cleaning Contracts" shall also mean contracts let pursuant to request for tender 93/20125.

- (viii) "Day" means the period from midnight to midnight.
- (ix) "Night Shift" means any shift finishing later than 1.00 a.m. and at or before 8.00 a.m. or any shift commencing prior to 6.00 a.m. except for the early morning shift as defined; provided that any employee who, at the time of the making of this award, was engaged on a shift finishing later than midnight and at or before 8.00 a.m. shall continue to receive the night shift rate.
- (x) "Afternoon Shift" means any shift finishing after 6.00 p.m. and at or before 1.00 a.m.
- (xi) "Early Morning Shift - Other Than for New South Wales Government Sites Cleaning Contracts" means any shift commencing between 3.00 a.m. and 6.00 a.m. provided that;
 - (a) the commencement time of current employees working an early morning shift as at 19 January 1994 shall not be changed without consent.
 - (b) an employee commencing at 5:00.a.m. and before 6:00.a.m. as at 1 March 2001 shall not be reclassified as a Day Worker as a result of any changes to this award.
- (xii) "Early Morning Shift - New South Wales Government Sites Cleaning Contracts" means any shift commencing at or after 5.00 a.m. and before 6.00 a.m., provided that any employee who as at 1 July 1996 works an early morning shift commencing at or after 5.00 a. m. and before 6.30 a.m. shall continue to receive the early morning shift rate of pay.
- (xiii) "Broken Shift Worker" means an employee working a broken shift during the hours prescribed in this award.
- (xiv) "Shift Worker" means an employee who works a night shift, afternoon shift or early morning shift.
- (xv) "Appropriate Rate" means the rate of pay applicable, under the provisions of this award, to the time or shift an employee is required or is engaged to work.
- (xvi) "Seven-day Shift Worker" means an employee who is rostered by an employer to work ordinary hours regularly on Saturdays and/or Sundays and/or public holidays but shall not include a part-time weekend employee, as defined, who is rostered to work by the employer ordinary hours on Saturdays and/or Sundays and/or public holidays only.
- (xvii) "Table Busser" means an employee engaged only to perform one or more of the following cleaning duties within a food outlet other than in hospitals: the collection and removal of eating utensils, cleaning and wiping of tables, the cleaning and mopping of spillages and the emptying of bins. The duties carried out by a Table Busser, shall not include those duties associated with the daily maintenance and cleaning of the food outlet including toilets.

An employee who performs duties other than those described in this subclause, shall be paid as a cleaner in accordance with paragraphs (a), (b) or (c) of subclause (i) of clause 4, Classification Structure, as appropriate to the duties allocated.

On occasions when there are no table bussing duties to be performed, the employee shall be engaged and paid for the remainder of the employees ordinary hours for that day or shift as a cleaner in accordance with the said paragraphs (a), (b) or (c), as appropriate to the duties allocated

Employees who as at 19 January 1994 performed some or all of the duties of a Table Busser shall nevertheless continue to be classified and paid as a cleaner in accordance with the said paragraphs (a), (b) or (c) as appropriate to the duties allocated.

- (xviii) "Commissionaire" shall mean a person employed for the greater part of the employees working time to greet visitors upon arrival, respond to and/or direct inquiries and provide general information services.

- (xix) "Building Supervisor/Manager" shall mean a person employed for the greater part of the employees working time to administer, supervise and oversee the daily operation (running) of a building and/or buildings. Duties may include, but shall not be limited to, maintaining records, liaising with management, suppliers and customers in respect of the structure of the building and supervision of receipt of incoming and outgoing goods.
- (xx) "Lift Attendant" shall mean a person engaged for the greater part of the employees working time operating an elevator or lift.
- (xxi) "Week" shall mean the period Monday to Sunday inclusive.

4. Classification Structure

Employees engaged under this award may be employed in one of the four following streams:

(i) Cleaning Services Stream -

- (a) "Cleaner" means a person employed for the greater part of the employees working time in cleaning work of any description on premises or in bringing into or maintaining premises in a clean condition, whatever may be the nature of the employees other duties.
- (b) "Building Services Employee Grade 1 " means an employee performing the duties of a cleaner who, in addition, is engaged for the greater part of each day or shift on any of the following tasks, or a combination of such tasks:
 - (1) Ordering supplies and receiving deliveries and/or the responsibility for the distribution and maintenance of toilet and other requisites and cleaning materials in buildings or establishments and/or an employee performing customer or public relations or other duties as required.
 - (2) Carpet Cleaning - Operating equipment used in any or all of the following methods: powder systems or liquid shampoo systems or hot water injection and extraction systems (commonly called "steam cleaning") for the purpose of cleaning carpets, upholstery, furnishing and similar articles but shall not include the periodic routine cleaning of such articles by vacuum cleaning, nor shall it include persons required to use cleaning powders and/or liquids for "spot" removals in the normal vacuuming process.
 - (3) Cleaning windows on the exterior of multi-storied buildings from swinging scaffolds, bosun's chairs, hydraulic bucket trucks or similar devices.
 - (4) Operating "ride on" powered sweeping machines.
 - (5) Operating steam cleaning and pressure washing equipment on the exterior of buildings.
- (c) "Building Services Employee Grade 2" means an employee who is entrusted with the supervision of cleaning as a principal responsibility and/or who may be required to generally superintend and maintain a building or buildings and/or building equipment and who may also perform the duties of a cleaner or Building Services Employee Grade 1 as required.

(ii) Property Services Stream -

- (a) "Property Services Employee Level 1" shall mean a person employed for the greater part of the employees day or shift in any one of the following tasks, or combination of such tasks:
 - as a table busser;
 - tea attendants duties.

"Property Services Employee Level 1A" shall mean a person employed for the greater part of the employees day or shift in the collection and returning of luggage trolleys.

- (b) "Property Services Employee Level 2" shall mean a person employed for the greater part of the employees day or shift in any one of the following tasks, or combination of such tasks:

the rearrangement or reorganisation of furniture;
routine maintenance of indoor greenery (shrubs and plants);
parking attendants duties - not including the handling of cash;
lift attendant duties;
sanitary disposal processing,

who may also be required to perform any of the duties of a Level One employee.

"Property Services Employee Grade 2A" shall mean a person employed for the greater part of the employees day or shift in the collection and returning of luggage trolleys involving the driving of a tractor or similar vehicle who may also be required to perform any of the duties of a Level One employee

- (c) "Property Services Employee Level 3" shall mean a person employed for the greater part of the employees day or shift in any of the following tasks or combination of such tasks:

specialist computer cleaning;
security services, including door checks, security patrols where specialist training or licensing is required and who may also be required to use simple closed circuit television systems;
performance of routine repair work and/or building maintenance in or about the facility (of a non-trade nature);
maintains gardens, lawns and rockeries;
uses and performs routine maintenance on hand tools, motor mowers and edgers;
is engaged in trimming edges, mowing lawns, sowing, planting, watering, weeding, spreading fertiliser, clearing shrubs and trimming hedges;
control, maintenance and care of stock, equipment and other parts;
carries out the cleaning and maintenance of air conditioner filters, etc;
commissionaire duties;
parking attendant duties which involve the handling of cash and who may also be required to perform any of the duties of a Level 2 employee.

- (d) "Property Services Employee Level 4" shall mean a person employed for the greater part of the employees day or shift in any of the following tasks or combination of such tasks:

security control room operator and/or monitor who acts upon intelligent building management systems;
horticultural duties and who may possess a Horticultural Operations Certificate or equivalent;
prepares and uses fertiliser and pest and disease and weed control mixtures;
uses and performs routine maintenance on gardening tools and equipment;
carries out pest control (domestic and commercial), termite and other timber pest control, weed control (urban and industrial), fumigation, feral vertebrate animal control duties and who holds a current State Pest Control Licence, and who may also be required to perform the duties of a Level 3 employee.

- (e) "Property Services Employee Level 5" shall mean a person employed for the greater part of the employees day or shift as a Building Supervisor/Manager as defined in subclause (xix) of clause 3, Definitions.

(iii) Event Cleaning Stream -

- (a) Event cleaning means all work in or in connection with or incidental to the industries or industrial pursuits of cleaning, repair and maintenance services in or in connection with the staging of sporting, cultural, scientific, technological, agricultural or entertainment events and exhibitions of any nature. Event cleaning shall not include regular maintenance cleaning, and shall be for a specific event and limited in duration to not more than three weeks.
- (b) "Event Services Employee Grade 1 " means a casual employee who performs general cleaning duties before, during and after an event (as defined above), and shall include, but not be limited to, duties such as: operating hand-held powered equipment such as blowers, vacuum cleaners and polishers, wiping of seats, cleaning toilets used by the general public, picking up rubbish, vacuuming around and under seats, sweeping under and around seats, vacuuming and cleaning table tops, and other work of a manual nature and is subject to direct supervision.
- (c) "Event Services Employee Grade 2" means a casual employee who performs cleaning duties before, during and after an event (as defined above) and who, in addition to performing when required all of the duties of a Grade 1 employee, drives/operates ride-on powered sweeping and scrubbing machines, mobile compaction units, vehicular rubbish collection; operates steam cleaning and pressure washing equipment; is responsible for the distribution and ordering of stores and supplies; is responsible for the supervision of Grade 1 employees in the performance of their duties; delivers on-the-job training and is subject to general supervision.
- (d) "Event Services Employee Grade 3" means a casual employee who, in addition to performing when required all of the duties of a Grade 1 or Grade 2 employee, is an operations trainer/work co-ordinator.

(iv) Hospital Cleaners - "Hospital Cleaners" shall mean employees of cleaning contractors engaged to perform work in public hospitals.

5. Hours

- (i) Ordinary working hours, exclusive of meal times, shall not exceed an average of 38 per week, over a four-week cycle, nor exceed eight per day and shall be worked as follows:
 - (a) Day Workers - Between the hours of 6.00 a.m. and 6.00 p.m. on any five consecutive days Monday to Sunday, inclusive, to be worked on each day in one shift, provided that current employees as at 19 January 1994 who commenced work at 6.00 a.m. shall nevertheless continue to be classified and paid as early morning shift workers as defined.
 - (b) Shift Workers - On any five consecutive days Monday to Sunday, inclusive, to be worked on each day in one shift.
 - (c) Broken Shift Workers - Between the hours of 5.00 a.m. and 9.00 p.m. or, alternatively, between the hours of 5.30 a.m. and 9.30 p.m. on any five consecutive days Monday to Sunday, inclusive, in not more than two shifts on any one day within a maximum spread of 13 hours, provided that:
 - (1) By arrangement between an employer, the Union and the employee concerned, broken shifts may be worked in not more than two shifts in any one day within a maximum spread of 14 hours subject to such arrangement being committed to writing in the form set out in Appendix A.
 - (2) At sites other than sites cleaned under contracts defined as New South Wales Government Sites Cleaning Contracts pursuant to subclause (vii) of clause 3, Definitions, by arrangement between an employer, the Union and the employee concerned, broken shifts may be worked in not more than two shifts in any one day within a maximum spread of 15 hours subject to such arrangement being committed to writing in the form set out in Appendix A.

- (3) Arrangements made pursuant to subparagraph (1) or (2) of this paragraph shall be committed in writing in the form as set out in Appendix A.
 - (4) Arrangements made pursuant to subparagraphs (1), (2) or (3) of this paragraph shall continue in force for a period of three months and thereafter, unless rescinded by either party to the arrangement, by the giving of seven days notice, provided that the arrangement may be varied at any time by the consent of the parties.
 - (5) The document recording the agreement reached pursuant to this subclause, that is, Appendix A, shall be signed by all employees concerned, within one month of the arrangement being implemented and a copy forwarded to the Union office, within ten days of such arrangement being signed by the employee(s).
- (d) Seven-day Shift Workers - An employee may be employed as a seven-day shift worker, in which case the ordinary hours shall not exceed eight in any consecutive 24, or an average of 38 per week, or an average of 76 in 14 consecutive days.
- (e) A seven-day shift worker shall, for work done during the ordinary hours of any such shift, Monday to Friday, be paid ordinary rates prescribed by clause 7, Wages.
- (ii) Extended ordinary hours not to exceed an average of 38 per week over a four-week cycle may be worked as follows:
- (a) Non-retail Establishments - By arrangement between an employer, the union and the majority of employees employed at a non-retail building or establishment, ten ordinary working hours per day or shift may be worked over four consecutive days, subject to:
 - (1) proper health monitoring procedures being introduced;
 - (2) suitable roster arrangements being made; and
 - (3) proper supervision being provided.
 - (b) Retail Establishments - By arrangement between an employer, the union and the majority of employees employed at a retail building or establishment, ordinary working hours may be worked not exceeding eight per day over five days, provided that on one day of the week only ordinary hours may be worked, to a maximum of 11 hours (excluding meal breaks).
 - (c) Once agreement is reached to work extended hours, all employees shall be notified of:
 - (1) the number of ordinary hours to be worked each week;
 - (2) the days of the week on which such work is to be performed; and
 - (3) the commencing and ceasing times of such hours of work for each day of the week on which work is to be performed.

This subclause and subclauses (i) and (iii) of this clause, once ratified, shall not be changed except by a week's notice in accordance with subclause (iii) of clause 2, Contract of Employment.

- (iii) A crib time for shift workers, as defined in clause 3, Definitions, of not less than 20 minutes shall be allowed not earlier than four hours nor later than five hours after the time of commencement of each shift. Time allowed as crib time shall be regarded as time worked and shall be paid for as such. A ten-minute paid tea break shall be given to all full-time shift workers working a straight shift.
- (iv) An unpaid meal break for day workers, as defined in paragraph (a) of subclause (i) and paragraph (a) of subclause (ii) of this clause, of not less than 30 minutes and not more than one hour, shall be allowed for a meal. An employee shall not be required to work for more than four and one half hours without a meal break except in cases of emergency, when the time may be extended to five hours. A ten-minute

paid morning tea break and a ten-minute paid afternoon tea break shall be given to all day workers and broken shift workers.

- (v) Employees engaged pursuant to the New South Wales Government Sites Cleaning Contracts as described in subclause (vii) of clause 3, Definitions working more than four hours each working day shall be given a ten-minute paid tea break. Provided that full-time employees working either a broken shift or straight shift shall be given a ten-minute paid morning tea break and a ten-minute paid afternoon tea break. In the case of employees normally working a broken shift but employed to work straight shifts in school vacations, a paid crib break of 20 minutes shall be taken in lieu of such breaks.
- (vi) Except as for broken shift workers, there shall be no broken shifts except for meals; provided that any subsequent start(s) shall be covered by the provisions of clause 11, Call Back and Rest Break.
- (vii) An employee required to work on a rostered day off shall be paid the rate prescribed in clause 10, Overtime and Meal Allowances, except for time worked on Sundays, which shall be paid for at the rate of double time and time worked on public holidays, which shall be paid for at the rate of double time and one half.
- (viii) Where work is performed as prescribed in subclause (vii) of this clause on a Sunday or a holiday, such employee shall be paid a minimum of three hours at the appropriate rate.
- (ix) Where site operational requirements prevent cleaning access or makes cleaning access difficult at an employees regular shift times, an employee may be required, on one day of the week only, to vary their regular shift times by up to one hour on either side of the employees normal shift times. Provided that a Day Worker who commences at 6:00.a.m. may be required, during Monday to Friday inclusive, to vary their regular shift times by up to one hour at the commencement of the employees normal shift time. Employees required to vary their shift time shall be paid for each hour of their shift at the rate applicable for ordinary time work at that hour of the day. This provision shall not apply to sites cleaned under contracts defined as New South Wales Government Sites Cleaning Contracts pursuant to subclause (vii) of clause 3, Definitions.

6. Rostered Days Off (RDO)

- (i) The ordinary hours of work shall be an average of 38 per week as provided in subclauses (i) and (ii) of clause 5, Hours, worked as a four-week cycle from Monday to Friday, inclusive.
- (ii) Accrual of rostered days off credits for full-time employees shall be on the basis of such employees continuing to work 40 hours per week at ordinary rates of pay and accruing two hours pay per week. The two hours accrued shall be calculated at ordinary rates of pay. Work performed in excess of 40 hours per week shall be paid at overtime rates, in accordance with clause 10, Overtime and Meal Allowances.
- (iii) By agreement between the employer and employee at the time of engagement at the employees site, the implementation of 38 hour week for full-time employees other than those engaged at sites cleaned under contracts defined as New South Wales Government Sites Cleaning Contracts pursuant to subclause (vii) of clause 3, Definitions, shall be set as follows:
 - (a) by the employer fixing one work day in the fourth week of the cycle as a rostered day off; or
 - (b) the employer may fix two days in which the employee may be rostered off for two half days during the four- week cycle, provided that such half days are either a Monday or Friday; or
 - (c) Accumulation - Employees may accumulate rostered days or shifts off, provided that in any case no more than five rostered days or five rostered shifts off may be accumulated. The employee shall take accumulated rostered days or shifts off by mutual agreement with the employer; provided that the value of all accumulated shifts or proportion thereof that are untaken shall be paid to the employee on termination; or

- (d) by working a shorter day of seven hours 36 minutes per day or a shorter working week, provided that a current full-time employee as at the date of the making of this award who currently takes a rostered day or days off in accordance with paragraphs (a) and (b) of subclause (iii) of this clause, may decline to work the shorter day of seven hours 36 minutes or a shorter working week.
- (iv) Rostered days off for part-time employees shall be given as a right at establishments where such provision applied at 28 January 1994, and for all employees other than casual employees at all sites cleaned under contracts defined as New South Wales Government Sites Cleaning Contracts pursuant to subclause (vii) of clause 3, Definitions.

At other establishments where the employer and employee agree, an entitlement to accrue rostered days off shall be achieved by discounting the part-time rate of pay set out in Tables 1A and 1B - Cleaning Services Stream, of Part B, Monetary Rates, by five per cent. The rostered days off shall then be set as follows:

- (a) by the employer fixing one work day in the fourth week of the cycle as a rostered day off, provided that the rostered day off shall be on a day on which the employee is normally rostered to work; or
- (b) employees may accumulate rostered days or shifts off by agreement with the employer, provided that in any case no more than five rostered days or five rostered shifts off may be accumulated. The employee shall take accumulated rostered days or shifts off by mutual agreement with the employer; provided that the value of all accumulated shifts or proportion thereof that are untaken shall be paid to the employee on termination.
- (v)
 - (a) Each day of paid leave taken (including annual leave but not including long service leave) and any public holiday occurring during any cycle of four weeks shall be regarded as a day worked for accrual purposes.
 - (b) An employee whose contract of employment terminates prior to the date(s) scheduled for the taking of a rostered day (or days) off and who has accrued rostered day off credits shall be paid the value of such credits on termination.
 - (c)
 - (1) Employees other than those engaged pursuant to the New South Wales Government Sites Cleaning Contracts pursuant to subclause (vii) of clause 3, Definitions shall be entitled to no more than 12 paid rostered days or 24 paid half days off in any 12 months of consecutive employment.
 - (2) Rostered days off for employees who work in schools and TAFE colleges pursuant to the New South Wales Government Sites Cleaning Contracts pursuant to subclause (vii) of clause 3, Definitions, will be scheduled during the March/April, June/July, September/October and Christmas vacation periods to suit the needs of the employer. A roster for the dates of the taking of such accumulated leave shall be agreed between the union and the employer by December of the year before such leave is to be taken. Provided that for cleaners engaged to work in TAFE Colleges, the roster for the dates of the taking of such accumulated leave shall be provided to the Union and posted at the site by no later than November 30 in the year before such leave is to be taken provided that TAFE schedules are available. Where a schedule is not available, the employer shall notify the union. To the extent possible every endeavour should be made to accommodate the employee's wishes and the leave shall be in continuous periods in conjunction with other leave in order to maximize the leave period.

- (3) Paid rostered days off for employees engaged pursuant to the New South Wales Government Sites Cleaning Contracts shall be granted on the basis of one day off in each 20 days, being a total of 13 days each year.
- (d) Notice - Except as provided elsewhere in this award, an employee shall be given no less than two weeks' notice by the employer of the rostered day or shift off that is to be taken. Provided, however, that an employer may substitute the day or shift an employee is rostered off duty where an emergency situation occurs.
- (e) Substitution - An individual employee, by agreement with the employer, may substitute the day or shift rostered off duty for another day, provided that in the case of a part-time employee the substituted day must be taken on a day on which the employee would normally be rostered to work.
- (f) Rostered Day Off Falling on a Public Holiday - Where an employees rostered day or shift off falls on a public holiday the employee and the employer shall agree to the substitution of an alternative day off. Provided, however, that where no such agreement is reached the substituted day shall be determined by the employer.
- (g) Subject to paragraph (f) of this subclause, where an employee is required to work on a rostered day or shift off, the employee shall be paid at ordinary time but shall be entitled to take the rostered day off no later than seven days following such day.
- (h) Sickness on Rostered Day Off - Where an employee is sick or injured on a rostered day or shift off the employee shall not be entitled to sick pay nor shall sick pay entitlement be reduced as a result of the sickness or injury on that day.
- (i) Overtime - The hourly rate for payment of overtime in this part shall be calculated by dividing the weekly rate by 38.
- (j) Payment of Wages - In the event that an employee, by virtue of the arrangement of ordinary working hours is rostered off duty on a day which coincides with pay day, such employee shall be paid no later than the working day immediately following such pay day.
- (k) Compassionate Leave - An employee shall not be entitled to leave under clause 23, Bereavement Leave, in respect of any period which coincides with any other period of leave entitlement under this award or otherwise or in respect of a rostered day or shift off duty.

7. Wages

- (i) Cleaning Services Stream -
 - (a) Adult Weekly Employees - The minimum weekly rates of pay for the various categories of employees shall be as set out in Column A of Tables 1A and 1B -Wages - Cleaning Services Stream, of Part B, Monetary Rates. The said minimum rate shall be exclusive of any Saturday, Sunday or holiday penalties which shall apply where appropriate. The rates of pay for ordinary hours worked on a Saturday or a Sunday shall be as set out in Tables 6A and 6B - Saturday and Sunday Ordinary Time - Cleaning Services Stream, of Part B, Monetary Rates.
 - (b) Part-time and Casual Employees -
 - (1) The minimum ordinary hourly rate of pay for the various categories of part-time and casual employees shall be as set out in Columns B and C, respectively, of the said Tables 1A and 1B.

Provided that overtime and/or Saturday and/or Sunday and/or holiday penalty rates shall apply in addition to the said minimum ordinary hourly rate of pay where appropriate. The rates of pay for ordinary hours worked on a Saturday or a Sunday shall be as set in the

said Tables 6A and 6B of Part B, Monetary Rates. The rates of pay prescribed shall be paid for all ordinary time worked and for all incidences of paid leave.

- (2) Casual Rate - The casual rate of pay shall be calculated by adding a loading of one-twelfth to the part-time hourly rate of pay for the relevant classification.
 - (3) Annual Leave - The casual hourly rates as set out in Column C of Tables 1A and 1B include the one-twelfth loading payable to casual employees in lieu of annual holidays as prescribed by the *Annual Holidays Act 1944*.
 - (4) The hourly rates of pay for part-time and casual employees shall be calculated to the nearest whole cent, any amount therein of less than half a cent to be disregarded.
 - (5) The hourly rates prescribed in Column B of Tables 1A and 1B shall be adjusted for State Wage Case decision purposes by the percentage movements in the rate prescribed in Column A of Tables 1A and 1B for full-time afternoon shift workers; provided that the hourly rates prescribed for part-time or casual night shift workers shall be adjusted in accordance with the percentage movement in the rate prescribed in Column A of Tables 1A and 1B for full-time night shift workers.
- (c) Broken shift workers paid in accordance with Tables 1A and 1B shall be paid the rate so prescribed for all ordinary time worked and for all paid leave.
 - (d) Broken shift workers engaged pursuant to the New South Wales Government Sites Cleaning Contracts shall be paid the rates of pay and allowances set out in Part B, Monetary Rates, for all paid leave and for all time worked, including any time when straight shifts are worked (e.g., school vacation periods).
- (ii) Property Services Stream -
- (a) Adult Weekly Employees - The minimum weekly rates of pay for the various categories of employees shall be as set out in of Tables 2A and 2B - Wages - Property Services Stream, of Part B, Monetary Rates. The said minimum rate shall be exclusive of any Saturday, Sunday or holiday penalties which shall apply where appropriate. The rates of pay for ordinary hours worked on a Saturday or a Sunday shall be as set out in Tables 7A and 7B of Part B, Monetary Rates.
 - (b) Part-time and Casual Employees -
 - (1) The minimum ordinary hourly rates of pay for the various categories of part-time and casual employees shall be as set out in the said Tables 2A and 2B of the Wages - Property Services Stream of Part B, Monetary Rates.

Provided that overtime and/or Saturday and/or Sunday and/or holiday penalty rates shall apply in addition to the said minimum ordinary hourly rate of pay, where appropriate. The rates of pay prescribed shall be paid for all ordinary time worked and for all incidences of paid leave. The rates of pay for ordinary hours worked on a Saturday or a Sunday shall be as set out in Tables 7A and 7B of Part B, Monetary Rates.

 - (2) Casual Rate - The casual rate of pay shall be calculated by adding a loading of one-twelfth to the part-time hourly rate of pay for the relevant classification.
 - (3) Annual Leave - The casual hourly rates as set out in Column C of Tables 2A and 2B include the one-twelfth loading payable to casual employees in lieu of annual holidays, as prescribed by the *Annual Holidays Act 1944*.
 - (4) The hourly rates of pay for part-time and casual employees shall be calculated to the nearest whole cent, any amount therein less than half a cent to be disregarded.

(iii) Event Services Stream -

(a) Casual Employees -

(1)

(A) The minimum ordinary hourly rate of pay for work on Monday to Friday for the various categories of casual employees shall be as set out in Rate 1 of Tables 3A and 3B -Wages - Event Services Stream, of Part B, Monetary Rates.

(B) The said minimum ordinary hourly rate of pay for work on Saturdays, Sundays or public holidays for the various categories of casual employees shall be as set out in Rate 2 of the said Tables 3A and 3B. The said minimum ordinary hourly rate as set out in Rate 2 shall be inclusive of any Saturday, Sunday or holiday penalties and annual leave which would otherwise apply where appropriate.

(2) Annual Leave - The casual hourly rates as set out in Rates 1 and 2 of the said Tables 3A and 3B include the one-twelfth loading payable to casual employees in lieu of annual holidays as prescribed by the *Annual Holidays Act 1944*.

(iv) Hospital Cleaners -

(a) Adult Weekly Employees -

(1) The minimum weekly rate of pay for the various categories of full-time employees shall be as set out in Column A of Tables 4A and 4B - Wages - Hospital Cleaners, of Part B, Monetary Rates. The said minimum rate shall be exclusive of any overtime and Saturday, Sunday or holiday penalties which shall apply where appropriate. The rates of pay for ordinary hours worked on a Saturday or a Sunday shall be as set out in Tables 8A and 8B of Part B, Monetary Rates.

(b) Part-time and Casual Employees -

(1) The minimum ordinary hourly rate of pay for the various categories of part-time and casual employees shall be set out in Columns B and C respectively of the said Tables 4A and 4B. The said minimum ordinary hourly rates of pay shall be exclusive of any overtime and Saturday, Sunday or holiday penalties which shall apply where appropriate. The rates of pay shall be paid for all ordinary time worked for all incidences of paid leave. The rates of pay for ordinary hours worked on a Saturday or a Sunday shall be as set out in Tables 8A and 8B of Part B, Monetary Rates.

(2) Casual Rate - The casual rate of pay shall be calculated by adding a loading of one-twelfth to the part-time hourly rate of pay for the relevant classification.

(3) Annual Leave - The casual hourly rates as set out in the said Column C include the one-twelfth loading payable to casual employees in lieu of annual holidays as prescribed by the *Annual Holidays Act 1944*.

(4) The hourly rates of pay for part-time and casual employees shall be calculated to the nearest whole cent, any amount therein of less than half a cent to be disregarded.

(v) Operative Dates -

The operative dates of the wage rates contained in Tables 1A to 8B of Part B Monetary Rates are as follows:

Table 1A - The first pay period to commence on or after 1 July 2005.

Table 1B - The first pay period to commence on or after 1 July 2006.

Table 2A - The first pay period to commence on or after 1 July 2005.

Table 2B - The first pay period to commence on or after 1 July 2006.
 Table 3A - The first pay period to commence on or after 1 July 2005.
 Table 3B - The first pay period to commence on or after 1 July 2006.
 Table 4A - The first pay period to commence on or after 1 July 2005.
 Table 4B - The first pay period to commence on or after 1 July 2006.
 Table 5A - The first pay period to commence on or after 1 July 2005.
 Table 5B - The first pay period to commence on or after 1 July 2006.
 Table 6A - The first pay period to commence on or after 1 July 2005.
 Table 6B - The first pay period to commence on or after 1 July 2006.
 Table 7A - The first pay period to commence on or after 1 July 2005.
 Table 7B - The first pay period to commence on or after 1 July 2006.
 Table 8A - The first pay period to commence on or after 1 July 2005.
 Table 8B - The first pay period to commence on or after 1 July 2006.

7A. Union Dues

- (i) The employer shall deduct Union membership fees (not including fines or levies) from the pay of any employee, provided that:
 - i. the employee has authorised the employer to make such deductions in accordance with subclause (ii) herein;
 - ii. The Union shall advise the employer of the amount to be deducted for each pay period at the employer's workplace and any changes to that amount;
 - iii. deduction of union membership fees shall only occur in each pay period in which payment has or is to be made to an employee; and
 - iv. there shall be no requirement to make deductions for casual employees with less than two months' service (continuous or otherwise).
- (ii) 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 employer to deduct. Where the employee passes any such written authorisation to the Union, the Union shall not pass the written authorisation on to the employer without first obtaining the employee's consent to do so. Such consent may form part of the written authorisation.
- (iii) Monies so deducted from employees' pay shall be remitted to the Union on either a weekly, fortnightly, monthly or quarterly basis at the employer's election, together with all necessary information to enable the reconciliation and crediting of subscriptions to employees' membership accounts, provided that:
 - i. where the employer has elected to remit on a weekly or fortnightly basis, the employer shall be entitled to retain up to five percent of the monies deducted; and
 - ii. where the employer has elected to remit on a monthly or quarterly basis, the employer shall be entitled to retain up to 2.5 per cent of the monies deducted.
- (iv) Where the 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.
- (v) The Union shall advise the employer of any change to the amount of membership fees made under its rules, provided that this does not occur more than once in any calendar year. Such advice shall be in the form of a schedule of fees to be deducted specifying either weekly, fortnightly, monthly or quarterly as the case may be. The Union shall give the employer a minimum of two months' notice of any such change.
- (vi) An employee may at any time revoke in writing an authorisation to the employer to make payroll deductions of Union membership fees.

- (vii) Where an employee who is a member of the Union and who has authorised the employer 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 employer in order for payroll deductions of Union membership fees to cease.
- (viii) The above variations shall take effect:
 - i. In the case of employers which currently deduct Union membership fees, or whose payroll facilities are carried out by way of an outsourcing arrangement, or whose payroll calculations are made through the use of computerised means, from the beginning of the first pay period to commence on or after 12 September 2003;
 - ii. In the case of employers who do not fall with sub-paragraph (i) above, but who currently make deductions, other than Union membership fee deductions or mandatory deductions (such as taxation instalments or superannuation contributions) from employees' pay, or have in place facilities to make such deductions, from the beginning of the first pay period to commence on or after 12 December 2003;
 - iii. For all other employers, from the beginning of the first pay period to commence on or after 12 March 2004.

8. Additional Rates and Allowances

- (i)
 - (a) Leading Hand - Employees placed in charge of other employees shall be paid a weekly allowance as set out in Item 1 of Tables 5A and 5B - Other Rates and Allowances, of Part B, Monetary Rates, in addition to the ordinary wages (provided that the provisions of this paragraph shall not apply to Building Services Employees Grade 2).
 - (b) Leading Hand (Qualified) - Employees, who have attained the qualification Certificate IV Asset Maintenance, and are placed in charge of other employees shall be paid a weekly allowance as set out in Item 1 of Tables 5A and 5B - Other Rates and Allowances, of Part B, Monetary Rates, in addition to the ordinary wages and any other allowance payable in respect of being placed in charge of other employees.
- (ii) Part-time employees shall be paid pro rata of the above weekly rates, with a minimum payment as for 25 hours per week.
- (iii) Qualification Allowance - This allowance ceases to apply to employees as of 1 March 2001. Provided that any employee who has completed successfully the Cleaning Supervisors Course at the Sydney Technical College, or a course deemed by the employer to be of equivalent qualification and was paid the allowance as at 1 March 2001, shall continue to be paid an additional weekly allowance as set out in Item 2 of the said Tables 5A and 5B.
- (iv) A part-time employee who has successfully completed the course specified in subclause (iii) of this clause, or a course deemed by the employer to be of equivalent qualification and was paid the allowance as at 1 March 2001, shall continue to be paid the amount specified in the said subclause (iii) on a pro rata basis.
- (v) First-aid - Where an employee is a qualified first-aid attendant and such qualification is required by the employer, such employee shall be paid an allowance each day or shift as set out in Item 3 of Tables 5A and 5B.
- (vi) Refuse Disposal - Employees engaged for the major portion of their time on refuse disposal, sorting or feeding of incinerators, furnaces, crushers or compactors shall be paid an additional allowance per day or shift as set out in Item 4 of Tables 5A and 5B.

- (vii) Toilet Cleaning - At sites other than sites cleaned under contracts defined as New South Wales Government Sites Cleaning Contracts pursuant to subclause (vii) of clause 3, Definitions, Employees whose duties include cleaning 1 to 10 toilet cubicles and/or urinals shall be paid an additional allowance per day as set out in Item 5 of Tables 5A and 5B. Where an employees duties include cleaning more than 10 toilet cubicles and/or urinals they shall be paid an additional allowance per day as set out in Item 5 of Tables 5A and 5B. Provided that;
- (a) this allowance shall not be payable where the duties of an employee in and around ablution facilities only involves periodic checking and reporting on levels of cleanliness and/or replenishment of supplies.
 - (b) an allowance for cleaning toilets as prescribed by this subclause clause shall not apply to employees of contractors engaged to perform work in public hospitals.
- (viii) Hygiene Maintenance Allowance - At sites cleaned under contracts defined as New South Wales Government Sites Cleaning Contracts pursuant to subclause (vii) of clause 3, Definitions, Employees whose duties include
- (a) cleaning toilets, or
 - (b) cleaning cells in police stations, or
 - (c) cleaning of offensive substances (blood or bodily fluids) or,
 - (d) more than one or all of the following duties:
 - (1) refuse disposal and/or sorting for incinerators and furnaces, cleaning of ablution facilities, clearing of minor plumbing blockages, receiving appropriate stores or minor repair of non-electrical equipment;
 - (2) cleaning toilets, including cleaning toilets twice by reason of use of these amenities by persons occupying school premises for other than school work or by students attending evening continuation classes. Provided that toilets of both sexes may be cleaned by either male or female cleaners as long as appropriate steps are taken to ensure that the lavatories are not in use at the time of cleaning. Appropriate warning signs are to be supplied by the employer;
 - (3) using multipurpose machines, mobile sweeping machines, and other similar mechanical equipment and operating fork lifts;
 - (4) moving furniture for more than three hours on any day or shift,
- shall be paid an additional allowance per day or shift as set out in Item 6 of Tables 5A and 5B:
- (ix) Steam Cleaners and Window Cleaners - Employees working on the exterior of multi-storied buildings from swinging scaffolds, bosun's chairs or similar devices shall be paid an additional allowance for each hour or part thereof worked as set out in Item 7 of Tables 5A and 5B.
- (x) Broken Shifts - Employees working broken shifts shall be paid an allowance per week as an excess fares allowance in addition to the rates otherwise payable under this award as set out in Item 8 of Tables 5A and 5B.
- (xi) Locomotion using vehicle - Where an employee is required by the employer to use a motor vehicle (including a motor cycle) for the purposes of transporting cleaning equipment necessary for the carrying out of the employees duties, such vehicle shall be supplied and maintained by the employer but, where an employee by arrangement with the employer provides the employees own vehicle the employee shall, in addition to all payments otherwise due to such employee, be paid an allowance as set out in Item 9 of Tables 5A and 5B.

The amount specified shall be payable for the actual kilometres travelled by the employees vehicle each week in connection with the employees employment, which shall include kilometres travelled to and from the place where the vehicle is customarily housed.

- (xii) Locomotion using bicycle - Where an employee supplies a bicycle for use in the employer's business, the employee shall be paid an allowance as set out in Item 10 of Tables 5A and 5B.
- (xiii) Travelling Time - Where an employee is sent to work from an employer's recognised place of business, the employer shall pay travelling time at the appropriate ordinary time rate from such place of business to the job and, if the employee is required to return the same day to the employer's place of business, the employer shall pay all travelling time at the appropriate ordinary time rate to the place of business. An employee sent for duty to a place other than such employees regular place of duty, or required by the employer to attend a court or any inquiry in connection with the employees employment, shall be paid all travelling expenses.
- (xiv) Travel Allowance - Where an employee is required to cease or to commence duty at a time when the usual means of conveyance are not available the employee shall, at the employer's expense, be conveyed to a point nearest the employees home or place of duty to which such employee ordinarily would proceed during hours of public conveyance. Where an employee is required to work on more than one site in a day or shift such employee shall be paid the appropriate travelling allowance as set out in Item 11 of Tables 5A and 5B for the distance between the sites where the employee necessarily incurs cost in such travel.
- (xv) Broken Hill Remote Area Allowance - Employees in the County of Yancowinna, pursuant to the New South Wales Government Sites Cleaning Contracts, shall receive a remote area living, climatic and disability allowance per week as set out in Item 12 of Tables 5A and 5B, to be known as the "Broken Hill - remote area allowance". Existing employees as at the date of the making of this award working in locations in the Western Division of the State, shall continue to receive a weekly allowance as a remote area living, climatic and disability allowance as salary make-up pay.
- (xvi) Pool/Spa Allowance - Where an employee is required to clean the inside of swimming pools, hydrotherapy pools, spas, and the like, such employee shall be paid an allowance as set out in Item 13 of Tables 5A and 5B.
- (xvii) Hospital Cleaners - Subject to paragraph (b) of subclause (vii) of this clause, the various categories of employees of contractors engaged to perform work in hospitals shall be paid, if so entitled, the additional rates and allowances contained in Item 14 to 16 of Tables 5A and 5B.
- (xviii) In addition to any entitlement arising under subclause (xvii) of this clause, the various categories of employees shall be paid, if so entitled, the additional rates and allowances pertaining only to work in hospitals:
 - (a) Infection allowance - Employees working in infectious areas or areas affected by infectious disease provisions shall be paid an allowance as set out in Item 14 of Tables 5A and 5B.
 - (b) For each shift or part thereof during which an employee is engaged handling linen of a nauseous nature other than linen sealed in bags, the employee shall be paid an allowance as set out in Item 15 of Tables 5A and 5B.
 - (c) Uniforms or overalls shall be supplied free of cost to each employee by their employer. Where an employee launders a uniform supplied by the employer, an allowance shall be paid as set out in Item 16 of Tables 5A and 5B.
- (xix) Forklift Driving Allowance - Where an employee is required by the employer to drive a forklift truck, then such employee shall be paid an allowance each week as set out in Item 20 of Tables 5A and 5B.

The employer shall ensure that any employee required to drive a forklift truck shall be sufficiently competent in accordance with the appropriate legislation.

- (xx) **Offensive Cleaning** - An employee required to clean premises which are in a grossly offensive condition shall be paid an allowance as set out in Item 21 of Tables 5A and 5B.

Offensive Cleaning includes but is not limited to any of the following:

The cleaning of areas which are substantially soiled by human or animal excrement;

The cleaning of areas which are substantially soiled by faeces or other bodily fluids.

Such allowance shall be paid in addition to any other allowance which may be payable under this award. For the purposes of this clause, the cleaning of toilets of itself shall not warrant the payment of this allowance.

This subclause shall not apply to employees engaged to work on New South Wales Government Sites Cleaning Contracts as defined in subclause (vii) of Clause 3 Definitions.

9. Saturday and Sunday Work

- (i) All employees required to work their ordinary hours on a Saturday shall be paid the hourly rate applicable for their classification as set out in the appropriate table in Part B, Monetary Rates.
- (ii) All employees required to work their ordinary hours on a Sunday shall be paid the hourly rate applicable for their classification as set out in Sunday (A) in the appropriate table in Part B, Monetary Rates.
- (iii) Employees who as at 19 January 1994 received double time for ordinary hours of work on a Sunday shall continue to do so and shall be paid the hourly rate applicable for their classification as set out in Sunday (B) in the appropriate table in Part B, Monetary Rates.
- (iv) An employee required to work ordinary hours on a Sunday shall be paid a minimum of three hours for each start, except where the provisions of paragraphs (a) or (b) of subclause (iii) of clause 12, Part-time Employees, applies, in which case a minimum of two hours shall apply.
- (v) Employees required to work on a Sunday not part of their ordinary hours shall be paid for all time so worked at double time.

10. Overtime and Meal Allowances

- (i) Subject to clause 9, Saturday and Sunday Work, for all work done outside the ordinary hours the rate of pay shall be time and one half for the first two hours and double time thereafter. In computing overtime, each day's work shall stand alone.
- (ii) Employees required to work two hours or more overtime after their normal shift shall receive a 20-minute crib break at the end of the normal shift at the ordinary time rate of pay. If overtime extends beyond a total of four hours, a further 20-minute crib break at overtime rates shall be granted.
- (iii) **Meal Allowances** - Where an employee is required to work overtime in excess of two hours on any day or shift without being notified of such requirement on or prior to the termination of work on the previous day or shift, as the case may be, the employee shall be paid an allowance as set out in Item 17 of Tables 5A and 5B - Other Rates and Allowances, of Part B, Monetary Rates, or be supplied with a meal to the value of such rate and, if required to work four or more hours overtime, shall be paid an allowance as set out in Item 18 of the said Tables 5A and 5B or be supplied with a meal to the value of such rate for each four hours of overtime worked.
- (iv) **Reasonable Hours** -
 - a. Subject to sub-clause b, an employer may require an employee to work reasonable overtime at overtime rates or as otherwise provided for in this award.

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

11. Call Back and Rest Break

- (i) An employee required to attend the employer's premises and/or the premises of a client or clients of an employer for any reason other than carrying out the employees rostered duties after leaving the employees place of employment (whether notified before or after leaving the employees place of employment), shall be paid a minimum of four hours' pay at the appropriate rate for each such attendance; provided that this subclause shall not apply where a period of duty is continuous (subject to a meal break) with the completion or commencement of ordinary working time.
- (ii) Rest Period After Overtime - Where overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least ten consecutive hours off duty between the work of successive days.

An employee who works so much overtime between the termination of the employees ordinary work on one day and the commencement of the employees ordinary work on the next day that the employee has not had at least ten consecutive hours off duty between those times shall, subject to this subclause, be released after completion of such overtime until the employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. It is the employees responsibility to have the required break but if, on the instructions of their employer, such an employee resumes or continues work without having had such ten consecutive hours off duty, the employee shall be paid at double rates until the employee is released from duty for such period and the employee shall then be entitled to be absent until the employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

The provisions of this subclause shall apply, in the case of shift workers, as if eight hours were substituted for ten hours when overtime is worked.

12. Part-Time Employees

- (i) Part-time employees may be employed under the terms of this award, subject to the following conditions:
 - (a) Such employees shall be engaged by the week for a constant number of ordinary hours each week less than the ordinary number of hours prescribed for full-time employees.
 - (b) Such employees shall be paid in accordance with the appropriate provisions of clause 7, Wages.
- (ii) Part-time employees may be employed on broken shifts as follows:
 - (a) Any such employment shall be worked in no more than two shifts per day over five consecutive days within the spread of hours prescribed for broken shift workers in subclause (i) of clause 5, Hours.

- (b) Employees so employed shall be paid a minimum payment of 20 ordinary hours per week (or four hours per day) at the appropriate hourly rate. Any penalty or overtime payment or any entitlement which may arise under any other provision(s) of this award shall be paid in addition.
 - (c) Any third or subsequent shifts or start per day shall be covered by the provisions of clause 11, Call Back and Rest Break.
- (iii) Subject to paragraphs (a), (b) and (c) of this subclause, part-time employees shall be paid a minimum payment of three hours at the appropriate ordinary hourly rate for each start, provided that:
 - (a) Where only one employee is employed at a small location, the employee shall work and be paid on a one-shift basis of no less than two hours where the total assessed cleaning area is 500 square metres or more, and no less than one hour where the total assessed cleaning area is less than 500 square metres.
 - (b) Where two or more employees are employed at a location, one employee may be employed and paid on a one-shift basis of no less than two hours each day (i.e., ten ordinary hours per week) at the appropriate rate; provided that the other employees are engaged in accordance with the minimum start provisions as provided for elsewhere in this award.
 - (c) Employees shall be paid a minimum payment of two hours at the appropriate rate for each start on a Saturday where that shift is overtime or where the shift is ordinary time and only one employee is employed in the building or location.
 - (d) The said minimum payments shall not be in substitution for any penalty or overtime payment which may arise under any other provision(s) of this award.
 - (e) The provisions of paragraphs (a), (b) and (c) of this subclause also apply to casual employees as defined in subclause (iv) of clause 3, Definitions.
- (iv) By agreement with the employer, a part-time employee who normally works their ordinary hours on a one-shift basis (rather than as a broken shift) may, on a Monday or a Friday only, work an additional shift despite the provisions of clause 5, Hours; provided that:
 - (a) this subclause shall apply only to establishments which are open and trade for seven days of the week; and
 - (b) this subclause shall not apply to employees engaged pursuant to the New South Wales Government Sites Cleaning Contracts pursuant to subclause (vii) of clause 3, Definitions.
- (v) Second Engagement for Full-time Employees at the Part-time Rate - After the cessation of ordinary hours of work, a full-time employee may be engaged on a second engagement as a part-time employee with the same employer on the following basis:
 - (a) The second engagement as a part-time employee shall be a separate engagement from the employees full-time position and will attract and be paid all award and statutory entitlements.
 - (b) Termination of employment in either engagement shall not prejudice employment in the other engagement.
 - (c) The hours of work in the part-time second engagement shall, as far as possible, be continuous with the cessation of the ordinary hours of work as a full-time employee.
 - (d) The part-time second engagement shall be for a constant number of ordinary hours per week less than the ordinary number of hours prescribed for full-time employees in subclause (ii) of clause 3, Definitions.

- (e) Full-time employees working extended ordinary hours in accordance with subclause (ii) of clause 5, Hours, shall not be engaged on a second engagement as a part-time employee, and are excluded from the provisions of this subclause.
- (vi) Employees under this award engaged as part-time employees may, by mutual agreement, work additional hours above their regular rostered hours for the purposes of relieving a short term absence, provided that such additional hours are continuous with the cessation of their regular rostered ordinary hours. Such additional hours shall be paid at the casual rate of pay as set out in Column C of Tables 1A and 1B - Wages - Cleaning Services Stream, Tables 2A and 2B - Wages - Property Services Stream, and Tables 4A and 4B - Wages - Hospital Cleaners, of Part B, Monetary Rates. The said rate of pay shall be the minimum ordinary rate of pay in respect of ordinary hours worked Monday to Friday. All hours worked in excess of eight ordinary hours shall be paid at the appropriate overtime rates in accordance with clause 10, Overtime and Meal Allowances, of this award. Such additional hours shall attract an entitlement to superannuation and shall be separately identified on an employees payslip.

13. Casual Employees

Casual employees may be employed under the terms of this award, subject to the following conditions:

- (i) The definition of a casual employee (see subclause (iv) of clause 3, Definitions).
- (ii) The ordinary hours of work of casual employees shall be subject to the limitations applicable to full-time employees. Provided that the provision for the part-time employees in subclause (xi) of clause 3, Definitions, shall also apply to casual employees.
- (iii) A casual employee shall be paid a minimum of three hours for each engagement, unless otherwise provided for in this award, except where engaged pursuant to the provisions of subclause (iii) of clause 12, Part-time Employees.
- (iv) Payment of Wages - Casual employees shall be paid, by electronic funds transfer into a bank or other such account, all moneys that are due on termination or completion of engagement on the next working day after such termination or completion; provided that payment may be made by cheque and sent by pre-paid post to the employee on the next working day after termination if so requested by the employee.
- (v) The rate of pay for a casual employee as set out in Column C of Tables 1A and 1B - Wages - Cleaning Services Stream, of Part B, Monetary Rates, is inclusive of any payment due to an employee in lieu of annual leave.

14. Supported Wage

- (i) Definitions - This clause defines the conditions which will apply to employees who, because of the effects of a disability, are eligible for a supported wage under the terms of this award. In the context of this clause, the following definitions will apply:
 - (a) "Supported Wage System" means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in Supported Wage System: Guidelines and Assessment Process.
 - (b) "Accredited Assessor" means a person accredited by the management unit established by the Commonwealth under the Supported Wage System to perform assessments of an individual's productive capacity within the Supported Wage System.
 - (c) "Disability Support Pension" means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act* 1991, or any successor to that scheme.

- (d) "Assessment Instrument" means the form provided under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.
- (ii) Eligibility Criteria - Employees covered by this clause will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this award, because of the effects of a disability on their productivity capacity, and who meet the impairment criteria for receipt of a Disability Support Pension.

(This clause does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers' compensation legislation or any provision of this award relating to the rehabilitation of employees who are injured in the course of their current employment.)

(This award does not apply to employers in respect of their facility, program, undertaking, service or the like which receives funding under the *Disability Services Act* 1986 and fulfils the dual role of service provider and sheltered employer to people with disabilities who are in receipt of, or are eligible for, a disability support pension, except with respect to an organisation which has received recognition under section 10 or section 12A of the said Act or, if a part only has received recognition, that part.)

- (iii) Supported Wage Rates - Employees to whom this clause applies shall be paid the applicable percentage of the rate of pay prescribed by this award for the class of work which the person is performing, according to the following schedule:

Assessed Capacity (subclause (d))	Percentage of Prescribed Award Rate
10% *	10
20%	20
30%	30
40%	40
50%	50
60%	60
70%	70
80%	80
90%	90

(Provided that the minimum amount payable shall not be less than the amount as set out in Item 19 of Tables 5A and 5B - Other Rates and Allowances, of Part B, Monetary Rates.

* Where a person's assessed capacity is 10 per cent, they shall receive a high degree of assistance and support.

- (iv) Assessment of Capacity - For the purpose of establishing the percentage of the award rate to be paid to an employee under this award, the productive capacity of the employee will be assessed in accordance with the Supported Wage System and documented in an assessment instrument by either:
- the employer and a union party to the award, in consultation with the employee or, if desired, by any of these;
 - the employer and an accredited assessor from a panel agreed to by the parties to the award and the employee.
- (v) Lodgement of Assessment Instrument -
- All assessment instruments under the conditions of this clause, including the appropriate percentage of the award wage to be paid to the employee, shall be lodged by the employer with the Registrar of the Industrial Relations Commission of New South Wales.

- (b) All assessment instruments shall be agreed to and signed by the parties to the assessment; provided that, where a union which is party to the award/agreement is not a party to the assessment, it shall be referred by the Registrar to the union by certified mail and shall take effect, unless an objection is notified to the Registrar within ten working days.
- (vi) Review of Assessment - The assessment of the applicable percentage should be subject to annual review, or earlier on the basis of a reasonable request for such a review. The process of review shall be in accordance with the procedures for assessing capacity under the Supported Wage System.
- (vii) Other Terms and Conditions of Employment - Where an assessment has been made, the applicable percentage will apply to the wage rate only. Employees covered by the provisions of this clause will be entitled to the same terms and conditions of employment as all other employees covered by this award paid on a pro rata basis.
- (viii) Workplace Adjustment - An employer wishing to employ a person under the provisions of this clause must take reasonable steps to make changes in the workplace to enhance the employees capacity to do the job. Changes may involve redesign of job duties, working time arrangements and work organisation in consultation with other employees in the area.
- (ix) Trial Period -
 - (a) In order for an adequate assessment of the employees capacity to be made, an employer may employ a person under the provisions of this clause for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
 - (b) During the trial period, the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.
 - (c) The minimum amount payable to the employee during the trial period shall be no less than the amount as set out in Item 19 of Tables 5A and 5B - Other Rates and Allowances, of Part B, Monetary Rates.
 - (d) Work trials should include induction or training as appropriate to the job being trialed.
 - (e) Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into, based on the outcome of assessment under subclause (iv) of this clause.

15. Payment of Wages

- (i) The employer shall pay wages and other moneys to employees either weekly or fortnightly, depending on the employer's pay period, and the time of payment shall not be more than 48 hours from the time when such wages become due and shall not be later than Thursday in each week. An employer may pay in cash or by cheque or electronic funds transfer; provided that payment other than in cash shall not remove the obligation to pay as prescribed by this clause.
- (ii) The employer shall specify the day upon which wages shall be paid, in accordance with subclause (i) above, and any employee who is not paid on such day shall be paid overtime rates for all time subsequently worked until payment is made. Provided further that where an employee is normally paid on the job or at the work site and such employee is rostered off duty on a day which coincides with pay day, then such employee shall be paid no later than the working day immediately following pay day.
- (iii) Should a pay be miscalculated or incorrectly shown on a payslip, the right to claim waiting time shall be waived, provided that the employee has been paid the ordinary base rate of pay and provided, further, that such underpayment or error is corrected and paid to the employee within five working days of notification by the employee to the pay office of the employer concerned. Where such underpayment or error is not corrected and paid to the employee within five working days then waiting time as provided

for in subclause (ii) of this clause shall apply. For the purposes of this subclause, working days shall mean week days.

- (iv) An employee, other than a casual employee, shall be paid their termination monies by no later than within five working days of the date of the termination.

16. Relieving in Other Positions Or Classifications

- (i) An employee required to work in another position or classification for 50 per cent or more of the ordinary hours rostered for their day or shift, on duties carrying a higher rate of pay than the employees ordinary classification, then such employee shall be paid the higher rate for the whole of such day or shift; provided that where an employee is engaged for less than 50 per cent of their ordinary hours on any day or shift, then the employee shall be paid the higher rate for time so worked only.
- (ii) An employee who is called upon to perform duties for which a lower rate of pay is fixed shall not suffer any reduction in pay for the carrying out of such duties.

17. Miscellaneous Conditions

- (i) Clothing - Clean clothing shall be supplied where the employer requires such to be worn.
- (ii) Cleaning Materials - All cleaning materials and equipment shall be supplied by the employer.
- (iii) Boiling Water - Hot water shall be provided by the employer where practicable.
- (iv) Accommodation for Meals - Employers shall allow employees to eat their meals in a suitable place protected from the weather, and every such employee shall leave such place in a thoroughly clean condition.
- (v) The following items, which shall remain the property of the employer, shall be supplied to employees:
 - (a) Rubber Boots - Where employees are required to work in water or in "wet areas" such as toilet ablution blocks and external areas where water is used as part of the cleaning process.
 - (b) Rubber Gloves - Where employees are required to clean toilets or to use acids or other injurious substances.
 - (c) Dressing Accommodation - Suitable dressing rooms or dressing accommodation and lockers where it is necessary or customary for employees to change their dress or uniform.
 - (d) Protective Clothing - Suitable wet weather clothing, including a waterproof coat or cape, waterproof hat, trousers and boots, where an employee is required to work in inclement weather.
 - (e) Eye goggles for cleaners who are required to empty rubbish tins and tend incinerators, or work in areas where airborne particles are a hazard.
 - (f) Long rubber gloves when using detergents or similar cleaning chemicals.
 - (g) Leather gloves for cleaners who are required to collect rubbish bins, carry refuse and sweep outside areas.
 - (h) Broad brim hats for cleaners who are required to work out of doors.
- (vi) Lifting of Weights - An employee shall not be required or permitted to lift or carry by hand a greater weight than that prescribed in the Occupational Health and Safety (Manual Handling) Regulation 1991 to the *Occupational Health and Safety Act 2000*.

Each machine or item of equipment required to be used by an employee having a net weight of over nine kilograms shall have attached to it a painted sign or permanent label specifying the net weight (in kilograms) of such machine or item of equipment.

- (vii) Security Licence - Where an employee is required to hold either a Class 1A or 1B licence pursuant to the provisions of the *Security Industry Act 1997* and the Security Industry Regulation 1998 such employee shall have the cost of such licence reimbursed by the employer on completion of each 12 months' service on production by the employee of the original receipt issued by the New South Wales Police Department.
- (viii) Pest Control Licence - Where an employee is required to hold a pest control licence or permit, such employee shall have the cost of such licence reimbursed by the employer.
- (ix) Medical Examinations - Employees who are engaged to carry out pest control duties under this award shall undergo medical examinations every 12 months. The cost of such medical examinations shall be met by the employer. The employer is to keep records of such medical examinations, which shall be made available to the employee concerned on request.
- (x) High Cleaning - After 5.00 p.m., employees shall not be required to clean the outside of windows above the ground floor or the inside of windows if the employee is required to work more than three metres from the floor level.
- (xi) Protective Clothing - Where cleaners are required to clean areas designated by the employer to be "high risk" the following protective clothing must be provided as a minimum:-

Disposable overalls

Appropriate gloves suitable for the work to be performed

Face Masks

Goggles

Appropriate protective footwear suitable for the work being performed.

In addition cleaners who are required to work in areas designated by the employer to be "high risk" areas shall be provided with Hepatitis C and/or A vaccinations. Such vaccinations shall be provided to the employee at the employer's cost.

18. Public Holidays

- (i) The following holidays shall be observed: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Eight Hour Day, Christmas Day and Boxing Day and any day which may hereafter be proclaimed as a public holiday throughout the State and the picnic day of the union, which shall be held on the first Monday in August each year.

Where a substituted day is proclaimed or gazetted to replace any of the above days, the substituted day shall be the public holiday in lieu of the original day.

- (ii) For employees other than those engaged pursuant to the New South Wales Government Sites Cleaning Contracts, picnic day shall be held as follows:
 - (a) An employer may substitute an alternative Monday or Friday within a six-month period of the first Monday in August as an alternative picnic day holiday, provided that the employees are notified in writing as at the first Monday in August of the date of such alternative day and, provided further, where an employees employment is terminated and the employee has not taken an alternative day, the employee shall be paid an additional day's pay on termination of employment.

- (b) Where another day is observed as a holiday by the general body of workers in any building or establishment where the employee is usually employed, then such day shall be substituted for the picnic day of the union for such employees not required to work in that building or establishment on that day.
- (iii) For employees engaged pursuant to the New South Wales Government Sites Cleaning Contracts the date the picnic day is to be taken at the various sites shall be agreed between the employer and the union by December of the year before the picnic day is due to be taken.
- (iv) Full-time and part-time employees shall be entitled to the above holidays without loss of pay.
- (v) Employees shall be paid at the rate of double time and one half for all time worked on the above public holidays, with a minimum payment of three hours, except where the provisions of paragraphs (a) or (b) of subclause (iii) of clause 12, Part-time Employees, applies, in which case a minimum of two hours shall apply.
- (vi) Except where a full-time or part-time employee is dismissed for serious and wilful misconduct, such an employee whose services are terminated by notice given by an employer to expire ten days or less before a public holiday or a group of public holidays, shall be entitled to be paid for such holiday or group of holidays in accordance with subclauses (i) and (ii) of this clause.
- (vii) Seven-day Shift Workers -
 - (a) Where a public holiday occurs on a rostered day off of a seven-day shift worker, other than an RDO given pursuant to the provisions of clause 6, Rostered Days Off (RDO), and:
 - (1) Such employee is not required to work on that day, the employer shall add an additional day's pay to the employees weekly wage in respect of such day.
 - (2) The employer may, in lieu of the payment prescribed in subparagraph (1) of this paragraph, add a day to the employees annual leave.
 - (3) The provisions of this clause shall not apply to a part-time weekend employee as defined in subclause (iii) of clause 3, Definitions.
 - (4) The provisions of subparagraphs (i) and (ii) of this paragraph shall not apply to employees engaged on a non-rotating roster.

19. Annual Leave

- (i) See *Annual Holidays Act 1944*.
- (ii) Seven-day Shift Workers -
 - (a) In addition to the leave prescribed by the said Act, a further period of one week's leave at the appropriate ordinary rate shall be allowed annually to employees after not less than 12 months continuous service as seven-day shift workers under this award.
 - (b) An employee with 12 months continuous service who is employed for part of the 12-month period as a seven-day shift worker under this award shall be entitled to have the leave prescribed by the said Act increased by an amount of 3.5 hours for each month such employee is continuously employed as aforesaid.
 - (c) Where the additional leave calculated under this subclause includes a fraction of a day, such fraction shall not include a part of the leave period and any fraction shall be discharged by payment only.

- (d) For the purpose of this clause, a seven-day shift worker means a weekly employee who is employed in accordance with the provisions of subclause (xvi) of clause 3, Definitions, and subclause (v) of clause 18, Public Holidays, and shall not include a part-time weekend employee as defined in subclause (iii) of the said clause 3.
- (iii) Employees employed pursuant to a New South Wales Government Sites Cleaning Contract who are employed within the County of Yancowinna shall be entitled to five weeks annual leave each year.
- (iv) The rates of pay for casual employees as set out in Column C of Tables 1A to 4B of Part B, Monetary Rates, shall be inclusive of any payment due to employees in lieu of annual leave.

20. Annual Leave Loading

- (i) During a period of annual leave, a full-time employee shall receive a loading calculated at the rate of 17.5 per cent of the day shift rate of pay for a cleaner as set out in Tables 1A and 1B - Wages — Cleaning Services Stream, of Part B, Monetary Rates. The loading will be paid in addition to the rates of pay paid for the applicable period of leave and in addition to the benefits prescribed by clause 19, Annual Leave.
- (ii) During a period of annual leave, a part-time employee shall receive a loading calculated at the rate of 17.5 per cent of the employees ordinary time rate. The loading will be paid in addition to the benefits prescribed by the said clause 19.
- (iii) When the employment of an employee terminates for a cause other than misconduct or resignation 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, such employee shall be paid a loading calculated in accordance with subclauses (i) and (ii) of this clause for the period of leave not taken.

21. Sick Leave

- (i) An employee who, after not less than three months' continuous service with the employer, is unable to attend for duty during the employees ordinary working hours by reason of personal illness or incapacity not due to the employees own serious or wilful misconduct, shall be entitled to be paid at ordinary time rates of pay for the time of such non-attendance, subject to the following conditions and limitations:
 - (a) The employee shall not be entitled to paid leave of absence for any period in respect of which such employee is entitled to payment under the *Workers' Compensation Act 1987*, the *Workers Compensation Legislation Act 1998* and the *Workplace Injury Management and Workers Compensation Act 1998*.
 - (b) The employee shall, where practicable, three hours before the commencement of the shift, or in any case within 24 hours of the commencement of such absence, inform the employer of the employees inability to attend for duty and, as far as possible, state the nature of the injury or illness and the estimated duration of the absence.
 - (c) The employee shall furnish to the employer satisfactory evidence 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. A statutory declaration shall be deemed to be satisfactory evidence for the first three single day absences in any one sick leave year and thereafter an employer may accept statutory declarations at the employer's discretion.
 - (d) Subject to subclause (iii) of this clause, the employee shall not be entitled in the first year of service to more than five days' sick leave and to not more than ten days' sick leave in the second and subsequent years of service.
 - (e) Subject to subclause (iv) of this clause, during the first year of employment an employee shall be entitled to sick leave on the following basis:

After the first two months of continuous service - 1 day;

after four months' completed service - 2 days;
after six months' completed service - 3 days;
after eight months' completed service - 4 days;
after ten months' completed service - 5 days.

- (f) During the second and each subsequent year of service, an employee shall be entitled to ten days' sick leave.
- (ii) Part-time Employees - For the purposes of this clause, part-time employees shall be entitled to sick leave in accordance with paragraph (d) of subclause (i) of this clause. A Part-time employees payment for sick leave, shall be based on the number of ordinary hours for which the employee was rostered to work on the day or days of the absence.
- (iii) Cumulative Sick Leave - The rights under this clause shall accumulate from year to year so that any part of the entitlement which has not been allowed in any year may, subject to the conditions prescribed by this clause, be claimed by the employee and shall be allowed by the employer in any subsequent year of employment.
- (iv) Definition of Continuous Service -
 - (a) For the purpose of this clause, continuous service shall be deemed not to have been broken by:
 - (1) any absence from work on leave granted by the employer; or
 - (2) any absence from work by reason of personal illness, injury or other reasonable cause (proof whereof shall, in each case, be upon the employee); provided that time so lost shall not be taken into account in computing the qualifying period of three months.
 - (b) Service before the date of coming into force of this award shall be taken into account in computing the qualifying period of three months.
 - (v) Attendance at Hospital - Notwithstanding anything contained in subclause (i) of this clause, a full- time or part-time employee suffering injury or illness arising out of and in the course of the employees employment (not being an injury in respect of which the employee is entitled to workers' compensation benefits), necessitating attendance during working hours on a doctor, chemist or trained nurse, or at a hospital, shall not suffer any deduction from such employees pay for the time (not exceeding four hours) so occupied on the day of the accident and shall be reimbursed by the employer for all expenses, including fares, reasonably incurred in connection with such attendance.
 - (vi) Employees engaged pursuant to the New South Wales Government Sites Cleaning Contracts shall be entitled to the transfer of all accrued sick leave whilst employed by the Government Cleaning Service as set out in the New South Wales Government Sites Cleaning Contracts.

22. 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 as set out in subparagraph (2) of paragraph (c) of this subclause, who needs the employees care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for in clause 21, Sick Leave, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.
 - (b) The employee shall, if required, establish, either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.

- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (1) the employee being responsible for the care of the person concerned; and
 - (2) the person concerned being:
 - (A) a spouse of the employee; or
 - (B) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (C) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - (D) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (E) a relative of the employee who is a member of the same household where, for the purposes of this subparagraph:
 - (1) "relative" means a person related by blood, marriage or affinity;
 - (2) "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - (3) "household" means a family group living in the same domestic dwelling.
- (d) An employee shall, wherever practicable, give the employer notice, prior to the absence, of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.
- (ii) Unpaid Leave for Family Purpose -
 - (a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person as set out in subparagraph (2) of paragraph (c) of subclause (i) who is ill.
- (iii) Annual Leave -
 - (a) An employee may elect with the consent of the employer, subject to the *Annual Holidays Act* 1944, to take annual leave not exceeding five days in single day periods, or part thereof, in any calendar year at a time or times agreed by the parties.
 - (b) Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be 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.
- (iv) Time Off in Lieu of Payment for Overtime -
 - (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.

- (b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is, an hour for each hour worked.
 - (c) If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason, payment for the time accrued at overtime rates shall be made at the expiry of the 12-month period or on termination.
 - (d) Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the award.
- (v) Make-up Time -
- (a) An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off ordinary hours and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
 - (b) An employee 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.
- (vi) Rostered Days Off -
- (a) An employee may elect, with the consent of the employer, to take a rostered day off at any time.
 - (b) An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.
 - (c) An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.
 - (d) This subclause is subject to the employer informing each union which is both party to the award and which has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.

23. Bereavement Leave

- (i) An employee, after one month's continuous employment with the employees present employer and on production of evidence satisfactory to that employer shall, on the death of a person as prescribed in subclause (iii) of this clause, be granted a maximum of three days on full pay in any one year as bereavement leave, provided that such leave shall be granted to an employee in respect of the death of a person prescribed in the said subclause (iii) outside Australia if such employee attends the funeral and subsequently returns to the employees employment, in which case, the payments for such leave shall be made to the employee upon such employees return. Provided, furthermore, that where a memorial service in the year of the death is held within Australia for a death overseas, bereavement leave of one day's duration shall be provided where satisfactory evidence is produced to the employer.
- (ii) The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will, if required by the employer, provide, to the satisfaction of the employer, proof of death.
- (iii) Bereavement leave shall be available to the employee in respect of the death of a person prescribed for the purpose of personal/carer's leave as set out in subparagraph (2) of paragraph (c) of subclause (i) of clause 22, Personal/Carer's Leave and shall be taken to include mother in law and father in law, provided that, for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- (iv) An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.

- (v) Bereavement leave may be taken in conjunction with other leave available under subclauses (ii), (iii), (iv) (v) and (vi) of the said clause 22. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

24. Parental Leave

Employees shall be entitled to maternity, paternity or adoption leave in connection with the birth or adoption of a child, subject to and in accordance with Chapter 2, Part 4, Division 1, Parental Leave, of the *Industrial Relations Act 1996*.

25. Repatriation Leave

Employees being ex-Service personnel shall be allowed, as time worked, lost time incurred whilst attending repatriation centres for medical examination and/or treatment; provided that:

- (a) Such lost time does not exceed eight hours on each occasion.
- (b) Payment shall be limited to the difference between the ordinary wage rate for time lost and any payment received from the Department of Veterans' Affairs as a result of each such visit.
- (c) The provisions of this clause will apply to a maximum of four such attendances in any one year of service with an employer.
- (d) The employee produces evidence satisfactory to the employer that the employee is required to attend, and subsequently does attend, a repatriation centre.

26. Jury Service Leave

- (i) An 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 normal rates of pay as if working.
- (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 jury service.

27. Long Service Leave

See *Long Service Leave Act 1955*.

28. Superannuation

The subject is dealt with extensively by legislation, including the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Charge Act 1992*, the *Superannuation Industry (Supervision) Act 1993* and the *Superannuation (Resolution of Complaints) Act 1993* and section 124 of the *Industrial Relations Act 1996*. This legislation, as varied from time to time, governs the Superannuation rights and obligations of the parties.

The required superannuation contributions in accordance with the *Superannuation Guarantee (Administration) Act 1992* are as set out in subclause (iv), Contributions, of this clause.

Notwithstanding the above, the provisions in this award shall also apply.

- (i) Definitions - In this clause:
- (a) "ARF" means the Australian Retirement Fund established and governed by a Trust Deed and Rules dated 11 July 1986 (as may be amended from time to time).
 - (b) "Union" means the Australian Liquor, Hospitality and Miscellaneous Workers Union, New South Wales Branch.
 - (c) "Ordinary Time Earnings" means:
 - (1) the award classification rate;
 - (2) any overaward payment;
 - (3) any weekend and public holiday penalty rates earned by shift workers on normal rostered shifts forming the ordinary hours of duty when not worked as overtime;
 - (4) all allowances relating to work and conditions, other than expense related allowances.
- (ii) Fund -
- (a) For the purposes of this award, contributions made by employers in accordance with the provisions of subclause (iv), Contributions, of this clause shall be paid to ARF.
 - (b) An employer bound by this award shall become a participating employer by:
 - (1) forwarding to ARF a signed Admission Agreement to become a participating employer by the end of the calendar month in which admission is sought; and
 - (2) acceptance by the Trustees of ARF of the Admission Agreement.
 - (c) Each employer bound by this award shall provide every employee who is not already a member of ARF with a membership application form for ARF upon commencement of employment. Subject to section 124 of the Industrial Relations Act 1996, each employee shall be required to complete such form and the completed form shall be forwarded to ARF by each employer by the end of the calendar month in which employment commences.
- (iii) Eligibility of Employees -
- (a) An employee shall become eligible to join ARF on the day of commencement of employment.
 - (b) Subject to paragraph (a) of this subclause, an employee shall be enrolled in ARF upon the acceptance by ARF of a membership application form and shall, subject to the approval of the Trustees, be deemed to be a member of the scheme from the day of commencement of employment.
- (iv) Contributions -
- (a) Full-time Employees - An employer shall contribute to ARF, in respect of each employee, such contributions as are required to comply with the *Superannuation Guarantee (Administration) Act 1992*.
 - (b) Part-time and Casual Employees - An employer shall contribute to ARF, in respect of each employee, such contributions as are required to comply with the *Superannuation Guarantee (Administration) Act 1992*, and the *Superannuation Guarantee Charge Act 1992*, or on the basis listed below, whichever is the greater:
 - (1) For part-time employees working a broken shift, a payment of \$12.50 per week for each complete week employed.

- (2) For part-time and casual employees a payment of \$6.00 for each week in which the employee is employed.
- (3) For part-time and casual employees who, at the date of commencement of this award, were receiving \$6.50 per week a payment of \$6.50 each week the employee is employed.
- (c) An employee shall not be required to contribute during any period of unpaid leave, such as sick leave or maternity leave. An employer shall not be required to contribute during any period when an employee is entitled to receive weekly workers' compensation benefits if a contribution is not required under the *Superannuation Guarantee (Administration) Act 1992* or under any Superannuation Guarantee Ruling issued from time to time by the Australian Taxation Office.
- (d) Notwithstanding the provisions of the *Superannuation Guarantee (Administration) Act 1992*, contributions shall be paid for eligible employees earning less than \$450.00 per month.
- (e) Notwithstanding the provisions of the *Superannuation Guarantee (Administration) Act 1992*, contributions shall be paid for eligible part-time employees under 18 years of age.
- (f) Subject to the other provisions of this award, an employer shall be liable to pay contributions for an employee from the day of commencement of employment, notwithstanding that enrolment in ARF is affected subsequent to that date.
- (g) An employer shall contribute to ARF, on or before the last day of the calendar month, the total of the weekly contribution amounts accruing for that month in respect of each employee.
- (h) An employee who is a member of ARF and was having contributions paid in accordance with this award at the employees previous place of employment shall continue to have contributions paid on the employees behalf from the date of commencing employment with the current employer.
- (i) Subject to subclause (h) of this clause, no contribution shall be made for any employee unless that employee remains in employment at the end of the month in which employment commenced.

The employer shall, in respect of each employee, pay into ARF an amount equal 9 percent of the employees gross ordinary time earnings.

- (j) Contributions in accordance with this clause shall be required to be made by an employer on behalf of any employee who was over the age of 65 years as at 1 July 1997. Contributions shall continue to be made on behalf of all employees until such time as an employee turns 70 years of age.
- (k) An employer shall ensure that contributions made on behalf of an employee by the employer, in accordance with the provisions of this clause, are separately identified on the employees payslip on each occasion that wages are paid, and shall include such details as the name of the superannuation fund and the amount being contributed on the employees behalf.

29. Trade Union Training Leave

- (i) The employer shall allow 20 employees from each zone for which an employer has been awarded the contract three days leave per year, paid at the ordinary rate of pay applying to the employee at the time of taking such leave, for the purpose of attending TUTA courses or similar training.
- (ii) The employer shall consider requests for such leave from any union member employed by the employer who has been nominated by the unions.
- (iii) Permission to attend such leave by the employer shall not be unreasonably withheld.

- (iv) This clause shall only apply to employees engaged pursuant to the New South Wales Government Sites Cleaning Contracts.

30. Union Delegates

- (i) An employee appointed job delegate or co-delegate at the place in which the employee is employed shall, upon notification thereof to their employer, be recognised as the accredited representative of the union.
- (ii) An accredited job delegate or co-delegate shall be allowed the necessary time during working hours to interview the employer or their representative on matters affecting employees.
- (iii) An accredited job delegate or co-delegate shall be allowed a reasonable period of time during working hours to interview a duly accredited official of the union.

31. Enterprise Arrangements

See *Industrial Relations Act 1996*.

32. Consultation

At each enterprise (business) there shall be established a consultative mechanism and procedures appropriate to their size, structure and needs for consultation and negotiation on matters affecting their efficiency and productivity.

33. Anti Discrimination

- (i) It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and 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.
 - (a) Nothing in this clause is to be taken to affect:
 - (b) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (c) offering or providing junior rates of pay to persons under 21 years of age;
 - (d) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*
 - (e) a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- (iv) 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.
- (v) 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 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."

34. Past Services Entitlement

Former public sector services for sick leave, long service leave, maternity leave and redundancy entitlement shall be recognised by the employer for employees employed pursuant to the New South Wales Government Sites Cleaning Contracts.

35. Exemption

This award shall not apply to any annual salaried employee employed as a supervisor if such employees base ordinary salary equals or exceeds the rate payable to Supervisors/Building Services Employees - Grade 2 under the provisions of Part B, Monetary Rates.

36. Non-Reduction of Existing Wages and Conditions

Employees whose employment is current at the time of the making of this award shall not suffer any reduction in take-home pay as a result of this award coming into force.

37. Traineeships

- (i) Application -

- (a) Subject to paragraphs (b), (c) and (d) of this subclause, this award shall apply to trainees and employers who have entered into a current training contract approved and accredited by the State Training Authority.
- (b) Notwithstanding the foregoing, this award shall not apply to employees who were employed by an employer bound by this award prior to the date of approval of a traineeship scheme relevant to the employer, except where agreed between the employer and the Union.
- (c) At the conclusion of the traineeship, this clause ceases to apply to the employment of the trainee and the award shall apply to the former trainee.
- (d) The provisions of this clause shall only apply to trainees who would ordinarily be classified under the cleaning services stream and/or hospital services stream of the award.

- (ii) Objectives - The objectives of this clause are:

- (a) To assist in the establishment of a system of traineeships which provides approved training in conjunction with employment in order to enhance the skill levels and future employment prospects of trainees. The system is neither defined nor intended for those who are already trained and job ready. It is not intended that existing employees shall be displaced from employment by trainees. Nothing in this clause shall be taken to replace the prescription of training requirements in this award.
- (b) To provide, through the traineeship scheme for structured training, time to advance a trainee from entry level competence to the attainment of competence sufficient for qualification at the Australian Qualifications Framework 2 or above.
- (c) To facilitate the development of vocational training consistent with the needs of the industry, and to enhance the skills levels and future career and employment prospects of trainees through various education and training pathways, including a combination of work, education and structured training, on and off the job.

- (d) To facilitate the implementation of the traineeship that is based on national competency standards endorsed by the National Training Quality Committee.

(iii) Definitions -

- (a) "Approved Training" means training undertaken (both on or off the job) in a traineeship and shall involve formal instruction, both theoretical and practical, and supervised practice in accordance with a traineeship scheme approved by the State Training Authority. The training will be accredited and lead to qualifications as set out in subclause (iv), Training Conditions, of this clause.
- (b) "Australian Qualifications Framework" (or AQF) means the national framework of qualifications as agreed by the Ministerial Council for Employment Education Training and Youth Affairs (MCEETYA).
- (c) "Relevant Union" means the Australian Liquor, Hospitality and Miscellaneous Workers Union, New South Wales Branch.
- (d) "Trainee" means an employee who is bound by a traineeship agreement made in accordance with this award.
- (e) "Traineeship" means a system of training which has been developed by the Property Services Industry Training Advisory Board and approved by the relevant State Training Authority. A traineeship shall provide for a minimum of 20 hours and training-related employment each week.
- (f) "Traineeship Agreement" shall mean an agreement made subject to the terms of this award between an employer and the trainee for a traineeship and which is registered with the relevant State Training Authority or under the provisions of the appropriate State legislation.
- (g) "Appropriate State Legislation" means the following:

New South Wales: Vocational Education and Training Accreditation Act 1990 or any successor legislation.
- (h) "State Training Authority", for the purposes of this award, means the New South Wales Department of Education and Training "DET".
- (i) "DET" means the New South Wales Department of Education and Training.

(iv) Training Conditions -

- (a) The trainee shall attend an approved training course or training program prescribed in the traineeship agreement or as notified to the trainee by the State Training Authority.
- (b) A traineeship shall not commence until the relevant traineeship agreement has been signed by the employer and the trainee and lodged for registration with the State Training Authority; provided that if the traineeship agreement is not in a standard format a traineeship shall not commence until the traineeship agreement has been registered with the State Training Authority. The employer shall ensure that the trainee is permitted to attend the training course or program provided for in the traineeship agreement and shall ensure that the trainee receives the appropriate on-the-job training.
- (c) The employer shall provide a level of supervision in accordance with the traineeship agreement during the traineeship period.
- (d) The employer agrees that the overall training program will be monitored by officers of the State Training Authority and that training records or work books may be utilised as part of this monitoring process.

- (e) Training shall be directed at:
 - (1) the achievement of key competencies required for successful participation in the workplace (where these have not been achieved) (e.g. literacy, numeracy, problem solving, team work, work using technology), and as are proposed to be included at the AQF 1 level. This could be achieved through foundation competencies which are part of endorsed competencies for an industry or enterprise; and/or
 - (2) the achievement of competencies required for successful participation in an industry or enterprise (where there are endorsed national standards these will define these competencies), as are proposed to be included in the AQF Certificate 2 or above.
- (v) Employment Conditions -
 - (a) A trainee shall be engaged as a part-time employee for a maximum of one year's duration, provided that a trainee shall be subject to a satisfactory probation period of up to one month which may be reduced at the discretion of the employer.
 - (b) Should a full-time position become available, a trainee who chooses to can transfer from part-time to full-time employment. A trainee who is offered and accepts a full-time position cannot be compulsorily transferred back to a part-time position. The Union shall be notified of any instances where a trainee takes up a full-time traineeship position.
 - (c) An employer shall not terminate the employment of a trainee without firstly having provided written notice of termination to the trainee concerned.
 - (d) An employer who chooses not to continue the employment of a trainee upon the completion of the traineeship shall notify, in writing, the Union and the State Training Authority of that decision, giving reasons why such employment is not available.

In circumstances where such reasons are not deemed to be satisfactory by the State Training Authority and the Union, the employer shall not be eligible to engage additional trainees for a period of 12 months, or for such lesser period as may be approved.
 - (e) The trainee shall be permitted to be absent from work without loss of continuity of employment and wages to attend the training in accordance with the traineeship agreement.
 - (f) Where the employment of a trainee by an employer is continued after the completion of the traineeship period, such traineeship period shall be counted as service for the purposes of this award or any other legislative entitlements.
 - (g)
 - (1) The traineeship agreement may restrict the circumstances under which the trainee may work overtime and shift work in order to ensure the training program is successfully completed.
 - (2) No trainee shall work overtime or shift work on their own unless consistent with the provisions of this award.
 - (3) No trainee shall work shift work unless the parties to a traineeship scheme agree that such shift work makes satisfactory provision for approved training. Such training may be applied over a cycle in excess of a week, but must average over the relevant period no less than the amount of training required for non-shift work trainees, subject to the provisions of paragraph (b) of subclause (iv), Training Conditions, of this clause.
 - (h) All other terms and conditions of this award that are applicable to the trainee shall apply unless specifically varied by this clause.

- (i) A trainee who failed to either complete the traineeship or who cannot for any reason be replaced in work based on "ordinary hours" of work, as prescribed under this award, with the employer on successful completion of the traineeship shall not be entitled to any severance payments payable pursuant to termination, change and redundancy provisions or provisions similar thereto.

A trainee who successfully completes the prescribed training program and is assessed as competent to perform to the required industry standard within one year shall be considered as available for work as prescribed in the relevant award.
- (j) The right of entry provisions contained in the award shall apply to the parties bound by this clause.
- (vi) Wages -
 - (a) The wage payments hereunder shall only apply to trainees while they are undertaking an approved traineeship which includes approved training as defined in this clause.
 - (b) The wages payable to trainees shall be 80 per cent of those provided for in the relevant award for employees classified under either the cleaning services stream or the hospital cleaners stream of this award, for all time worked including such time as is spent on approved training, or any other such formula as agreed by an approving authority, the Union and the employer.
 - (c) Time spent on approved training shall be 20 per cent of the total time of the period of engagement of the employee under the traineeship agreement.
 - (d) The trainee shall be entitled to overtime and shift penalty rates and allowances prescribed by this award. The trainee wage shall be the basis for the calculation of overtime and shift penalty rates.
 - (e) In cases where a trainee is engaged on a part-time basis and accepts a full-time traineeship position, the proportion of training time shall increase proportionate to the increase in overall weekly hours; that is, the trainee shall increase the time spent on approved training to 20 per cent of 38 hours per week, or one day per week.
- (vii) Supersession - Any existing award provisions for the Australian Vocational Education and Training system shall not apply to any employer bound by this clause, except in relation to New Apprentices who commenced a New Apprenticeship with the employer before the employer was bound by this award.
- (viii) Union - Employer Co-operation -
 - (a) The parties to this award shall meet regularly with relevant training authorities to monitor the implementation of the traineeship scheme within the industry.
 - (b) To further enhance the prevention and settlement of industrial disputes, the parties agree to the following principles of co-operation:
 - (1) The employer will advise the appropriate State Secretary of the union of the proposed engagement of trainees. This advice will include name, employment location and commencement date for each trainee.
 - (2) Trainees employed in this program will not replace existing permanent employees.
 - (3) The employer is committed to:

promote the benefits of Union membership to all trainees;

issue application forms;

agree that a representative of the Australian Liquor, Hospitality and Miscellaneous Workers Union, New South Wales Branch, will be able to address all new trainees during

induction for the purpose of discussing issues such as occupational health and safety, employment and training conditions, and Union membership.

38. Grievance Procedure

- (i) Procedures relating to grievances of individual employees and/or groups of employees:
 - (a) The employee is required to notify the employer if there is a grievance and request a meeting with the employer.
 - (b) A grievance must first be dealt with in the workplace if possible and, if not resolved, an opportunity allowed for further discussions.
 - (c) Reasonable time limits must be allowed for discussions.
 - (d) At the conclusion of the discussions, the employer must provide a response to the employees grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.
 - (e) If the matter is still not resolved, it shall be referred to the Industrial Relations Commission of New South Wales.
 - (f) While these procedures are being followed, normal work must continue.
- (ii) Procedures relating to disputes etc. between employers and their employees.
 - (a) A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduate 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) If the matter is still not resolved, it shall be referred to the Industrial Relations Commission of New South Wales.
 - (d) While a procedure is being followed, normal work must continue.
- (iii) 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 purposes of each procedure.

39. Sub-Contracting

- (i) Where a company, associated company, group or person (hereinafter jointly and severally referred to as "the principal contractor") has been engaged to perform commercial or retail cleaning services and the said principal contractor engages a party (which party shall be hereinafter referred to as "the sub-contractor") to perform any portion of the commercial or retail cleaning services it shall be the responsibility of the principal contractor to take all reasonable steps to ensure that the subcontractor adheres to the rates of pay and conditions contained in this Award.
- (ii) If the union is notified by any party or otherwise becomes aware that the sub-contractor is in breach of this Award then the union shall serve by courier or registered mail upon the sub-contractor and the principal contractor a written Notice specifying the terms of the Award which the union reasonably believes the sub-contractor to be in breach.
- (iii) If the subcontractor fails to give the union a satisfactory reply to the said Notice within 7 days of receipt of the Notice then the union may institute a Dispute Notification to the Industrial Relations Commission New South Wales and may as part of that Dispute Notification process seek to invoke the power of the Commission under Sections 379 and 380 of the *Industrial Relations Act 1996* (NSW) for recovery of remuneration due to employees of the sub-contractor.

- (iv) Notwithstanding the provisions of Section 127(2) of the *Industrial Relations Act* 1996 a principal contractor may be liable for the payment of remuneration to employees of a sub-contractor if:
 - (a) the sub-contractor has failed to pay employees correctly under the terms of this Award; and
 - (b) where the sub-contractor has given a written statement to the principal contractor that it will pay employees correctly under the terms of this Award and has failed to comply with the said written statement.
- (v) In all other respects the provisions of Section 127(2) of the *Industrial Relations Act* 1996 (NSW) shall apply.
- (vi) This provision shall apply to all sub-contractor arrangements designed to supply labour only to a contract for the provision of commercial or retail cleaning services and shall include pyramid sub-contracting in all its forms.
- (vii) This provision shall only apply to sub-contract arrangements operating on or after 1 April 2002.

40. Area, Incidence and Duration

1. This award rescinds and replaces the Cleaning and Building Services Contractors (State) Award published 29 August 2003 (341 IG 173), as varied.
2. This award shall apply to employees of any employer contracted to provide cleaning services and who, in addition, may provide ancillary property maintenance services, gardening services, grounds maintenance, commissionaire services and customer service facilities in New South Wales. This award shall also apply to employees of any employer contracted to provide luggage trolley collecting in New South Wales. This award shall not apply to employees under the following awards:

Metal and Engineering Industry (New South Wales) Interim Award published 8 June 2001 (325 I.G. 209), as varied;

Electrical, Electronic & Communications Contracting Industry (State) Award made 22 June 2005, as varied;

Plumbers and Gasfitters (State) Award published 25 February 2000 (313 I.G. 709) as varied;

Building and Construction Industry Labourers' On Site (State) Award published 6 March 1992 (268 I.G. 455), as varied;

Building Tradesmen (State) Construction Award published 16 July 1975 and reprinted 23 May 1984 (233 I.G. 1371), as varied;

Plant, &c., Operators on Construction (State) Award published 16 November 2001, 329 I.G. 625), as varied;

Transport Industry - Mixed Enterprises Interim (State) Award published 23 November 2001 (229 I.G. 748), as varied;

Nurseries Employees (State) Award published 12 April 2001 (323 I.G. 1041) as varied;

Miscellaneous Workers' - Independent Schools and Colleges, &c. (State) Award published 4 May 2001 (324 I.G. 579), as varied;

Miscellaneous Gardeners, &c. (State) Award published 20 April 2001 (324 I.G. 16), as varied;

Landscape Gardeners, &c. (State) Award published 25 May 2001 (324 I.G. 1275), as varied;

Pest Control Industry (State) Award published 24 November 2000 (320 I.G. 592), as varied.

Miscellaneous Workers' - General Services (State) Award published 8 December 2000 (320 I.G. 1078), as varied;

Security Industry (State) Award published May 2005 (350 I.G. 827), as varied;

Retail Services Employees (State) Award published 5 October 2001 (328 I.G. 261), as varied;

Caterers Employees (State) Award published 13 July 2001 (326 I.G. 78), as varied;

Flats, Residentials, &c., (State) Award published 5 January 1983 (228 I.G. 58), as varied;

Motels, Accommodation and Resorts, &c., (State) Award published 31 August 2001 (327 I.G. 244), as varied;

Parking Attendants, &c., (State) Consolidated Award published 8 December 2000 (320 I.G. 1171), as varied;

Building Employees Mixed Industries (State) Award published 16 November 2001 (329 I.G. 577), as varied;

Exhibition Industry (State) Award published 6 October 2000 (319 I.G. 1), as varied.

3. This award shall take effect from the beginning of the first full pay period to commence on or after 1 July 2005 and shall remain in force until 30th June 2007.

PART B

MONETARY RATES

Table 1A - Wages - Cleaning Services Stream

The following rates shall take effect on and from the first full pay period to commence on or after 1 July 2005:

Classification		Column A Full-time Weekly Rate \$	Column B Part-time Employee Hourly Rate \$	Column C Total Rate Per Hour Casual Employee \$
Cleaners	Night Shift Worker A*	-	18.06	19.57
	Night Shift Worker B	676.90	16.39	17.76
	Broken/Afternoon/Early Morning Shift Worker	601.70	16.39	17.76
	Day Shift Worker A	533.20	16.39	17.76
	Day Shift Worker B#	533.20	16.93	18.33
Building Service	Night Shift Worker A*	-	18.98	20.56
Employee Grade 1	Night Shift Worker B	714.50	17.22	18.66
	Broken/Afternoon/Early Morning Shift Worker	634.90	17.22	18.66
	Day Shift Worker	561.40	17.22	18.66
Building Service	Night Shift Worker A*	-	20.42	22.12
Employee Grade 2	Night Shift Worker B	771.00	18.51	20.05
	Broken/Afternoon/Early Morning Shift Worker	685.00	18.51	20.05
	Day Shift Worker	606.20	18.51	20.05

NOTATION: *The Rate of Pay for Night Shift Worker A shall apply to those part-time/casual employees who as at 12 July 1996 were engaged on night shift.

The Rate of Pay for Day Shift Worker B shall apply to those employees who are engaged pursuant to a contract awarded by the NSW Government State Contract Control Board as defined in subclause (vii) of clause 3, Definitions.

Table 1B - Wages - Cleaning Services Stream

The following rates shall take effect on and from the first full pay period to commence on or after 1 July 2006:

Classification		Column A Full-time Weekly Rate \$	Column B Part-time Employee Hourly Rate \$	Column C Total Rate Per Hour Casual Employee \$
Cleaners	Night Shift Worker A*	-	18.42	19.96
	Night Shift Worker B	699.20	16.72	18.12
	Broken/Afternoon/Early Morning Shift Worker	621.60	16.72	18.12
	Day Shift Worker A	550.80	16.72	18.12
	Day Shift Worker B#	550.80	17.26	18.70
Building Service	Night Shift Worker A*	-	19.36	20.97
Employee Grade 1	Night Shift Worker B	738.10	17.56	19.02
	Broken/Afternoon/Early Morning Shift Worker	655.90	17.56	19.02
	Day Shift Worker	579.90	17.56	19.02
Building Service	Night Shift Worker A*	-	20.83	22.57
Employee Grade 2	Night Shift Worker B	796.40	18.88	20.45
	Broken/Afternoon/Early Morning Shift Worker	707.60	18.88	20.45
	Day Shift Worker	626.20	18.88	20.45

NOTATION: *The Rate of Pay for Night Shift Worker A shall apply to those part-time/casual employees who as at 12 July 1996 were engaged on night shift.

#The Rate of Pay for Day Shift Worker B shall apply to those employees who are engaged pursuant to a contract awarded by the NSW Government State Contract Control Board as defined in subclause (vii) of clause 3, Definitions.

Table 2A - Wages - Property Services Stream

The following rates shall take effect on and from the first full pay period to commence on or after 1 July 2005:

Classification		Column A Total Rate Per Week Full-time Employee \$	Column B Total Rate Per Hour Part-time Employee \$	Column C Total Rate Per Hour Casual Employee \$
Property Services Employee Level 1	Night Shift Worker	595.60	14.55	15.76
	Broken/Afternoon/Early Morning Shift Worker	530.50	14.55	15.76
	Day Shift Worker	484.40*	14.55	15.76
Property Services Employee Level 1A	Night Shift Worker	606.40	14.68	15.90
	Broken/Afternoon/Early Morning Shift Worker	541.20	14.68	15.90
	Day Shift Worker	484.40*	14.68	15.90

Property Services Employee Level 2	Night Shift Worker	626.70	15.27	16.55
	Broken/Afternoon/Early Morning Shift Worker	558.10	15.27	16.55
	Day Shift Worker	494.20	15.27	16.55
Property Services Employee Level 2A	Night Shift Worker	632.30	15.40	16.70
	Broken/Afternoon/Early Morning Shift Worker	563.70	15.40	16.70
	Day Shift Worker	499.70	15.40	16.70
Property Services Employee Level 3	Night Shift Worker	688.70	16.68	18.06
	Broken/Afternoon/Early Morning Shift Worker	613.10	16.68	18.06
	Day Shift Worker	542.30	16.68	18.06
Property Services Employee Level 4	Night Shift Worker	722.60	17.43	18.88
	Broken/Afternoon/Early Morning Shift Worker	643.10	17.43	18.88
	Day Shift Worker	568.70	17.43	18.88
Property Services Employee Level 5	Night Shift Worker	750.20	18.05	19.56
	Broken/Afternoon/Early Morning Shift Worker	667.50	18.05	19.56
	Day Shift Worker	590.30	18.05	19.56

* Notation: Rates so marked have effect from 5 October 2005.

Table 2B - Wages - Property Services Stream

The following rates shall take effect on and from the first full pay period to commence on or after 1 July 2006:

Classification		Column A Total Rate Per Week Full-time Employee \$	Column B Total Rate Per Hour Part-time Employee \$	Column C Total Rate Per Hour Casual Employee \$
Property Services Employee Level 1	Night Shift Worker	615.30	14.84	16.08
	Broken/Afternoon/Early Morning Shift Worker	548.00	14.84	16.08
	Day Shift Worker	496.60	14.84	16.08
Property Services Employee Level 1A	Night Shift Worker	626.40	14.97	16.21
	Broken/Afternoon/Early Morning Shift Worker	559.10	14.97	16.21
	Day Shift Worker	496.60	14.97	16.21
Property Services Employee Level 2	Night Shift Worker	647.40	15.58	16.88
	Broken/Afternoon/Early Morning Shift Worker	576.50	15.58	16.88
	Day Shift Worker	510.50	15.58	16.88
Property Services Employee Level 2A	Night Shift Worker	653.20	15.71	17.03
	Broken/Afternoon/Early Morning Shift Worker	582.30	15.71	17.03
	Day Shift Worker	516.20	15.71	17.03

Property Services Employee Level 3	Night Shift Worker	711.40	17.01	18.42
	Broken/Afternoon/Early Morning Shift Worker	633.30	17.01	18.42
	Day Shift Worker	560.20	17.01	18.42
Property Services Employee Level 4	Night Shift Worker	746.40	17.78	19.26
	Broken/Afternoon/Early Morning Shift Worker	664.30	17.78	19.26
	Day Shift Worker	587.50	17.78	19.26
Property Services Employee Level 5	Night Shift Worker	775.00	18.41	19.95
	Broken/Afternoon/Early Morning Shift Worker	689.50	18.41	19.95
	Day Shift Worker	609.80	18.41	19.95

Table 3A - Wages - Event Services Stream

The following rates shall take effect on and from the first full pay period to commence on or after 1 July 2005:

Classification	Column A Total Hourly Rate Casual Employee \$
Rate 1 Monday to Friday	
Event Services Employee Level 1	17.75
Event Services Employee Level 2	18.65
Event Services Employee Level 3	20.05
Rate 2 Saturday, Sunday and Public Holiday	
Event Services Employee Level 1	24.95
Event Services Employee Level 2	26.27
Event Services Employee Level 3	28.36

Table 3B - Wages - Event Services Stream

The following rates shall take effect on and from the first full pay period to commence on or after 1 July 2006:

Classification	Column A Total Hourly Rate Casual Employee \$
Rate 1 Monday to Friday	
Event Services Employee Level 1	18.11
Event Services Employee Level 2	19.02
Event Services Employee Level 3	20.45
Rate 2 Saturday, Sunday and Public Holiday	
Event Services Employee Level 1	25.45
Event Services Employee Level 2	26.80
Event Services Employee Level 3	28.93

Table 4A - Wages - Public Hospital Cleaners

The following rates shall take effect on and from the first full pay period to commence on or after 1 July 2005:

Classification		Column A Full-time Employee Weekly Rate \$	Column B Part-time Employee Hourly Rate \$	Column C Total Rate Per Hour Casual Employee \$
Cleaner	Night Shift Worker	710.00	19.27	20.88
	Broken Shift Worker	683.80	18.60	20.15
	Afternoon/Early Morning Shift Worker	631.20	17.25	18.70
	Day Shift Worker	558.70	15.22	16.48
Building Service Employee Grade 1	Night Shift Worker	749.30	19.76	21.40
	Broken Shift Worker	721.30	19.07	20.67
	Afternoon/Early Morning Shift Worker	655.80	17.67	19.13
	Day Shift Worker	589.40	15.59	16.88

Table 4B - Wages - Public Hospital Cleaners

The following rates shall take effect on and from the first full pay period to commence on or after 1 July 2006:

Classification		Column A Full- time Employee Weekly Rate \$	Column B Part-time Employee Hourly Rate \$	Column C Total Rate Per Hour Casual Employee \$
Cleaner	Night Shift Worker	735.50	19.67	21.31
	Broken Shift Worker	706.40	18.97	20.55
	Afternoon/Early Morning Shift Worker	652.00	17.61	19.08
	Day Shift Worker	577.10	15.52	16.81
Building Service Employee Grade 1	Night Shift Worker	774.00	20.16	21.84
	Broken Shift Worker	745.10	19.45	21.07
	Afternoon/Early Morning Shift Worker	687.80	18.02	19.52
	Day Shift Worker	608.90	15.90	17.22

Table 5A - Other Rates and Allowances

The following rates shall take effect on and from the first full pay period to commence on or after 1 July 2005:

Item No.	Clause No.	Brief Description	Amount \$
1	8(i)	Leading Hand in charge 1-5 employees	27.50 per week
		Leading Hand in charge 6-10 employees	33.60 per week
		Leading Hand in charge of 11-15 employees	40.20 per week
		Leading Hand in charge of 16-20 employees	45.50 per week
		Over 20 employees	49.80 per week
		Plus an additional weekly amount for each employee exceeding 20	1.09 per week
		Certificate IV in Asset Maintenance	12.40 per week

2	8(iii)	Qualification Allowance	12.50 per week
3	8(v)	First-aid Allowance	2.21 per day or shift
4	8(vi)	Refuse Disposal, sorting or feeding of incinerators, furnaces, crushers or compactors	4.05 per day or shift
5	8(vii)	Cleaning 1 to 10 toilet cubicles and/or urinals	2.08 per day
		Cleaning more than 10 toilet cubicles and/or urinals	2.77 per day
6	8(viii)	Hygiene Maintenance Allowance	3.40 per day
7	8(ix)	For use of scaffolds, bosun's chairs or similar devices	\$2.10 per hour or part thereof
8	8(x)	Excess Fares Allowance	9.71 per week
9	8(xi)	Locomotion Allowance - use of vehicle	0.57 per kilometre
10	8(xii)	Locomotion Allowance - use of bicycle	1.29 per day
11	8(xiv)	Travelling Allowance	0.57 per kilometre
12	8(xv)	Broken Hill - remote area allowance	14.70 per week
13	8(xvi)	Pool/Spa Cleaning	13.40 per week
14	8(xviii)(a)	Infection Allowance - Hospital Cleaners	3.33 per shift or part thereof
15	8(xviii)(b)	Nauseous Linen - Hospital Cleaners	2.83 per shift or part thereof
16	8(xviii)(c)	Laundry Allowance - Hospital Cleaners	3.30 per week
17	10(iii)	Meal Allowance	8.26
18	10(iii)	Meal Allowance	5.66
19	14(c)	Minimum payment for a supported wage	59.50 per week
20	8(ixx)	Fork Lift Driving	32.00 per week
21	8(xx)	Offensive Cleaning	3.40 per day

Table 5B - Other Rates and Allowances

The following rates shall take effect on and from the first full pay period to commence on or after 1 July 2006:

Item No.	Clause No.	Brief Description	Amount \$
1	8(i)	Leading Hand in charge of 1-5 employees	28.40 per week
		Leading Hand in charge of 6-10 employees	34.70 per week
		Leading Hand in charge of 11-15 employees	41.50 per week
		Leading Hand in charge of 16-20 employees	47.00 per week
		Over 20 employees	51.40 per week
		Plus an additional weekly amount for each employee exceeding 20	1.13 per week
		Certificate IV in Asset Maintenance	12.81 per week
2	8(iii)	Qualification Allowance	12.90 per week
3	8(v)	First-aid Allowance	2.28 per day
4	8(vi)	Refuse Disposal, sorting or feeding of incinerators, furnaces, crushers or compactors	4.18 per day or shift
5	8(vii)	Cleaning 1 to 10 toilet cubicles and/or urinals	2.15 per day
		Cleaning more than 10 toilet cubicles and/or urinals	2.86 per day
6	8(viii)	Hygienic Maintenance Allowance	3.50 per day
7	8(ix)	For use of scaffolds, bosun's chairs or similar devices	2.17 per hour or part thereof
8	8(x)	Excess Fares Allowance	10.03 per week
9	8(xi)	Locomotion Allowance - use of vehicle	0.59 per kilometre
10	8(xii)	Locomotion Allowance - use of bicycle	1.33 per day
11	8(xiv)	Travelling Allowance	0.59 per kilometre
12	8(xv)	Broken Hill - remote area allowance	15.20 per week
13	8(xvi)	Pool/Spa Cleaning	13.80 per week
14	8(xviii) (a)	Infection Allowance - Hospital Cleaners	3.44 per shift or part thereof

15	8(xviii)(b)	Nauseous Linen - Hospital Cleaners	2.92 per shift or part thereof
16	8(xviii)(c)	Laundry Allowance - Hospital Cleaners	3.40 per week
17	10(iii)	Meal Allowance	8.53
18	10(iii)	Meal Allowance	5.85
19	14(c)	Minimum payment for a supported wage	61.50 per week
20	8(ixx)	Fork Lift Driving	33.10 per week
21	8(xx)	Offensive Cleaning	3.50 per day

Table 6A - Saturday and Sunday Ordinary Time Hourly Rates - Cleaning Services Stream

The following rates shall take effect on and from the first full pay period to commence on or after 1 July 2005:

Classification	Full-time Employees			Part-time Employees			Casual Employees		
	Saturday \$	Sunday (A) \$	Sunday** (B) \$	Saturday \$	Sunday (A) \$	Sunday** (B) \$	Saturday \$	Sunday (A) \$	Sunday** (B) \$
Cleaner -									
Night Shift Worker A*				26.22	30.49	36.13	28.37	33.00	39.15
Night Shift Worker B	24.1147	28.0329	35.63	23.61	27.44	32.78	25.53	29.68	35.52
Broken/Afternoon/Early Morning Shift Worker	21.4043	24.8707	31.67	23.61	27.44	32.78	25.53	29.68	35.52
Day Shift Worker A	19.2007	22.4008	28.10	23.61	27.44	32.78	25.53	29.68	35.52
Day Shift Worker B#	19.2007	22.4008	28.10	24.29	28.24	33.86	27.32	30.55	36.68
Building Service Employee Grade 1 -									
Night Shift Worker A*				27.66	32.17	37.96	29.91	34.79	41.13
Night Shift Worker B	25.4659	29.6093	37.14	24.89	28.94	34.44	26.93	31.30	37.31
Broken/Afternoon/Early Morning Shift Worker	22.5360	26.2609	33.00	24.89	28.94	34.44	26.93	31.30	37.31
Day Shift Worker	20.2177	23.5874	29.18	24.89	28.94	34.44	26.93	31.30	37.31
Building Service Employee Grade 2 -									
Night Shift Worker A*				29.91	34.79	40.84	32.35	37.64	44.25
Night Shift Worker B	27.5092	31.9931	40.58	26.92	31.29	37.03	29.13	33.88	40.11
Broken/Afternoon/Early Morning Shift Worker	24.4044	28.3812	36.05	26.92	31.29	37.03	29.13	33.88	40.11
Day Shift Worker	21.8322	25.4708	31.90	26.92	31.29	37.03	29.13	33.88	40.11

NOTATION:

* The rate of pay for Night Shift Worker A shall apply to those part-time/casual employees who as at 12 July 1996 were engaged on night shift.

The rate of pay for Day Shift Worker B shall apply to those employees who are engaged pursuant to a contract awarded by the NSW Government State Contract Control Board as defined in subclause (vii) of clause 3, Definitions.

** The Sunday ordinary time rate of pay of double time shall apply to those employees who were engaged to work ordinary hours on a Sunday prior to 29 January 1994.

Table 6B - Saturday and Sunday Ordinary Time Hourly Rates - Cleaning Services Stream

The following rates shall take effect on and from the first full pay period to commence on or after 1 July 2006:

Classification	Full-time Employees			Part-time Employees			Casual Employees		
	Saturday	Sunday	Sunday**	Saturday	Sunday	Sunday**	Saturday	Sunday	Sunday**
	\$	(A) \$	(B) \$	\$	(A) \$	(B) \$	\$	(A) \$	(B) \$
Cleaner -									
Night Shift Worker A*				26.74	31.10	36.85	28.94	33.66	39.93
Night Shift Worker B	24.5970	28.5936	36.81	24.08	27.99	33.44	26.04	30.27	36.23
Broken/Afternoon/Early Morning Shift Worker	21.8324	25.3681	32.72	24.08	27.99	33.44	26.04	30.27	36.23
Day Shift Worker A	19.5847	22.8488	29.03	24.08	27.99	33.44	26.04	30.27	36.23
Day Shift Worker B#	19.5847	22.8488	29.03	24.76	28.80	34.54	27.87	31.16	37.41
Building Service Employee Grade 1 -									
Night Shift Worker A*				28.21	32.81	38.72	30.51	35.49	41.95
Night Shift Worker B	25.9752	30.2015	37.88	25.39	29.52	35.13	27.47	31.93	38.06
Broken/Afternoon/Early Morning Shift Worker	23.0479	26.7861	33.66	25.39	29.52	35.13	27.47	31.93	38.06
Day Shift Worker	20.6220	24.0591	29.76	25.39	29.52	35.13	27.47	31.93	38.06
Building Service Employee Grade 2 -									
Night Shift Worker A*				30.51	35.49	41.66	33.00	38.69	45.13
Night Shift Worker B	28.0594	32.6330	41.92	27.46	31.92	37.77	29.71	34.56	40.91
Broken/Afternoon/Early Morning Shift Worker	24.8952	28.9488	37.24	27.46	31.92	37.77	29.71	34.56	40.91
Day Shift Worker	22.2688	25.9802	32.95	27.46	31.92	37.77	29.71	34.56	40.91

NOTATION:

*The rate of pay for Night Shift Worker A shall apply to those part-time/casual employees who as at 12 July 1996 were engaged on night shift.

The rate of pay for Day Shift Worker B shall apply to those employees who are engaged pursuant to a contract awarded by the NSW Government State Contract Control Board as defined in subclause (vii) of clause 3, Definitions.

**The Sunday ordinary time rate of pay of double time shall apply to those employees who were engaged to work ordinary hours on a Sunday prior to 29 January 1994.

Table 7A - Saturday and Sunday Ordinary Time Hourly Rates - Property Services Stream

The following rates shall take effect on and from the first full pay period to commence on or after 1 July 2005:

Classification	Full-time Employees			Part-time Employees			Casual Employees		
	Saturday \$	Sunday (A) \$	Sunday** (B) \$	Saturday \$	Sunday (A) \$	Sunday** (B) \$	Saturday \$	Sunday (A) \$	Sunday** (B) \$
Property Service Employee Level 1 -									
Night Shift Worker	21.1820	24.6113	28.7577	20.71	24.08	27.86	22.41	26.03	30.18
Broken/Afternoon/Early Morning Shift Worker	18.8323	21.8700	25.6142	20.71	24.08	27.86	22.41	26.03	30.18
Day Shift Worker	16.9207	19.7410	22.6849	20.71	24.08	27.86	22.41	26.03	30.18
Property Service Employee Level 1 A -									
Night Shift Worker	21.8832	25.4259	30.7280	22.13	24.45	29.40	22.86	26.55	30.48
Broken/Afternoon/Early Morning Shift Worker	19.4556	22.5940	27.3692	22.13	24.45	29.40	22.86	26.55	30.48
Day Shift Worker	17.4807	20.3944	24.2391	22.13	24.45	29.40	22.86	26.55	30.48
Property Service Employee Level 2 -									
Night Shift Worker	22.3022	25.9182	31.6932	21.86	25.40	30.30	23.62	27.46	32.82
Broken/Afternoon/Early Morning Shift Worker	19.8290	23.0303	28.2262	21.86	25.40	30.30	23.62	27.46	32.82
Day Shift Worker	17.7937	20.7593	24.9872	21.86	25.40	30.30	23.62	27.46	32.82
Property Service Employee Level 2A -									
Night Shift Worker	23.1201	26.7762	32.3303	22.30	25.91	30.92	24.10	28.01	33.49
Broken/Afternoon/Early Morning Shift Worker	20.4832	23.7925	28.7940	22.30	25.91	30.92	24.10	28.01	33.49
Day Shift Worker	18.3828	21.4465	25.4894	22.30	25.91	30.92	24.10	28.01	33.49
Property Service Employee Level 3 -									
Night Shift Worker	24.5385	28.5272	34.7091	24.06	27.96	33.21	26.01	30.25	35.98
Broken/Afternoon/Early Morning Shift Worker	21.8070	25.3407	31.8608	24.06	27.96	33.21	26.01	30.25	35.98

Day Shift Worker	19.5312	22.7863	27.4245	24.06	27.96	33.21	26.01	30.25	35.98
Property Service Employee Level 4 -									
Night Shift Worker	25.7636	29.5967	36.5399	25.22	29.32	34.76	27.28	31.75	37.67
Broken/Afternoon/Early Morning Shift Worker	22.8938	26.6083	32.5234	25.22	29.32	34.76	27.28	31.75	37.67
Day Shift Worker	20.4083	23.8983	28.7595	25.22	29.32	34.76	27.28	31.75	37.67
Property Service Employee Level 5 -									
Night Shift Worker	26.7579	31.1167	37.9366	26.20	30.48	36.05	28.34	32.97	39.05
Broken/Afternoon/Early Morning Shift Worker	23.7749	27.6365	33.8741	26.20	30.48	36.05	28.34	32.97	39.05
Day Shift Worker	21.2518	24.7935	29.8477	26.20	30.48	36.05	28.34	32.97	39.05

NOTATION:

** The Sunday ordinary time rate of pay of double time shall apply to those employees who were engaged to work ordinary hours on a Sunday prior to 29 January 1994.

Table 7B - Saturday and Sunday Ordinary Time Hourly Rates - Property Services Stream

The following rates shall take effect on and from the first full pay period to commence on or after 1 July 2006:

Classification	Full-time Employees			Part-time Employees			Casual Employees		
	Saturday \$	Sunday (A) \$	Sunday ** (B) \$	Saturday \$	Sunday (A) \$	Sunday ** (B) \$	Saturday \$	Sunday (A) \$	Sunday ** (B) \$
Property Service Employee Level 1									
Night Shift Worker	21.6056	25.1035	29.7067	21.12	24.56	28.42	22.86	26.55	30.78
Broken/Afternoon/Early Morning Shift Worker	19.2089	22.3074	26.4595	21.12	24.56	28.42	22.86	26.55	30.78
Day Shift Worker	17.2591	20.1358	23.4335	21.12	24.56	28.42	22.86	26.55	30.78
Property Service Employee Level 1A									
Night Shift Worker	22.6053	26.2649	31.7420	22.57	22.94	29.99	22.41	26.03	31.09
Broken/Afternoon/Early Morning Shift Worker	20.0976	23.3396	28.2724	22.57	22.94	29.99	22.41	26.03	31.09
Day Shift Worker	18.0576	21.0674	25.0390	22.57	22.94	29.99	22.41	26.03	31.09

Property Service Employee Level 2									
Night Shift Worker	22.7482	26.4366	32.7391	22.30	25.91	30.91	24.09	28.01	33.48
Broken/Afternoon/Early Morning Shift Worker	20.2234	23.4909	29.1577	22.30	25.91	30.91	24.09	28.01	33.48
Day Shift Worker	18.1496	21.1745	25.8118	22.30	25.91	30.91	24.09	28.01	33.48
Property Service Employee Level 2A									
Night Shift Worker	23.8830	28.6928	34.3971	22.75	26.43	31.54	24.58	28.57	34.17
Broken/Afternoon/Early Morning Shift Worker	19.8288	23.0325	27.8742	22.75	23.43	31.54	24.58	28.57	34.17
Day Shift Worker	17.7955	20.7614	24.6751	22.75	26.43	31.54	24.58	28.57	34.17
Property Service Employee Level 3									
Night Shift Worker	25.0293	29.0977	35.8545	24.54	28.52	33.87	26.53	30.85	36.70
Broken/Afternoon/Early Morning Shift Worker	22.2431	25.8475	32.9122	24.54	28.52	33.87	26.53	30.85	36.70
Day Shift Worker	19.9218	23.2420	28.3295	24.54	28.52	33.87	26.53	30.85	36.70
Property Service Employee Level 4									
Night Shift Worker	26.2789	30.5558	37.7457	25.72	29.91	35.46	27.83	32.38	38.42
Broken/Afternoon/Early Morning Shift Worker	23.3517	27.1405	33.5967	25.72	29.91	35.46	27.83	32.38	38.42
Day Shift Worker	20.8899	24.3717	29.7086	25.72	29.91	35.46	27.83	32.38	38.42
Property Service Employee Level 5									
Night Shift Worker	27.2930	31.7390	39.1885	26.72	31.09	36.77	28.91	33.63	39.83
Broken/Afternoon/Early Morning Shift Worker	24.2504	28.1892	34.9920	26.72	31.09	36.77	28.91	33.63	39.83
Day Shift Worker	21.6768	25.2894	25.8327	26.72	31.09	36.77	28.91	33.63	39.83

** The Sunday ordinary time rate of pay of double time shall apply to those employees who were engaged to work ordinary hours on a Sunday prior to 29 January 1994.

Table 8A - Saturday and Sunday Ordinary Time Hourly Rates - Public Hospital Cleaners

The following rates shall take effect on and from the first full pay period to commence on or after 1 July 2005:

Classification	Full-time Employees			Part-time Employees			Casual Employees		
	Saturday \$	Sunday (A) \$	Sunday ** (B) \$	Saturday \$	Sunday (A) \$	Sunday ** (B) \$	Saturday \$	Sunday (A) \$	Sunday ** (B) \$
Cleaner -									
Night Shift Worker	25.3064	29.4230	35.9060	28.12	32.71	38.58	30.42	30.59	41.79
Broken Shift Worker	24.3624	28.3216	34.5820	27.07	31.47	37.19	29.25	34.06	40.35
Afternoon/Early Morning Shift Worker	22.4616	26.1041	31.9176	24.96	29.03	34.41	26.98	33.38	37.27
Day Shift Worker	20.1201	23.4736	28.2594	22.83	22.30	30.20	23.55	27.37	32.72
Building Service Employee Grade 1 -									
Night Shift Worker	26.7245	31.0778	37.8916	28.87	33.58	39.56	31.23	36.34	42.86
Broken Shift Worker	25.7176	29.9027	36.4781	27.80	32.34	38.03	30.07	34.99	41.34
Afternoon/Early Morning Shift Worker	23.7120	27.5628	33.6678	25.58	29.77	36.27	27.70	32.20	38.18
Day Shift Worker	21.2262	24.7639	29.8086	22.34	25.97	30.95	24.16	28.10	33.53

** The Sunday ordinary time rate of pay of double-time shall apply to those employees who were engaged to work ordinary hours on a Sunday prior to 29 January 1994.

Table 8B - Saturday and Sunday Ordinary Time Hourly Rates - Public Hospital Cleaners

The following rates shall take effect on and from the first full pay period to commence on or after 1 July 2006:

Classification	Full-time Employees			Part-time Employees			Casual Employees		
	Saturday \$	Sunday (A) \$	Sunday ** (B) \$	Saturday \$	Sunday (A) \$	Sunday ** (B) \$	Saturday \$	Sunday (A) \$	Sunday ** (B) \$
Cleaner -									
Night Shift Worker	25.8125	30.0115	37.0909	28.68	33.36	39.35	31.03	36.10	42.63
Broken Shift Worker	24.8496	28.8880	35.7232	27.61	32.10	37.93	29.83	34.74	41.16
Afternoon/Early Morning Shift Worker	22.9108	26.6262	32.9709	25.46	29.61	35.00	27.52	32.01	38.02
Day Shift Worker	20.5225	23.9431	29.1919	23.29	25.81	30.80	24.02	27.92	33.74
Building Service Employee Grade 1 -									
Night Shift Worker	27.2590	31.6994	39.1420	29.45	34.25	40.35	31.85	37.07	43.72
Broken Shift Worker	26.2319	30.5007	37.6818	28.36	32.99	38.79	30.67	35.69	42.17
Afternoon/Early Morning Shift Worker	24.1862	28.1141	34.7789	26.09	30.36	37.00	28.25	32.84	38.94
Day Shift Worker	21.6507	25.2592	30.7923	22.79	26.49	31.57	24.64	28.66	34.20

** The Sunday ordinary time rate of pay of double time shall apply to those employees who were engaged to work ordinary hours on a Sunday prior to 29 January 1994.

APPENDIX A

1. The following arrangement is made pursuant to paragraph (c) of subclause (i) of clause 5, Hours, of the award, in regard to the following site/establishment:

(Location of site/establishment)

2. It is agreed between the parties that the following arrangement for extended maximum spread for broken shift workers for the above location is as follows:
3. This agreement shall take effect from the beginning of the first full pay period to commence on or after and shall remain in force for a period of
4. Signed on behalf of (Company Name)

Signed By:

Employee

Signed on behalf of the Union as required by subparagraph (4) of paragraph (c) of subclause (i) of clause 5, Hours, of the award.

Union Secretary

APPENDIX B

Date:

To:

Site:

LETTER OF APPOINTMENT TO RELIEF CLEANER

Pursuant to subclause (v) of clause 3, Definitions of the Cleaning and Building Services Contractors (State) Award

This letter confirms that you have been appointed as a Relief Cleaner in accordance with the award for the purpose of relieving an existing employee who is on either sick leave, annual leave, maternity leave, leave without pay or workers compensation.

It is estimated that this position shall be for the duration of however maybe reduced or extended depending on the circumstances of the person you are replacing.

Your rate of pay, shall be the ordinary rate application to the classification for the work in which you are engaged.

During the period that you are employed as a Relief Cleaner, you shall accrue and be paid for sick leave, annual leave, rostered days off and all other entitlements as if you were a weekly employee.

Position:

Hours: _____ Days: _____

Rate of Pay: _____ Date of Commencement: _____

CLEANER

SUPERVISOR

W. R. HAYLEN *J.*

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(281)

SERIAL C4411**DENTAL TECHNICIANS (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union, Industrial Organisation of Employees.

(No. IRC 5929 of 2005)

Before Commissioner Bishop

2 December 2005

VARIATION

1. Delete subclause (v) of Clause 6, Wages, of the Dental Technicians (State) Award published 28 May 2004 (344 I.G. 630), as varied, and insert in lieu thereof the following:
 - (v) The rates of pay in this award include the adjustments payable under the State Wage Cases 2004 and 2005. These adjustments may be offset against:
 - (a) any equivalent over-award payments, and/or
 - (b) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustment.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

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

Dental Technician	Current Rate \$/week	SWC 2004 Rate Effective first full pay period to commence on or after 1.12.2005 \$/week	SWC 2005 Rate Effective first full pay period to commence on or after 1.6.2006 \$/week
1st year	575.00	594.00	611.00
2nd year	599.00	618.00	635.00
3rd year	625.00	644.00	661.00

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount from 1.12.2005 \$	Amount from 1.6.2005 \$
1	9 (ii)	Meal Allowance	10.50	10.80

3. This variation shall take effect from the first pay period to commence on or after 1 December 2005.

E. A. R. BISHOP, Commissioner

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(1258)

SERIAL C4414

DOUGLASS HANLY MOIR, BARRATT & SMITH AND SOUTHERN PATHOLOGY (STATE) AWARD 2004

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 3329 of 2005)

Before The Honourable Mr Justice Staff

28 July 2005

VARIATION

1. Delete subclause (ii), of clause 4, Wages, of the award published 15 October 2004 (346 I.G. 844), and insert in lieu thereof the following:
 - (ii) The rates of pay in this award include the adjustments payable under the State Wage Case 2005. These adjustments may be offset against:
 - (a) any equivalent over award payments, and/or
 - (b) award wage increases since 29th May 1991 other than safety net, State Wage Case and minimum rates adjustments.'
2. Delete Part B Monetary Rates, and insert in lieu thereof the following:

PART B

MONETARY RATES

Table 1 - Wages

Classification	Former rate per week \$	SWC 2005 \$	Total rate per week \$
Pathology Aide - Laboratory			
Grade 3 - on commencement	490.70	17.00	507.70
Grade 2 - after 12 months	508.80	17.00	525.80
Grade 1 - on appointment	543.70	17.00	560.70
Pathology Aide - Ancillary			
Grade 3 - on commencement	490.70	17.00	507.70
Grade 2 - after 12 months	508.80	17.00	525.80
Grade 1 - on appointment	543.70	17.00	560.70
Pathology Aide - Courier			
On commencement	558.20	17.00	575.20
Pathology Collector -			
Grade 4 - in training	518.90	17.00	535.90
Grade 3 - on appointment	563.90	17.00	580.90
Grade 2 - on appointment	592.60	17.00	609.60
Grade 1 - Educator/Co-ordinator	627.20	17.00	644.20
Practice Trainee - Scientific and Technical Officers			
Stage 1	382.00	17.00	399.00
Stage 2	417.60	17.00	434.60
Stage 3	468.20	17.00	485.20
Stage 4	500.80	17.00	517.80

Stage 5	542.40	17.00	559.40
Stage 6	569.50	17.00	586.50
And Thereafter	598.30	17.00	615.30
Technical Officers			
Grade 4.2 - on commencement	615.90	17.00	632.90
Grade 4.1 - after 12 months	638.90	17.00	655.90
Grade 3.3 - on appointment	673.60	17.00	690.60
Grade 3.2 - after 12 months	694.50	17.00	711.50
Grade 3.1 - after 2 years	711.70	17.00	728.70
Grade 2.2 - on appointment after at least 4 years at Grade 3	734.70	17.00	751.70
Grade 2.1 - after 2 years	752.60	17.00	769.60
Grade 1.2 - on appointment	790.50	17.00	807.50
Grade 1.1 - after 3 years	813.50	17.00	830.50
Scientific Officers			
Grade 4.2 - on commencement	627.40	17.00	644.40
Grade 4.1 - after 12 months	673.60	17.00	690.60
Grade 3.3 - on appointment	740.60	17.00	757.60
Grade 3.2 - after 12 months	763.70	17.00	780.70
Grade 3.1 - after 2 years	790.50	17.00	807.50
Grade 2.2 - on appointment after at least 4 years at Grade 3	813.50	17.00	830.50
Grade 2.1 - after 2 years	848.10	17.00	865.10
Grade 1.2 - on appointment	880.50	17.00	897.50
Grade 1.1 - after 3 years	915.00	17.00	932.00

3. This variation shall take effect on and from the first full pay period to commence on or after 12 August 2005 and remain in force for a period of 12 months.

C. G. Staff J.

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PRIVATE PATHOLOGY LABORATORIES (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 3330 of 2005)

Before The Honourable Mr Justice Staff

28 July 2005

VARIATION

1. Delete subclause (iii), of clause 4, Wages, of the award published 22 April 2005 (350 I.G. 287), and insert in lieu thereof the following:
 - (iii) The rates of pay in this award include the adjustments payable under the State Wage Case 2005. These adjustments may be offset against:
 - (a) any equivalent over award payments, and/or
 - (b) award wage increases since 29th May 1991 other than safety net, State Wage Case and minimum rates adjustments.
2. Delete subclause (iii), of clause 31, Exemptions, and insert in lieu thereof the following:
 - (iii) Douglass Hanly Moir Pathology Pty Ltd, Barratt and Smith Pathology and Southern Pathology Services Pty Ltd shall be exempt from the provisions of clause 4 Wages, in this variation in IRC No. 3330 of 2005 in accordance with clause 4, Wages of the Douglas Hanly Moir, Barratt and Smith and Southern Pathology (State) Award made in IRC 3329 of 2005 on 28 July 2005.
3. Delete Part B, Monetary Rates and insert in lieu thereof the following:

PART B

MONETARY RATES

Table 1 - Wages

Classification	Former rate per week \$	SWC 2004 \$	New Rate per week \$
Pathology Aide - Laboratory			
Grade 3 on commencement	482.00	17.00	499.00
Grade 2 after 12 months	498.00	17.00	515.00
Grade 1 on appointment	529.00	17.00	546.00
Pathology Aide Ancillary			
Grade 3 on commencement	482.00	17.00	499.00
Grade 2 after 12 months	498.00	17.00	515.00
Grade 1 on appointment	529.00	17.00	546.00
Pathology Aide Courier			
On commencement	542.00	17.00	559.00
Pathology Collector			
Grade 4 in training	507.00	17.00	524.00
Grade 3 on appointment	547.00	17.00	564.00
Grade 2 on appointment	574.50	17.00	591.50

Grade 1 - Educator/Coordinator	605.30	17.00	622.30
Practice Trainee - Scientific and Technical Officers			
Stage 1 Scientific and Technical	382.00	17.00	399.00
Stage 2 Scientific and Technical	417.00	17.00	434.00
Stage 3 Scientific and Technical	462.00	17.00	479.00
Stage 4 Scientific and Technical and thereafter	491.00	17.00	508.00
Stage 5 Scientific	528.00	17.00	545.00
Stage 6 Scientific	552.00	17.00	569.00
Scientific and thereafter	579.60	17.00	596.60
Technical Officers			
Grade 4.2 on commencement	595.20	17.00	612.20
Grade 4.1 after 12 months service	613.70	17.00	630.70
Grade 3.3 on appointment	644.50	17.00	661.50
Grade 3.2 after 12 months service	665.00	17.00	682.00
Grade 3.1 after 2 years	680.30	17.00	697.30
Grade 2.2 on appointment - after at least 4 years at Grade 3	700.80	17.00	717.80
Grade 2.1 after 2 years service on performance	716.20	17.00	733.20
Grade 1.2 on appointment	752.10	17.00	769.10
Grade 1.1 after 3 years service on performance	770.60	17.00	787.60
Scientific Officers			
Grade - 4.2 on commencement	605.50	17.00	622.50
Grade - 4.1 after 12 months service	644.50	17.00	661.50
Grade - 3.3 on appointment	706.00	17.00	723.00
Grade - 3.2 after further 12 months service	726.50	17.00	743.50
Grade - 3.1 after 2 years	752.10	17.00	769.10
Grade - 2.2 on appointment after not less than 4 years at Grade 3	770.60	17.00	787.60
Grade - 2.1 after 2 years service on performance	801.30	17.00	818.30
Grade - 1.2 on appointment	830.10	17.00	847.10
Grade - 1.1 after 3 years	860.80	17.00	877.80

Table 2 - Allowances

Item No	Clause No	Brief Description	Amount \$
1	8A (iii)	Meal Allowance Each Additional 4 hours' overtime	9.95 9.95
2	16 (i)	On-call Allowance (each day or shift) Monday to Saturday inclusive	13.65
3	16 (i)	On-call Allowance(each day or shift) Sunday	27.10
4	18	Locomotion	0.39 per km
5	19	First-aid Certificate	16.20 per week

4. This variation shall take effect on and from the first full pay period to commence on or after 12 August 2005.

C.G. STAFF

HEALTH EMPLOYEES' (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Health and Research Employees' Association of New South Wales, industrial organisation of employees.

(Nos IRC 6920 of 1999 and 2703 of 2002)

Before The Honourable Justice Walton, Vice-President

1 December 2005

VARIATION

1. Delete the words "Laundry Employee (female)" in paragraph (a) of subclause (xxi) of clause 1 Definitions, of the award published 6 November 1998 (307. I.G. 29).
2. Insert after the words "Laundry Employee (male)" in paragraph (b) of subclause (xxi) the following:

"Laundry Employee (female)"
3. Delete subclause (xxii) of clause 1, Definitions and insert in lieu thereof the following:

(xxii) Team Leader, Central Linen Service - A person appointed as such who can undertake a range of duties utilising approved workplace operating procedures within a Central Linen Service. This may include duties involved in the sorting, preparation, laundering and folding of linen items, as well as the inspection, repair and finishing of such linen items. In addition, the position will be responsible for the operational activities of a team of Hospital Assistants Grade 2 and their production outputs. The position holder will be required to exhibit team leadership, and an ability to assist and mentor other employees.
4. Insert at the end of clause 1, Definitions the following new classifications:

(XLv)	Senior Security Officer - means a person appointed as such who undertakes the duties of a security officer and in addition performs such duties as the operation of specialised security equipment, leading teams and training. Persons in this position are to hold a current security licence at the appropriate level to perform the above duties and be able to use discretionary judgement in relation to the assessment of security risks within a healthcare environment.
(XLvi)	Cardiac Technician - means a person who performs ECG's, Exercise Stress Testing and Holter Loop Recorders.
(XLvii)	Cardiac Technologist - Grade 1 - means a person who has attained a Bachelor of Science Degree or qualifications or competencies deemed equivalent by the Health Administration Corporation and may be required to perform ECG's, Exercise Stress Testing, Holter-Loop event recorders as well as VVI pacemakers, dual chamber pacing/cardiac catheter and Implantable Cardiac defibrillators (ICD's).
(XLviii)	Cardiac Technologist - Grade 2 - means a person who has attained a Post Graduate Degree in Sonography or qualifications or competencies deemed equivalent by the Health Administration Corporation and performs Cardiac Sonography or Electrophysiological Studies (EPS).
(XLix)	Senior Cardiac Technologist - means a person who can perform all duties of Cardiac Technologist Grade 1 and assists the Chief Cardiac Technologist with management, either through;

Undertaking supervisory duties in a Deputy or Second in Charge role overseeing other Cardiac Technicians and/or Cardiac Technologists; and/or

have responsibility for the day to day running of a discreet function within the department.

(XLX) Chief Cardiac Technologist - means a person who can perform all the functions of a Cardiac Technologist and who is responsible for the management of the Department including the development of operational protocols.

5. Delete the classification "Forepersons" in Table 1 Salaries of Part B, Monetary Rates, and insert in lieu thereof the following:

	Rate at 5 August 2005 \$
Team Leader, Central Linen Service	708.40

6. Delete in Table 1 Salaries, the following classifications 'Trainee ECG Recorder/Technician', 'ECG Recorder/Technician', and 'Senior ECG Recorder/Technician', and insert in lieu thereof the following:

Rate of Pay	Rate at 11 February 2005 \$
Cardiac Technician	
Year 1	768.20
Year 2	797.20
Year 3	823.10
Year 4	845.80
Cardiac Technologists	
Grade 1	
Year 1	785.30
Year 2	814.80
Year 3	865.00
Year 4	924.20
Year 5	988.10
Year 6	1,051.10
Year 7	1,102.10
Year 8	1,137.70
Grade 2	
Year 1	1,102.10
Year 2	1,137.70
Year 3	1,223.70
Senior Cardiac Technologist	
Year 1	1,223.70
Year 2	1,264.60
Chief Cardiac Technologist	
Year 1	1,299.90
Year 2	1,442.30

7. Insert after the classification "Security Officer at the end of Table 1, the following new classification:

Senior Security Officer	Rate at 5 August 2005
Year 1	729.20
Year 2	746.80

8. The rates of pay take effect from the first full pay period on or from 11 February 2005.
9. The variation takes effect from the first full pay period on or from 5 August 2005.

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

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(714)

SERIAL C4161

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

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union, industrial organisation of employees.

(No. IRC 5131 of 2005)

Before The Honourable Justice Boland

28 October 2005

VARIATION

1. Delete paragraph (e) of subclause (i), Care Service Employees, of Clause 4, Employment Classifications, of the award published 7 May 2004 (344 I.G. 331) and all variations thereof, and insert in lieu thereof the following :

(e) Grade 4

Level One

An employee who holds a Certificate IV in Aged Care Work (CHC40102) or other appropriate Qualification/Experience acceptable to the employer and is required to act on it, and

is designated by the employer as having responsibility for leading and/or supervising the work of others in excess of that required of a CSE 3; and

is required to work individually with minimal/ indirect supervision.

Employees at Grade 4 may be required to exercise any/all managerial functions in relation to the operation of the facility and comply with documentation requirements as determined by the employer.

Indicative tasks an employee at this level may perform are as follows.

Typical Duties

Care Stream	Support Stream	Maintenance Stream
Overall responsibility for the provision of personal care to residents.	Coordinate and direct the work of staff involved with the preparation and delivery of food.	Coordinate and direct the work of staff performing gardening duties.
Coordinate and direct the work of staff.	Schedule work programs.	Schedule gardening work programs.
Schedule work programs.		Where required, let routine service contracts associated with gardening.

Level Two

An employee who is required to deliver medication to residents in facilities:

previously defined as Nursing Homes (as at 31 December 2004) by the *Nursing Homes Act*, 1988; or

in which more than 80% of places are "allocated high care places" as defined in the *Aged Care Act* 1997 (Clth).

An employee at this level must hold the following qualifications, which may be varied from time to time by the relevant National Vocational, Education and Training Body:

a Certificate III in Aged Care Work (CHC30102); and

a Certificate IV in Aged Care Work (CHC40102); and

medication module - "Provide Physical Assistance with Medication" (CHCCS303A); or

Hold other appropriate qualification acceptable to the employer.

Employees at this level may be required to perform the duties of a CSE 4 - Level 1.

2. Delete subclause (iii) of Clause 5, Wages.
3. Delete subclause (iv) of clause 7, Hours, and insert in lieu thereof the following:
 - (iv) Each shift shall consist of no more than ten hours on a day shift or 11 hours on a night shift with not less than eight hours break between each shift; provided that an employee shall not work more than seven consecutive shifts unless the employee so requests and the employer agrees.
4. Delete subclause (v) of clause 10, Overtime, and insert in lieu thereof the following:
 - (v) All time worked by permanent part-time employees in excess of the hours prescribed in subclause (iv) of clause 7, Hours, of this award shall be paid for at overtime rates.
5. Delete subclause (ii) of clause 11, Permanent Part-time Employee and insert in lieu thereof the following new subclauses and renumber existing subclauses accordingly:
 - (ii) At the request of an employee, the hours worked by the employee will be reviewed annually. Where the employee is regularly working more than their specified contract hours then such contract hours shall be adjusted by the employer, to reflect the hours regularly worked. The hours worked in the following circumstances will not be incorporated in the adjustment.
 - (a) if the increase in hours is as a direct result of an employee being absent on leave, such as for example, annual leave, long service leave, maternity leave, workers compensation; and
 - (b) if the increase in hours is due to a temporary increase in hours only due, for example, to the specific needs of a resident.
 - (iii) Any adjusted contracted hours resulting from a review identified in subclause (ii) of this clause should, however, be such as to readily reflect roster cycles and shift configurations utilised at the workplace.
6. Delete subclauses (i), (ii), and (iii) of clause 18, Public Holidays, and insert in lieu thereof the following new subclauses and renumber existing subclauses accordingly:
 - (i) Public holidays shall be allowed to employees without loss of ordinary pay.
 - (ii) For the purposes of this award, the following shall be deemed to be public holidays: New Year's Day; Australia Day; Good Friday; Easter Saturday; Easter Monday; Anzac Day; Queen's Birthday; Labour Day; Christmas Day; Boxing Day.
 - (iii) In addition to those public holidays specified in sub-clause (ii) employees shall be entitled to an extra public holiday each year. Such public holiday shall occur on one of the following days as determined by the employer:
 - (a) On the day on which the August Bank Holiday is observed; or

- (b) On a day between Christmas and New Year within the days Monday to Friday inclusive and not coinciding with a date that is already a gazetted public holiday for that calendar year; or
 - (c) On a gazetted and proclaimed local public holiday. In areas where only one half-day is proclaimed and observed, the whole day will be regarded as a public holiday for the purposes of this award. In these circumstances if a further one half day local public holiday occurs in that calendar year, it will not be observed for the purposes of this clause.
 - (d) The employer shall nominate before July 1 of each calendar year, the date on which this extra public holiday is to be observed. Once such an election is made, such date then becomes the date on which the extra public holiday is to be observed for all workers in that establishment covered by this award, provided however that if no such election is duly made, the extra public holiday will be observed on the August Bank Holiday.
- (iv) Employees shall also be entitled to any other day duly proclaimed and observed as a public holiday within the area in which the facility is situated, beyond those days already observed in accordance with subclauses (ii) and (iii) above. .
7. Delete subclause (e) of clause 23, Personal/Carer's Leave, and insert in lieu thereof the following:
- (e) An employee, in addition to the circumstances and manner stated in subclauses (a)-(d), shall also be entitled to access accrued sick leave for the purposes of personal/carers' leave in the following situation:
 - 1. one permanent employee only per facility each calendar year shall be entitled to access two (2) days of such leave to attend training facilitated by the Union to increase awareness and knowledge of workplace issues and/or consultative mechanisms and/or statutory entitlements and obligations, which will contribute to a more productive, aware and harmonious workplace environment;
 - 2. such an employee will give a minimum of four weeks notice to the employer of attendance at such training, unless a lesser notification period is agreed to by the employer, and the employer shall be entitled to request written confirmation from the Union as to the time and nature of the training;
 - 3. access to this two (2) days per year in this subclause is not cumulative; and
 - 4. such an employee may, with the consent of the employer, access additional or alternative leave, as prescribed in subclauses (ii)-(vi) of this clause, for the purposes of attending such training as stated in subclause (e)(1) above.
8. Delete clause 45, Accommodation and Amenities, and insert in lieu thereof the following:

45. Accommodation and Amenities

- (i) The minimum standards as set out in all relevant occupational health and safety legislation shall be met in the provision of amenities to employees.
- (ii) Such amenities must include:
 - (a) change rooms and lockers;
 - (b) meal room;
 - (c) facilities for boiling water, warming and refrigerating food and for washing and storing, dining utensils;
 - (d) rest room;

- (e) washing and bathing facilities;
 - (f) sanitary conveniences; and
 - (g) Safe and secure workplace.
- (iii) sub-clauses (i) & (ii) above shall not apply to homecare employees.
- (iv) This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.
9. Delete clause 48, No Extra Claims Commitment, and insert in lieu thereof the following:

48. No Extra Claims Commitment

It is a term of this award that the Union undertakes, for a two year period commencing 17 October 2005, not to pursue any extra claims.

10. Delete clause 50, Leave Reserved, and insert in lieu thereof the following:

50. Leave Reserved

The parties agree to the following:

- (a) continue to review the classification structures within the Award to ensure their on-going currency and relevance to the industry; and
 - (b) continue discussions regarding reasonable workloads.
11. Delete Table 1, Monetary Rates, and Table 2, Other Rates and Allowances of Part B and insert in lieu thereof the following:

Table 1 - Monetary Rates

		Current Rate \$/week	Wage Rate as from 17.10.2005 \$/week	Wage Rate as from 1.9.2006 \$/week
Care Service Employees				
New Entrant Grade 1 Junior		452.40	470.50	489.30
Grade 1		530.70	551.90	574.00
Grade 2		544.70	576.70	611.30
Grade 3		577.70	612.40	649.10
Grade 4				
Level 1		607.00	645.00	683.97
Level 2		-	701.90	744.00
Grade 5	from	645.90	750.00	795.00
	to	1,053.90	1,117.10	1,184.10

Note: Employees classified and paid as Recreational Activities Officers as at 10 November, 1998 be reclassified in accordance with the new definitions of Care Service Employee. Employees reclassified at Grade 2 by virtue of the above exercise, shall be paid at Grade 3 from the effective date of this award, and continue to be so paid whilst employed in the provision of recreational activities by their current employer. These employees may be required to perform the duties of a Level 3 Care Services Employee where they have the skill and competence to do so.

Note:- Salary Band-Grade 5 - Employers and employees may negotiate a rate within the salary band as shown. For the purposes of this award, the rate so negotiated shall be deemed to be the employee's award rate of pay. Salaries in excess of the salary band may also be negotiated between the parties.

Maintenance Supervisors			
Maintenance Supervisor (Otherwise)	627.70	652.80	678.90
Maintenance Supervisor (Otherwise) - in charge of other staff	641.70	667.40	694.10
Maintenance Supervisor (Tradesperson)	682.30	709.60	738.00
Catering Officer			
Trainee Catering Officer			
1st year	553.30	575.40	598.40
2nd year	563.70	586.20	609.60
3rd year	575.50	598.50	622.40
Assistant Catering Officer			
80-120 beds	581.20	604.40	628.60
120-300 beds	620.30	645.10	670.90
300-500 beds	666.80	693.50	721.20
500-1000 beds	685.20	712.60	741.10
Catering Officer			
80-120 beds	648.50	674.40	701.40
120-200 beds	666.80	693.50	721.20
200-300 beds	685.20	712.60	741.10
300-500 beds	720.20	749.00	779.00
500-1000 beds	778.90	810.10	842.50
Diversional Therapist			
1st year of experience	556.40	589.80	625.20
2nd year of experience	585.00	620.10	657.30
3rd year of experience	613.20	650.00	689.00
4th year of experience	641.40	679.90	720.70
5th year of experience and thereafter	668.50	708.60	751.10
Apprentices			
Apprentice Cook			
1st year	346.60	367.40	389.50
2nd year	476.60	505.20	535.50
3rd year	534.40	566.50	600.40
Apprentice Gardener			
1st year	288.90	306.20	324.60
2nd year	346.60	367.40	389.50
3rd year	462.20	489.90	519.30
4th year	519.90	551.20	584.20
Homecare Employees			
Homecare Employee			
Grade 1	534.00	555.40	577.60
Grade 2	561.10	583.50	606.80
Grade 3	601.20	625.20	650.20

Live-in Housekeeper			
Grade 1	688.60	722.00	750.90
Grade 2	778.10	816.90	849.50
Grade 3	922.80	959.70	998.10
Clerical & Administrative Employees			
Juniors			
At 16 years of age and under	288.80	300.40	312.40
At 17 years of age	327.50	340.60	354.20
At 18 years of age	375.60	390.60	406.20
At 19 years of age	423.10	440.00	457.60
At 20 years of age	466.40	485.10	504.50
Adults			
Grade 1	574.30	597.30	621.20
Grade 2	609.50	633.90	659.30
Grade 3	646.30	672.20	699.10
Grade 4	675.90	702.90	731.00
Grade 5	707.20	735.50	764.90

Note 1: Any employee paid on a classification/grade carrying a higher wage rate as at 10 November, 1998 shall have the difference between the higher rate and the new agreed grade/rate preserved whilst remaining to undertake the duties associated with the classification held prior to the date referred to above.

Note 2: Clerks who are paid at a grade above that of Grade 5 as at 10 November, 1998 shall have the difference between that grade, inclusive of the 1998 State Wage Case Increase, and the new agreed grade preserved whilst employed in a clerical position with their current employer.

Table 2 - Other Rates and Allowances

Item No	Clause No	Brief Description		Amount from 17.10.2005 \$	Amount from 1.9.2006 \$
1	7(xi)(c)	Broken Shift	Per shift	7.02	7.30
2	9(iii)(a)	Overtime - Breakfast	Per meal	10.60	11.02
3	9(iii)(b)	Overtime - Luncheon	Per meal	13.70	14.25
4	9(iii)(c)	Overtime - Evening Meal	Per meal	20.00	20.80
5	10(iii)(b)	Overtime - recall use of own vehicle	Per klm	0.29	0.30
6	10(iii)(c)	On Call Allowance	Per day (24 hrs)	11.30	11.80
7	14(i)	Climatic & Isolation Allowance	Per week	4.55	4.73
8	14(ii)	Climatic & Isolation Allowance	Per week	8.59	8.93
9	17(i)(a)	Cleaning/Scraping Work - confined space	Per hour	0.43	0.45
10	17(i)(b)	Cleaning/Scraping Work - boiler/flue	Per hour	0.69	0.72
11	17(iii)	Linen Handling - nauseous nature	Per hour	0.20	0.21
12	17(v)	Use of Own Vehicle	Per week	0.56	0.58
13	17(ix)	Laundry and Dry Cleaning Certificate Allowance	Per week	7.56	7.86
14	28(ii)	Leading Hand Allowance - in charge 2-5 employees	Per week	18.60	19.34
15	28(ii)	Leading Hand Allowance - in charge 6-10 employees	Per week	26.57	27.63
16	28(ii)	Leading Hand Allowance - in charge 11-15 employees	Per week	33.56	34.90

17	28(ii)	Leading Hand Allowance - in charge 16-19 employees	Per week	41.00	42.64
18	30(i)(c)	Uniform Allowance	Per week	5.42	5.64
19	30(i)(d)	Special Type Shoes Allowance	Per week	1.68	1.75
20	30(i)(e)	Cardigan or Jumper Allowance	Per week	1.62	1.68
21	30(i)(f)	Laundry Allowance - Uniform	Per week	4.51	4.69
22	31(ii)(d)	Sleepover Allowance	Per shift	34.60	36.00
23	41(vi)	Apprentice - TAFE Examination Allowance	Per week	1.62	1.68

12. This variation will shall take effect from the beginning of the first pay period to commence on or after 17 October 2005.

R. P. BOLAND *J.*

Printed by the authority of the Industrial Registrar.

SERIAL C4419

ENTERPRISE AGREEMENTS APPROVED BY THE INDUSTRIAL RELATIONS COMMISSION

(Published pursuant to s.45(2) of the *Industrial Relations Act 1996*)

EA06/108 - Calvary Health Care Riverina Nurses' Enterprise Agreement 2006

Made Between: Calvary Health Care Riverina -&- the New South Wales Nurses' Association.

New/Variation: Replaces EA04/154.

Approval and Commencement Date: Approved and commenced 6 March 2006.

Description of Employees: The agreement applies to all nurses employed by Calvary Health Care Riverina Ltd located at Hardy Avenue, Wagga Wagga NSW 2650, including nurses engaged at Calvary Day Procedure Centre, who fall within the coverage of the Private Hospital Industry Nurses' (State) Award.

Nominal Term: 34 Months.

EA06/109 - Devro Pty Limited Maintenance Employees Enterprise Agreement 2005

Made Between: Devro Pty Limited -&- The Australian Workers' Union, New South Wales .

New/Variation: Replaces EA03/224.

Approval and Commencement Date: Approved and commenced 6 March 2006.

Description of Employees: The agreement applies to all employees employed by Devro Pty Limited, who are engaged as maintenance employees located at 139 Sydney Road, Kelso NSW 2795 and at 46 Vale Road, Bathurst NSW 2795, who fall within the coverage of the Metal, Engineering and Associated Industries (State) Award.

Nominal Term: 31 Months.

EA06/110 - Lachlan Shire Council Enterprise Agreement 2005

Made Between: Lachlan Shire Council -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union, The Development and Environmental Professionals' Association, The Local Government Engineers' Association of New South Wales.

New/Variation: Replaces EA96/329

Approval and Commencement Date: Approved and commenced 6 March 2006.

Description of Employees: The agreement applies to all employees employed by Lachlan Shire Council located at 62 - 64 Molong Street, CONDOBOLIN NSW 2877, excluding Condobolin District Retirement Village staff members, Willow Bend Sport Centre employees and employees designated as senior staff on contract pursuant to s.32 of the Local Government Act 1993, who fall within the coverage of the Local Government (State) Award 2004.

Nominal Term: 36 Months.

EA06/111 - DDP Electrical Services Pty Ltd Enterprise Agreement 2005-2008

Made Between: DDP Electrical Services Pty Ltd -&- the Electrical Trades Union of Australia, New South Wales Branch.

New/Variation: Replaces EA04/73.

Approval and Commencement Date: Approved and commenced 3 March 2006.

Description of Employees: The agreement applies to all employees employed by DDP Electrical Services Pty Ltd, 4/138 Best Street, Seven Hills NSW 2147, who are 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: 31 Months.

EA06/112 - Dynamite Electrical Group Pty Ltd NSW Construction Enterprise Agreement 2005-2008

Made Between: Dynamite Electrical Services Pty Ltd -&- the Electrical Trades Union of Australia, New South Wales Branch.

New/Variation: Replaces EA04/83.

Approval and Commencement Date: Approved and commenced 10 February 2006.

Description of Employees: The agreement applies to all employees employed by Dynamite Electrical Group Pty Ltd, located at 28/17-21 Henderson Road, Turrella NSW 2205, who are engaged upon construction work within NSW, who fall within the coverage of the Electrical, Electronic and Communications Contracting Industry (State) Award.

Nominal Term: 32 Months.

EA06/113 - Toll Automotive-Vehicles Regional and Linehaul Operations and TWU-NSW Site Agreement

Made Between: Toll Automotive - Vehicles -&- the Transport Workers' Union of New South Wales.

New/Variation: Replaces EA04/34.

Approval and Commencement Date: Approved 13 December 2005 and commenced 1 January 2005.

Description of Employees: The agreement applies to all employees employed by Toll Automotive-Vehicles located at 33-47 Doherty's Road Laverton North VIC 3026, engaged at its operations at Wagga, Queanbeyan, Dubbo, Gilgrandra and Mildura sites, who fall within the coverage of the Transport Industry (State) Award and the Transport Industry - Redundancy (State) Award.

Nominal Term: 24 Months.

EA06/114 - Rinker Australia Pty Limited Albion Park Transport Enterprise Agreement 2006

Made Between: Rinker Australia Pty Limited -&- the Transport Workers' Union of New South Wales.

New/Variation: New.

Approval and Commencement Date: Approved 16 March 2006 and commenced 1 January 2006.

Description of Employees: The agreement applies to employees employed by Rinker Australia Pty Limited located at Woollybutt Drive, Albion Park NSW 2527, who are engaged as drivers, who fall within the coverage of the Transport Industry - Quarried Materials (State) Award.

Nominal Term: 36 Months.

EA06/115 - BlueScope Steel Welded Products Enterprise Agreement 2006

Made Between: BlueScope Steel -&- The Australian Workers' Union, New South Wales .

New/Variation: Replaces EA05/314.

Approval and Commencement Date: Approved 8 March 2006 and commenced 28 February 2006.

Description of Employees: The agreement applies to all employees employed by BlueScope Steel (AIS) Pty Ltd, located at Five Islands Road, Port Kembla NSW 2505, engaged in the company's Welded Products business at Unanderra in the state of New South Wales, who fall within the coverage of the BlueScope Steel (AIS) Pty Ltd - Port Kembla Steel Works Employees Award 2004.

Nominal Term: 36 Months.

EA06/116 - Field Officers and State Water Corporation Enterprise Agreement

Made Between: State Water Corporation -&- The Australian Workers' Union, New South Wales .

New/Variation: New.

Approval and Commencement Date: Approved and commenced 7 March 2006.

Description of Employees: The agreement applies to all employees employed by State Water Corporation located at Riverview Buisness Park, 36 Darling Street, Dubbo NSW 2830, who are engaged in the classification of Field Officer, who fall within the coverage of the Conservation Field Officers Department of Lands, Department of Infrastructure, Planning and Natural Resources and State Water Corporation Award.

Nominal Term: 27 Months.

EA06/117 - J A Courtney Electrical Pty Ltd NSW Enterprise Agreement 2005-2008

Made Between: J A Courtney Electrical Pty Limited -&- the Electrical Trades Union of Australia, New South Wales Branch.

New/Variation: New.

Approval and Commencement Date: Approved and commenced 17 March 2006.

Description of Employees: The agreement applies to all employees employed by J A Courtney Electrical Pty Limited located at 19 Arthur Street, Forestville NSW 2087, who are 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: 31 Months.

EA06/118 - Breville Pty Ltd Enterprise Agreement 2005-2007 - Botany Site

Made Between: Breville Pty Ltd -&- the National Union of Workers, New South Wales Branch.

New/Variation: Replaces EA04/103.

Approval and Commencement Date: Approved 13 March 2006 and commenced 28 November 2005.

Description of Employees: The agreement applies to all employees employed by Breville Pty Ltd, who are engaged as Storemen and Packers at the Botany Distribution Centre located at Building 2, 1A Hale Street, Botany NSW 2019, who fall within the coverage of the Storemen and Packers, General (State) Award.

Nominal Term: 30 Months.

EA06/119 - Manildra Group of Companies Bomaderry Site Agreement 2006

Made Between: Manildra Group of Companies -&- the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, Electrical Trades Union of Australia, New South Wales Branch, The Australian Workers' Union, New South Wales .

New/Variation: Replaces EA04/150.

Approval and Commencement Date: Approved 3 March 2006 and commenced 1 January 2006.

Description of Employees: The agreement applies to all Production and Maintenance employees employed by the Manildra Group of Companies, who are engaged in the Company's operations at the Bomaderry site in NSW in accordance with the classification levels in Appendix A, B and C of this agreement, who fall within the coverage of the following awards: Metal, Engineering and Associated Industries (State) Award, Transport Industry - Mixed Enterprises Interim (State) Award, Electricians, &c. (State) Award and the Starch Manufacturers, &c. (State) Award.

Nominal Term: 24 Months.

EA06/120 - Brambles Industrial Services Port Kembla TWU Enterprise Agreement 2005

Made Between: Brambles Australia Limited -&- the Transport Workers' Union of New South Wales.

New/Variation: Replaces EA03/113.

Approval and Commencement Date: Approved and commenced 28 February 2006.

Description of Employees: The agreement applies to all employees employed by Brambles Industrial Services, a division of Brambles Australia Limited, engaged at the Port Kembla site, who fall within the coverage of the Transport Industry (State) Award.

Nominal Term: 36 Months.

EA06/121 - Aids Council of NSW Inc. Enterprise Agreement 2005-2008

Made Between: Aids Council of NSW Inc. -&- the Australian Services Union of N.S.W..

New/Variation: Replaces EA03/87.

Approval and Commencement Date: Approved and commenced 18 January 2006.

Description of Employees: The agreement applies to all employees employed by AIDS Council of NSW located at 9 Commonwealth Street, Surry Hills NSW 2010, who are engaged at ACON's establishments wherever located, excluding Senior Managers and Executive Managers, who fall within the coverage of the Socian and Community Services Employees (State) Award and the Clerical and Administrative Employees (State) Award.

Nominal Term: 36 Months.

EA06/122 - Boral Transport Agreement 2005

Made Between: Boral Construction Materials Group Limited -&- the Transport Workers' Union of New South Wales.

New/Variation: Replaces EA05/42.

Approval and Commencement Date: Approved 3 February 2006 and commenced 1 November 2005.

Description of Employees: The agreement applies to all Drivers employed by Boral Construction Materials Group Limited located at Clunies Ross Street, Prospect NSW 2149, who are engaged with work in connection with a depot operated by Boral Transport Ltd at Emu Plains, Port Kembla, Doyalson, Queanbeyan or Greystanes and/or who perform work under an arrangement between Boral Transport Ltd and Blue Circle Souther Cement for the cartage of bulk cement product and bulk lime product in pressurised containers, who fall within the coverage of the Transport Industry (State) Award, Transport Industry - Quarried Materials (State) Award, Boral Transport Ltd NSW Operations Joint Development (State) Award 1996 and the Boral Transport Ltd NSW Joint Development (State) Award 1994.

Nominal Term: 20 Months.

EA06/123 - Serco Australia Transport Services Port Kembla Agreement 2005

Made Between: Serco (Australia) Pty Ltd -&- The Australian Workers' Union, New South Wales .

New/Variation: Replaces EA04/64.

Approval and Commencement Date: Approved and commenced 10 February 2006.

Description of Employees: The agreement applies to all employees employed by Serco Australia Pty Ltd at the BlueScope Steel Contract, Port Kembla, who are engaged in any of the classification set out in this agreement, who fall within the coverage of the Transport Industry - Motor Bus Drivers and Conductors (State) Award.

Nominal Term: 33 Months.

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