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NEW SOUTH WALES  
**INDUSTRIAL GAZETTE**

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**SERIAL C3849****CROWN EMPLOYEES (POLICE OFFICERS - 2005) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Police.

(No. IRC 3432 of 2005)

Before The Honourable Justice Boland

14 July 2005

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

Clause No.            Subject Matter

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**DIVISION 1 - GENERAL****2. No Further Claims**

- (i) This Award provides for:
- (a) pay increases of 4% with effect from the beginning of the first full pay period to commence on or after 1 July 2005, 2% with effect from the beginning of the first full pay period to commence on or after 1 July 2006, 2% with effect from the beginning of the first full pay period to commence on or after 1 January 2007, 2% with effect from the beginning of the first full pay period to commence on or after 1 July 2007, and 2% with effect from the beginning of the first full pay period to commence on or after 1 January 2008;
  - (b) new salary scales for Detectives, Sergeants, Inspectors and Superintendents from the first full pay period to commence on or after 1 July 2006, and
  - (c) enhanced extended, maternity, parental and adoption leave conditions for officers who have an entitlement to commence the relevant form of leave on or after 1 July 2005.
- (ii) The next Award shall commence on 1 July 2008 and provide for a 2% pay increase with effect from the beginning of the first full pay period to commence on or after 1 July 2008 and 2% with effect from the beginning of the first full pay period to commence on or after 1 January 2009;
- (iii) The pay increases and enhanced conditions in subclauses (i) and (ii) above arise from the agreement of the parties as contained within the 2005 Memorandum of Understanding between the Commissioner of
- (iv) Except as prescribed in Clause 70, Leave Reserved, the pay increases and enhanced conditions provided by this Award are premised on the basis that there shall be no new salaries or conditions claims arising from negotiations of productivity and efficiency improvements covered by the Memorandum of Understanding referred to in subclause (iii) above.

**3. Definitions**

- (i) "Officer" or "Officers" means - and includes all persons appointed pursuant to the *Police Act* 1990, to be a police officer member of New South Wales Police, including probationary constables, who as at the date of operation of this Award were occupying a position or rank specified in this Award, or who after

that date are appointed to such a position or rank, but excluding those police officers employed as members of New South Wales Police Senior Executive Service.

- (ii) "Non-Commissioned Officer" means - and includes all persons defined as officers in subclause (i) above who are employed in a non-commissioned capacity, as prescribed by section 3, "Definitions", of the *Police Act 1990*.
- (iii) "Commissioned Officer" means - and includes all persons defined as officers in subclause (i) above who are employed in a commissioned capacity, as prescribed by section 3, "Definitions", of the *Police Act 1990*.
- (iv) "Commissioner" means - the Commissioner of Police for the State of New South Wales or any person acting in such position from time to time.
- (v) "Service" means - continuous service. Future appointees shall be deemed to have the years of service indicated by the salaries at which they are appointed.
- (vi) "Association" means - the Police Association of New South Wales.
- (vii) "Flexible Rostering Guidelines" means - the guidelines agreed between the parties for the operation of flexible rosters, including the administration of leave, as varied from time to time by agreement.
- (viii) "Local Arrangements" means - an agreement reached at the sub-organisational level between the Commissioner and the Association in terms of clause 15 Local Arrangements of this Award.
- (ix) "Detective" means - A Non-Commissioned Officer who is designated as a Detective or is currently undertaking or prepared to undertake the Detectives Education Program and who is permanently appointed to the duty type of Criminal Investigation.
- (x) "Leading Senior Constable" means - and includes those Non-Commissioned Officers employed by New South Wales Police, who on or after the date of operation of this Award are appointed as a Leading Senior Constable in accordance with clause 36 of this Award.

#### **4. Commitment to Professional and Ethical Conduct**

- (i) Officers shall maintain the highest possible standards of professional and ethical conduct.
- (ii) It is the responsibility of officers to be fully conversant with New South Wales Police Code of Conduct and Ethics and to ensure their actions are fully informed by the requirements of the Code.
- (iii) Officers shall be responsible for maintaining the currency of their professional knowledge and be proactive in maintaining the requisite competencies for incremental progression.
- (iv) For its part New South Wales Police will fully support officers who report corrupt, unethical or unprofessional conduct and those officers who make honest mistakes in the course of their duties.

#### **5. 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, responsibilities as a carer, and age.
- (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 less than 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 the Act effects. any other act or practice of a body established to propagate religion that conforms with the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

**6. Inspection of Award**

A copy of this Award shall be available for inspection by officers at each Branch, Station or other place of attachment.

**7. Existing Privileges**

Except so far as altered expressly or by necessary implication, this Award is made on the understanding that all other existing privileges and conditions not specified herein shall continue during its currency.

**8. Salary Sacrifice to Superannuation and Other Employee Benefits**

- (i) With respect to Non-Commissioned Officers, "salary" for the purposes of this clause, means the "Loaded Salary" prescribed by Table 1 - Non-Commissioned Officers' (Other than Detectives) Salaries of Part B, Monetary Rates and Table 2 - Detectives' Salaries of Part B, Monetary Rates. With respect to Commissioned Officers, "salary", for the purposes of this clause, means the "all up" salaries prescribed by Table 2 - Commissioned Officers' Salaries of Part B, Monetary Rates
- (ii) An officer may elect, subject to the agreement of New South Wales Police, to sacrifice a portion of their salary, as defined in subclause (i), to additional superannuation contributions and/or any other employee benefit(s) as approved from time to time by the Director General, Premiers Department, New South Wales 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, as defined, or 50 per cent of the currently applicable superannuable salary, whichever is the lesser. In this clause, "superannuable salary" means the officer's salary as notified from time to time to the New South Wales public sector superannuation trustee corporations.



- (iii) Where the officer has elected to sacrifice a portion of that payable salary to additional employer superannuation contributions and/or other approved employee benefit(s):
- (a) the officer shall be provided with a copy of the signed agreement; the Salary Packaging Agreement may be terminated at any time at the officer's election; the Salary Packaging Agreement ceases on termination of the officer's service with New South Wales Police;
  - (b) subject to Australian Taxation Law, the sacrificed portion of salary will reduce the salary subject to appropriate PAYG taxation deductions by the amount of that sacrificed portion; and
  - (c) any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payment of leave taken in service, to which an officer is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to an officer's salary, shall be calculated by reference to the salary which would have applied to the officer in the absence of any salary sacrifice to superannuation and/or any other approved employee benefit(s) made under this Award.
- (iv) An officer 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 employer's agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.
- (v) Where an officer elects to salary sacrifice in terms of subclause (ii) above New South Wales Police will pay or will arrange to have paid the sacrificed amount into the relevant superannuation fund and/or towards any other approved employee benefit(s).
- (vi) Where an officer 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*,
- New South Wales Police must ensure that the amount of any additional employer superannuation contributions and/or the value of any other approved benefit(s) as prescribed in subclause (ii) above is included in the officer's superannuable salary which is notified to the New South Wales public sector superannuation trustee corporations.
- (vii) Where, prior to electing to sacrifice a portion of their salary to superannuation and/or any other approved benefit(s), an officer had entered into an agreement with New South Wales Police to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause (vi) above, New South Wales Police will continue to base contributions to that fund on the salary payable to the same extent as applied before the officer sacrificed a portion of that salary to superannuation and/or any other approved employee benefit(s). This clause applies even though the superannuation contributions made by New South Wales Police may be in excess of superannuation guarantee requirements after the salary sacrifice is implemented.

### 9. Top-Up Supplementation of Workers' Compensation

- (i) This clause shall apply to officers who commenced employment with New South Wales Police on or after 1 April 1988 and who are in receipt of workers compensation payments pursuant to the *Workers Compensation Act 1987* with respect to any injury or illness arising out of or in the course of their employment as a police officer.
- (ii) New South Wales Police shall pay to any officer, as defined in sub-clause (i) above, the difference between the statutory amount of any workers compensation payments received by the officer and the ordinary rate of pay of the officer.
- (iii) The officer's entitlement to sick leave shall not be affected by this clause.
- (iv) The provisions of this clause shall only apply whilst ever an officer remains as an employee of New South Wales Police.

### 10. Deduction of Police Association of New South Wales Membership Fees

New South Wales Police shall deduct Association membership fees from the salaries of officers who are members of the Association and have signed the appropriate authority. Unless New South Wales Police and the Association agree to other arrangements, Association membership fees shall be deducted and forwarded directly to the Association on a fortnightly basis.

### 11. Travelling Allowances

- (i) The Commissioner shall require officers to obtain an authorisation for all official travel prior to incurring any travel expense.
- (ii) Where available at a particular centre or location, the overnight accommodation to be occupied by officers who travel on official business shall be the middle of the range standard, referred to generally as three-star or three-diamond standard of accommodation.
- (iii) An officer who performs official duty from a temporary work location shall be compensated for accommodation, meal and incidental expenses properly and reasonably incurred during the time actually spent away from the officer's residence in order to perform that duty.
- (iv) For the first 35 days, the officer may claim either:
  - (a) the appropriate rate of allowance specified in Item 1 of Table 4, Part B, Monetary Rates, for every period of 24 hours absence by the officer from their residence; and the rate of meal allowances specified in Item 3 of Table 4 of Part B, Monetary Rates (excluding morning and afternoon teas) for any residual part day travel; or
  - (b) actual expenses, properly and reasonably incurred for the whole trip on official business (excluding morning and afternoon teas) together with an incidental expenses allowance set out in Item 2 of Table 4 of Part B, Monetary Rates.
- (v) Payment of allowance as described in subclause (iv) above for an absence of less than 24 hours may be made only where the officer satisfies the Commissioner that, despite the period of absence being of less than 24 hours' duration, expenditure for accommodation and three meals has been reasonably and necessarily incurred.
- (vi) Where an officer is unable to so satisfy the Commissioner, the allowance payable for part days of travel shall be limited to the expenses incurred during such part day travel.
- (vii) After the first 35 days and up to 6 months at a temporary location an officer in receipt of an allowance as set out in Item 1 of Table 4 of Part B, Monetary Rates shall have that allowance reduced by 50% provided that the reduced allowance paid to officers located in Broken Hill shall be increased by one fifth.

## (viii) Adjustment of Allowances

Where the Commissioner is satisfied that an allowance under subclauses (iv) and (vii) is:

- (a) insufficient to adequately reimburse the officer for expenses properly and reasonably incurred, a further amount may be paid to reimburse the officer for the additional expenses that may be incurred; or
- (b) in excess of the amount which would adequately reimburse the officer for expenses properly and reasonably incurred the Commissioner may reduce the allowance to an amount which would reimburse the officer for expenses incurred reasonably and properly.

## (ix) Production of Receipts

Payment of any actual expenses shall be subject to the production of receipts, unless the Commissioner is prepared to accept other evidence from the officer.

## (x) Travelling Distance

The need to obtain overnight accommodation shall be determined by the Commissioner having regard to the safety of the officer or officers travelling on official business and local conditions applicable in the area. Where officers are required to perform duty during the evening or officers are required to commence duty early in a location away from their workplace, overnight accommodation shall be appropriately granted by the Commissioner.

## 12. Provision of Quarters

- (i) With respect to Non-Commissioned Officers, "salary", for the purposes of this clause, means the "Loaded Salary" prescribed by Table 1 - Non-Commissioned Officers' Salaries of Part B, Monetary Rates and the "Base Salary" prescribed by Table 2 - Detectives' Salaries of Part B, Monetary Rates plus the 11.5% Loading as prescribed in Clause 35 of this Award. With respect to Commissioned Officers, "salary", for the purposes of this clause, means the "all up" salaries prescribed by Table 2 - Commissioned Officers' Salaries of Part B, Monetary Rates of this Award.
- (ii) The salary of officers as defined in subclause (i) above is inclusive of an amount of 3% being an allowance in lieu of quarters. Officers provided with quarters shall have deducted from their salary, as defined in subclause (i) above, an amount of 3% of such sum.

## 13. Remote Area - Living Allowances

- (i) For the purpose of this clause "Remote Area" means, an area of the State situated on or to the west of a line starting from the right bank of the Murray River opposite Swan Hill and then passing through the following towns or localities in the following order, namely: Conargo, Coleambally, Hay, Rankins Springs, Marsden, Condobolin, Peak Hill, Nevertire, Gulargambone, Coonabarabran, Wee Waa, Moree, Warialda, Ashford and Bonshaw, and includes a place situated in any such town or locality.
- (ii) An Officer shall be paid an allowance for the increased cost of living and the climatic conditions in a remote area, if:
  - (a) indefinitely stationed and living in a remote area as defined in subclause (i) above; or
  - (b) not indefinitely stationed in a remote area but because of the difficulty in obtaining suitable accommodation compelled to live in a remote area as defined in subclause (i) above.
- (iii) The grade of appropriate allowance payable under this clause shall be determined as follows:
  - (a) Grade A allowances - the appropriate rate shown as Grade A in Table 5 - Remote Areas - Living Allowance of Part B, Monetary Rates, in respect of all locations in a remote area, as defined in

subclause (i) above, except as specified in paragraphs (b) and (c) of this subclause; Non-Commissioned Officers.

- (b) Grade B allowances - the appropriate rate shown as Grade B in Table 5 - Remote Areas - Living Allowance of Part B, Monetary Rates, in respect of the towns and localities of Angledool, Barringun, Bourke, Brewarrina, Clare, Enngonia, Goodooga, Ivanhoe, Lake Mungo, Lightning Ridge, Louth, Mungindi, Pooncarie, Redbank, Walgett, Wanaaring, Weilmoringle, White Cliffs, Wilcannia and Willandra.
- (c) Grade C allowances - the appropriate rate shown as Grade C in Table 5 - Remote Areas - Living Allowance of Part B, Monetary Rates, in respect of the localities of Fort Grey, Mutawintji, Mount Wood, Nicoleche, Olive Downs, Tibooburra and Yethong.

#### **14. Part-Time Employment**

- (i) Officers may be employed on a part time basis for a period of less than 38 hours per week under guidelines agreed between the parties. While 10 hours per fortnight is generally regarded as a reasonable minimum, the Commissioner may approve a lesser minimum where it is necessary for the officer to work fewer hours per fortnight.
- (ii) Officers working under a part time arrangement shall be paid a pro rata of the relevant full time salary based on the following formula:

$$\frac{\text{Relevant Full-time Salary}}{\text{Salary}} \times \frac{\text{Average Weekly Hours Worked}}{38}$$

- (iii) Part time employment may be worked under an ongoing arrangement (permanent part time work) or for a defined period time (part time leave without pay).
- (iv) Leave entitlements for part time officers shall generally be calculated on a pro rata basis in accordance with the average weekly hours worked. Relevant Full Time Salary.
- (v) Increments for part time officers shall be paid at the normal date with salary paid on a pro rata basis subject to the competency and performance requirements outlined in clauses 65 and 76 of this Award.

#### **15. Local Arrangements**

- (i) Local arrangements, as specified in this Award, may be negotiated between the Commissioner and the Association in respect to:
  - (a) any organisational unit within New South Wales Police or part thereof;
  - (b) a particular group of officers; or
  - (c) a particular duty type.
- (ii) All local arrangements negotiated between the Commissioner and the Association must be contained in a formal document, such as an agreement made pursuant to s86 of the *Police Act 2000*, a co-lateral agreement, a memorandum of understanding, an award, an enterprise agreement or other industrial instrument.
- (iii) Local arrangements shall not result in any net disadvantage to officers in terms of their total remuneration and conditions of employment.

## DIVISION 2 - LEAVE

### 16. Leave Generally

Except as otherwise provided for in this division the leave entitlements of officers are prescribed by Part 6 of the Police Regulation, 2000.

### 17. Applications for Leave

- (i) An application by an officer for leave under this division shall be made to and be dealt with by the Commissioner. For the purpose of this division any reference to the Commissioner shall mean either the Commissioner or any other member of New South Wales Police with the delegated authority to approve leave pursuant to section 31 of the *Police Act 1990*.
- (ii) The Commissioner, in dealing with any such application must have regard to the operational requirements of New South Wales Police, but as far as practicable is to deal with the application in accordance with the wishes of the officer.

### 18. Annual Leave

- (i) Annual leave on full pay accrues to a Non-Commissioned Officer at the rate of 6 weeks (228 working hours) per year.
- (ii) Annual leave on full pay accrues to a Commissioned Officer;
  - (a) at the rate of 5 weeks (190 working hours) per year, or
  - (b) at the rate of 6 weeks (228 working hours) if the officer qualifies for 22.8 or more additional working hours leave in accordance with subclause (v) and is regularly rostered to work shift work on Sundays and Public Holidays.
- (iii) Annual leave shall be debited in accordance with the ordinary hours the officer would have been rostered to work had they not been on leave. Provided further that those Commissioned Officers referred to in paragraph (a) of subclause (ii) above, shall be debited 7.6 hours for each working day taken as annual leave.
- (iv) An officer while attached to a police station within the Western or Central Division (within the meaning of the *Crown Lands Consolidation Act 1913*, as in force immediately before its repeal) accrues additional annual leave on full pay at the rate of 38 working hours per year, or pro rata where only part of the year is spent attached to a police station or stations within the qualifying zones.
- (v) An officer who is rostered to work their ordinary hours of duty on a Sunday or public holiday shall, on the completion of the relevant qualifying period, accrue additional annual leave on full pay on the following basis:

Number of ordinary working hours worked on Sundays and/or Public Holidays during a qualifying period	Additional Annual Leave
From 30.4 up to 76	7.6 hours
More than 76 up to 129.2	15.2 hours
More than 129.2 up to 182.4	22.8 hours
More than 182.4 up to 252.6	30.4 hours
More than 252.6	38 hours

For the purpose of this subclause a qualifying period shall mean the period commencing 12 months from 1 December each year.

- (vi) An officer shall accrue additional annual leave on full pay at the rate of 7.6 working hours for each holiday publicly observed throughout the State, other than the days on which New Year's Day, Australia

Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queens Birthday, Labour Day, Christmas Day or Boxing Day are publicly observed.

- (vii) At least 2 consecutive weeks annual leave shall be taken by an officer every 12 months except by agreement with the Commissioner or where an officer has insufficient leave to credit.
- (viii) The Commissioner shall notify an officer in writing when accrued annual leave reaches 9 weeks (342 working hours) and at the same time may direct the officer to take up to 3 weeks annual leave within 6 months of notification.
- (ix) The Commissioner shall notify an officer in writing when accrued annual leave reaches 12 weeks (456 working hours) and direct the officer to take up to 3 weeks annual leave within 12 weeks of the notification.
- (x) Conservation of Leave - If the Commissioner is satisfied that an officer is prevented by operational or personal reasons from taking sufficient annual leave to reduce accrued leave below an acceptable level of between 6 and 9 weeks the Commissioner shall:
  - (a) specify in writing the period of time during which the excess leave shall be conserved, and
  - (b) on the expiration of the period during which the conservation of leave applies, grant sufficient leave to the officer at a mutually convenient time to enable the accrued leave to be reduced to an acceptable level.
- (xi) Annual Leave will generally be taken in periods of one week or multiples of one week inclusive of any Rest Days or Recurrent Leave Days. Lesser periods of Annual Leave may be taken by agreement between the Officer and their Commander/Manager.
- (xii) The Commissioner shall inform an officer in writing on a regular basis of the officer's annual leave accrual.
- (xiii) Termination of services
  - (a) An officer who resigns or retires or whose services are otherwise terminated (except by death) is, on cessation of employment, entitled to be paid immediately, instead of annual leave accrued and remaining untaken, the money value of that leave as a gratuity.
  - (b) An officer to whom paragraph (a) above applies may elect to take either the whole or part of the annual leave accrued and remaining untaken at cessation of active duty as annual leave on full pay instead of taking the money value of that leave as a gratuity.
  - (c) If an officer has acquired a right to annual leave with pay and dies before entering on it, or after entering on it dies before its termination:
    - (1) the officer's surviving spouse, or
    - (2) if there is no such surviving spouse, the officer's children, or
    - (3) if there is no such surviving spouse or child, a person who, in the opinion of the Commissioner, was, at the time of the officer's death, a dependant relative of the officer,is entitled to receive the money value of the leave not taken.
  - (d) If there is a guardian of any children entitled under paragraph (c), the payment to which those children are entitled may be made to that guardian for their maintenance, education and advancement.

- (e) If there is no person entitled under paragraph (c) to receive the money value of any leave not taken or not completed by an officer or which would have accrued to an officer, the payment is to be made to the officer's personal representatives.
  - (f) If payment of the money value of leave has been made under this clause, the Crown and the Commissioner cease to be liable for payment of any amount in respect of that leave.
  - (g) In this subclause, "surviving spouse" of an officer who has died includes any person who, immediately before the death, was in a de facto relationship (within the meaning of the *Property (Relationships) Act 1984* with the officer.
- (xiv) Accrual of Annual Leave While on Extended Leave, Sick Leave
- (a) Annual leave accrues in respect of any period an officer is on extended leave on full or double pay, but during one-half only of any period of extended leave on half pay.
  - (b) Annual leave accrues in respect of any period during which an officer is on sick leave (whether with or without pay) and in respect of any period of leave without pay granted on account of incapacity for which compensation has been authorised to be paid under the *Workers Compensation Act 1987*.

### 19. Extended Leave

- (i) Except as otherwise provided for in this clause the extended leave entitlements of officers are prescribed by Part 6, Division 2 of the Police Regulation, 2000.
- (ii) Entitlement To Extended Leave
  - (a) Subject to this Clause, an officer is entitled:
    - (1) after service for 7 years, to an amount of leave proportionate to an officer's length of service (up to 10 years), calculated on the basis of 2 months (334.4 working hours) on full pay or 4 months (668.8 working hours on half pay), on half pay, or 1 month (167.2 working hours on double pay) for 10 years served, and
    - (2) after service for more than 10 years, to:
      - (i) leave as provided by sub paragraph (1), and
      - (ii) in addition, an amount of leave proportionate to the officer's length of service after 10 years, calculated on the basis of 5 months (836 working hours) on full pay, or 10 months (1,672 working hours) on half pay, or 2.5 months (418 working hours) on double pay, for 10 years served after service for 10 years.
  - (b) For the purpose of calculating the entitlement of an officer to extended leave under this subclause at any time:
    - (1) there must be deducted from the amount of extended leave to which, but for this paragraph, that officer would be entitled:
      - (i) any extended leave, or leave in the nature of extended leave, and
      - (ii) the equivalent, in extended leave, of any benefit instead of extended leave or leave in the nature of extended leave, and
    - (2) taken or received by that officer before that time, and
    - (3) the provisions of the *Transferred Officers Extended Leave Act 1961* have effect.

- (c) If the services of an officer with at least 5 years' service and less than 7 years' service are terminated (otherwise than by the making of an order pursuant to section 181D of the *Police Act 1990*):
- (1) by the Crown, the Governor or the Commissioner for any reason other than the officer's serious and intentional misconduct, or
  - (2) by the officer on account of illness, incapacity or domestic or other pressing necessity, the officer is entitled:
  - (3) for 5 years' service, to 1 month's leave (167.2 working hours) on full pay, and
  - (4) for service after 5 years, to a proportionate amount of leave on full pay calculated on the basis of 3 month's leave (501.6 working hours) for 15 years' service.
- (d) For the purposes of subclause (a) above, "service" includes:
- (1) service under the *Teaching Services Act 1980*, and
  - (2) any period of leave without pay taken before the commencement of the *Public Service and Other Statutory Bodies (Extended Leave) Amendment Act 1963*, and
  - (3) in the case of an officer who has completed at least 7 years' service, any period of leave without pay, not exceeding 6 months, taken after that commencement.
- (e) In subparagraph (d) (3), for the purpose of determining whether or not an officer has completed at least 7 years' service, the officer's period of service is to be taken:
- (1) to include any period of leave without pay taken before the commencement of the *Public Service and Other Statutory Bodies (Extended Leave) Amendment Act 1963*, and
  - (2) to exclude any period of leave without pay taken after that commencement.
- (iii) Debiting Extended Leave
- (a) Where an officer is granted sufficient extended leave to enable a complete rostered week to be taken as extended leave, then the officer's credit of extended leave shall be debited by 38 hours and the officer shall be deemed to be on extended leave for the entire rostered week, inclusive of rest days recurrent leave days and public holidays.
  - (b) Where an officer seeks and is granted sufficient extended leave to enable a lesser period than a complete rostered week to be taken as extended leave, inclusive of rest days and recurrent leave days, then the officer's extended leave credits will be debited by the hours the officer would have otherwise worked in accordance with the roster had the officer not been on extended leave. Provided further that a Commissioned Officer with an annual leave entitlement of 5 weeks (190 working hours) shall be debited 7.6 hours for each working day taken as extended leave.
  - (c) An officer may apply for extended leave at double pay. Where such leave is granted and taken, the amount of extended leave debited from the officer's entitlement shall be double of that which would otherwise be debited if the officer had applied for extended leave at full pay.
  - (d) Public Holidays that fall whilst an officer is on extended leave shall be paid and not debited from the officer's extended leave entitlement.
  - (e) Prior to entering on extended leave and/or immediately following resumption, an officer's ordinary working hours shall, if necessary, be adjusted so that the officer's ordinary hours average 38 per week for that part of the roster period not included in the period of extended leave.



(iv) Entitlement to Gratuity Instead of Extended Leave

An officer who has acquired a right to extended leave with pay is entitled, immediately on the termination of the officer's services, to be paid instead of that leave the money value of the extended leave as a gratuity in addition to any gratuity to which the officer may be otherwise entitled.

(v) Payment Where Officer Has Died

(a) If an officer has acquired a right to extended leave with pay and dies before starting it, or after starting it dies before completing it:

- (1) the officer's surviving spouse, or
- (2) if there is no such surviving spouse, the officer's children, or
- (3) if there is no such surviving spouse or child, a person who, in the opinion of the Commissioner, was, at the time of the officer's death, a dependant relative of the officer, is entitled to receive the money value of the leave not taken, or not completed, calculated at the rate of salary that the officer received at the time of his or her death, less any amount paid to the officer in respect of the leave not taken, or not completed.

(b) If an officer with at least 5 years' service as an adult and less than 7 years' service dies:

- (1) the officer's surviving spouse, or
- (2) if there is no such surviving spouse, the officer's children, or
- (3) if there is no such surviving spouse or child, the persons who, in the opinion of the Commissioner, were, at the time of the death of the officer, dependant relatives of the officer, is or are entitled to receive the money value of the leave which would have accrued to the officer had her or his services terminated, calculated at the rate of salary that the officer was receiving at the time of his or her death.

(c) If there is a guardian of any children entitled under paragraph (a) or (b), the payment to which those children are entitled may be made to that guardian for their maintenance, education and advancement.

(d) If there is no person entitled under paragraph (a) or (b) to, receive the money value of any leave not taken or not completed by an officer or which would have accrued to an officer, payment in respect of that leave must be made to the officer's personal representatives.

(e) Any payment under this clause is in addition to any payment due under any Act under which superannuation benefits are paid.

(f) If payment of the money value of leave has been made under this clause, the Crown and the Commissioner cease to be liable for payment of any amount in respect of that leave.

(g) In this subclause, "surviving spouse" of an officer who has died includes any person who, immediately before the death, was in a de facto relationship (within the meaning of the *Property (Relationships) Act* 1984 with the officer.

## 20. Sick Leave

(i) Except as otherwise provided for in this clause, the sick leave entitlements of officers are prescribed by Part 6, Division 8 of the Police Regulation, 2000.

- (ii) Authority to grant sick leave
  - (a) If the Commissioner is satisfied that an officer is unable to perform her or his duty because of illness, the Commissioner:
    - (1) must, subject to this subclause, grant the officer sick leave on full pay, and
    - (2) may, subject to this subclause, grant the officer sick leave without pay if the absence of the officer exceeds his or her entitlement to sick leave on full pay under this clause.
  - (b) An officer may elect to take available annual or extended leave instead of sick leave without pay.
- (iii) Requirements For Medical Certificate
  - (a) An officer absent from duty because of illness:
    - (1) in respect of any such absence in excess of 3 consecutive working days, must furnish a medical certificate to the Commissioner, or
    - (2) in respect of any such absence of 3 consecutive working days or less, must if required to do so by the Commissioner, furnish a medical certificate to the Commissioner.
  - (b) Despite paragraph (a), the Commissioner may at any time require an officer who has been granted sick leave to furnish medical evidence of the inability of the officer to resume duty.
  - (c) If an officer applying for sick leave furnishes a medical certificate which appears to the Commissioner to indicate that the condition of the officer does not warrant the grant of sick leave, that application together with that medical certificate is to be referred immediately by the Commissioner to a medical practitioner for consideration.
  - (d) The nature of the leave to be granted to an officer in respect of an application referred to in paragraph (c) is to be determined by the Commissioner on the advice of a medical practitioner.
  - (e) If sick leave is not granted to an officer in respect of an application referred to in paragraph (c), the Commissioner is, as far as practicable, to take into account the wishes of the officer concerned when determining the nature of the leave to be granted in respect of the application.
  - (f) An officer may elect to have an application for sick leave dealt with confidentially by a medical practitioner in accordance with such procedures as may be determined from time to time by the Commissioner.
  - (g) Where an officer on annual leave or extended leave furnishes to the Commissioner a satisfactory medical certificate in respect of illness occurring during that leave, the Commissioner may, subject to the provisions of this subclause, grant sick leave to the officer for the following period:
    - (1) in the case of an officer on annual leave, the period set out in the medical certificate,
    - (2) in the case of an officer on extended leave, the period set out in the medical certificate, unless that period is less than 7 calendar days.
  - (h) Paragraph (g) applies to all officers other than those on leave prior to resignation or termination of services, unless the resignation or termination of services amounts to a retirement.
  - (i) Paragraph (g) does not apply to sick leave that has been taken for carer's leave purposes in accordance with clause 21 of this Award.

## (iv) Sick Leave Entitlements

- (a) Sick leave on full pay accrues to an officer at the rate of 15 working days (114 working hours) each calendar year, and any such accrued leave, which is not taken, is cumulative.
- (b) Sick leave shall be debited in accordance with the ordinary hours the officer would have worked had they not been absent on sick leave. Provided further that a Commissioned Officer with an annual leave entitlement of 5 weeks (190 working hours) shall be debited 7.6 hours for each working day taken as extended leave.
- (c) Sick leave on full pay accrues at the beginning of the calendar year, but if an officer is appointed during a calendar year, sick leave on full pay accrues on the date the officer commences duty at the rate of one and a quarter working days (9.5 working hours) for each complete month before the next 1 January.

## (v) Re credit Of Rest Days - Non-Commissioned Officers

Any Non-Commissioned Officer who is sick on two or more rest days in any rostered week may elect to have the second and subsequent rest days re-credited and have their sick leave debited accordingly. Such re-credited rest days will be taken as rest days in lieu at a mutually convenient time in the current or next roster period. The number of hours to be debited from sick leave on a rest day when sick shall be the number of rostered hours that would have otherwise been worked on the day or days taken as rest day(s) in lieu. Provided further that no more than three rest days can be re-credited for any one continuous period of sick leave.

## (vi) Payment During Initial Period Of Service

- (a) No more than 5 work days' (38 working hours) sick leave is to be granted to an officer during the first 3 months of service unless a satisfactory medical certificate in respect of each absence is furnished.
- (b) On completion of the first 12 months' service, payment may be made to an officer for such portion of sick leave taken without pay during the first 3 months of that service as, with the addition of all sick leave on full pay granted during that period of 12 months, does not exceed a total of 15 working days (114 working hours).

## (vii) Procedure Where Workers Compensation Claimed

- (a) This paragraph applies where an officer is or becomes unable to attend for duty or to continue on duty in circumstances which may give the officer a right to claim compensation under the *Workers Compensation Act 1987*.
- (b) If an officer has made a claim for any such compensation, the officer may, pending the determination of that claim and subject to the provisions of this clause and to paragraphs (d) and (g), be granted by the Commissioner sick leave on full pay for which the officer is eligible, and if that claim is accepted the equivalent period of any such sick leave is to be restored to the credit of the officer.
- (c) If an officer who is required to submit to a medical examination under the *Workers Compensation Act 1987* in relation to a claim for compensation under that Act refuses, to submit to or in any way obstructs any such examination the officer is not to be granted sick leave on full pay until that examination has taken place and a medical certificate has been given indicating that the officer is not fit to resume duty.
- (d) If, as a result of any such medical examination:
  - (1) a certificate is given under the *Workers Compensation Act 1987* setting out the condition and fitness for employment of the officer or the kind of employment for which the officer is fit, and

- (2) the Commissioner makes available to the officer employment falling within the terms of that certificate, and
- (3) the officer refuses or fails to resume or perform the employment so provided, all payments in accordance with this clause are to cease from the date of that refusal or failure.
- (e) Despite sub paragraph (2), if there is a commutation of weekly payments of compensation by the payment of a lump sum pursuant to section 51 of the *Workers Compensation Act 1987*, there will then be no further sick leave granted on full pay.

(viii) Procedure Where Other Claim Has Been Made

- (a) This paragraph applies if the circumstances of any injury to or illness of an officer may give rise to a claim for damages or to compensation, other than compensation under the *Workers Compensation Act 1987*.
- (b) Sick leave on full pay may, subject to and in accordance with this clause, be granted to an officer on completion of an undertaking by the officer in a form approved by the Commissioner:
  - (1) that any such claim if made will include a claim for the value of any period of sick leave on full pay granted, and
  - (2) that, if the officer receives or recovers damages or compensation pursuant to that claim for loss of salary during any such period of sick leave, the officer will repay to the Commissioner such money as is paid by the Commissioner in respect of any such period of sick leave.
- (c) Sick leave on full pay is not to be granted to an officer who refuses or fails to complete such an undertaking, except with the express approval of the Commissioner given on the grounds that the refusal or failure is unavoidable in the circumstances.
- (d) On repayment made to the Commissioner pursuant to an undertaking given by an officer, sick leave equivalent to that repayment, calculated at the ordinary rate of pay of the officer, is to be restored to the credit of the officer.

**21. Sick Leave to Care for a Family Member**

- (i) Where family and community service leave provided in clause 27 is exhausted, an officer with responsibilities in relation to a category of person set out in subclause (c) of this clause who needs the officer's care and support, may elect to use available paid sick leave, subject to the conditions specified in this subclause, to provide such care and support when a family member is ill.
  - (a) The sick leave shall initially be taken from the current leave year's entitlement followed, if necessary, by the sick leave accumulated over the previous three years. In special circumstances, the Commissioner may grant additional sick leave from the sick leave accumulated during the officer's eligible service.
  - (b) If required by the Commissioner, the officer must establish by production of a medical certificate or statutory declaration, the illness of the person concerned.
  - (c) The entitlement to use sick leave in accordance with this clause is subject to:
    - (1) the officer being responsible for the care and support of the person concerned; and
    - (2) the person concerned being:
      - a spouse of the officer, or

a de facto spouse, being a person of the opposite sex to the officer who lives with the officer as her husband or his wife on a bona fide domestic basis although not legally married to that officer; or

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

a same sex partner who lives with the officer as the de facto partner of that officer on a bona fide domestic basis; or a relative of the officer who is a member of the same household, where for the purposes of this definition:

"relative" means - a person related by blood, marriage, affinity or Aboriginal kinship structures;

"affinity" means - a relationship that one spouse or partner has to the relatives of the other; and

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

## 22. Maternity Leave

- (i) An officer who is pregnant shall, subject to this clause, be entitled to be granted maternity leave as follows
  - (a) for a period up to 9 weeks prior to the expected date of birth; and
  - (b) for a further period of up to 12 months after the actual date of birth
- (ii) An officer who has been granted Maternity Leave may, with the permission of the Commissioner, take leave after the actual date of birth:
  - (a) full-time for a period of up to 12 months; or
  - (b) part-time for a period of up to 2 years; or
  - (c) as a combination of full-time and part-time over a proportionate period up to two years.
- (iii) An officer who has been granted maternity leave and whose child is stillborn may elect to take available sick leave instead of maternity leave.
- (iv) An officer who resumes duty before her child's first birthday or on the expiration of 12 months from the date of birth of her child shall be entitled to resume duty in the position occupied by her immediately before the commencement of maternity leave, if the position still exists.
- (v) If the position occupied by the officer immediately prior to the taking of maternity leave has ceased to exist, but there are other positions available that the officer is qualified for and is capable of performing, the officer shall be appointed to a position of the same rank as the officer's former position.
- (vi) An officer who:
  - (a) applied for maternity leave within the time and in the manner determined by the Commissioner; and
  - (b) prior to the expected date of birth, completed not less than 40 weeks' continuous service, shall be paid at her ordinary rate of pay for a period not exceeding 14 weeks or the period of maternity leave taken, whichever is the lesser period.

- (vii) Except as provided in subclause (vi) of this clause, maternity leave shall be granted without pay.

### **23. Parental Leave**

- (i) Parental Leave shall be granted as follows:
- (a) Short Term Parental leave - an unbroken period of up to one week at the time of the birth of the child or other termination of the pregnancy.
  - (b) Extended Parental leave - not exceeding 12 months.
- (ii) Extended Parental leave may commence at any time up to 2 years from the date of birth or adoption of the child.
- (iii) Extended Parental leave:
- (a) may be taken full-time for a period not exceeding 12 months, or
  - (b) may be taken part-time over a period not exceeding 2 years, or
  - (c) may be taken partly full-time and partly part-time over a proportionate period.
- (iv) An officer who resumes duty immediately on the expiration of parental leave:
- (a) if the position occupied by the officer immediately before the commencement of that leave still exists, is entitled to be placed in that position, or
  - (b) if the position so occupied by the officer has ceased to exist, is entitled to be appointed (subject to the availability of other suitable positions) to another position for which the officer is qualified.
- (v) An officer who:
- (a) applied for parental leave within the time and in the manner determined by the Commissioner; and
  - (b) prior to the expected date of birth, completed not less than 40 weeks' continuous service, shall be paid at the ordinary rate of pay for a period not exceeding 1 week or the period of parental leave taken, whichever is the lesser period.
- (vi) Except as provided in subclause (v) of this clause, parental leave is to be granted without pay.

### **24. Adoption Leave**

- (i) An officer who adopts, and becomes the primary care-giver for, a child:
- (a) if the child has not commenced school at the date of the taking of custody, is entitled to be granted adoption leave for a maximum period of 12 months, or
  - (b) if the child has commenced school at that date, may be granted adoption leave for such period (not exceeding 12 months on a full-time basis) as the Commissioner may determine.
- (ii) Adoption leave referred to in paragraph (i):
- (a) may be taken full-time for a period not exceeding 12 months, or
  - (b) may be taken part-time over a period not exceeding 2 years, or

- (c) may be taken partly full-time and partly part-time over a proportionate period, as the Commissioner may permit.
- (iii) Adoption leave commences on the date when the officer takes custody of the child concerned, whether that date is before or after the date on which a court makes an order for the adoption of the child by the officer.
- (iv) An officer who resumes duty immediately on the expiration of adoption leave:
  - (a) if the position occupied by the officer immediately before the commencement of that leave still exists, is entitled to be placed in that position, or
  - (b) if the position so occupied by the officer has ceased to exist, is entitled to be appointed (subject to the availability of other suitable positions) to another position for which the officer is qualified.
- (v) Except as otherwise provided by subclause (vi), adoption leave is to be granted without pay.
- (vi) An officer who:
  - (a) applies for adoption leave within such time and in such manner as the Commissioner may from time to time determine, and
  - (b) prior to the commencement of adoption leave, completes not less than 40 weeks' continuous service, is entitled to payment at her or his ordinary rate of pay for a period of 14 weeks of adoption leave or the period of adoption leave taken, whichever is the shorter period.

#### **25. Accrual of Leave While on Maternity, Parental Or Adoption Leave**

- (i) For the purpose of accrual of leave by an officer:
  - (a) any period of maternity leave or adoption leave in respect of which payment was made at the rate of full pay is to be counted as service, and
  - (b) half of any period of maternity leave or adoption leave in respect of which payment was made at the rate of half pay is to be counted as service.
- (ii) For the purpose of accrual of leave by an officer, any period of maternity leave, adoption leave or parental leave taken as leave without pay is not to be counted as service except as provided by clause 19, Extended Leave.

#### **26. Incremental Progression While on Maternity Leave, Adoption Leave Or Parental Leave**

- (i) For the purpose of payment of any increment to an officer:
  - (a) a period of maternity leave or adoption leave in respect of which payment was made at the rate of full pay or half pay is to be counted as service, and
  - (b) a period of any maternity leave, adoption leave or parental leave without pay is not to be counted as service.

#### **27. Family and Community Service Leave**

- (i) The Commissioner shall, in the case of emergencies or in personal or domestic circumstances, grant to an officer some or all of the available family and community service leave on full pay.

- (ii) Such cases may include but not be limited to the following:
  - (a) compassionate grounds - such as the death or illness of a close member of the family or an officer or the officer's household;
  - (b) accommodation matters up to one day - such as attendance at court as defendant in an eviction action, arranging accommodation, or when required to remove furniture and effects;
  - (c) emergency or weather conditions - such as when flood, fire or snow etc. threaten property and/or prevent an officer from reporting for duty;
  - (d) other personal circumstances - such as citizenship ceremonies, parent/teacher interviews or attending child's school for other reasons;
- (iii) An officer is not to be granted family and community service leave for attendance at court to answer a criminal charge unless the Commissioner approves the grant of leave in the particular case.
- (iv) The maximum amount of family and community service leave on full pay that may be granted to an officer is:
  - (a) two and a half working days (19 working hours) during the first year of service, and 5 working days (38 working hours) in any period of 2 years after the first year of service, or;
  - (b) after the completion of 2 year's service, 7.6 working hours for each completed year of service on or after 1 January 1995 and 8 working hours for each completed year of service prior to 1 January 1995, less any period of family and community service leave already taken by the officer.
- (v) Family and community service leave shall be debited in accordance with the ordinary hours the officer would have worked had they not been absent on such leave. Provided further that a Commissioned Officer with an annual leave entitlement of 5 weeks (190 hours) shall be debited 7.6 hours for each working day taken as family and community service leave.
- (vi) The Commissioner may grant up to 5 working days' (38 working hours) family and community service leave without pay to an officer in any period of one year if the amount of paid family and community service leave available to the officer for that period has been used.
- (vii) The amount of any family and community service leave without pay that may be granted under subclause (vi) in any period of one year is to be reduced by the amount of any paid family and community service leave already taken by the officer in the same period.
- (viii) Additional paid family and community service leave may be granted to an officer to care for a person for whose care the officer is responsible if the grant of such leave is authorised by a determination of the Public Employment Office.
- (ix) Family and community service leave may be granted under paragraph (viii) only if the officer has accrued sick leave from the current and three previous calendar years and has exhausted all available paid family and community service leave. The availability of sick leave under this paragraph shall be reduced by any sick leave, for personal or carer's purposes, taken during this period. If granted, the family and community service leave so granted replaces that sick leave.

## **28. Leave Without Pay**

- (i) The Commissioner may grant leave without pay to an officer for a period not exceeding 3 years if good and sufficient reason is shown.
- (ii) Leave without pay is subject to such conditions as the Commissioner may from time to time determine.
- (iii) Leave without pay may be granted on a full-time or a part-time basis.



- (iv) Leave without pay is not to be counted as service for the purposes of:
  - (a) accrual of annual leave or sick leave, or
  - (b) the payment of any increment.
- (v) Leave without pay is not to be counted as service for the purposes of:
  - (a) any qualification for promotion within the rank of constable, or
  - (b) the period of any probation.
- (vi) This clause does not apply to leave without pay that is sick leave, maternity leave, adoption leave or parental leave.

### **29. Military Leave**

- (i) During the period of 12 months commencing on 1 July each year, the Commissioner may grant to an officer who is a volunteer part-time member of the Defence Forces, military leave on full pay to undertake compulsory annual training and to attend schools, classes or courses of instruction conducted by the officer's unit.
- (ii) Up to 24 working days (182.4 working hours) military leave per year may be granted by the Commissioner to members of the Naval and Military Reserves and up to 28 working days (212.8 working hours) per year to members of the Air Force Reserve for the activities specified in subclause (i) of this clause.
- (iii) At the expiration of military leave, the officer shall furnish to the Commissioner a certificate of attendance signed by the commanding officer or other responsible officer.

### **30. Special Leave**

- (i) Special leave on full pay is to be granted to officers:
  - (a) for the purpose of attending at any examination under the *Police Act* 1990 or the *Police Regulation, 2000* and
  - (b) up to a maximum of 38 working hours in any 1 year for the purpose of attending at any other examination approved by the Commissioner for the purposes of this subclause.
- (ii) Special leave granted under subclause (i) for the purposes of attending at an examination is to include leave for any necessary travel to or from the place at which the examination is held.
- (iii) Special leave on full pay may be granted to officers for such other purposes and during such periods and subject to such conditions as may be determined from time to time by the Public Employment Office.

## **DIVISION 3 - ASSOCIATION ACTIVITIES**

### **31. Association Activities Regarded as Special Leave**

- (i) The granting of special leave with pay will apply to the following activities undertaken by an association delegate, as specified below:
  - (a) annual or biennial conferences of the delegate's union;
  - (b) meetings of the union's Executive, Committee of Management or Councils;
  - (c) annual conference of Unions NSW and the biennial Congress of the Australian Council of Trade Unions;

- (d) attendance at meetings called by Unions NSW involving a public sector association, which requires attendance of a delegate;
- (e) attendance at meetings called by the PEO, as the employer for industrial purposes, as and when required;
- (f) giving evidence before an Industrial Tribunal as a witness for the association;
- (g) reasonable travelling time to and from conferences or meetings to which the provisions of clauses 31, 32, and 33 of this Award apply.

### **32. Association Activities Regarded as on Duty**

- (i) A association delegate will be released from the performance of normal departmental duty when required to undertake any of the activities specified below. While undertaking such activities the association delegate will be regarded as being on duty and will not be required to apply for leave:
  - (a) Attendance at meetings of the workplace's Occupational Health and Safety Committee and participation in all official activities relating to the functions and responsibilities of elected Occupational Health and Safety Committee members at a place of work as provided for in the *Occupational Health and Safety Act 1983* and the Regulations;
  - (b) Attendance at meetings with workplace management or workplace management representatives;
  - (c) A reasonable period of preparation time, before -
    - (1) meetings with management;
    - (2) disciplinary or grievance meetings when an association member requires the presence of a association delegate; and
    - (3) any other meeting with management,
  - (d) by agreement with management, where operational requirements allow the taking of such time;
    - (1) Giving evidence in court on behalf of the employer;
    - (2) Appearing as a witness before the Government and Related Employees Appeal Tribunal;
    - (3) Representing their association at the Government and Related Employees Appeal Tribunal as an advocate or as a Tribunal Member;
    - (4) Presenting information on the association and association activities at induction sessions for new staff of the department; and
    - (5) Distributing official Association publications or other authorised material at the workplace, provided that a minimum of 24 hours notice is given to workplace management, unless otherwise agreed between the parties. Distribution time is to be kept to a minimum and is to be undertaken at a time convenient to the workplace.

### **33. Association Training Courses**

- (i) the Following Training Courses Will Attract the Grant of Special Leave as Specified Below:
  - (a) accredited Occupational Health and Safety (OH&S) courses and any other accredited OH&S training for OH&S Committee members. The provider(s) of accredited OH&S training courses and the conditions on which special leave for such courses will be granted, shall be negotiated between the Commissioner and the Association under a local arrangement pursuant to clause 15, Local Arrangements, of this Award.

- (b) courses organised and conducted by the Trade Union Education Foundation or by the officer's association or a training provider nominated by the Association. A maximum of 12 working days (91.2 working hours) in any period of 2 years applies to this training and is subject to the operating requirements of the workplace permitting the grant of leave and the absence not requiring employment of relief staff.

## **DIVISION 4 - NON-COMMISSIONED OFFICERS**

### **34. Salaries**

Subject to the *Police Act* 1990, and Regulations and any requirements there under and to the provisions of clause 55, "Competency Based Incremental Progression" (Non-Commissioned Officers), of this Award, a Non-Commissioned Officer shall, according to the rank held and the incremental level achieved, be paid a base salary of not less than the amounts prescribed in Table 1 - Non-Commissioned Officers' Salaries of Part B, Monetary Rates.

### **35. Loading**

A Non-Commissioned Officer shall, in addition to the base salary prescribed in clause 34, Salaries, of this Award, be paid an allowance calculated to the nearest dollar, at the rate of 11.5% of such salary. The allowance being a loading for work performed on weekends, shift work, recall to duty and other incidents of employment not covered elsewhere in this Award, and including a Loading formerly paid on Annual Leave.

### **36. Leading Senior Constables**

- (i) Subject to provisions duly agreed between the Commissioner and Association a Non-Commissioned Officer of the rank of Senior Constable may be appointed as a Leading Senior Constable.
- (ii) The Commissioner may revoke the appointment of a Leading Senior Constable at any time. The circumstances under which such an appointment is revoked shall be subject to provisions duly agreed between the Commissioner and the Association. The revocation of the appointment of a Leading Senior Constable shall not be regarded as reviewable action for the purpose of section 173(3) of the *Police Act*, 1990
- (iii) Incremental progression for Leading Senior Constables shall be subject to the provisions of clause 55 of this Award.
- (iv) In circumstances where an officer who has previously held an appointment as a Leading Senior Constable, and who has relinquished such appointment with a view to seeking appointment elsewhere, applies for a further appointment, that such officer may, in their application seek appointment at the level and step previously achieved, and if such an officer succeeds in gaining that further appointment as a Leading Senior Constable, then such officer is to be appointed at the level or step previously held.

Their incremental date however shall be the date of taking up duty in the new appointment, and such officer shall be required to serve a minimum of twelve months on the level or step at which they were appointed, before being eligible for further incremental movement.

These provisions shall not apply to any officer whose previous appointment as a Leading Senior Constable was revoked for any reason whatsoever or who has voluntarily relinquished their appointment in circumstances of adverse performance assessments.

### **37. Sergeants' and Senior Sergeants' Salary Restructure and Transition**

- (i) From the beginning of the first full pay period commencing on or after 1 July 2006 Sergeants and Senior Sergeants shall move from their existing three level salary structure to a new structure based on years of service. Transition to the new salary structure shall be in accordance with the following table:

SERGEANTS' TRANSITION	
Incremental Level up to the Beginning of the First Full Pay Period Commencing on or After 1 July 2006	Incremental Level from the Beginning of the First Full Pay Period Commencing on or After 1 July 2006
Sergeant Level 1 Step 1	Sergeant 1st Year
Sergeant Level 1 Step 2	Sergeant 2nd Year
Sergeant Level 2 Step 1	Sergeant 3rd Year
Sergeant Level 2 Step 2	Sergeant 4th Year
Sergeant Level 2 Step 3	Sergeant 5th Year
Sergeant Level 2 Step 4	Sergeant 5th Year
Sergeant Level 3 (Up to one year on increment)	Sergeant 5th Year
Sergeant Level 3 (More than one year and up to two years on increment)	Sergeant 6th Year
Sergeant Level 3 (More than two years on increment)	Sergeant 7th Year
	Sergeant 8th Year
	Sergeant 9th Year
SENIOR SERGEANTS' TRANSITION	
Senior Sergeant Level 1 Step 1	Senior Sergeant 1st Year
Senior Sergeant Level 1 Step 2	Senior Sergeant 2nd Year
Senior Sergeant Level 2	Senior Sergeant 3rd Year
Senior Sergeant Level 3	Senior Sergeant 4th Year
Senior Sergeant Level 3 (More than one year on increment)	Senior Sergeant 5th Year

- (ii) Non-Commissioned Officers who are classified as Sergeants Level 2 Steps 3 and 4, Sergeants with more than 1 years service on Level 3 and Senior Sergeants with more than 1 years service on Level 3, as at the date of transition, shall be entitled to their next increment 12 months from the date of transition, i.e. 12 months from the beginning of the first full pay period commencing on or after 1 July 2006. All other Sergeants and Senior Sergeants shall retain their existing increment date.

### 38. Detectives Salary Structure and Transition

- (i) From the beginning of the first full pay period commencing on or after 1 July 2006 Non Commissioned Officers classified as Detectives as defined in clause 3, Definitions, of this Award shall move to a new Detectives' salary structure. Transition to the new salary structure shall be in accordance with the following table:

DETECTIVES' TRANSITION	
Incremental Level up to the Beginning of the First Full Pay Period Commencing on or After 1 July 2006	Incremental Level from the Beginning of the First Full Pay Period Commencing on or After 1 July 2006
Probationary Constable (Level 1)	
Constable Level 2	
Constable Level 3	
Constable Level 4	Detective 1st Year
Constable Level 5	Detective 2nd Year
Senior Constable Level 1	Detective 3rd Year
Senior Constable Level 2 Step 1	Detective 4th Year
Senior Constable Level 2 Step 2	Detective 4th Year
Senior Constable Level 3 Step 1	Detective 5th Year
Senior Constable Level 3 Step 2	Detective 5th Year
Senior Constable Level 3 Step 3	Detective 5th Year
Senior Constable Level 4 Step 1	Detective 6th Year
Senior Constable Level 4 Step 2	Detective 6th Year
Senior Constable Level 5 Step 1	Detective 7th Year
Senior Constable Level 5 Step 2	Detective 7th Year

Senior Constable Level 6	Detective 8th Year
Senior Constable (more than 1 years service on Level 6)	Detective 9th Year
Leading Senior Constable Level 1 Step 1	
Leading Senior Constable Level 1 Step 2	Detective 10th Year
Leading Senior Constable Level 2	Detective 10th Year
Sergeant Level 1 Step 1	Detective Sergeant 1st Year
Sergeant Level 1 Step 2	Detective Sergeant 2nd Year
Sergeant Level 2 Step 1	Detective Sergeant 3rd Year
Sergeant Level 2 Step 2	Detective Sergeant 4th Year
Sergeant Level 2 Step 3	Detective Sergeant 4th Year
Sergeant Level 2 Step 4	Detective Sergeant 4th Year
Sergeant Level 3	Detective Sergeant 4th Year
Sergeant Level 3 (more than 1 years service on Level 3)	Detective Sergeant 5th Year
	Detective Sergeant 6th Year
Senior Sergeant Level 1 Step 1	Detective Senior Sergeant 1st Year
Senior Sergeant Level 1 Step 2	Detective Senior Sergeant 2nd Year
Senior Sergeant Level 2	Detective Senior Sergeant 2nd Year
Senior Sergeant Level 3	Detective Senior Sergeant 3rd Year
Senior Sergeant Level 3 (more than 1 years services on Level 3)	Detective Senior Sergeant 4th Year

- (ii) Detectives who are classified as: Constables Level 2, Constable Level 3, Senior Constable Level 2 Step 1; Senior Constable Level 3 Step 1; Senior Constable Level 3 Step 2; Senior Constable Level 4 Step 1; Senior Constable Level 5 Step 1; Leading Senior Constable Level 1 Step 2; Senior Constable with more than 1 years service on Level 6; Sergeant Level 2 Step 2; Sergeant Level 2 Step 3, Sergeant Level 2 Step 4; Sergeant with more than 1 years service on Level 2 Step 4; Senior Sergeant Level 1 Step 2 and Senior Sergeant with more than 1 years service on Level 3, as at the date of transition, shall be entitled to their next increment 12 months from the date of transition, i.e. 12 months from the beginning of the first full pay period commencing on or after 1 July 2006. All other Detectives shall retain their existing increment date.
- (iii) Non Commissioned Officers who cease to be Detectives after the date of transition shall revert to the rank and increment level they would have otherwise occupied had they not been appointed as a Detective. This does not preclude action under section 173 of the *Police Act 1990*.
- (iv) Detectives shall according to rank held and incremental level achieved be paid a base salary of not less than the amounts prescribed in Table 2 - Detectives' Salaries of Part B Monetary Rates. In addition to their base salary Detectives shall be paid the following allowances in the nature of salary:
- (a) the Loading prescribed by clause 35 of this Award;
  - (b) an allowance equivalent to a Grade 3 Special Duties Allowance as prescribed in Table 7 - Special Duties Allowances (Non Commissioned Officers) of Part B Monetary Rates; and
  - (c) the Detective's Special Allowance as prescribed in Table 6 of Part B Monetary Rates.

### 39. Special Duties Allowance

- (i) In addition to the rates prescribed for Non Commissioned Officers by clause 34 Salaries and clause 35 Loading of this Award a Non-Commissioned Officer who holds a position set out hereunder shall on the determination of the Commissioner be paid the appropriate allowance prescribed in Table 7 - Special Duties Allowances (Non-Commissioned Officers) of PART B Monetary Rates of this Award, provided that, in respect to grades 1 to 5 where more than one rate applies to a Non - Commissioned Officer they shall only be entitled to one rate namely the higher or highest.

## (ii) Gradings

## Grade 1

Trainee Prosecutor, Legal Services

Part Time Rescue/Bomb Operator, Special Services Group

Teacher, Operational Safety Trainer, Weapons Instructor Part Time, Local Area Commands

Breath Analysis Operative, Breath Analysis and Research Unit

Highway Patrol Officer, Local Area Commands and Traffic Services

Policy Officer, Traffic Policy

Analyst/Senior Analyst Workforce Planning, Human Resource Services

Surveillance Operative, State Surveillance Branch, Special Services Group

Tactical Airborne Technician, Technical Surveillance Operative, Police Aviation Support Branch, Special Services Group

Senior Operations Officer, Communications

Negotiator Part time, Local Area Commands and Specialist Sections

State Protection Support Unit Part time Operative, Country Local Area Commands

## Grade 2

Armoury Technician, Armoury, State Protection Group

Investigator, Crash Investigation Unit

Diver, Police Diving Unit

Teacher, Driving Instructor, Police Driver, Education Services

Engineering Investigator, Engineering Investigation Unit, Forensic Services Group

Master Class V, Marine Area Command

Incident Reconstruction Operative, Forensic Services Group

STIB Operative, State Technical Investigation Branch, Special Services Group

Teacher, Foundational Studies, Education Services,

Teacher, Continuing Education, Education Services

Teacher, Operational Safety Trainer, OSTU, Westmead, Goulburn and Regions

Technical Officer, Metropolitan Radio Network

Technical Officer, Radar Engineering Unit

Grade 3

Crime Scene Examiner, Forensic Services Group

Document Examiner, Forensic Services Group

Finger Print Technician, Forensic Services Group

Operative, Tactical Operations Unit, State Protection Group

Rescue/Bomb Operator Special Services Group

Criminal Profiler, Practitioner, Crime Faculty

Grade 4

Prosecutors, Legal Services

- (iii) Any Non-Commissioned Officer classified as a Detective, as defined in clause 3, Definitions, shall not be entitled to any Special Duties Allowance from the beginning of the first full pay period commencing on or after 1 July 2006.

#### **40. Professional/Academic Qualification Allowance**

- (i) In addition to the rates prescribed for Non-Commissioned Officers by clause 34 Salaries and clause 35, Loading of this Award a Non-Commissioned Officer who possesses a qualification set out hereunder shall, on the determination of the Commissioner, be paid the appropriate allowance prescribed in Table 8 - Professional/Academic Qualification Allowance of Part B, Monetary Rates of this Award.
- (ii) Non-Commissioned Officers shall only be entitled to the payment of one allowance, namely the highest, depending upon the qualification held;
- (iii) On and from the beginning of the first full pay period to commence on or after 1 January 2002 the Professional/Academic Qualification Allowances prescribed by this clause shall only apply to Non-Commissioned Officers of and below the rank of Senior Constable who hold vocationally relevant degrees provided that:
- (a) Vocational relevance will be at the discretion of the Tertiary Scholarship Review Committee;
- (b) Relevant degrees will not include degrees achieved under any program whereby New South Wales Police meets the course fees and/or HECS (other than by way of reimbursement under the Tertiary Scholarship Scheme), or provides for the course to be undertaken in normal working time or as study leave, (as opposed to the normal provisions of study time being applied), nor in circumstances where New South Wales Police meets the costs associated with the undertaking of the course or a series of courses, including accommodation costs;
- (c) Payment of the Professional/Academic Qualification Allowance shall cease when a Non-Commissioned Officer achieves their first merit-based promotion.
- (d) Payment of the Professional/Academic Qualifications Allowance shall be suspended for any period a Non-Commissioned Officer is temporarily appointed to the rank of Sergeant and above pursuant to section 66 of the *Police Act 1990*.

#### **41. on Call Allowances**

- (i) "On Call" shall mean a situation in which a Non-Commissioned Officer is rostered, or directed by a superior officer, to be available to respond forthwith for duty outside of their ordinary working hours or shift. A Non-Commissioned Officer placed on call shall remain contactable by telephone for all of such time unless working in response to a call or with the consent of their appropriate superior officer. Whilst

on call a Non-Commissioned Officer may be required to retain a personal paging device within earshot at all times.

(ii) Rates of Allowance

In addition to the Salaries prescribed in clause 34, Salaries and 35 Loading, a Non-Commissioned Officer placed on call, as defined in subclause (i) above, shall be paid the appropriate allowance as set out in Table 9 - On-Call Allowances (Non-Commissioned Officers) of Part B, Monetary Rates.

(iii) The payment of on call and vehicle care allowances prescribed in Table 9 - On-Call Allowances (Non-Commissioned Officers) of Part B, Monetary Rates of this Award shall not apply in the case of Non-Commissioned Officers performing the role of or relieving in the role of Lock Up Keeper, and in the case of Officers In Charge of one person stations; except when such Non-Commissioned Officers are rostered or directed to remain on call (as defined) which thereby places a restriction on the officers' off duty hours which is greater than that normally expected of those positions.

#### 42. Hours of Duty

- (i) The ordinary hours of duty for all Non-Commissioned Officers exclusive of meal breaks shall not exceed, on average, 38 hours per week and shall be worked from Sunday to Saturday inclusive.
- (ii) The 38 hour week shall be maintained by the general application of flexible rostering which is characterised by Non-Commissioned Officers working an average of 38 hours per week over an approved roster period consistent with flexible rostering guidelines that are agreed between the parties.
- (iii) In accordance with the flexible rostering guidelines the development of an appropriate roster is subject to the agreement of the relevant Commander/Manager and a simple majority of the Non-Commissioned Officers involved.
- (iv) Non-Commissioned Officers shall be entitled to two (2) rest days in each seven calendar days, or four rest days in each fourteen (14) calendar days.
- (v) Rosters shall provide Non-Commissioned Officers with an average of 1 complete Sunday off per fortnight and 1 complete weekend per month off duty, as a minimum.
- (vi) Rosters shall be arranged as far as practicable to give at least seven (7) days notice of the particular day or days to be allotted as rest days.
- (vii) A Non-Commissioned Officer shall, if practicable, be given at least 24 hours notice of a change of rostered shift, or the proposed deferment or cancellation of any rest day. A Non-Commissioned Officer required to perform a shift on a rostered rest day who is not notified of such change of rostered duty at least 24 hours before the commencement of the altered shift shall be paid at the overtime rate specified in clause 45 of this Award for the performance of duty on that shift in lieu of being granted an alternate rest day.
- (viii) The roster of each Non-Commissioned Officer shall, as far as practicable, be arranged so as to allow at least 8 hours between the termination of one rostered shift and the commencement of the next rostered shift. Should a Non-Commissioned Officer not be allowed such a break then that period of the shift which falls within the 8 hour break, the Non-Commissioned Officer shall be paid at the rate of time and one half (i.e. half time in addition to ordinary rate). Provided further that this subclause shall not apply to the day of changeover from cycles of rostered shifts.
- (ix) Non-Commissioned Officers shall not be directed to work broken shifts.

#### 43. Shift Allowance

- (i) A Non-Commissioned Officer who works a full shift shall be paid, in addition for each shift actually worked, an allowance in accordance with the following table:



	Commencing Time	Allowance
Day	At or after 6 am and before 10 am	0%
Afternoon	At or after 10am but before 1pm	10%
Afternoon	At or after 1 pm and before 4pm	15%
Night	At or after 4 pm and before 4am	17.5%
Night	At or after 4 am and before 6am	10%

- (ii) The allowance prescribed in subclause (i) above shall be based upon the following formula:

$$A = \frac{S}{52.17857} \times \frac{1}{7} \times \frac{1}{8} \times R \times H$$

Where:

A = Shift Allowance Payable (rounded to the nearest cent)

S = The rate of pay for a Sergeant Level 3 (Sergeant 5th Year from the beginning of the first full pay period commencing on or after 1 July 2006) as specified in Table 1 - Non-Commissioned Officers' Salaries of Part B, Monetary Rates.

R = The relevant percentage rate as prescribed in subclause (i) above.

H = Number of ordinary hours in the shift.

- (iii) For the purpose of making a claim for payment, the shifts attracting a 10% allowance shall be known as a "C" shift; the shifts attracting an allowance of 15% shall be known as an "A" shift; and the shifts attracting an allowance of 17.5% shall be known as a "B" shift.
- (iv) A Non-Commissioned Officer shall not be required to work a full "B" shift for more than seven shifts in any period of 21 days unless payment is made at the rate of time and one half (i.e. a half time in addition to ordinary rate) for the period of each of the rostered shifts exceeding seven and payment is made at the rate of double time for all overtime on any shift.
- (v) A Non-Commissioned Officer who, because of the operation of subclause (vii) of clause 45, Overtime works only part of a shift specified in the above table, shall be entitled to the full allowance prescribed for such shift.

#### 44. Meals

- (i) A Non-Commissioned Officer shall be allowed an unbroken period of not less than thirty minutes each shift for meals.
- (ii) A Non-Commissioned Officer shall not normally be required to work more than five hours without a meal break. Provided that where shifts in excess of 10 hours are worked the additional meal break, brought about by the operation of this subclause, shall be a paid crib break of no more than 20 minutes duration.
- (iii) A Non-Commissioned Officer who actually incurs expense in purchasing a meal:
- when they have worked more than one half hour beyond the completion of a rostered shift or;
  - where they have performed duty at a place where no reasonable facilities were available for partaking of a meal; or
  - where they are performing escort duty and cannot carry a meal; shall be entitled to be compensated in accordance with the rates prescribed in Table 10 - Meal Allowances (Non-Commissioned Officers) of Part B, Monetary Rates. Provided where the actual expenditure exceeds the rates prescribed a Non-Commissioned Officer shall be entitled to a refund of amounts actually paid upon production of receipts.

#### 45. Overtime

- (i) All overtime worked by a Non-Commissioned Officer outside of the ordinary hours of work prescribed by clause 42 Hours of Duty, shall be at the rate of time and one half for the first two hours and double time thereafter, such double time to continue until completion of the overtime work. Provided that a Non-Commissioned Officer who works overtime on a public holiday prescribed in clause 54, Public Holidays, shall be paid for such time at the rate of double time for the first two hours and double time and one half thereafter. Except as provided for in this subclause or subclause (v), in computing overtime, each day's work shall stand alone.
- (ii) Overtime shall be calculated to the nearest quarter hour provided that periods of less than a quarter hour shall not be counted.
- (iii) Overtime for Non-Commissioned Officers shall be calculated on an hourly rate of pay assessed on total annual salary of a Non-Commissioned Officer comprising the rate of base salary prescribed by Table 1 - Non-Commissioned Officers' Salaries of Part B, Monetary Rates and those allowances, excluding the loading prescribed by clause 35 Loading of this Award, which constitute salary and attract superannuation deductions.
- (iv) From the beginning of the first full pay period commencing on or after 1 July 2006, in lieu of the provisions of sub-clause (iii) above, overtime for Detectives shall be calculated on an hourly rate of pay assessed on total annual salary of a Detective comprising the rate of base salary prescribed by Table 2 - Detectives' Salaries of Part B, Monetary Rates and those allowances, which constitute salary and attract superannuation deductions excluding the loading prescribed by clause 35 Loading of this Award and excluding the Detectives Special Allowance prescribed by Table 6 - Part B, Monetary Rates.
- (v) Time spent travelling shall not be calculated as overtime for the purpose of this clause unless a Non-Commissioned officer is performing a specific task (e.g. prisoner or money escort.)
- (vi) Approval to work overtime shall be obtained from the appropriate delegated officer at the time, or where this is not feasible, the circumstances shall be reported at the first available opportunity to the appropriate officer who shall, if the working of overtime was justified, certify that the work was necessarily performed.
- (vii) Where a Non-Commissioned Officer works so much overtime between the termination of their ordinary work on any day or shift and the commencement of their ordinary work on the next day or shift that they have not had at least eight consecutive hours off duty between these times, they shall be released after the completion of such overtime until the Non-Commissioned officer has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (viii) If on the direction of the Non-Commissioned Officer's superior, he/she resumes or continues work without having had such eight consecutive hours off duty, they shall be paid at the rate of double time (single time in addition to ordinary rate when such work occurs during an ordinary rostered shift) until they are released from duty for such period and the Non-Commissioned Officer shall then be entitled to be absent until they have had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (ix) Provided that all overtime worked as a result of a recall shall not be regarded as overtime for the purpose of this subclause when the actual time worked is less than three hours on such recall or on each of such recalls.
- (x) In situations where two (or more in the case of multiple recalls) periods of overtime are worked on one day, then only the time actually worked shall count for the determination of the payment of double time.

#### 46. Recall to Duty

- (i) A "recall to duty" is the interference with the period of time off work between the arrival of a Non-Commissioned Officer at home after the conclusion of one shift and the commencement of the next rostered shift caused by the necessity for a Non-Commissioned Officer to perform their duty and

whether such recall is at the direction of a senior officer of New South Wales Police or by the reasonable action of a Non-Commissioned Officer responding in the public interest. A recall commences when the Non-Commissioned Officer commences duty (excluding travel from home) and terminates when the duty is completed (excluding travel to home) or the commencement of the next shift whichever is the sooner.

- (ii) A Non-Commissioned Officer recalled to duty shall be paid, subject to subclause (vii) of clause 45, Overtime, for the time worked on such recall to duty between normal rostered shifts a minimum of three hours at the overtime rate specified in subclause (viii) of clause 45, Overtime for each time they are recalled, except where such duty is continuous with the commencement of the next rostered shift.
- (iii) A Non-Commissioned Officer recalled to duty within three hours of the commencement of the next rostered shift shall be paid at the appropriate overtime rate from the time of recall to the time of commencement of such shift.
- (iv) The minimum period for the payment of overtime worked specified in subclause (i) of clause 45, Overtime shall not apply to entitlements under this clause.
- (v) A Non-Commissioned Officer who performs the duty for which they are recalled within the minimum period of three hours shall not be required to undertake any additional duty for the remainder of the three hour period.
- (vi) A Non-Commissioned Officer recalled to duty whose period of duty and travel to and from the place where duty is performed exceeds three hours shall, in addition to payment for the recall to duty, be compensated at the rate specified for travelling time in clause 51, Travelling Time for any period of travel exceeding two hours.
- (vii) In the case of multiple recalls to duty a Non-Commissioned Officer will be compensated by payment of the minimum of three hours for each recall provided either:
  - (a) a lapse of at least one hour in time has occurred between the completion of the previous paid recall and the time of the subsequent recall; or
  - (b) the Non-Commissioned Officer is required to arise from bed and a lapse of at least 20 minutes has occurred between the completion of duty performed on the previous paid recall and the time of the subsequent recall.
- (viii) Recall During Annual and Extended Leave
  - (a) A Non-Commissioned Officer recalled to duty during any period of annual or extended leave may elect to be re-credited with a full day's leave for each day or part thereof involved in the recall to duty or to be paid a minimum of eight hours at the rate of time and one half for each day or part thereof. (i.e. time and one half in addition to ordinary rate.) For the purpose of this subclause a full day's leave shall equate to an ordinary rostered shift in accordance with the agreed flexible roster under which the Non-Commissioned Officer is working at the time the leave is taken.
  - (b) Time worked in excess of eight hours on any recall to duty during annual or extended leave shall be compensated at the rate of double time.
  - (c) Travelling time incurred in any recall to duty from annual or extended leave which falls outside the minimum eight hours granted under (a) above shall be compensated at the rate of ordinary time.
- (ix) Recall on Public Holiday

A Non-Commissioned Officer recalled to duty on a public holiday shall be paid in accordance with subclause (ii) above.

(x) Recall on Rest or Recurrent Leave Day

A Non-Commissioned Officer recalled to duty on a rest or recurrent leave day may elect:

- (a) to be compensated for such recall in accordance with this clause; or
- (b) to be rostered to commence a normal flexible shift for the time of recall payable at the overtime rate specified in subclause (i) of clause 45, Overtime in lieu of being re-credited with an alternate rest or recurrent leave day.

**47. Court Attendance Between Shifts**

- (i) A Non-Commissioned Officer recalled to duty to attend court shall be compensated in accordance with clause 46, Recall to Duty.
- (ii) A Non-Commissioned Officer required to attend court who has completed a "B" shift and has insufficient time to return to their home before attending court shall be paid:
  - (a) at the overtime rate specified in subclause (i) of clause 45, Overtime for the period between the termination of the shift and the completion of duty at court less meal break; and
  - (b) a meal allowance at the appropriate rate.
- (iii) A Non-Commissioned Officer who has attended court and has insufficient time to return to their home before commencing their next shift may be paid:
  - (a) at the overtime rate specified in subclause (i) of clause 45, Overtime for the period between the commencement of duty at court and the commencement of the rostered shift less meal break, and
  - (b) a meal allowance at the appropriate rate.or
  - (c) if New South Wales Police requirements permit, she/he may elect to complete a normal flexible shift from the time of commencement of duty at court

**48. Lockup Keepers' Or Sole Detective's Recall**

A Non-Commissioned Officer performing duty as a Lockup Keeper or Sole Detective attached to a station shall be compensated for recalls to duty as follows:

- (i) A Non-Commissioned Officer will be paid for a minimum period of one hour at the rate of time and one half when that officer is recalled to answer telephone or door calls between the hours of 11 pm and 8 am. Provided that in the case of a Non-Commissioned Officer required to work a full shift, commencing at or after 4 pm and before 4 am, an equivalent period of sleep (i.e. 9 hours) upon the termination of that duty will be recognised for payment of telephone/door calls in the manner prescribed above.
- (ii) A Non-Commissioned Officer will be paid a minimum period of one hour at the rate of time and one half when he/she is required to leave the residence and enter the lockup for purposes such as consulting or making entries in official records, or, in the case of a Lockup Keeper, receiving charges preferred by any police officer.
- (iii) The provisions of subclauses (i) and (ii) above will also apply in cases where a Non-Commissioned Officer other than the Lockup Keeper or Sole Detective undertakes the duties of the Lockup Keeper or Sole Detective and is similarly recalled.
- (iv) Where a recall to duty mentioned in subclauses (i), (ii) and (iii) above is within one hour of the commencement of the next rostered shift a Non-Commissioned Officer will be paid at the rate of time and one half for the time of recall to the time of commencement of such shift.

- (v) A Non-Commissioned Officer will be paid for a minimum of three hours, subject to subclause (vi) of clause 45, Overtime, at the overtime rate specified in subclause (i) of clause 45, Overtime each time the duty performed involves leaving the residence or lockup and proceeding to any other place than the police office, whether such place is in the same building as the lockup or adjacent premises.
- (vi) Where the recall to duty mentioned in subclause (v) above is within three hours of the commencement of the next rostered shift a Non-Commissioned Officer will be paid at the overtime rate specified in subclause (i) of clause 45, Overtime from the time of recall to the time of commencement of such shift.
- (vii) In the case of multiple recalls a Non-Commissioned Officer will be compensated by payment for the minimum prescribed in this clause for each recall provided that either:
  - (a) a lapse of at least one hour in time has occurred between the completion of the duty performed on the previous paid recall and the time of the subsequent recall; or
  - (b) the Non-Commissioned Officer is required to arise from bed and a lapse of at least 20 minutes has occurred between the completion of duty performed on the previous paid recall and the time of the subsequent recall. Provided further that the same time restrictions prescribed in subclause (i) shall also apply in the case of multiple telephone/door calls.
- (viii) The provision of subclauses (ii), (iii), (vii), (ix) of clause 46 Recall to Duty, shall not apply to this clause. Provided that the provisions of subclauses (viii)(a) and (viii)(c) of clause 46 shall only apply in the case of recalls which attract a minimum of 3 hours payment.

#### **49. On Call Detectives Recall**

A Non-Commissioned Officer performing duty as an on call Detective shall be compensated for recalls to duty as follows:

- (i) A Non-Commissioned Officer engaged as an on call Detective, as provided in subclause (i) of clause 41, On Call Allowance, will be paid for a minimum period of one hour at the rate of time and one half when that officer is recalled to answer duty related telephone or door calls whilst rostered on call.
- (ii) Where the recall mentioned in subclause (i) above is within one hour of the commencement of the next rostered shift a Non-Commissioned Officer will be paid at the rate of time and one half from the time of the recall to the time of commencement of such shift.
- (iii) Where the recall mentioned in subclause (i) exceeds one hour, through a protracted telephone call or the necessity of the officer to make further inquiries which are work related and directly related to the initial phone call received, payment will continue at the rate of time and one half until the finalisation of inquiries. In such case payment should be calculated to the nearest quarter hour. Periods of less than a quarter of an hour are to be disregarded.
- (iv) In the case of multiple recalls a Non-Commissioned Officer will be compensated by payment for the minimum period prescribed in this clause for each recall provided that either:
  - (a) a lapse of at least one hour in time has occurred between the completion of the duty performed on the previous paid recall and the time of the subsequent recall; or
  - (b) the Non-Commissioned Officer is required to arise from bed and a lapse of at least 20 minutes has occurred between the completion of duty performed on the previous paid recall and the time of the subsequent recall.
- (v) For the purpose of this clause an On Call Detective shall mean a Non-Commissioned Officer who is a designated Detective and permanently appointed to criminal investigation duty. It shall also apply to Non-Commissioned Officers who are non-designated but are permanently appointed to criminal investigation duties for the purpose of achieving designation as a Detective

- (vi) An On Call Detective shall also mean a Non-Commissioned Officer who has been temporarily transferred or seconded to criminal investigation duties, and has been rostered on call in that capacity.

#### **50. Penalty Provisions Not Cumulative**

Where two or more penalty and/or overtime provisions could apply in a particular situation, New South Wales Police shall be bound to pay only one of such provisions. Where the provisions are not identical, the higher or highest, as the case may be shall apply. Provided further that the Public Holiday penalty payable to Non-Commissioned Officers in accordance with subclause (i) of clause 54 shall be paid in addition to any shift allowance that may be payable in accordance with subclauses (i) and (iv) of clause 43, Shift Allowances.

#### **51. Travelling Time**

- (i) Travelling time for Non-Commissioned Officers shall be compensated by payment at the ordinary time rates on an hour for hour basis up to a maximum of 8 hours in any period of 24 hours.
- (ii) Travelling time shall mean the time spent in the movement of a Non-Commissioned Officer from one locality to another where the primary objective of the journey is the movement of that Non-Commissioned Officer to the latter locality and no specific task other than travelling is directed in advance to be performed by that Non-Commissioned Officer during that period.
- (iii) A Non-Commissioned Officer will not be regarded as performing a specific task in terms of the definition of travelling time unless their task is the acceptance of responsibilities other than:
- (a) Driving a vehicle used for police purposes (except in the case of a non-commissioned officer whose main official function is the driving of vehicles used for police purposes).
  - (b) Monitoring police radio broadcasts on the equipment installed in a vehicle used for police purposes (except in the case of a Non-Commissioned Officer whose main official function is the monitoring of police radio broadcasts).
- (iv) Travelling time will not apply in respect of:
- (a) Any period of travel during the rostered shift of a Non-Commissioned Officer or any period during which overtime accrues.
  - (b) Any period of travel between the home of a Non-Commissioned Officer and their place of attachment - provided further that where a Non-Commissioned Officer is directed to perform duty at a Section, Branch or Station or other locality other than that to which the Non-Commissioned Officer is attached, the travelling time to and from that Section, Branch or Station or other locality which exceeds that taken in travelling time between their home and their place of attachment shall be compensated in terms of subclause (i) above.
  - (c) Any period where a Non-Commissioned Officer is travelling by ship upon which meals and accommodation are provided and by train between the hours of 11pm and 8am when sleeping accommodation is provided.
  - (d) Any period of travel by a Non-Commissioned Officer proceeding on transfer, temporary transfer or interchange duty.
  - (e) Any period of travel by a Non-Commissioned Officer recalled to duty in terms of subclause (i) of clause 46, Recall to Duty. Provided that any Non-Commissioned Officer so recalled to duty who resides at such a distance from the place to which they are recalled that they cannot reasonably travel from their place of residence and return to their residence within the minimum of 3 hours shall be paid at ordinary time rates for all time spent travelling in connection with such recall in excess of 2 hours.
  - (f) any period of travel by metropolitan officers to or from non-residential in-service training courses where such courses are conducted within the metropolitan area.

(g) Any period between the arrival of a Non-Commissioned Officer at their destination or a place en route to their destination where accommodation is provided and the departure from their destination or the place en route to their destination. Provided further that on the day of arrival of a Non-Commissioned Officer at their destination and on the day of departure from their destination for the journey home or place of attachment she/he will be compensated in terms of subclause (i) for one third of the period:

(1) Between the time of arrival and commencement of duty or rostered shift;

(2) Between the time of completion of duty or rostered shift and time of departure.

For the purpose of this paragraph any period between the hours of 6pm and 8am during which a Non-Commissioned Officer is provided with accommodation at their destination will be disregarded.

(v) Where a Non-Commissioned Officer performs duty at a place other than the Station, Section or Branch to which they are attached, the time taken travelling to and from such place in excess of normal travelling time between their home and place of attachment shall be compensated by payment at the travelling time rate, as specified in subclause (i).

(vi) A Non-Commissioned Officer travelling in accordance with subclause (v) above shall be entitled to recover from the New South Wales Police the cost of any fares in excess of those normally incurred in travelling between their home and place of attachment.

#### **52. Time in Lieu of Payment of Travelling Time and Overtime**

(i) A Non-Commissioned Officer may elect, with the approval of their commander/manager, to take time off in lieu of payment for their entitlements under the provisions of clause 45 Overtime and clause 51 Travelling Time.

(ii) When a Non-Commissioned Officer works any overtime or incurs any travelling time they may aggregate the entitlements in respect of such overtime or travelling time and elect to take time off in lieu of payment for those entitlements.

(iii) Time off in lieu shall be calculated at the same rate that would have applied to the payment of overtime and travelling time in terms of clauses 45, and 51.

(iv) Time off in lieu shall generally be taken when sufficient time has been accrued to enable a full shift, or multiples thereof, to be taken off duty. Time off in lieu may be combined with other forms of leave for to enable a full shift to be taken off duty. Subject to operational convenience a commander/manager may approve applications for time off in lieu of less than a full shift.

(v) Subject to the provisions of this clause Non-Commissioned Officers who have an entitlement to overtime or travelling time may elect to take part of their entitlement as time off in lieu and receive payment for the remaining portion of the entitlement. A Non-Commissioned Officer cannot be compelled to take time off in lieu of payment for overtime or travelling time.

(vi) Unless otherwise approved by the Commissioner, the maximum amount of time off in lieu accrued by a Non-Commissioned Officer shall not exceed 48 hours. Where a Non-Commissioned Officer has exceeded the accrual limit prescribed by this subclause no further applications for time off in lieu shall be approved until a suitable reduction has been made to the total time off in lieu entitlement.

#### **53. Relieving Duty**

(i) Any Constable relieving a Sergeant or Senior Sergeant for not less than 1 week during such period performing the duties of the relieved officer shall be paid for the whole period an allowance at the rate of the difference between their salary and the salary fixed by this Award for a Sergeant Level 1. Provided further that from the beginning of the first full pay period commencing on or after 1 July 2006 any constable relieving a Sergeant or Senior Sergeant for not less than 1 week during such period

performing the duties of the relieved officer shall be paid for the whole period an allowance at the rate of the difference between their salary and the salary fixed by this Award for a Sergeant 1st Year.

- (ii) Any Sergeant relieving a Senior Sergeant for not less than 1 week, and during such period performing the duties of the relieved officer, shall be paid for the whole period an allowance at the rate of the difference between their salary and the salary fixed by this Award for a Senior Sergeant Level 1. Provided further that, from the beginning of the first full pay period commencing on or after 1 July 2006 any Sergeant relieving a Senior Sergeant for a period of not less than 1 week and during such period performing the duties of the relieved officer shall be paid for the whole period an allowance at the rate of the difference between their salary and the salary fixed by this Award for a Senior Sergeant 1st year
- (iii) From the beginning of the first full pay period commencing on or after 1 July 2006 any Constable or Detective relieving a Detective Sergeant or Detective Senior Sergeant for not less than 1 week and during such period performing the duties of the relieved officer shall be paid for the whole period an allowance at the rate of the difference between their salary and the salary fixed by this Award for a Detective Sergeant 1st Year.
- (iv) From the beginning of the first full pay period commencing on or after 1 July 2006 any Sergeant or Detective Sergeant a Detective Senior Sergeant for not less than 1 week and during such period performing the duties of the relieved officer shall be paid for the whole period an allowance at the rate of the difference between their salary and the salary fixed by this Award for a Detective Senior Sergeant 1st Year.
- (v) Any Non-Commissioned Officer relieving a Commissioned Officer for not less than one week and during such period of relief performing the duties of the relieved officer, shall be paid for the whole period of relief an allowance at the rate of the difference between their salary and the salary fixed by this Award for the rank of Inspector Level 1. Provided further that from the beginning of the first full pay period commencing on or after 1 July 2006 any Non-Commissioned Officer relieving a Commissioned Officer for not less than one week and during such period of relief performing the duties of the relieved officer, shall be paid for the whole period of relief an allowance at the rate of the difference between their salary and the salary fixed by this Award for an Inspector 1st year.
- (vi) Provided that:
  - (a) these provisions shall not apply to where the relieved officer, due to him/her having been promoted but not transferred, is performing duties which would normally be carried out by an officer of lower rank;
  - (b) for the purpose of this provision a week shall mean a period of 7 consecutive calendar days inclusive of any rest or recurrent leave days rostered during that period;
  - (c) periods of less than 1 week shall not be taken into account.
- (vii) A Non-Commissioned Officer permanently assigned by the Commissioner to duties of a rank or position higher than their own shall continue to be paid the allowance prescribed in this clause whilst the Non-Commissioned Officer is on leave.

#### **54. Public Holidays**

- (i) Non-Commissioned Officers required to work on the days on which New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day and Boxing Day are observed and special days appointed by proclamation as public holidays throughout the State, shall be paid at the rate of time and one half (i.e. half time in addition to ordinary rate).
- (ii) A Non-Commissioned Officer rostered to take a public holiday as a rest or recurrent leave day who is subsequently required to work a shift on that public holiday and who is not notified of such change of rostered duty at least 24 hours before the commencement of the altered shift, shall be paid for the



performance of duty on that shift in lieu of being granted an alternate rest or recurrent leave day at the overtime rate specified in subclause (i) of clause 45 of this Award.

### **55. Competency Based Incremental Progression**

- (i) Except as otherwise provided for Leading Senior Constables, Sergeants, Senior Sergeants and Detectives elsewhere in this clause, incremental progression for Non-Commissioned Officers shall be based on:
  - (a) a minimum period of twelve (12) months service on each incremental level or step as defined in Table 1 - Non-Commissioned Officers' Salaries of Part B; Monetary Rates; and
  - (b) compliance with the competency requirements specified in this clause.
- (ii) It is the responsibility of Non-Commissioned Officers to ensure they are familiar with the contents of this clause and to make all reasonable efforts to comply with the requirements contained therein.
- (iii) Commanders/Managers are responsible to ensure that Non-Commissioned Officers under their control are given every opportunity to comply with the requirements of this clause. This shall include but not necessarily be limited to:
  - (a) ensuring that Non-Commissioned Officers have sufficient time, on duty, to undertake necessary training;
  - (b) ensuring that Non-Commissioned Officers have access to the necessary training facilities; and
  - (c) the provision of remedial training where necessary.
- (iv) Commanders/Managers are not to certify a Non-Commissioned Officer as competent unless satisfied they have met the requirements of this clause.
- (v) Competency Requirements

Subject to a Non-Commissioned Officer's rank and level the competency requirements for incremental progression shall be:

- (a) Constable's Education Program

For confirmation as a constable of police, Non-Commissioned Officers must successfully complete the Constable's Education Program and/or meet any other requirements or attain any other qualifications necessary for confirmation as determined by the Commissioner from time to time.

- (b) Base Generic Competencies

- (1) Maintenance of Defensive Tactics (Including Firearms) and CPR/First Aid Training

Non-Commissioned Officers must meet or exceed the minimum level of competency established by the Commissioner in consultation with the Association. The required level of competency must be attained within the training year (1 July to 30 June) prior to a Non-Commissioned Officer's increment falling due.

A Non-Commissioned Officer who fails to meet the minimum competency shall be subject to remedial training.

A Non-Commissioned Officer who fails to meet the minimum level of competency following a course of remedial training will have their increment deferred for the amount of time taken to satisfy the minimum level of competency required.

## (2) Physical Fitness Standard

For the purpose of this paragraph illness or injury is not to be regarded as a factor in determining a Non-Commissioned Officer's level of physical fitness.

In the event of an "incident" or "situation" occurring or arising where a Non-Commissioned Officer's level of fitness, taking into account their deployment and age, was a contributing factor to the "incident" or "situation" then such Non-Commissioned Officer may be referred to the New South Wales Police Medical Branch for assessment as to their fitness and development of a remedial program. Such a program shall take into account any advice provided by the Non-Commissioned Officer's medical practitioner.

If a Non-Commissioned Officer has not made sufficient progress towards a reasonable level of fitness at the end of the first review period under the program, incremental progression shall be deferred by the period between the first review and the time when sufficient progress is made towards a reasonable level of fitness.

The assessment of a Non-Commissioned Officer's level of physical fitness shall have regard to their deployment and age.

## (3) Driver Status

Safe Driving Policy - A Non-Commissioned Officer who has their status to drive New South Wales Police vehicles revoked pursuant to the Safe Driving Policy shall undertake a driver development program. Failure to gain driver status at the end of the program shall result in deferral of the Non-Commissioned Officer's incremental progression by the period from the conclusion of the program until they satisfy the requirements of the program or have their status reinstated.

A local decision by a Commander/Manager to prohibit a Non-Commissioned Officer from driving will have no effect on incremental progression.

A Non-Commissioned Officer who has their status to drive New South Wales Police vehicles revoked may appeal the decision to the Commissioner in accordance with the Safe Driving Policy.

Civilian Licence - Loss of civilian licence will result in the deferral of incremental progression by the period of that loss.

## (4) Computerised Operational Policing (COPS) System Literacy

Subsequent to initial training on the COPS system, Non-Commissioned Officers are expected to be able to utilise the system to the degree necessary to perform their duties.

Where a Non-Commissioned Officer demonstrates a deficiency in the use of the system necessary to perform their duties they shall be placed on a remedial program.

If at the end of a program a Non-Commissioned Officer has been unable to overcome their deficiency, their incremental progression will be deferred by the period of time taken to reach the required standard.

Non-Commissioned Officers whose deployment is changed shall be provided with further training on the COPS system, which is specific to their new area of deployment.

## (c) Mandatory Continuing Police Education (MCPE)

Non-Commissioned Officers are obliged to complete the agreed requisite MCPE program for each training year. Each annual MCPE program shall be developed by the Commissioner in consultation with the Association. MCPE programs shall cover such topic areas as:

Maintenance of current policing knowledge

Corporate Key Result and Key Practice Areas

Maintenance of expert status for specialists

Non-Commissioned Officers who fail to complete the MCPE program within the training year will have their incremental progression deferred by the period between the end of the training year and until completion of the program is achieved. Non-Commissioned Officers who are unable to complete the program due to New South Wales Police requirements shall not have their incremental progression deferred as a consequence of not meeting their MCPE obligations.

(d) Objective Test of Policing Knowledge

Within the six months leading up to a change in "Level" as defined in Table 1 - Non-Commissioned Officers' Salaries of Part B, Monetary Rates, Non-Commissioned Officers are required to pass an objective test of policing knowledge. Unless determined otherwise, the test shall be conducted by way of computer terminal using the New South Wales Police computer network. From the beginning of the first full pay commencing on or after 1 July 2006 Sergeants, Senior Sergeants and Detectives will be required to pass the test within the six months leading up to any increment which involves a pay increase.

The Commissioner shall be responsible for development, maintenance and integrity of the test in consultation with the Association.

Non-Commissioned Officers may sit a trial of the test as often as they want, subject to New South Wales Police convenience.

Non-Commissioned Officers may fail and re-sit the test, at any time within the six months leading up to the appropriate increment date. However, Non-Commissioned Officers who are unable to pass the test by the appropriate increment date shall have their increment deferred until such time as the test is passed.

(e) Performance Management Scheme

An appropriate performance management scheme relevant to rank shall be applied to Non-Commissioned Officers. Non-Commissioned Officers are required to perform their duties in accordance with the provisions of the scheme. Non-Commissioned Officers who fail to perform at the agreed level will be placed on a poor performer's scheme.

If, at the conclusion of the poor performer's scheme a Non-Commissioned Officer has not satisfied the requirements of the scheme, their incremental progression shall be deferred by the period taken to satisfy the scheme.

(vi) Effect on Incremental Progression Where Multiple Competencies Not Satisfied.

Should any Non-Commissioned Officer fail to satisfy more than one competency required for incremental progression then the period of loss of incremental progression shall be concurrent not cumulative. That is, the competency taking the longest period to satisfy, of any competencies shall be the period of deferral of incremental progression.

(vii) Increments Falling Due During a Period of Initial Remedial Training

In the event of a Non-Commissioned Officer's increment falling due during a period of initial remedial training or participation in a poor performers scheme, it will not be deferred. However, if such training is not satisfied, progression to the next increment will be deferred by the period of time taken after such training or participation until such time as the Non-Commissioned Officer has reached the required competency standard.

## (viii) Requirements for Progression Through the Various Ranks and Grades

## (a) Progression to Constable Level 2 (Confirmation)

Progression to Constable Level 2 increment shall be contingent upon:

- (1) Achievement of 12 months service as a Probationary Constable or any other period as the Commissioner may direct in accordance with clause 13 of the Police Regulation, 2000.
- (2) Successful completion of the Constable's Education Program and/or the attainment of any other qualifications or requirements as determined by the Commissioner from time to time.
- (3) Confirmation as a constable.

## (b) Progression to Constable Levels 3, 4, and 5

Progression to Constable Levels 3,4, and 5 shall be contingent upon:

- (1) 12 months service on each previous increment.
- (2) Maintenance of the Base Generic Competencies during the training year prior to the increment falling due. Should the Base Generic Competencies not be satisfied, incremental progression shall be deferred in accordance with the provisions of this clause.

## (c) Progression Beyond Constable Level 5 (Promotion to Senior Constable)

Progression beyond Constable Level 5 and for promotion to Senior Constable shall be contingent upon:

- (1) Successful completion of the Constable's Development Program (or equivalent qualification);
- (2) Maintenance of the Base Generic Competencies in accordance with the provisions of this clause.
- (3) Passing the Objective Test of Policing Knowledge in accordance with the provisions of this clause.

## (d) Progression to Each Subsequent Incremental Level (Including Progression within the Sergeant and Senior Sergeant Ranks)

Progression within the ranks of Senior Constable, Sergeant and Senior Sergeant shall be contingent upon:

- (1) 12 months service on each previous increment (both level and step).
- (2) Maintenance of the Base Generic Competencies in accordance with the provisions of this clause.
- (3) Completion of the Mandatory Continuing Police Education (MCPE) requirements in accordance with the provisions of this clause.
- (4) Passing the Objective Test of Policing Knowledge in accordance with the provisions of this clause (for progression to each level only).
- (5) Satisfactory performance under the appropriate Performance Management Scheme.

## (ix) Effect of Any Deferral of Incremental Progression

- (a) The period of deferral of an increment shall be determined by the period of time taken to achieve the appropriate competency and/or performance standards in accordance with the provisions of this clause.
- (b) Where an increment is deferred:
  - (1) within the first 3 years of employment as a Non-Commissioned Officer, the original increment date is to be retained for future increments;
  - (2) after the first 3 years of employment as a Non-Commissioned Officer, all future incremental dates are to be varied by the period of deferment.

## (x) Non-Commissioned Officers Medically Excused from Demonstrating Certain Competencies

A Non-Commissioned Officer who, as a consequence of being placed on alternative duties, is medically excused from any activity aimed at demonstrating their competence, shall not have normal incremental progression deferred as a result of that non participation. Should a Non-Commissioned Officer return to full duty, within 6 months of their return, they shall be required to demonstrate or achieve the required level of skill in the excused competency.

Such Non-Commissioned Officer shall be given appropriate training in order that they are able to reasonably comply with such procedures.

Any failure to comply will require the Non-Commissioned Officer to undergo appropriate remedial training. Should the Non-Commissioned Officer then remain unable to meet the requirements of the particular competency incremental progression shall be deferred in accordance with the provisions of this clause. Provided that the increment subject to deferral in accordance with this sub clause shall be the first increment occurring after the 6 month period.

## (xi) Part-time Non-Commissioned Officers

Non-Commissioned Officers working under a part-time arrangement shall be subject to the provisions of this clause as if they were a full-time officer. Part-time Non-Commissioned Officers may have their rosters amended to facilitate their compliance with the requirements of this clause. Attendance at any necessary training/assessment may also be facilitated at locations other than the Non-Commissioned Officer's normal place of attachment.

## (xii) Effect of Long Term Absences

Non-Commissioned Officers on secondment, full time leave without pay, special leave without pay, extended sick leave, Workers Compensation/Hurt on Duty absences or returning from suspension shall be regarded as having satisfied the requirements of any entitlement to incremental progression provided that within 6 months of their return to duty they comply with the requirements of this clause.

Such Non-Commissioned Officers shall be given appropriate training in order that they are able to reasonably comply with such procedures.

Any failure to comply will require the Non-Commissioned Officer to undergo appropriate remedial training. Should the Non-Commissioned Officer then remain unable to meet the requirements of any particular competency, incremental progression shall be deferred in accordance with the provisions of this clause. Provided that the increment subject to deferral in accordance with this sub clause shall be the first increment occurring after the 6 month period.

## (xiii) Performance Management for Seconded Officers

Non-Commissioned Officers on secondment from the New South Wales Police whether by way of Special Leave Without Pay or otherwise, must comply with the requirements, if any, of the seconding

organisation's performance management scheme. They must bring with them on return to the New South Wales Police a certificate from the seconding organisation as to their satisfactory compliance to be considered to have maintained the requirements of the Performance Management Scheme. If no such scheme is in place, Non-Commissioned Officers will be required to produce a certificate to that effect from the seconding organisation.

(xiv) Effect on Transfers

Non-Commissioned Officers who are prevented from undertaking a competency or attending the required number of MCPE lectures as a consequence of a transfer shall have such matters taken into account in competency assessment. Non-Commissioned Officers who have an outstanding obligation on transfer should immediately notify their supervisor on taking up duty at the new location.

(xv) Leading Senior Constables

In addition to the mandatory competency requirements contained within this clause Leading Senior Constables shall be required to satisfy the following for incremental progression:

- (a) Passing of an objective test of policing knowledge (relevant to the role and responsibilities of Leading Senior Constable) within a period of one month prior to the anniversary of appointment as a Leading Senior Constable. The passing of a test under the provisions of this paragraph shall suffice for the requirements of paragraph (d) of subclause (v) of this clause.
- (b) Satisfaction of a rigorous performance assessment regime including quarterly and annual reviews of performance. For the purpose of this paragraph agreed rigorous performance assessment means the Leading Senior Constable and their supervisor participate in feedback discussions on the demonstrated performance, knowledge, skills and abilities of the Leading Senior Constable's performance in their role. Where the requisite performance is not demonstrated then discussions should identify the areas needing attention with agreed courses of action and timeframes for review.

(xvi) Sergeants/Senior Sergeants

In addition to the mandatory competency requirements contained within this clause progression beyond Sergeant 6th Year and Senior Sergeant 4th Year shall be based on:

- (a) Satisfaction of an agreed rigorous performance assessment regime including quarterly and annual review of the Sergeant and, where appropriate, the team's performance. For the purpose of this paragraph an agreed rigorous performance assessment means the Sergeant and their supervisor participate in feedback discussions on the demonstrated performance, knowledge, skills and abilities of the Sergeant's performance in their role. Where the requisite performance is not demonstrated then discussions should identify the areas needing attention with agreed courses of action and timeframes for review.
- (b) Demonstration of an ongoing commitment to professional development as evidenced by the successful completion of the relevant courses and a commitment to undertake or preparedness to undertake courses that raise skill level.

(xvii) Detectives

In addition to the mandatory competency requirements contained within this clause Detectives shall be required to satisfy the following for incremental progression:

- (a) Progression up to Detective 8th Year

Designation as a Detective, or currently undertaking, or being prepared to undertake (by way of written commitment) the Detectives Education Program (DEP). The parties recognise that program availability and other factors may impinge upon a Detective's capacity to undertake the DEP.

- (b) Progression beyond Detective 8th Year
- (1) Satisfaction of an agreed rigorous performance assessment regime including quarterly and annual reviews of the Detective's performance. For the purpose of this sub paragraph performance assessment shall include assessment of the Detective's role as a guide, mentor and trainer of less experienced Detectives.
  - (2) Completion of or commitment to undertake or being prepared to undertake courses that raise skill level.
- (c) Progression beyond Detective Sergeant 3rd Year and Detective Senior Sergeant 3rd Year
- (1) Satisfaction of an agreed rigorous performance assessment regime including quarterly and annual reviews of the Detective Sergeant's/Detective Senior Sergeant's and, where appropriate, the team's performance. For the purpose of this paragraph an agreed rigorous performance assessment means the Detective Sergeant/Detective Senior Sergeant and their supervisor participate in feedback discussions on the demonstrated performance, knowledge, skills and abilities of the Detective Sergeant's/Detective Senior Sergeant's performance in their role. Where the requisite performance is not demonstrated then discussions should identify the areas needing attention with agreed courses of action and timeframes for review.
  - (2) Demonstration of an ongoing commitment to professional development as evidenced by the successful completion of the relevant courses and a commitment to undertake or preparedness to undertake courses that raise skill level.

#### **56. Provision of Uniform**

- (i) Suitable uniforms of good quality as approved by the Commissioner after consultation with the Association shall be provided to all Non-Commissioned Officers required to wear uniforms.
- (ii) Initial Issue
- (a) Standard Police Dress Uniform - Initial Issue

All uniformed Non-Commissioned officers recruited to New South Wales Police on or after the operative date of this Award shall be issued the following items of uniform:

Male Non-Commissioned Officers		Female Non-Commissioned Officers	
one	Set of basket weave leather gear	one	set of basket weave leather gear
one	leather duty jacket	one	leather duty jacket
two	Jumpers	Two	Jumpers
Four	Pairs of trousers	Four	Pairs of culottes
		Two	Pair of slacks
Eight	Shirts	Eight	Blouses
Two	Ties	Two	Ties
Two	Pairs of boots, fur lined boots and/or shoes	Two	Pairs of boots, fur lined boots and/or shoes
One	Antron cap	One	Dress hat
One	Rainsuit, breathable fabric of suitable Standard	One	Rainsuit, breathable fabric of suitable Standard
One	cap cover	one	Dress hat cover
Seven	pairs of socks	three	Pairs of socks
One	country hat	one	country hat
One	country hat cover	one	country hat cover
One	reflective vest	one	reflective vest

- (b) In addition to the above items Non-Commissioned Officers shall, on request be supplied, with a pair of sunglasses. Such sunglasses shall comply with the appropriate Australian Standard.

(iii) Western Areas - Additional Initial Issue

In addition to the Standard Police Dress Uniform - Initial Issue prescribed in paragraph (ii) of this clause, Non-Commissioned Officers performing uniform duties in the stations of:

Ardlethan	Eugowra	Nyngan
Ariah Park	Euston	Oaklands
Balranald	Finley	Pallamallawa
Barellan	Forbes	Parkes
Barham	Garah	Peak Hill
Barmedman	Goodooga	Pilliga
Barooga	Goolgowi	Rankin Springs
Bellata	Griffith	Tallimba
Berrigan	Grong Grong	Tibooburra
Bogan Gate	Gulargambone	Temora
Boggabilla	Gwabegar	Tocumwal
Boggabri	Hay	Tottenham
Boomi	Hillston	Trangie
Bourke	Ivanhoe	Trundle
Brewarrina	Lake Cargelligo	Tullamore
Broken Hill	Leeton	Tullibigeal
Buronga	Lightning Ridge	Ungarie
Burren Junction	Lockhart	Urana
Carinda	Jerilderie	Walgett
Carrathool	Mathoura	Wanaaring
Cobar	Menindee	Warren
Coleambally	Moama	Wee Waa
Collarenebri	Moree	Weethalle
Condobolin	Moulamein	Wentworth
Coonamble	Mungindi	West Wyalong
Dareton	Mulwala	Whitton
Darlington Pt	Narrabri	Wilcannia
Deniliquin	Narrandera	Yanco
Enngonia	Narromine	Yenda
	Nymagee	

will be provided with:

three (3) pairs washable trousers/slacks/culottes

(iv) Cold Climate Areas (Category 1) - Additional Initial Issue

In addition to the Standard Police Dress Uniform - Initial Issue prescribed in paragraph (ii) of this clause, Non-Commissioned Officers performing uniform duties in the stations of:

Aberdeen	Curlewis	Muswellbrook
Albury	Delungra	Nundle
Ashford	Denman	Parkes
Baradine	Dunedoo	Peak Hill
Barraba	Eden	Picton
Bega	Eugowra	Quadialla
Bellbrook	Forbes	Queanbeyan
Bemboka	Gooloogong	Quirindi
Bendemeer	Gravesend	Rand



Bermagui	Greenethorpe	Robertson
Bethungra	Grenfell	Rylstone
Bingara	Gulgong	Scone
Binnaway	Gunnedah	Somerton
Bogan Gate	Harden	Springwood
Bowral	Henty	Stuart Town
Braidwood	Holbrook	Stockinbingal
Bundanoon	Howlong	Tambar Springs
Bundarra	Hume Lake	Tamworth
Bungendore	Inverell	Tarcutta
Campbelltown - HWP	Jugiong	Tathra
Candelo	Kandos	The Oaks
Canowindra	Koorawatha	Tingha
Captains Flat	Kootingal	Trundle
Caragabal	Lake Cargelligo	Tullamore
Cassilis	Manilla	Tullibigeal
Cobargo	Mendooran	Wagga Wagga - HWP
Comboyne	Merimbula	Walla Walla
Condobolin	Merriwa	Warialda
Coolah	Michelago	Wallendbeen
Coonabarabran	Mittagong	Wellington
Corowa	Moonan Flat	Werris Creek
Cowra	Moss Vale	Windsor
Culcairn	Mudgee	Willow Tree
	Murrurundi	Woodstock
		Yetman
		Young

will be provided with:

one (1) pair gloves

four (4) pairs winter weight socks

(v) Cold Climate Areas (Category 2)

In addition to the Standard Police Dress Uniform - Initial Issue prescribed in paragraph (ii) of this clause, Non-Commissioned Officers performing uniform duties in the stations of:

Adelong	Gloucester	Nowendoc
Armidale	Goulburn	Oberon
Bathurst	Goulburn, Police College - School	Orange
Batlow	of Traffic and Mobile Policing	Penrith - Radio Network
Binalong	Greater Hume Region -	Services Unit
Blackheath	Crash Investigation Unit	Portland
Blayney	Gundagai	Queanbeyan - HWP*
Boorowa	Gunning	Richmond - HWP
Capertee	Guyra	Rockley
Carcoar	Hill End	Talbingo
Collector	Holbrook - HWP	Tarago
Cootamundra	Katoomba	Tenterfield
Cudal	Lawson	Trunkey Creek
Cumnock	Lithgow	Tumut
Deepwater	Macquarie Region - Crash	Uralla
Emmaville	Investigation Unit	Walcha
Glen Innes	Mandurama	Walcha Rd

	Manildra	Wallerawang
	Marulan	Yass
	Millthorpe	
	Molong	
	Mount Victoria	

will be provided with:

one (1) fur lined cap

one (1) pair gloves

four (4) pairs winter weight socks

\*Only members of the Highway Patrol who regularly perform duties within the Cooma & Tumut areas within the winter months.

(vi) Snow Areas - Additional Initial Issue

In addition to the Standard Police Dress Uniform - Initial Issue prescribed in paragraph (a) of this subclause, Non-Commissioned Officers performing uniform duties in the Stations of: -

Adaminaby	Khancoban
Berridale	Nimmitabel
Bigga	Oberon
Bombala	Rockley
Cooma	Taralga
Crookwell	Tuena
Delegate	Trunky Creek
Guyra	Tumbarumba
Jindabyne	

will be provided with:

one (1) pair gloves

four (4) pairs winter weight socks

one (1) pair snow boots

one (1) fur lined cap

two (2) woollen long sleeved shirts/blouses

(vii) Annual Issue - Male

All male uniformed Non-Commissioned Officers shall be issued, in their second and subsequent years of service, with seven (7) pairs of socks, which will include four (4) pairs of winter weight socks when attached to the areas specified in paragraphs (iv), (v) and (vi) of this clause.

(viii) Annual Issue - Female

All female uniformed Non-Commissioned Officers shall be issued, in their second and subsequent years of service, with three (3) pairs of socks. These three (3) pairs shall be winter weight socks when attached to the areas specified in paragraphs (iv), (v) and (vi) of this clause.

(ix) Stocking Allowance

All female uniformed Non-Commissioned Officers shall, in addition to the uniform issued above, be paid an allowance as set out in Table 10 - Stocking Allowance (Non-Commissioned Officers), of Part B, Monetary Rates.

(x) Plain Clothes Allowance

All Non-Commissioned Officers required to perform duty in plain clothes shall be paid a plain clothes allowance as set out in Table 11 - Plain Clothes Allowances (Non-Commissioned Officers), of Part B, Monetary Rates in lieu of the provision of uniform. Provided further that from the first pay period commencing on or after 1 July 2006 only Non-Commissioned Officers other than Detectives who meet the requirements of this subclause shall be paid a plain clothes allowance.

(xi) Plain Clothes Allowance shall be paid on a pro rata basis where a Non-Commissioned Officer is required to perform duty in plain clothes for part of a year.

(xii) In the case of a Non-Commissioned Officer ordinarily in receipt of a Plain Clothes Allowance, such allowance will not be payable when the Non Commissioned Officer is:

- (a) absent on sick leave for a continuous period exceeding 6 months;
- (b) absent on leave without pay (including Maternity, Parental and Adoption leave without pay); or
- (c) suspended from office.

(xiii) Condemnation

Except for the annual issue of socks, all items of uniform will be replaced on condemnation only.

(xiv) Interruption to Supply

Should there be an interruption to the supply of any item of uniform specified in this clause, due to circumstances beyond the control of New South Wales Police the Association is to be notified promptly in writing by New South Wales Police of the particular problem and the anticipated date of supply.

### **57. Air Travel**

- (i) Non-Commissioned Officers escorting prisoners in aircraft shall be in the ratio of at least one to one. The maximum number of persons in custody being carried in any one aircraft shall be two.
- (ii) Non-Commissioned Officers required to travel in aircraft in the course of their duty, and prisoners and patients under escort shall be insured under the provisions of the New South Wales Treasury Managed Fund.

### **58. Lockers**

All Non-Commissioned Officers shall, at some reasonably convenient place, be provided with a suitable full-length locker.

### **59. Work of a Menial Nature**

Non-Commissioned Officers shall not be required to perform cleaning or similar work.

## DIVISION 5 - COMMISSIONED OFFICERS

### 60. Salaries

- (i) Subject to the *Police Act* 1990, and Regulations and Any Requirements there under and to the Provisions of clause 61, "Competency Based Incremental Progression" (Commissioned Officers) of This Award, a Commissioned Officer Shall, According to the Position Or Rank Held and the Incremental Level Achieved, be Paid a Salary of Not Less Than the Amounts Prescribed in Table 2 - Commissioned Officers' Salaries of Part B, Monetary Rates.
- (ii) The salaries prescribed in Table 2 - Commissioned Officers' Salaries of Part B, Monetary Rates of this Award contain a loading in compensation for factors which the "loading" prescribed for Non-Commissioned Officers under clause 35, of this Award is intended to compensate.
- (iii) The parties recognise the "all up" nature of the Salaries prescribed in Table 2 - Commissioned Officers' Salaries of Part B, Monetary Rates of this Award, consistent with the description contained in New South Wales Police Circular 91/65, issued on 29 April 1991.
- (iv) The parties recognise the need, as a result of New South Wales Police restructures and other administrative priorities, to redeploy displaced Inspectors within the grades of the rank. This can occur, as per agreed policy documents, where an increase in salary is limited to less than a 5% differential between the maximum salaries of the two positions."

### 61. Inspectors' Salary Restructure and Transition

- (i) From the first full pay period commencing on or after 1 July 2006 the various grades of Inspector and Chief Inspector shall move to a new single salary structure for Inspectors. Transition to the new salary structure shall be in accordance with the following table:

INSPECTORS' TRANSITION	
Incremental Level up to the First Full Pay Period Commencing on or After 1 July 2006	Incremental Level from the First Full Pay Period Commencing on or After 1 July 2006
Inspector LAC Duty Officer Level 3, 1st Year	Inspector 1st Year
Inspector LAC Duty Officer Level 3, 2nd Year	Inspector 2nd Year
Inspector LAC Duty Officer Level 3, 3rd Year (Up to 1 year on increment)	Inspector 2nd Year
Inspector LAC Duty Officer Level 3, 3rd Year (More than 1 year on increment).	Inspector 3rd Year
Inspector Level 1	Inspector 3rd d Year
Inspector Level 2	Inspector 4th Year
Inspector Level 3	Inspector 4th Year
Inspector Level 4 (Up to 1 year on increment)	Inspector 4th Year
Inspector Level 4 (More than 1 year on increment)	Inspector 5th Year
Inspector LAC Duty Officer Level 2, 1st Year	Inspector 5th Year
Inspector LAC Duty Officer Level 2, 2nd Year	Inspector 5th Year
Inspector LAC Duty Officer Level 2, 3rd Year	Inspector 6th Year
Inspector LAC Duty Officer Level 2, 4th Year (Up to 1 year on increment)	Inspector 6th Year
Inspector LAC Duty Officer Level 2, 4th Year (More than 1 year on increment)	Inspector 7th Year
Chief Inspector Level 1	Inspector 7th Year
Chief Inspector Level 2	Inspector 7th Year
Chief Inspector Level 3	Inspector 7th Year
Chief Inspector LAC Duty Officer, 1st Year	Inspector 7th Year
Chief Inspector LAC Duty Officer, 2nd Year	Inspector 8th Year
Chief Inspector LAC Duty Officer, 3rd Year	Inspector 8th Year

- (ii) Inspectors and Chief Inspectors who are classified as Inspector LAC Duty Officer Level 3, 1st year; Inspector LAC Duty Officer Level 3, 3rd Year (Up to 1 year on increment); Inspector Level 1; Inspector Level 4 (Up to 1 year on increment); Inspector LAC Duty Officer Level 2, 2nd Year, Inspector LAC Duty Officer Level 2, 4th Year (Up to 1 year on increment); Chief Inspector LAC Duty Officer Level 1, 1st Year and Chief Inspector LAC Duty Officer Level 1, 3rd Year shall retain their existing increment date on transition to the new salary structure. All other Inspectors and Chief Inspectors shall be entitled to their next increment 12 months from the date of transition, ie. from the first full pay period commencing in or after 1 July 2006.
- (iii) The transition arrangements provide for the allowances currently paid to some Inspectors and Chief Inspectors to be absorbed. Those allowances are plain cloths allowance; special expenses allowance; personal skills allowance; and operational detectives allowance. No officer is to be disadvantaged through the transition arrangements.

### 62. Superintendents' Salary Restructure and Transition

- (i) From the first full pay period commencing on or after 1 July 2006 the various grades of Superintendent and Chief Superintendent shall move to a new single salary structure for Superintendents. Transition to the new salary structure shall be in accordance with the following table:

SUPERINTENDENTS' TRANSITION	
Incremental Level up to the First Full Pay Period Commencing on or After 1 July 2006	Incremental Level from the First Full Pay Period Commencing on or After 1 July 2006
Superintendent LAC Commander Level 3, 1st Year	Superintendent 1st Year
Superintendent LAC Commander Level 3, 2nd Year (Up to 1 year on increment)	Superintendent 1st Year
Superintendent LAC Commander Level 3, 2nd Year (More than 1 year on increment)	Superintendent 2nd Year
Superintendent Level 1	Superintendent 2nd Year
Superintendent Level 2	Superintendent 3rd Year
Superintendent Level 3 (Up to 1 year on increment)	Superintendent 4th Year
Superintendent Level 3 (More than 1 year on increment)	Superintendent 5th Year
Superintendent LAC Commander Level 2, 1st Year	Superintendent 5th Year
Superintendent LAC Commander Level 2, 2nd Year (Up to 1 year on increment)	Superintendent 5th Year
Superintendent LAC Commander Level 2, 2nd Year (More than 1 year on increment)	Superintendent 6th Year
Chief Superintendent Level 1	Superintendent 6th Year
Chief Superintendent Level 2	Superintendent 7th Year
Chief Superintendent Level 3 (Up to 1 year on increment)	Superintendent 7th Year
Chief Superintendent Level 3 (More than 1 year on increment)	Superintendent 8th Year
Superintendent LAC Commander Level 1, 1st Year	Superintendent 8th Year
Superintendent LAC Commander Level 1, 2nd Year	Superintendent 8th Year

- (ii) Superintendents and Chief Superintendents who are classified as Superintendent LAC Commander Level 3, 2nd Year (Up to 1 year on increment); Superintendent Level 1; Superintendent Level 2; Superintendent Level 3 (Up to 1 year on increment); Superintendent LAC Commander Level 2, 2nd Year (Up to 1 year on increment); Chief Superintendent Level 1; Chief Superintendent Level 3 (Up to 1 year on increment) and Superintendent LAC Commander Level 1, 2nd Year shall retain their existing increment date on transition to the new salary structure. All other Superintendents and Chief

Superintendents shall be entitled to their next increment 12 months from the date of transition, i.e. from the first full pay period commencing on or after 1 July 2006.

- (iii) The transition arrangements provide for the allowances currently paid to some Inspectors and Chief Inspectors to be absorbed. Those allowances are plain cloths allowance; special expenses allowance; personal skills allowance; and operational detectives allowance. No officer is to be disadvantaged through the transition arrangements.

### **63. Hours of Duty**

- (i) The ordinary hours of duty for all Commissioned Officers shall be, an overall average, of 38 hours per week.
- (ii) Consistent with the provisions of subclause (iii) of clause 60, Salaries, any additional duty required to be performed outside of ordinary hours of duty shall attract no additional remuneration.
- (iii) Commissioned Officers whose performance of work is not subject to regular shift rostering practices shall be individually accountable for the proper, efficient and effective management of their time, so as to ensure that the objectives and goals of their commands are met and that all resources of the command are managed in an efficient and effective manner. Such officers shall manage their own time subject to the overriding discretion of senior officers to direct the performance of duty.
- (iv) The parties recognise that the flexibility of working hours in respect to Commissioned Officers referred to in subclause (iii) above may provide them with an opportunity to avail themselves of additional days off, free of duty, over and above their normal rest days or any other form of normally available paid leave.
- (v) With the exception of those Commissioned Officers referred to in subclause (vi) below, Commissioned Officers shall not normally be required to attend for duty on Public Holidays. Any such requirement to attend however, shall not attract any additional remuneration or entitlement to time off in lieu except for the accrual of additional annual leave as prescribed in subclause (v) of clause 18, Annual Leave.
- (vi) Commissioned Officers Regularly Rostered to Work Shiftwork on Sundays and Public Holidays

Commissioned Officers who are regularly rostered to work shiftwork on Sundays and Public Holidays shall be subject to the provisions of clause 42, Hours of Duty (Non-Commissioned Officers) as if they were Non-Commissioned Officers. Provided further that no overtime shall apply to Commissioned Officers where they may be required to work on a cancelled or deferred rest day irrespective of the notice given to work on any such day.

- (vii) Commissioned Officers other than those Regularly Rostered to Work Shiftwork on Sundays and Public Holidays

The following provisions shall apply to Commissioned Officers other than those described in subclause (vi) above:

- (a) Commissioned Officers shall manage their own time subject to the overriding discretion of their commanders/managers to direct the performance of duty.
- (b) Commissioned Officers covered by this subclause will generally not be required to attend for duty on Public Holidays. However, any requirement to attend on such days shall attract additional annual leave in accordance with subclause (v) and clause 18, Annual Leave.

### **64. Fixed Term Appointment**

- (i) Each Commissioned Officer shall be the subject of a Fixed Term Appointment in accordance with the provisions of Part 6, Division 3A of the *Police Act* 1990.

- (ii) Subject to the provisions of this Award, there shall be a general presumption in favour of renewal of Fixed Term Appointments
- (iii) Fixed Term Appointments shall generally expire only by the effluxion of time. No occurrence of any nature shall have the effect of extending the period of any appointment beyond its nominated expiry date.

#### **65. Non-Renewal Benefit**

- (i) Commissioned Officers being subject to Fixed Term Appointments in accordance with Part 6, Division 3A of the *Police Act* 1990 shall accrue an entitlement to the payment of a benefit, equal to twelve and one half (12.5) percent of total salary earnings for each completed fixed term appointment, in accordance with the following provisions:
  - (a) The entitlement shall commence to accrue from the beginning of the first Fixed Term Appointment of each Commissioned Officer;
  - (b) The benefit shall only be payable in respect of each completed Fixed Term Appointment;
  - (c) Any Commissioned Officer who resigns or retires (excluding medical retirement where application is supported by the Commissioner) from New South Wales Police during the currency of a Fixed Term Appointment shall be regarded as not having completed that particular Term and no benefit shall be payable in respect of that incomplete Term. However, all accrued benefits from previously completed Terms shall be payable;
  - (d) Any Fixed Term Appointment terminated, either through the death of the Commissioned Officer, the medical retirement of the Commissioned Officer where application is supported by the Commissioner or upon promotion in accordance with Part 6, Division 3A of the *Police Act* 1990, shall be deemed to be a completed Term for the purpose of accrual of the benefit;
  - (e) In circumstances where a Commissioned Officer is "removed" from New South Wales Police under the provisions of s181D of the *Police Act* 1990 (as amended), there will be no eligibility for the Non Renewal Benefit including previously completed Terms. However, in circumstances where a Commissioned Officer, under the provisions of s181E of the Act, applies for a review by the Industrial Relations Commission of any such "removal" on the grounds that it is harsh, unreasonable or unjust, and such application is upheld by the Industrial Relations Commission, then no matter what the remedy, such Commissioned Officer retains eligibility to the Non Renewal Benefit.
  - (f) In circumstances however, where in conciliation proceedings, the Commissioner is prepared to consent to a Commissioned Officer's reinstatement for the purpose of allowing the Commissioned Officer to resign, and such reinstatement and resignation is effected, then the usual eligibility criteria, as contained within the provisions of this clause shall apply.
  - (g) Consistent with the provisions of subclauses (b) and (c) above any entitlement to a benefit shall become payable upon termination of employment (including medical retirement where application is supported by the Commissioner) or termination as a result of a decision by the Commissioner not to renew an expired Fixed Term;
  - (h) Commissioned Officers who are appointed to a position with the Police Senior Executive Service shall have the amount of their benefit capped as at the date of such appointment and that benefit shall be available at that capped amount in accordance with the provisions herein;
  - (i) Commissioned Officers who (whether through the exercise of a right of return or otherwise) enter a Fixed Term Appointment, subsequent to a period of appointment within the Police Senior Executive Service, will accrue a benefit exclusive of any salary earned whilst a member of New South Wales Police Senior Executive Service. Any such benefit shall be in addition to any capped benefit to which a Commissioned Officer may be entitled in accordance with subclause (h) above

**66. Competency Based Incremental Progression**

- (i) Incremental progression for Commissioned Officers shall be based on:
- (a) a minimum period of twelve (12) months service on each incremental level where defined in Table 2 - Commissioned Officers' Salaries of Part B, Monetary Rates; and
  - (b) compliance with the competency requirements specified in this clause;
- (ii) It is the responsibility of Commissioned Officers to ensure they are familiar with the contents of this clause and to make all reasonable efforts to comply with the requirements contained therein.

Commanders/Managers are responsible to ensure that Commissioned Officers under their control are given every opportunity to comply with the requirements of this clause. This shall include but not necessarily be limited to:

- (a) ensuring that Commissioned Officers have sufficient time, on duty, to undertake necessary training;
- (b) ensuring that Commissioned Officers have access to the necessary training facilities; and
- (c) the provision of remedial training where necessary.

Commanders/Managers are not to certify a Commissioned Officer as competent unless satisfied they have met the requirements of this clause.

(iii) **Competency Requirements**

The competency requirements for incremental progression for Commissioned Officers shall be:

- (a) **Base Generic Competencies**
  - (1) Maintenance of Defensive Tactics including Firearms Competency (where appropriate to deployment) and CPR/First Aid Training

Commissioned Officers must meet or exceed the minimum level of competency established by the Commissioner in consultation with the Association. The required level of competency must be attained within the training year (1 July to 30 June) prior to a Commissioned Officer's increment falling due.

A Commissioned Officer who fails to meet the minimum competency shall be subject to remedial training.

A Commissioned Officer who fails to meet the minimum level of competency following a course of remedial training will have their increment deferred for the amount of time taken to satisfy the minimum level of competency required.

- (2) **Physical Fitness Standard**

For the purpose of this paragraph illness or injury is not to be regarded as a factor in determining a Commissioned Officer's level of physical fitness.

In the event of an "incident" or "situation" occurring or arising where a Commissioned Officer's level of fitness, taking into account their deployment and age, was a contributing factor to the "incident" or "situation" then such Commissioned Officer may be referred to the New South Wales Police Medical Branch for assessment as to their fitness and development of a remedial program. Such a program shall take into account any advice provided by the Commissioned Officer's medical practitioner.



If a Commissioned Officer has not made sufficient progress towards a reasonable level of fitness at the end of the first review period under the program, incremental progression shall be deferred by the period between the first review and the time when sufficient progress is made towards a reasonable level of fitness.

The assessment of a Commissioned Officer's level of physical fitness shall have regard to their deployment and age.

(3) Driver Status

Safe Driving Policy - A Commissioned Officer who has their status to drive New South Wales Police vehicles revoked pursuant to the Safe Driving Policy shall undertake a driver development program. Failure to gain driver status at the end of the program shall result in deferral of the Commissioned Officer's incremental progression by the period from the conclusion of the program until they satisfy the requirements of the program or have their status reinstated.

A local decision by a Commander/Manager to prohibit a Commissioned Officer from driving will have no effect on incremental progression.

A Commissioned Officer who has their status to drive New South Wales Police vehicles revoked may appeal the decision to the Commissioner in accordance with the Safe Driving Policy.

Civilian Licence - Loss of civilian licence will result in the deferral of incremental progression by the period of that loss.

(4) Computerised Operational Policing (COPS) System Literacy

Subsequent to initial training on the COPS system, Commissioned Officers are expected to be able to utilise the system to the degree necessary to perform their duties.

Where a Commissioned Officer demonstrates a deficiency in the use of the system necessary to perform their duties they shall be placed on a remedial program.

If at the end of a program a Commissioned Officer has been unable to overcome their deficiency, their incremental progression will be deferred by the period of time taken to reach the required standard.

Commissioned Officers whose deployment is changed shall be provided with further training on the COPS system which is specific to their new area of deployment.

(b) Mandatory Continuing Police Education (MCPE)

Commissioned Officers (other than Commissioned Officers occupying command positions) are obliged to complete the agreed requisite MCPE program for each per training year. Each annual MCPE program shall be developed by the Commissioner in consultation with the Association. MCPE programs shall cover such topic areas as:

Maintenance of current policing knowledge

Corporate Key Result and Key Practice Areas

Maintenance of expert status for specialists

Commissioned Officers occupying Command positions will be personally responsible for maintaining their own MCPE currency. They may elect to do so either by private study or through completion of the MCPE program.

For the purpose of this paragraph a Command position is one which ascribes the occupant the title of "Commander" or "Manager", (other than positions of a non-command nature such as Crime Manager, Professional Standards Manager, Operations Manager, Human Resources Manager and the like).

Commissioned Officers, other than those Commissioned Officers occupying Command positions, who fail to complete the MCPE program within the training year will have their incremental progression deferred by the period between the end of the training year and until completion of the program is achieved. Commissioned Officers who are unable to complete the program due to New South Wales Police requirements shall not have their incremental progression deferred as a consequence of not meeting their MCPE obligations.

(c) Performance Management Scheme

- (1) An appropriate performance management scheme shall be applied to Commissioned Officers. Commissioned Officers are required to perform their duties in accordance with the provisions of the scheme. Commissioned Officers who fail to perform at the agreed level will be placed on a poor performer's scheme.

If, at the conclusion of the poor performer's scheme a Commissioned Officer has not satisfied the requirements of the scheme, their incremental progression shall be deferred by the period taken to satisfy the scheme.

- (2) From the first pay period commencing on or after 1 July 2006 progression beyond Inspector 4th Year, Inspector 6th Year and Superintendent 5th year shall be subject to Commissioned Officers demonstrating above satisfactory work performance. In this regard Commissioned Officers shall be required to satisfy an agreed rigorous performance assessment regime including quarterly and annual reviews of performance. Commissioned Officers shall also demonstrate an ongoing commitment to their professional development including the provision of evidence of the successful completion of relevant courses. This includes a commitment to undertake or preparedness to undertake courses that raise skill level.

For the purpose of this sub paragraph an agreed rigorous performance assessment means the Commissioned Officer and their Commander/Manager participate in feedback discussions on the demonstrated performance, knowledge, skills and abilities of the Commissioned Officer's performance in their role. Where the requisite performance is not demonstrated then discussions should identify the areas needing attention with agreed courses of action and timeframes for review.

(iv) Effect on Incremental Progression Where Multiple Competencies Not Satisfied

Should any Commissioned Officer fail to satisfy more than one competency required for incremental progression then the period of loss of incremental progression shall be concurrent not cumulative. That is, the competency taking the longest period to satisfy, of any competencies shall be the period of deferral of incremental progression.

(v) Increments Falling Due During a Period of Initial Remedial Training

In the event of a Commissioned Officer's increment falling due during a period of initial remedial training or participation in a poor performers scheme, it will not be deferred. However, if such training is not satisfied, progression to the next increment will be deferred by the period of time taken after such training or participation until such time as the Commissioned Officer has reached the required competency standard.

(vi) Effect of Any Deferral of Incremental Progression

- (a) The period of deferral of an increment shall be determined by the period of time taken to achieve the appropriate competency and/or performance standards in accordance with the provisions of this clause.
- (b) Where an increment is deferred all future incremental dates are to be varied by the period of deferment.

(vii) Commissioned Officers Medically Excused from Demonstrating Certain Competencies

A Commissioned Officer, who as a consequence of being placed on alternative duties, is medically excused from any activity aimed at demonstrating their competence, shall not have normal incremental progression deferred as a result of that non-participation. Should a Commissioned Officer return to full duty, within 6 months of their return, they shall be required to demonstrate or achieve the required level of skill in the excused competency.

Such Commissioned Officer shall be given appropriate training in order that they are able to reasonably comply with such procedures.

Any failure to comply will require the Commissioned Officer to undergo appropriate remedial training. Should the Commissioned Officer then remain unable to meet the requirements of the particular competency incremental progression shall be deferred in accordance with the provisions of this clause. Provided that the increment subject to deferral in accordance with this subclause shall be the first increment occurring after the 6 month period.

(viii) Part-time Commissioned Officers

Commissioned Officers working under a part-time arrangement shall be subject to the provisions of this clause as if they were a full-time officer. Part-time Commissioned Officers may have their rosters amended to facilitate their compliance with the requirements of this clause. Attendance at any necessary training/assessment may also be facilitated at locations other than the Commissioned Officer's normal place of attachment.

(ix) Effect of Long Term Absences

Commissioned Officers on secondment, full time leave without pay, special leave without pay, extended sick leave, Workers Compensation/Hurt on Duty absences or returning from suspension shall be regarded as having satisfied the requirements of any entitlement to incremental progression provided that within 6 months of their return to duty they comply with the requirements of this clause.

Such Commissioned Officers shall be given appropriate training in order that they are able to reasonably comply with such procedures.

Any failure to comply will require the Commissioned Officer to undergo appropriate remedial training. Should the Commissioned Officer then remain unable to meet the requirements of any particular competency, incremental progression shall be deferred in accordance with the provisions of this clause. Provided that the increment subject to deferral in accordance with this subclause shall be the first increment occurring after the 6 month period.

(x) Performance Management for Seconded Officers

Commissioned Officers on secondment from the New South Wales Police whether by way of Special Leave Without Pay or otherwise, must comply with the requirements, if any, of the seconding organisation's performance management scheme. They must bring with them on return to New South Wales Police a certificate from the seconding organisation as to their satisfactory compliance to be considered to have maintained the requirements of the Performance Management Scheme. If no such scheme is in place, Commissioned Officers will be required to produce a certificate to that effect from the seconding organisation.

(xi) Effect on Transfers

Commissioned Officers who are prevented from undertaking a competency or attending the required number of MCPE lectures as a consequence of a transfer shall have such matters taken into account in competency assessment. Commissioned Officers who have an outstanding obligation on transfer should immediately notify their Commander/Manager on taking up duty at the new location.

(xii) Review Process

From the first pay period commencing on or after 1 July 2006 a Commissioned Officer whose incremental progression is deferred as a consequence of not satisfying the criteria for progression may request review of such a decision. Any review shall be internal only. The grounds and process for conducting such a review shall be as agreed between the parties.

### **67. Relieving Duty**

(i) General

The following provisions shall apply to Commissioned Officers who are required to perform relieving duty in positions normally occupied by officers of a higher rank.

(ii) Exceptions

- (a) This clause does not apply to relieving duty performed in New South Wales Police Senior Executive Service positions. In such cases the provisions shall be those approved from time to time by the Commissioner.
- (b) No allowance shall be payable under this clause for relieving duty performed by a Commissioned Officer in a position normally occupied by a Commissioned Officer of the same rank or grade.

(iii) Amount Payable

- (a) Any Commissioned Officer who, during a period of relieving duty in another position, satisfactorily performs the whole of the duties and assumes the whole of the responsibilities of that position, shall be paid an allowance equal to the difference between the Commissioned Officer's own salary and the salary (Level 1) normally payable to the rank of the position in which relief was performed. Provided further that from the first full pay period commencing on or after 1 July 2006 any Commissioned Officer, during a period of relieving duty in another position, satisfactorily performs the whole of the duties and assumes the whole of the responsibilities of that position, shall be paid an allowance equal to the difference between the Commissioned Officer's own salary and the salary (1st Year) normally payable to the rank of the position in which relief was performed.
- (b) Where a Commissioned Officer does not assume the whole of the duties and responsibilities of the position the amount of any allowance paid shall be determined as a percentage of the full allowance prescribed in paragraph (a) above. The percentage of the allowance payable shall be that determined by the approving officer and shall be "rounded up" to the nearest 10%.

(iv) Limitations on Eligibility

- (a) No allowance is payable where less than 5 consecutive working days relieving duty is performed.
- (b) Where absences of 5 days or less occur during a period of relieving duty, the allowance is to be paid for those periods of absence. However, if the period of relieving duty is only 5 days, during which there is a period of absence then the allowance is not payable.
- (c) Except as provided in subclause (v) below no allowance shall be paid in respect of any period of leave exceeding five complete and consecutive days taken by a Commissioned Officer during any period relieving duty in another position.

(v) Extended Periods of Relief

A Commissioned Officer who has performed relieving duty for one year or more in the same position and who, due to extraordinary circumstances, continues to perform such duty shall be eligible for payment of the allowance for any annual, extended sick, FACS, or special leave which is approved and taken during the further period of relief.

### 68. Travelling Time

In recognition of the all incidences nature of the total salary paid to Commissioned Officers with effect from the beginning of the first full pay period to commence on or after 10 March 1995 the provisions of Clause 11 of the Commissioned Police Officers Agreement, No 2395 of 1983 shall no longer apply.

## DIVISION 6 - DISPUTES/GRIEVANCE SETTLEMENT PROCEDURE

### 69. Disputes/Grievance Settlement Procedure

(i) The object of these procedures is to avoid disputes/grievances in the first instance and to facilitate the resolution of grievances of individuals and disputes between New South Wales Police and its employees which do occur by conciliation without delay. They are designed to resolve grievances and disputes at the level as close as possible to the source. The procedures have been developed to promote full and open consultation at each step of the process in an effort to promote and preserve harmonious industrial relations. The parties agree that through each stage the relevant facts are to be clearly identified and documented and that the procedures are followed promptly.

(ii) Safety Issues - Procedures

In cases where a safety issue is involved, the Association shall immediately notify the Region Human Resources Manager who shall advise the Industrial Relations Branch.

(iii) If the matter is not resolved the Region Human Resources Manager shall refer the question immediately to the Industrial Relations Branch and endeavour to conciliate the matter without delay.

(iv) Subject to this procedure being followed, the Association reserves the right to refer the matter to the appropriate industrial tribunal.

(v) Procedures in Other Matters

Where a grievance/dispute arises in a particular work location, the employee(s) will notify (in writing or otherwise) the immediate supervisor or other appropriate person as to the substance of the grievance/dispute, request a bilateral meeting to discuss it and state the remedy sought. A meeting should be held, with or without the involvement of Association officials, within 48 hours (exclusive of weekends) of the notification.

(vi) Failing resolution of the grievance/dispute further discussions shall be held between the Branch or other Association official and the appropriate Local Area or other Commander/Manager who shall inform the office of the Region Human Resource Manager (or equivalent) of the dispute. This should take place within 48 hours (exclusive of weekends) of the completion of (v) above.

(vii) If the grievance/dispute is not resolved at that level, Association representatives shall refer the matter to the Industrial Division of the Association. The Region Human Resources Manager (or equivalent) shall refer the matter to the Industrial Relations Branch. The matter shall then be discussed between officers of the Association and the Industrial Relations Branch. These actions will take place as soon as it is apparent that the earlier discussions will not resolve the dispute/grievance.

(viii) If a grievance has not been resolved at the conclusion of this stage of discussions, the employer must provide a written response to the grievance, including reasons for not implementing the proposed remedy.

- (ix) If a dispute remains unresolved the Industrial Relations Branch will assume responsibility for liaising with the member(s) of the Senior Executive Service of New South Wales Police and advise of the final position of the Commissioner of Police as to the issue in dispute.
- (x) Neither party will initiate proceedings under Chapter 3 of the *Industrial Relations Act 1996* until procedures under these clauses have failed to resolve the issue and each constituent of the other party has been given three clear days notice (exclusive of weekends) of that intent. Observance of this period of notice shall not prejudice the position of any party to the dispute.
- (xi) General

Whilst the dispute resolution procedures are continuing normal work and the conditions under which work is performed, prior to notification of the dispute or grievance, shall continue unless otherwise agreed between the parties. Provided further that in the case of a dispute or grievance involving occupational health and safety, normal work and the conditions under which work is performed shall continue in a manner which avoids any risk to the health and safety of any officer, any other employee of New South Wales Police or any member of the public

## DIVISION 7 - LEAVE RESERVED

### 70. Leave Reserved

Leave is reserved for the Association to apply, but not before 1 July 2006, to vary the formula for calculation of shift allowances as provided for in subclause (ii) of clause 43, Shift Allowance.

## DIVISION 8 - AREA, INCIDENCE AND DURATION

### 71. Area, Incidence and Duration

- (i) This Award applies to all officers defined herein.
- (ii) It shall take effect on 1 July 2005 with the exception of the rates of pay and allowances prescribed under Part B, Monetary Rates, which shall take effect from the dates specified in that Part, and shall remain in force until 30 June 2008.
- (iii) This Award rescinds and replaces the Crown Employees (Police Officers - 2003) Award published 25 July 2003 (340 IG 582).as varied (See Schedule).
- (iv) Except where inconsistent with this Award the provisions of any other existing Agreement or Determination will continue to apply.

## PART B

### MONETARY RATES

**Table 1 - Non-Commissioned Officers' (Other than Detectives ) Salaries**

From the beginning of the first full pay period to commence on or after 1 July 2005 - 4%.

Rank/Incremental Level	Base Salary Per Annum \$	Loaded Salary (+ 11.5%) Per Annum \$
Probationary Constable (Level 1)	42,493	47,380
Constable Level 2	44,096	49,167
Constable Level 3	45,698	50,953
Constable Level 4	47,301	52,741
Constable Level 5	48,105	53,637
Senior Constable Level 1	52,918	59,004

Senior Constable Level 2 Step 1	53,717	59,894
Senior Constable Level 2 Step 2	53,717	59,894
Senior Constable Level 3 Step 1	56,123	62,577
Senior Constable Level 3 Step 2	56,123	62,577
Senior Constable Level 3 Step 3	56,123	62,577
Senior Constable Level 4 Step 1	59,331	66,154
Senior Constable Level 4 Step 2	59,331	66,154
Senior Constable Level 5 Step 1	60,932	67,939
Senior Constable Level 5 Step 2	60,932	67,939
Senior Constable Level 6	61,734	68,833
Sergeant Level 1 Step 1	62,537	69,729
Sergeant Level 1 Step 2	62,537	69,729
Sergeant Level 2 Step 1	65,744	73,305
Sergeant Level 2 Step 2	65,744	73,305
Sergeant Level 2 Step 3	65,744	73,305
Sergeant Level 2 Step 4	65,744	73,305
Sergeant Level 3	68,149	75,986
Senior Sergeant Level 1 Step 1	71,356	79,562
Senior Sergeant Level 1 Step 2	71,356	79,562
Senior Sergeant Level 2	72,159	80,457
Senior Sergeant Level 3	73,758	82,240
Leading Senior Constable Level 1 Step 1	63,699	71,024
Leading Senior Constable Level 1 Step 1	63,699	71,024
Leading Senior Constable Level 2	65,358	72,874

From the beginning of the first full pay period to commence on or after 1 July 2006 - 2%

Rank/Incremental Level	Base Salary Per Annum \$	Loaded Salary (+ 11.5%) Per Annum \$
Probationary Constable (Level 1)	43,343	48,327
Constable Level 2	44,978	50,150
Constable Level 3	46,612	51,972
Constable Level 4	48,247	53,795
Constable Level 5	49,067	54,710
Senior Constable Level 1	53,976	60,183
Senior Constable Level 2 Step 1	54,791	61,092
Senior Constable Level 2 Step 2	54,791	61,092
Senior Constable Level 3 Step 1	57,245	63,828
Senior Constable Level 3 Step 2	57,245	63,828
Senior Constable Level 3 Step 3	57,245	63,828
Senior Constable Level 4 Step 1	60,518	67,478
Senior Constable Level 4 Step 2	60,518	67,478
Senior Constable Level 5 Step 1	62,151	69,298
Senior Constable Level 5 Step 2	62,151	69,298
Senior Constable Level 6	62,969	70,210
Leading Senior Constable Level 1 Step 1	64,973	72,445
Leading Senior Constable Level 1 Step 1	64,973	72,445
Leading Senior Constable Level 2	66,665	74,331
Sergeant 1st Year	63,788	71,124
Sergeant 2nd Year	63,788	71,124
Sergeant 3rd Year	67,059	74,771
Sergeant 4th Year	67,059	74,771
Sergeant 5th Year	69,512	77,506
Sergeant 6th Year	69,512	77,506
Sergeant 7th Year	72,783	81,153

Sergeant 8th Year	72,783	81,153
Sergeant 9th Year	73,602	82,066
Senior Sergeant 1st Year	72,783	81,153
Senior Sergeant 2nd Year	72,783	81,153
Senior Sergeant 3rd Year	73,602	82,066
Senior Sergeant 4th Year	75,233	83,885
Senior Sergeant 5th Year	77,626	86,553

From the beginning of the first full pay period to commence on or after 1 January 2007 - 2%

Rank/Incremental Level	Base Salary Per Annum \$	Loaded Salary (+11.5%) Per Annum \$
Probationary Constable (Level 1)	44,210	49,294
Constable Level 2	45,878	51,154
Constable Level 3	47,544	53,012
Constable Level 4	49,212	54,871
Constable Level 5	50,048	55,804
Senior Constable Level 1	55,056	61,387
Senior Constable Level 2 Step 1	55,887	62,314
Senior Constable Level 2 Step 2	55,887	62,314
Senior Constable Level 3 Step 1	58,390	65,105
Senior Constable Level 3 Step 2	58,390	65,105
Senior Constable Level 3 Step 3	58,390	65,105
Senior Constable Level 4 Step 1	61,728	68,827
Senior Constable Level 4 Step 2	61,728	68,827
Senior Constable Level 5 Step 1	63,394	70,684
Senior Constable Level 5 Step 2	63,394	70,684
Senior Constable Level 6	64,228	71,614
Leading Senior Constable Level 1 Step 1	66,272	73,893
Leading Senior Constable Level 1 Step 1	66,272	73,893
Leading Senior Constable Level 2	67,998	75,818
Sergeant 1st Year	65,064	72,546
Sergeant 2nd Year	65,064	72,546
Sergeant 3rd Year	68,400	76,266
Sergeant 4th Year	68,400	76,266
Sergeant 5th Year	70,902	79,056
Sergeant 6th Year	70,902	79,056
Sergeant 7th Year	74,239	82,776
Sergeant 8th Year	74,239	82,776
Sergeant 9th Year	75,074	83,708
Senior Sergeant 1st Year	74,239	82,776
Senior Sergeant 2nd Year	74,239	82,776
Senior Sergeant 3rd Year	75,074	83,708
Senior Sergeant 4th Year	76,738	85,563
Senior Sergeant 5th Year	79,179	88,285

From the beginning of the first full pay period to commence on or after 1 July 2007 - 2%

Rank/Incremental Level	Base Salary Per Annum \$	Loaded Salary (+11.5%) Per Annum \$
Probationary Constable (Level 1)	45,094	50,280
Constable Level 2	46,796	52,178
Constable Level 3	48,495	54,072
Constable Level 4	50,196	55,969



Constable Level 5	51,049	56,920
Senior Constable Level 1	56,157	62,615
Senior Constable Level 2 Step 1	57,005	63,561
Senior Constable Level 2 Step 2	57,005	63,561
Senior Constable Level 3 Step 1	59,558	66,407
Senior Constable Level 3 Step 2	59,558	66,407
Senior Constable Level 3 Step 3	59,558	66,407
Senior Constable Level 4 Step 1	62,963	70,204
Senior Constable Level 4 Step 2	62,963	70,204
Senior Constable Level 5 Step 1	64,662	72,098
Senior Constable Level 5 Step 2	64,662	72,098
Senior Constable Level 6	65,513	73,047
Leading Senior Constable Level 1 Step 1	67,597	75,371
Leading Senior Constable Level 1 Step 1	67,597	75,371
Leading Senior Constable Level 2	69,358	77,334
Sergeant 1st Year	66,365	73,997
Sergeant 2nd year	66,365	73,997
Sergeant 3rd Year	69,768	77,791
Sergeant 4th Year	69,768	77,791
Sergeant 5th Year	72,320	80,637
Sergeant 6th Year	72,320	80,637
Sergeant 7th Year	75,724	84,432
Sergeant 8th Year	75,724	84,432
Sergeant 9th Year	76,575	85,381
Senior Sergeant 1st Year	75,724	84,432
Senior Sergeant 2nd Year	75,724	84,432
Senior Sergeant 3rd Year	76,575	85,381
Senior Sergeant 4th Year	78,273	87,274
Senior Sergeant 5th Year	80,763	90,051

From the beginning of the first full pay period to commence on or after 1 January 2008 - 2%

Rank/Incremental Level	Base Salary Per Annum \$	Loaded Salary (+11.5%) Per Annum \$
Probationary Constable (Level 1)	45,996	51,286
Constable Level 2	47,732	53,221
Constable Level 3	49,465	55,153
Constable Level 4	51,200	57,088
Constable Level 5	52,070	58,058
Senior Constable Level 1	57,280	63,867
Senior Constable Level 2 Step 1	58,145	64,832
Senior Constable Level 2 Step 2	58,145	64,832
Senior Constable Level 3 Step 1	60,749	67,735
Senior Constable Level 3 Step 2	60,749	67,735
Senior Constable Level 3 Step 3	60,749	67,735
Senior Constable Level 4 Step 1	64,222	71,608
Senior Constable Level 4 Step 2	64,222	71,608
Senior Constable Level 5 Step 1	65,955	73,540
Senior Constable Level 5 Step 2	65,955	73,540
Senior Constable Level 6	66,823	74,508
Leading Senior Constable Level 1 Step 1	68,949	76,878
Leading Senior Constable Level 1 Step 1	68,949	76,878
Leading Senior Constable Level 2	70,745	78,881
Sergeant 1st Year	67,692	75,477
Sergeant 2nd Year	67,692	75,477

Sergeant 3rd Year	71,163	79,347
Sergeant 4th Year	71,163	79,347
Sergeant 5th Year	73,766	82,249
Sergeant 6th Year	73,766	82,249
Sergeant 7th Year	77,238	86,120
Sergeant 8th Year	77,238	86,120
Sergeant 9th Year	78,107	87,089
Senior Sergeant 1st Year	77,238	86,120
Senior Sergeant 2nd Year	77,238	86,120
Senior Sergeant 3rd Year	78,107	87,089
Senior Sergeant 4th Year	79,838	89,019
Senior Sergeant 5th Year	82,378	91,851

**Table 2 - Detectives Salaries**

From the beginning of the first full pay period to commence on or after 1 July 2006 - 2%

Rank/Incremental Level	Base Salary	Base Salary for Overtime Purposes (+ Allowance Equivalent to Grade 3 Special Duties Allowance)	Loaded Salary (+ 11.5%, Allowance Equivalent to Grade 3 Special Duties Allowance and Detectives' Special Allowance)
	Per Annum \$	Per Annum \$	Per Annum \$
Detective 1st Year	48,247	51,178	58,007
Detective 2nd Year	49,067	51,998	58,922
Detective 3rd Year	53,976	56,907	64,395
Detective 4th Year	54,791	57,722	65,304
Detective 5th Year	57,245	60,176	68,040
Detective 6th Year	60,518	63,449	71,690
Detective 7th Year	62,151	65,082	73,510
Detective 8th Year	62,969	65,900	74,422
Detective 9th Year	64,973	67,904	76,657
Detective 10th Year	66,665	69,596	78,543
Detective Sergeant 1st Year	63,788	66,719	75,336
Detective Sergeant 2nd Year	63,788	66,719	75,336
Detective Sergeant 3rd Year	67,059	69,990	78,983
Detective Sergeant 4th Year	69,512	72,443	81,718
Detective Sergeant 5th Year	72,783	75,714	85,365
Detective Sergeant 6th Year	73,602	76,533	86,278
Detective Senior Sergeant 1st Year	72,783	75,714	85,365
Detective Senior Sergeant 2nd Year	73,602	76,533	86,278
Detective Senior Sergeant 3rd Year	75,233	78,164	88,097
Detective Senior Sergeant 4th Year	77,626	80,557	90,765

From the beginning of the first full pay period to commence on or after 1 January 2007 - 2%

Rank/Incremental Level	Base Salary  Per Annum \$	Base Salary for Overtime Purposes (+ Allowance Equivalent to Grade 3 Special Duties Allowance)  Per Annum \$	Loaded Salary (+ 11.5%, Allowance Equivalent to Grade 3 Special Duties Allowance and Detectives' Special Allowance)  Per Annum \$
Detective 1st Year	49,212	52,202	59,168
Detective 2nd Year	50,048	53,038	60,101
Detective 3rd Year	55,056	58,046	65,684
Detective 4th Year	55,887	58,877	66,611
Detective 5th Year	58,390	61,380	69,402
Detective 6th Year	61,728	64,718	73,124
Detective 7th Year	63,394	66,384	74,981
Detective 8th Year	64,228	67,218	75,911
Detective 9th Year	66,272	69,262	78,190
Detective 10th Year	67,998	70,988	80,115
Detective Sergeant 1st Year	65,064	68,054	76,843
Detective Sergeant 2nd Year	65,064	68,054	76,843
Detective Sergeant 3rd Year	68,400	71,390	80,563
Detective Sergeant 4th Year	70,902	73,892	83,353
Detective Sergeant 5th Year	74,239	77,229	87,073
Detective Sergeant 6th Year	75,074	78,064	88,005
Detective Senior Sergeant 1st Year	74,239	77,229	87,073
Detective Senior Sergeant 2nd Year	75,074	78,064	88,005
Detective Senior Sergeant 3rd Year	76,738	79,728	89,860
Detective Senior Sergeant 4th Year	79,179	82,169	92,582

From the beginning of the first full pay period to commence on or after 1 July 2007 - 2%

Rank/Incremental Level	Base Salary  Per Annum \$	Base Salary for Overtime Purposes (+ Allowance Equivalent to Grade 3 Special Duties Allowance)  Per Annum \$	Loaded Salary (+ 11.5%, Allowance Equivalent to Grade 3 Special Duties Allowance and Detectives' Special Allowance)  Per Annum \$
Detective 1st Year	50,196	53,246	60,352
Detective 2nd Year	51,049	54,099	61,303
Detective 3rd Year	56,157	59,207	66,998
Detective 4th Year	57,005	60,055	67,944
Detective 5th Year	59,558	62,608	70,790
Detective 6th Year	62,963	66,013	74,587
Detective 7th Year	64,662	67,712	76,481
Detective 8th Year	65,513	68,563	77,430
Detective 9th Year	67,597	70,647	79,754
Detective 10th Year	69,358	72,408	81,717

Detective Sergeant 1st Year	66,365	69,415	78,380
Detective Sergeant 2nd Year	66,365	69,415	78,380
Detective Sergeant 3rd Year	69,768	72,818	82,174
Detective Sergeant 4th Year	72,320	75,370	85,020
Detective Sergeant 5th Year	75,724	78,774	88,815
Detective Sergeant 6th Year	76,575	79,625	89,764
Detective Senior Sergeant 1st Year	75,724	78,774	88,815
Detective Senior Sergeant 2nd Year	76,575	79,625	89,764
Detective Senior Sergeant 3rd Year	78,273	81,323	91,657
Detective Senior Sergeant 4th Year	80,763	83,813	94,434

From the beginning of the first full pay period to commence on or after 1 January 2008 - 2%

Rank/Incremental Level	Base Salary	Base Salary for Overtime Purposes (+ Allowance Equivalent to Grade 3 Special Duties Allowance)	Loaded Salary (+ 11.5%, Allowance Equivalent to Grade 3 Special Duties Allowance and Detectives' Special Allowance)
	Per Annum \$	Per Annum \$	Per Annum \$
Detective 1st Year	51,200	54,311	61,559
Detective 2nd Year	52,070	55,181	62,529
Detective 3rd Year	57,280	60,391	68,338
Detective 4th Year	58,145	61,256	69,303
Detective 5th Year	60,749	63,860	72,206
Detective 6th Year	64,222	67,333	76,079
Detective 7th Year	65,955	69,066	78,011
Detective 8th Year	66,823	69,934	78,979
Detective 9th Year	68,949	72,060	81,349
Detective 10th Year	70,745	73,856	83,352
Detective Sergeant 1st Year	67,692	70,803	79,948
Detective Sergeant 2nd Year	67,692	70,803	79,948
Detective Sergeant 3rd Year	71,163	74,274	83,818
Detective Sergeant 4th Year	73,766	76,877	86,720
Detective Sergeant 5th Year	77,238	80,349	90,591
Detective Sergeant 6th Year	78,107	81,218	91,560
Detective Senior Sergeant 1st Year	77,238	80,349	90,591
Detective Senior Sergeant 2nd Year	78,107	81,218	91,560
Detective Senior Sergeant 3rd Year	79,838	82,949	93,490
Detective Senior Sergeant 4th Year	82,378	85,498	96,322

**Table 3 - Commissioned Officers' Salaries**

From the beginning of the first full pay period to commence on or after 1 July 2005 - 4%

Rank/Incremental Level	Per Annum \$
Inspector Level 1	99,927
Inspector Level 2	100,742
Inspector Level 3	101,551
Inspector Level 4	103,177
Chief Inspector Level 1	107,240
Chief Inspector Level 2	108,052
Chief Inspector Level 3	108,863
Superintendent Level 1	125,924
Superintendent Level 2	127,549
Superintendent Level 3	129,173
Chief Superintendent Level 1	133,236
Chief Superintendent Level 2	134,049
Chief Superintendent Level 3	134,862
Superintendent Local Area Commander Level 1 1st Year of Service	134,892
2nd Year of Service and thereafter	138,589
Superintendent Local Area Commander Level 2 1st Year of Service	125,030
2nd Year of Service and thereafter	131,070
Superintendent Local Area Commander Level 3 1st Year of Service	117,755
2nd Year of Service and thereafter	121,455
Chief Inspector LAC Duty Officer Level 1 1st Year of Service	111,238
2nd Year of Service	112,057
3rd Year of Service and thereafter	112,867
Inspector LAC Duty Officer Level 2 1st Year of Service	103,928
2nd Year of Service	104,742
3rd Year of Service	105,552
4th Year of Service and thereafter	107,180
Inspector LAC Duty Officer Level 3 1st Year of Service	89,159
2nd Year of Service	90,669
3rd Year of Service and thereafter	93,693

From the beginning of the first full pay period to commence on or after 1 July 2006 - 2%

Rank/Incremental Level	Per Annum \$
Inspector 1st Year	90,942
Inspector 2nd Year	95,567
Inspector 3rd Year	101,926
Inspector 4th Year	105,241
Inspector 5th Year	106,837
Inspector 6th Year	109,324
Inspector 7th Year	113,463
Inspector 8th Year	115,124
Superintendent 1st Year	123,884
Superintendent 2nd Year	128,442
Superintendent 3rd Year	130,100

Superintendent 4th Year	131,756
Superintendent 5th Year	133,691
Superintendent 6th Year	135,901
Superintendent 7th Year	137,559
Superintendent 8th Year	141,361

From the beginning of the first full pay period to commence on or after 1 January 2007 - 2%

Rank/Incremental Level	Per Annum \$
Inspector 1st Year	92,761
Inspector 2nd Year	97,478
Inspector 3rd Year	103,965
Inspector 4th Year	107,346
Inspector 5th Year	108,974
Inspector 6th Year	111,510
Inspector 7th Year	115,732
Inspector 8th Year	117,426
Superintendent 1st Year	126,362
Superintendent 2nd Year	131,011
Superintendent 3rd Year	132,702
Superintendent 4th Year	134,391
Superintendent 5th Year	136,365
Superintendent 6th Year	138,619
Superintendent 7th Year	140,310
Superintendent 8th Year	144,188

From the beginning of the first full pay period to commence on or after 1 July 2007 - 2%

Rank/Incremental Level	Per Annum \$
Inspector 1st Year	94,616
Inspector 2nd Year	99,428
Inspector 3rd Year	106,044
Inspector 4th Year	109,493
Inspector 5th Year	111,153
Inspector 6th Year	113,740
Inspector 7th Year	118,047
Inspector 8th Year	119,775
Superintendent 1st Year	128,889
Superintendent 2nd Year	133,631
Superintendent 3rd Year	135,356
Superintendent 4th Year	137,079
Superintendent 5th Year	139,092
Superintendent 6th Year	141,391
Superintendent 7th Year	143,116
Superintendent 8th Year	147,072

From the beginning of the first full pay period to commence on or after 1 January 2008 - 2%

Rank/Incremental Level	Per Annum \$
Inspector 1st Year	96,508
Inspector 2nd Year	101,417
Inspector 3rd Year	108,165
Inspector 4th Year	111,683

Inspector 5th Year	113,376
Inspector 6th Year	116,015
Inspector 7th Year	120,408
Inspector 8th Year	122,171
Superintendent 1st Year	131,467
Superintendent 2nd Year	136,304
Superintendent 3rd Year	138,063
Superintendent 4th Year	139,821
Superintendent 5th Year	141,874
Superintendent 6th Year	144,219
Superintendent 7th Year	145,978
Superintendent 8th Year	150,013

**Table 4 - Travelling Allowances**

## Item 1

Capital Cities	\$ Per Day
Sydney	245.55
Adelaide	219.55
Brisbane	214.55
Canberra	191.55
Darwin	210.55
Hobart	192.55
Melbourne	238.55
Perth	205.55
High Cost Country Centres	\$ Per Day
Ballarat (Vic)	183.55
Broome (WA)	204.55
Burnie (Tas)	182.05
Canarvon (WA)	180.55
Christmas Island	188.55
Cocos (Keeling) Islands	178.55
Dampier (WA)	183.55
Devonport (Tas)	180.55
Gold Coast (Qld)	192.55
Horn Island	196.55
Jabiru (NT)	258.55
Karratha (WA)	223.55
Kununurra (WA)	192.55
Newcastle (NSW)	196.55
Newman (WA)	203.55
Northam (WA)	188.55
Pt Headland (WA)	205.55
Pt Lincoln (SA)	187.55
Thursday Island	218.55
Tom Price (WA)	180.55
Weipa (Qld)	203.55
Wollongong (NSW)	188.55
Tier 2 Country Centres	\$ Per Day
Albany (WA)	166.75
Alice Springs (NT)	166.75
Ararat (Vic)	166.75
Bathurst (NSW)	166.75
Bendigo (Vic)	166.75
Bunbury (WA)	166.75

Cairns (Qld)	166.75
Kalgoorlie (WA)	166.75
Katherine (NT)	166.75
Launceston (Tas)	166.75
Halls Creek (WA)	166.75
Maitland (NSW)	166.75
Wagga Wagga (NSW)	166.75
Warrnambool (VIC)	166.75
Other country centres	151.75

## Item 2

	\$
Incidental expenses allowance - when claiming actual expenses - all locations	14.20

## Item 3

Meal allowances - when claiming actual expenses on overnight stays	\$
Capital cities and high cost country centres	
Breakfast	18.40
Dinner	35.40
Lunch	20.55
Tier 2 and other country centres	
Breakfast	16.40
Dinner	32.40
Lunch	18.75

**Table 5 - Remote Areas - Living Allowance**

## Item 1

With Dependents	Per Annum \$
Grade A	1,489.00
Grade B	1,975.00
Grade C	2,637.00

## Item 2

Without Dependents	Per Annum \$
Grade A	1,038.00
Grade B	1,385.00
Grade C	1,847.00

**Table 6 - Detectives' Special Allowance**

	Per Annum \$
From the beginning of the first full pay period to commence on or after 1July 2006	1,281
From the beginning of the first full pay period to commence on or after 1January 2006	1,307
From the beginning of the first full pay period to commence on or after 1July 2007	1,333
From the beginning of the first full pay period to commence on or after 1January 2008	1,360



**Table 7 - Special Duties Allowances (Non-Commissioned Officers)**

From the beginning of the first full pay period to commence on or after 1 July 2005

	Per Annum \$
Grade 1	
Six months following permanent appointment	821
Grade 2	
Six months following permanent appointment	1,228
3 years after permanent appointment	1,432
5 years after permanent appointment	1,635
Grade 3	
Six months following permanent appointment	2,050
3 years after permanent appointment	2,459
5 years after permanent appointment	2,874
Grade 4	
Six months following permanent appointment	3,480
3 years after permanent appointment	4,300
5 years after permanent appointment	5,321

From the beginning of the first full pay period to commence on or after 1 July 2006

	Per Annum \$
Grade 1	
Six months following permanent appointment	837
Grade 2	
Six months following permanent appointment	1,253
3 years after permanent appointment	1,461
5 years after permanent appointment	1,668
Grade 3	
Six months following permanent appointment	2,091
3 years after permanent appointment	2,508
5 years after permanent appointment	2,931
Grade 4	
Six months following permanent appointment	3,550
3 years after permanent appointment	4,386
5 years after permanent appointment	5,427

From the beginning of the first full pay period to commence on or after 1 January 2007

	Per Annum \$
Grade 1	
Six months following permanent appointment	854
Grade 2	
Six months following permanent appointment	1,278
3 years after permanent appointment	1,490
5 years after permanent appointment	1,701
Grade 3	
Six months following permanent appointment	2,133
3 years after permanent appointment	2,558
5 years after permanent appointment	2,990
Grade 4	
Six months following permanent appointment	3,621
3 years after permanent appointment	4,474
5 years after permanent appointment	5,536

From the beginning of the first full pay period to commence on or after 1 July 2007

	Per Annum \$
Grade 1	
Six months following permanent appointment	871
Grade 2	
Six months following permanent appointment	1,304
3 years after permanent appointment	1,520
5 years after permanent appointment	1,735
Grade 3	
Six months following permanent appointment	2,176
3 years after permanent appointment	2,609
5 years after permanent appointment	3,050
Grade 4	
Six months following permanent appointment	3,693
3 years after permanent appointment	4,563
5 years after permanent appointment	5,647

From the beginning of the first full pay period to commence on or after 1 January 2008

	Per Annum \$
Grade 1	
Six months following permanent appointment	888
Grade 2	
Six months following permanent appointment	1,330
3 years after permanent appointment	1,550
5 years after permanent appointment	1,770

Grade 3	
Six months following permanent appointment	2,220
3 years after permanent appointment	2,661
5 years after permanent appointment	3,111
Grade 4	
Six months following permanent appointment	3,767
3 years after permanent appointment	4,654
5 years after permanent appointment	5,760

**Table 8 - Professional/Academic Qualification Allowance (Constable or Senior Constable)**

Commencing from the first full pay period to begin on or after 1 January 2003

Professional/Academic Qualification	Per Annum \$
Diploma in Criminology	398
Bachelor or Law Degree and Other relevant approved Degrees or Associate Diplomas or Associate	
Diploma in Justice Administration	792
With effect from 1 January 2002: Vocationally relevant degrees as defined in subclause (iii) of clause 36, Special Duties Allowances.	792

**Table 9 - On-Call Allowances (Non-Commissioned Officers)**

Commencing from the first full pay period to begin on or after 1 July 2005

	\$
Where the period advised to be on call is between 2 ordinary shifts or less than 24 hours, for each such period the rate is:	13.56
Where the period advised to be on call is 24 hours, for each such period the rate is:	20.32
Vehicle Care	6.75

Commencing from the first full pay period to begin on or after 1 July 2006

	\$
Where the period advised to be on call is between 2 ordinary shifts or less than 24 hours, for each such period the rate is:	13.83
Where the period advised to be on call is 24 hours, for each such period the rate is:	20.73
Vehicle Care	6.89

Commencing from the first full pay period to begin on or after 1 January 2007

	\$
Where the period advised to be on call is between 2 ordinary shifts or less than 24 hours, for each such period the rate is:	14.11
Where the period advised to be on call is 24 hours, for each such period the rate is:	21.14
Vehicle Care	7.03

Commencing from the first full pay period to begin on or after 1 July 2007

	\$
Where the period advised to be on call is between 2 ordinary shifts or less than 24 hours, for each such period the rate is:	14.39
Where the period advised to be on call is 24 hours, for each such period the rate is:	21.56
Vehicle Care	7.17

Commencing from the first full pay period to begin on or after 1 January 2008

	\$
Where the period advised to be on call is between 2 ordinary shifts or less than 24 hours, for each such period the rate is:	14.68
Where the period advised to be on call is 24 hours, for each such period the rate is:	21.99
Vehicle Care	7.31

- (v) Where a period on call exceeds 24 hours or multiples thereof, the appropriate allowance shall be paid for each period of 24 hours together with the appropriate allowance for a period less than 24 hours.
- (vii) Vehicle Care - When a Non-Commissioned Officer has been placed on call, as defined in clause 38 of this Award and in addition to being on call is required to take charge of a vehicle which is the property of New South Wales Police together with all Police equipment therein and/or thereon and provide garage, or other reasonable parking facilities therefore having regard to its size, such officer shall be paid for each 24 hours or part thereof at the rate specified in Table 8 Vehicle Care.

**Table 10 - Meal Allowances (Non-Commissioned Officers)**

Where Non-Commissioned Officers incur expense in purchasing a meal:

- (i) when they have worked more than one half hour beyond the completion of a rostered shift or

- (ii) where they have performed duty at a place where no reasonable meal facilities were available for partaking of a meal or
- (iii) where they are performing escort duty and cannot carry a meal.

	\$
Breakfast	20.55
Lunch	20.55
Dinner	20.55
Supper	8.10

**Table 11 - Stocking Allowance (Non-Commissioned Officers)**

	Per Annum \$
Stocking Allowance	116.00

**Table 12 - Plain Clothes Allowances (Non-Commissioned Officers)**

Non-Commissioned Officers required to perform duty in plain clothes shall be paid the following allowances in accordance with the provisions of clause 53 - Provision of Uniform lieu of the provision of uniform. (Note: Officers classified as Detectives shall not be entitled to a plain-clothes allowance from the first full pay period to commence on or after 1 July 2006).

	Per Annum \$
Non-Commissioned Officers required to perform duty in snow - climate areas as specified in paragraph (vi) of clause 53, Provision of Uniform.	1,408.00
Non-Commissioned Officers required to perform duty in cold - climate areas (category 2) as specified in paragraph (v) of clause 53, Provision of Uniform.	1,347.00
Non-Commissioned Officers required to perform duty in cold - climate areas (category 1) as specified in paragraph (vi) of clause 53, Provision of Uniform.	1,317.00
All other Non-Commissioned officers.	1,208.00

**SCHEDULE 1****Crown Employees (Police Officers - 2003) Award - History**

Date Published	Volume	Part	Publication No.	Description
25 July 2003	340	6	C1903	Award
7 November 2003	341	12	C2176	Variation
23 January 2004	343	1	C2121	Variation
2 April 2004	343	11	C2419	Variation
23 April 2004	344	2	C2634	Variation

**SCHEDULE 2****Schedule of Agreements referred to in Clause 71 Area, Incidence and Duration**

- (i) Non Commissioned Police officer Police Department (Public Service Board) Agreement No. 2396 of 1982.

- (ii) Commissioned Police Officers Police Department (Public Service Board) Agreement No. 2395 of 1983.

R. P. BOLAND *J.*

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Printed by the authority of the Industrial Registrar.

(1594)

**SERIAL C3818**

## **ALLIED INDUSTRIAL SERVICES PTY LTD (STATE) CONSENT ENTERPRISE AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Industry Group, New South Wales Branch, an industrial organisation and State Peak Council for Employers.

(No. IRC 2471 of 2005)

Before Mr Deputy President Grayson

2 June 2005

### **AWARD**

#### **1. Arrangement**

Clause No.	Subject Matter
1.	Arrangement
2.	Area and Incidence
3.	Term of Award
4.	Objectives of Award
5.	Intent
6.	Code of Ethics
7.	Self Direction
8.	Continuous Improvement and Innovation
9.	Occupational Health & Safety & Environment
10.	Training and Development
11.	Leadership Responsibility
12.	Equal Employment Opportunity
13.	Anti-Discrimination
14.	Probation
15.	Drug and Alcohol Policy
16.	Alternative Arrangements
17.	Classifications
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	B) Multi-Skilled Serviceperson Level 2 (Msp2)
	C) Multi-Skilled Serviceperson Level 3 (Msp3)
	D) Multi-Skilled Serviceperson Level 4 (Msp4)
	E) Tradesperson Level 5 (Msp5)
	F) Tradesperson Level 6 (Msp6)
	G) Tradesperson Level 7 (Msp7)
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	D) Tool Allowance
	E) Travel Allowance and Travelling Arrangements
	E) Distant Sites (Living Away From Home Allowance) (Where Applicable)
	F) Clothing and Footwear Issue
20.	Provision of Additional Tools
21.	Payment of Wages
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	A) Weekly Employment

- B) Flexible Hire Employment
- C) Casual Employment
- D) Standing Down of Employees
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- 28. Holidays and Weekend Work
  - A) Public Holidays
  - B) Public Holidays not Worked
  - C) Public Holidays Worked
  - D) Holidays - Absence on Working Day before or after
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  - F) Minimum Payment
- 29. Sick Leave
- 30. Income Protection Insurance
- 31. Disciplinary Procedure
  - A) Counselling
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- 34. Redundancy
  - A) Discussion before Terminations
  - B) Transfer to Lower Paid Duties
  - C) Severance Pay
  - D) Employee Leaving During Notice
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  - F) Time Off During Notice Period
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  - H) Transmission of Business
  - I) Employees with less than One Year's Service
  - J) Employees Exempted
- 35. Annual Leave
- 36. Long Service Leave
- 37. Parental Leave
- 38. Bereavement Leave
- 39. Personal Carers Leave
- 40. Superannuation
- 41. No Extra Claims

#### 42. Minimum Wage

### **2. Area and Incidence**

This Award shall be known as the Allied Industrial Services Pty Ltd (State) Consent Enterprise Award .It shall apply to all Industrial Division employees of Allied Industrial Services Pty Ltd (AIS) in NSW who perform labouring, trades and maintenance work (as defined herein) as directed by the company. The Parties have considered the matters required by Section 19 of the Act and have complied with those requirements.

This award rescinds and replaces the Allied Plant Services Pty Ltd (State) Consent Enterprise Award, published 15 August 2003 (340 I.G. 904).

### **3. Term of Award**

This Award shall take effect on 16 May 2005 and shall remain in force until 19 January 2008.

### **4. Objectives of Award**

The Partners to this Award (meaning the union, AIS and its' employees) have jointly developed the Award conditions and are committed to providing a 365 days per year, 24 hours per day service delivery to AIS customers.

### **5. Intent**

This Award is designed to enable the Partners to work together in a cooperative manner, in an environment of honesty and mutual respect to achieve the highest work performance. The Company and its employees will identify, action and implement ideas that provide benefits for the business.

### **6. Code of Ethics**

AIS Company Policies include a minimum standard of behaviour expected of all Company employees. The basis for our survival depends on how people behave and interact with one another. This includes our customers, the public and the community.

### **7. Self Direction**

The Partners support and promote the principle of Self-Direction in the workplace. Self Direction is where employees work together to improve their operations, handle day to day issues, and plan and control their work, managing many of the tasks and activities that supervision or management used to manage. Employees are involved in work quality planning.

### **8. Continuous Improvement and Innovation**

The Partners to this Award are committed to the philosophy of continuous improvement and innovation through effective people and business management. Employees are required to contribute not only through effort but also through good ideas and participation in new initiatives.

### **9. Occupational Health & Safety & Environment**

The need to create and maintain a safe working environment is a priority for the Partners to this Award.

### **10. Training and Development**

Training will be identified and assessed by the Company on a case by case basis and tailored to meet the individual employee and Company needs. Where practical employees will be offered the opportunity to apply for vacancies within the Company prior to external recruitment occurring.



### 11. Leadership Responsibility

All Company employees have leadership responsibilities.

### 12. Equal Employment Opportunity

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

### 13. 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 ground of race, sex, marital status, disability, homosexuality, transgender identity, age and carer's responsibilities.
- (b) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award, which by its terms or operation, has a direct or indirect discriminatory effect.
- (c) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

Nothing in this clause is to be taken to affect:

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

- (1) Employers and employees may also be subject to Commonwealth Anti-Discrimination Legislation.
- (2) 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".

### 14. Probation

The continued employment of all new employees (other than a casual employee) will be subject to the satisfactory completion of a twelve- (12) week on the job probationary period. At the conclusion of the probationary period the Company shall either confirm the employee's continued employment or terminate the employment of the employee, provided that during the probationary period the employment of a probationary employee may be terminated by either party on the giving of notice consistent with the provisions of the *Workplace Relations Act* or payment in lieu thereof.

### **15. Drug and Alcohol Policy**

It is the policy of AIS to provide a workplace, which is free from hazards associated with drugs and alcohol.

The AIS Drug and Alcohol Policy includes a confidential referral service provided by AIS for employees who have difficulty complying with this Policy. Details of this service will be made available from the Company, or via the employee's own Medical Practitioner.

### **16. Alternative Arrangements**

The Partners to this award may, through consultation, mutually agree in writing to enter into alternative employment arrangements to this award, which shall prevail over this agreement.

### **17. Classifications**

Movement between classifications is at the sole discretion of the Company, requires formal notice and is dependent on:

Training being completed successfully

The demonstrated ability to perform the requisite number of task Groups/activities.

The requirements of the business

The duties listed herein are not exhaustive, the employees recognising that they are indicative of the skills and responsibilities relevant to their classification.

a) **Multi-skilled Serviceperson Level 1 (MSP1)**

This is a person, competent, willing and able to perform any 3 of the following duties: -

- 1) Labouring (using shovels, brooms, vacuums and water hoses, electric tools, etc.);
- 2) Operating skid steer loader
- 3) Operating small ride-on sweeper;
- 4) Operating jet blast equipment;
- 5) Operating compressor and air tools;
- 6) Grouting;
- 7) Operating Sludge Guzzler or similar pump equipment;
- 8) Grit Blasting or similar equipment;
- 9) Traffic Control.

b) **Multi-skilled serviceperson Level 2 (MSP2)**

This is a MSP1 person competent, willing and able to perform without direct supervision a minimum of three of the following task groups/activities

1. Basic High pressure water blasting operation;
2. Road Sweeper and truck/Hiab driving/operation;

3. Equipment operation including but not limited to Cranes, crane chasing, excavators, forklifts, EWPsladders etc.
4. 4Basic Industrial Vacuum Loader operation;
5. Confined Space Standby and gas watching;
6. Ultrasonic operation;
7. ATW Service providers;
8. Assist with and develop procedures and JSAs;
9. First Aid Certificate.

Employees in this classification are required to provide on the job training for other AIS employees and complete daily equipment checks

c) Multi-skilled serviceperson Level 3 (MSP3)

This is a MSP2 person competent, willing and able to perform a minimum of two of the following task groups/activities:

1. Crew leader-
2. Crew leader-High pressure water blasting driving/operation;
3. Crew leader-Industrial Vacuum Loader driving/operation;
4. Specialised demolition equipment operation eg. (Slageater/Brokk/KT 21, Track rig operation);
5. Perform daily checks, basic fault finding and repairs;
6. Demonstrate strong leadership skills/qualities including IR/HR, customer service/sales and supervision skills.

d) Multi-skilled serviceperson Level 4 (MSP4)

This is an MSP3 Employee, competent, willing able and requested to perform all of the following task groups/activities:

1. Estimating and quoting;
2. Preparation and processing of project documentation;
3. Relief Team Leader role.

e) Tradesperson Level 5 (MSP5)

This is a Tradesperson in possession of a trade certificate engaged in maintenance and service of plant and equipment and who, in the performance of work:

1. Utilises mechanical, welding, hydraulic, pneumatic and electrical knowledge and associated skills;
2. Utilises First aid certificate skills.

## f) Tradesperson Level 6 (MSP6)

This is a Tradesperson Level 5 in possession of post Trade Certificates, qualifications or experience assessed as willing and able to:

1. Utilise mechanical, welding, hydraulic, pneumatic and electrical knowledge and associated skills;
2. Utilise diagnostic skills;
3. Assists with and develop procedures and JSAs;
4. Utilise First Aid Certificate skills;
5. Provide on the job training for other AIS employees ;
6. Demonstrate strong leadership skills/qualities including IR/HR, customer service/sales and supervision skills;
7. Participate in an "on call "roster system devised by AIS and as follows:

AIS will provide 4 hours work on a public holiday if requested by the relevant Tradesperson "on call".

AIS will at times provide a vehicle in order that the person may perform specific Company duties. The vehicle may be housed overnight at their residence provided it is secured and is not required by the Company.

## g) Tradesperson Level 7 (MSP7)

This is a MSP6 employee who, from time to time and at the sole discretion of AIS, has been appointed to the position as described in relevant AIS Position Specification Duties and skills include:

1. Strong leadership;
2. IR/HR;
3. Customer service/sales;
4. Planning and supervision;
5. Relieving duties.

AIS will at times provide a vehicle in order that the person may perform specific Company duties. The vehicle may be housed overnight at their residence provided it is secured and is not required by the Company.

An employee classified as an Area Coordinator will be paid an all-purpose allowance of \$60.00 per week (refer C1 18). Any payment in excess of \$60.00 is at the sole discretion of the company.

### 18. Wages

The rates of pay listed herein include allowances for enterprise flexibility and anticipated CPI increases over the period of the agreement:

	20-Jan-05		20-Jan-06		20-Jan-07	
	per week \$	per hour \$	per week \$	per hour \$	per week \$	per hour \$
Multi-skilled Serviceperson						
MSP1	685.18	18.03	716.01	18.84	748.23	19.69
MSP2	792.33	20.85	827.98	21.79	865.25	22.77
MSP3	830.37	21.85	867.73	22.83	906.78	23.86
MSP4	955.92	25.16	998.94	26.29	1043.89	27.47
Tradesperson						
MSP5	777.10	20.45	812.07	21.37	848.62	22.33
MSP6	889.13	23.40	929.14	24.45	970.95	25.55
MSP7	955.92	25.16	998.94	26.29	1,043.89	27.47

### 19. Allowances

The following allowances are included in the wage rates as defined in Clause 18 and are payable for all purposes of the Award unless otherwise noted:

a) Leading Hand Allowance

Is paid in the expectation that, and conditional upon, all employees performing their duties as expected of a Leading Hand.

b) Industry Allowance (\$37.36)

Is paid as compensation for the particular disabilities and lack of usual amenities experienced in on-site work.

This allowance is paid in lieu of any other special rates provided that it shall not be paid on annual leave and long service leave.

c) Higher Duties Allowance

An employee working in a temporary capacity will be paid a higher duties allowance representing the difference between the relevant classifications as noted in WAGES Clause 18. Any such request will be formally made and will therefore need to be in writing for the employee to be paid the allowance for any work they perform at the higher classification.

d) Tool Allowance (\$12.12)

Is paid for a Tradesman (MSP 5,6,7) to supply and maintain tools ordinarily required in the performance of his/her work.

The following allowances are not included in the wage rates as defined in Clause 18 and are not payable for all purposes of the Award:

e) Travel allowance and Travelling Arrangements

- i. Upon commencement of employment AIS will nominate an employee's depot for the purposes of reporting for duty. This may be varied provided a minimum of five days notice is given by AIS.
- ii. An employee directed to report for duty at a work site within Bluescope Steel at Port Kembla, shall be paid a BHP vehicle allowance of \$5 per day if they have been asked by their supervisor to drive their own vehicle to such worksite and they agree to that request.
- iii. Where the employee uses their own vehicle at the request of AIS, such vehicle expenses shall be reimbursed at the rate of 60.0 cents per kilometre.

- f) Distant Sites (Living Away From Home Allowance) (where applicable) For the purpose of this clause a "distant site" is one where the location of the work is such that because of its distance or because of the travelling facilities available to and from the location, it is necessary for an employee to live and sleep at some place other than their usual place of residence.

When an employee is sent, other than at their own request, to work at a distant site, as defined in this subclause, the employer may elect to: -

- i. Provide the employee with reasonable board and lodging (one person per room unless otherwise agreed) in a well-kept establishment with a single allowance for total meals of \$55.00 per day. In exceptional circumstances the Company will agree to reimburse reasonable additional meal costs upon presentation of receipts, or
  - ii. Pay the employee an allowance of \$364.61 per seven-day week but such allowance shall not be wages. In the case of broken parts of the week occurring the allowance shall be \$72.92 per day.
- g) Clothing and Footwear Issue

AIS will issue a total of Five sets of work clothes (overalls or shirt/trouser combination) upon successful completion of a 12 week probationary period and 3 sets annually thereafter in June. The clothing is to be maintained in a clean and presentable standard and is supplied solely for use on company business. It is expected to be worn at all times when on AIS business and will be replaced on a fair wear and tear basis upon return to the company.

AIS will pay \$156.75 as an allowance annually on the anniversary date of the EBA each year for the employee to purchase two pairs of safety footwear. A winter jacket or jumpers to the equivalent value will be issued every second year subject to AIS' performance against budgeted performance relating to personal protective equipment (PPE).

## **20. Provision of Additional Tools**

AIS shall provide tradespeople with all necessary power tools, special purpose tools and precision measuring instruments for use on Company business.

A Tradesperson shall replace or pay for any such tools or equipment lost or damaged through employee negligence.

## **21. Payment of Wages**

The pay week shall start and finish at 7.20am Sunday. Wages shall be paid directly into employees' accounts (up to two accounts) at a bank or Credit Union by Electronic Funds Transfer. This payment shall be made into the employee's bank on the Thursday following the finish of the pay week provided the employee has lodged his timesheet with AIS by 3.20pm on the Monday immediately after the finish of the pay week. AIS will endeavour to make pay docket available to the employee at his nominated place of employment by close of business by the Wednesday immediately after the finish of the pay week.

## **22. Contract of Employment**

- a) Weekly Employment

Except as provided elsewhere in this clause employment shall be by the week. Any employee not specifically engaged as a casual or flexible hire employee shall be deemed to be employed by the week.

- b) Flexible Hire Employment

- i. At the discretion of AIS, Employees may be specifically engaged under this clause as flexible hire employees which shall mean persons engaged to work on, and be paid for, the days required by AIS.

- ii. A flexible hire employee shall be entitled to a minimum of four hours of work for every day they are required by AIS to report for work and provided they have confirmed the day before that they were required. In the event that a flexible hire employee is discharged for misconduct or is absent from work, or commences work late (except where otherwise provided herein) they shall be paid only for time actually worked.
- iii. An employee may be given 1 months notice of reclassification from Flexible Hire Employment to Weekly Employment. A loading of 5% on the weekly base rate shall be paid to flexible hire employees as compensation for this pattern of employment.

c) Casual Employment

- i. Employees may be specifically engaged by the hour as casual employees under this subclause.
- ii. A casual employee for working ordinary time shall be paid per hour one thirty eighth of the appropriate weekly base rate, plus 20 per cent loading, in addition to other appropriate allowances provided for by this Award, but such loading shall not form part of the ordinary remuneration for the purposes of the *Annual Holidays Act 1944* and the *Long Service Leave Act 1955*.
- iii. Casual employees shall be engaged for a minimum period of four hours.

d) Standing Down of Employees

Notwithstanding anything elsewhere contained in this award, AIS shall have the right to deduct payment for any day or part thereof, during which an employee cannot be usefully employed because of any strike or through any breakdown in machinery or any stoppage of work by any cause for which AIS cannot reasonably be held responsible.

e) Abandonment of Employment

- i. The absence of an employee from work for a continuous period exceeding three working days without the consent of AIS and without notification to AIS shall be prima facie evidence that the employee has abandoned their employment.
- ii. Provided that if within a period of seven days from the last attendance at work or the date of the last absence in respect of which notification has been given or consent has been granted an employee has not established to the satisfaction of AIS that the employee was absent for reasonable cause, the employee shall be deemed to have abandoned their employment.
- iii. Termination of employment by abandonment in accordance with this sub-clause shall operate as from the date of the last attendance at work or the last days absence in respect of which consent was granted, or the date of the last absence in respect of which notification was given to AIS, whichever is the later.

f) Time Keeping - Late Comers

Notwithstanding anything elsewhere contained in this award, periods of 15 minute increments shall be used by AIS for both time keeping for late comers and for the calculation of overtime.

g) Absence from Duty

- i. An employee not attending for duty as required shall lose pay for the actual time of such non-attendance.
- ii. Any employee absent from work on either authorised or unauthorised leave will notify AIS of their intention to return to work the day prior to such return. An employee who fails to notify AIS of their intention to return to work the day prior to such return shall not be paid for that day if they report for work and a replacement has already been arranged.

## h) Termination of Employment

## i Notice of Termination by Employer

- 1) In order to terminate the employment of a weekly or flexible hire employee the employer shall give to the employee the following notice:

Period of Continuous Service	Period of Notice
1 year or less	1 week
1 year - up to completion of 3 years	2 weeks
3 years - up to completion of 5 years	3 weeks
5 years and over	4 weeks

In addition to the notice above, employees over 45 years of age at the time of the giving of notice and with not less than two years continuous service shall be entitled to an additional week's notice.

- 2) Payment in lieu of the notice prescribed in sub-paragraph (1) hereof shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- 3) In calculating any payment in lieu of notice the wages an employee would have received in respect of the ordinary time he or she would have worked during the period of notice had his or her employment not been terminated, shall be used.
- 4) The period of notice in this clause shall not apply in the case of dismissal for conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices, or employees engaged for a specific period of time or for a specific task or tasks.
- 5) A weekly or flexible hire employee subject to summary dismissal (without having been subject to the disciplinary procedure in this Award) shall be afforded at least 48 hours notice of such dismissal at the rate otherwise received to allow discussions to proceed on the matter. Such notice may be served off work if the employer so directs and shall be without prejudice to the merits of the employer's or employee's position on the dismissal. In the case of flexible hire employees, they shall be paid for any prearranged working time falling within the 48 hours.
- 6) For the purposes of this clause, continuity of service shall be calculated in the manner prescribed by the *Annual Holidays Act 1944*.

## ii Notice of Termination by Employee

The notice of termination required to be given by an employee shall be the same as that required of AIS.

If an employee fails to give notice, AIS shall have the right to withhold monies due to the employee with a maximum amount equal to the ordinary rate of pay for the period of notice.

## iii Time Off During Notice Period

Where AIS has given notice of termination to a weekly employee, the employee shall be allowed time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the employee after consultation with the employer and will be offset against the employee termination entitlements.



## iv Statement of Employment

AIS shall, upon receipt of a request from a weekly or flexible hire employee whose employment has been terminated, provide to the employee a written statement specifying the period of his or her employment and the classification of or the type of work performed by the employee.

**23. Employees' Duties**

It is a term and condition of employment that employees shall only become entitled to payment of the wage prescribed herein if they abide by the provisions of their contract of employment, this document and the following specific provisions: -

- a) Be ready, willing and able to perform such work, including shift work and overtime, as AIS shall require on the days and during the hours necessary for AIS to best meet their contractual and operational requirements; and
- b) Recognise the requirement of AIS to have an appropriate mix of classifications and skills during any hours of work; and
- c) Use any technology and safely perform any duties which are within the limits of the employee's skill, competence and training; and
- d) Work safely as a member of a team and take responsibility for all aspects of the job including all necessary recording and customer liaison; and
- e) Show commitment to, and cooperate in, measures designed to minimise the costs of protective clothing, tools, maintenance, consumables, costs generally, and
- f) Co-operate with the Company in implementing occupational health, safety and rehabilitation policies and programs and thereby contribute to the provision of a safe workplace and lower workers compensation/rehabilitation costs, and
- g) To pro-actively identify and participate in programs designed to:  
  
Increase the opportunities to AIS and its employees,  
  
Reduce costs.

**24. Hours of Work**

The ordinary hours of work shall be 38 hours per week, 8 hours a day averaged over a 19 day four week cycle. Ordinary hours shall be worked at the discretion of AIS between 6.00am and 6.00pm Monday to Friday. The ordinary hours of work shall be worked continuously except for prescribed breaks. Different employees may be working different hours within this spread on any given weekday.

Employees shall be entitled to a paid 10 minute morning break and an unpaid 30 minute lunch break each weekday, taken at a time to suit the day's work, provided that two breaks shall be taken each day and no employee shall be required to work for more than 5 hours without a break.

**25. Rostered Days Off**

Rostered Days Off (RDO) accrued under this clause shall be taken on days agreed to by AIS and the employee concerned. RDO's may be accumulated up to a maximum of 20 days. Employees may be directed to use any day or days accumulated in excess of 5 days as an RDO provided notice is given to the employee the previous day.

## 26. Shift Work

For the purposes of this clause:

"Shiftwork" means - shiftwork scheduled for five consecutive workdays or more.

"Afternoon Shift" means - any eight-hour shift finishing after 6.00pm and at or before midnight.

"Night Shift" means - any eight-hour shift finishing subsequent to midnight and at or before 8.00am.

"Rostered Shift" means - a shift of which the employee concerned has had at least 48 hours notice, or has otherwise agreed to work and may be up to 12 hours. Any hours worked in excess of 8 hours will be paid as overtime.

a) Shift Rosters

Shift rosters shall specify the commencing and finishing times of ordinary working hours of the respective shifts.

b) Variation of Shifts

The time of commencing and finishing shifts once having been determined may be varied by agreement between AIS and the majority of employees concerned to suit the circumstances of the establishment or, in the absence of agreement, by 24 hours notice of alteration given by AIS to the employees.

c) Allowances - Afternoon or Night Shift

i. A shift worker, whilst on afternoon shift, shall be paid for such shift 30 per cent more than his ordinary rate for the first 8 hours worked each day. All hours worked in excess of the first 8 hours shall be paid as overtime.

ii. A shift worker, whilst on night shift, shall be paid for such shift 50 per cent more than his ordinary rate for the first 8 hours worked each day.

All hours worked in excess of the first 8 hours shall be paid as overtime.

## 27. Overtime

a) Overtime

For all work done outside ordinary hours other than on a rostered shift, the rates of pay shall be time and a half for the first two hours and double time thereafter, such double time to continue until the completion of the overtime work. For the purposes of this clause ordinary hours shall mean the hours fixed in accordance with relevant clauses within this award.

AIS may require any employee to work reasonable overtime (to meet the requirements of the business), at overtime rates and such employee shall work overtime in accordance with such requirement. The assignment of overtime by AIS to an employee or subcontractor shall be at the discretion of AIS and based on specific work requirements. The practice of "one in, all in" overtime shall not apply.

b) Rest Period after Overtime

When overtime work is necessary it shall, whenever reasonably practicable, be so arranged that the employees have at least eight consecutive hours off duty between the work of successive days. Where this results in the employee commencing the next ordinary day or shift late it shall be without loss of ordinary time pay.

An employee who is requested to commence work without having had eight hours off duty shall be paid double time for time worked until given an eight hour break.

Notwithstanding this eight hour break entitlement, an employee who does not have a ten hour break shall, by way of compensation, be paid, at a flat rate calculated as the all purpose rate for a MSP 2 person/38 x 1.5 x 2.

c) Call Back

An employee recalled to work overtime after leaving work shall normally be paid for a minimum of four hours work at the appropriate rate for each time recalled. However, an employee who has been recalled, if recalled again on a subsequent occasion within the four hour period, shall receive a four hour minimum payment for the subsequent call out, but the earlier call out payment shall not extend beyond the point of the subsequent call out commencing.

This subclause shall not apply where overtime is continuous with the completion or commencement of ordinary working time.

Overtime worked in the circumstances specified in this subclause shall not be regarded as overtime for the purpose of subclause (b) of this clause when the actual time worked is less than three hours on such recall or on each of such recalls.

d) Overtime Meal Breaks

An employee who works at least one and a half hours and no more than four hours overtime straight after working ordinary hours shall be allowed a meal break of 20 minutes without loss of pay, to be taken during that period at a time to suit work in hand.

Where such overtime exceeds four hours but is no more than eight hours (including meal breaks), the above break shall be taken as well as a further 20 minute meal break, taken without loss of pay, between the fourth and sixth hour of overtime.

e) Meal Allowance

An employee required to work for at least one and a half hours overtime and who was not notified at least 16 hours prior to such overtime, shall be paid a meal allowance of \$10.00 for each meal break entitlement under subclause (d) during the period of overtime.

## **28. Holidays and Weekend Work**

a) Public Holidays

An employee, other than a casual employee, shall be entitled to public holidays as follows:

New Years Day

Australia Day

Good Friday

Easter Saturday (see subclause (b))

Easter Monday

Anzac Day

Queen's Birthday

Eight Hour Day or Labour Day

Steel Industry Picnic Day

Christmas Day

Boxing Day

or such other day as is proclaimed in a locality as a substitute for any of the said days respectively.

Where additional days are proclaimed as public holidays for employers in that locality, employees covered by this Award who are employed in that locality shall be entitled to such additional public holidays.

Any of the above listed public holidays may be substituted for another day by agreement between AIS and an employee and in such a case the original day shall be an ordinary working day for that employee.

b) Public Holidays not worked

All employees shall be entitled to take public holidays without loss of pay.

Provided that this subclause means where a public holiday falls on a weekend and no alternative weekday is proclaimed (eg Easter Saturday), an employee shall not be entitled to any payment in respect of that holiday unless hours are worked on the holiday.

c) Public Holidays Worked

All work performed on public holidays shall be paid at the rate of double time and a half.

d) Holidays - Absence on Working Day Before or After

Where an employee is absent from his or her employment on the working day before or the working day after a public holiday without reasonable excuse or without the consent of AIS, the employee shall not be entitled to payment for such holiday.

e) Weekend Work

For all work performed on a Saturday an employee shall be paid at the overtime rates prescribed in this award except work commencing night shift to be paid at Sunday overtime rates All Sunday work will be paid at double ordinary time rates of pay except work commencing from night shift to be paid at the overtime rates prescribed in this award for Monday work.

f) Minimum Payment

Employees required to work on a Saturday, Sunday or public holiday shall be afforded at least four hours work or paid for four hours work at the appropriate rate except where such overtime is continuous with overtime commenced on the previous day.

## 29. Sick Leave

a) An employee, other than a casual employee (as defined) who is absent from work on account of personal illness, or on account of injury by accident, other than that covered by workers' compensation, shall be entitled to leave of absence, without deduction of pay, subject to the following conditions and limitations:

- i. Within 8 hours of the commencement of such absence, they must inform AIS 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.
- ii. The employee shall satisfy AIS 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.

- iii All employees shall accrue sick leave on a pro rata basis to be based on normal time hours worked and approved leave time taken up to a maximum of 10 days per year
- b) An employee, who has had two single days sick leave absence in one year, must produce a doctor's certificate for any further single day absences in the year. This provision does not limit the right of AIS to be satisfied of an employee's sickness on any sick leave claimed in accordance with paragraph (a)(ii) above, including the first two single days absence each year.
- c) Sick leave shall accumulate from year to year so that any balance of the period specified in subclause (a)(iii) hereof, which has in any year, not been allowed to an employee by AIS as paid sick leave, may be claimed by the employee and subject to the conditions herein before prescribed shall be allowed by AIS in a subsequent year without diminution of the sick leave prescribed in respect of that year.

Provided that sick leave which accumulates pursuant to this subclause shall be available to the employee for a period of twelve years, but for no longer, from the end of the year in which it accrues.

State Personal/Carers Leave Case - August 1996. Refer Legislation.

### **30. Income Protection Insurance**

Employees engaged to work under this Award will be provided with Income Protection Insurance subject to the following:

- i) A qualifying period of 14 days will apply to all Employees; and
- ii) The Employee will be entitled to insurance coverage as dictated by qualifications and exemptions detailed in the insurance policy; and
- iii) The insurance cover and benefits payable will be applied to a maximum of 75% of the Employees base wage (Clause 18) for a maximum period of up to 2 years.

AIS will contribute up to 1.25% of an Employees base wage to an income insurance plan, subject to the following;

- 1 in the event that the claims experience requires a review of the insurance plan, the adjustment will be made to the plan and not to the insurance premium paid/payable by AIS.
- 2 Anyone accessing the insurance plan agrees to participate in the rehabilitation program, which includes assessment by an AIS nominated medical services provider and the acceptance and implementation of that assessment.
- 3 Other than administration issues and disputes the Employee will liaise directly with the insurance provider and will resolve their own issues directly with the provider.

### **31. Disciplinary Procedure**

The objectives of this procedure are to promote improvement in individual performance where necessary through consultation, cooperation and discussion.

The following four stage counselling procedure shall apply at AIS: -

- i. Counselling
- ii. First Written Warning
- iii. Final Written Warning
- iv. Termination

## a) Counselling

Counselling for minor breaches of duty by an employee, or breaches of AIS standards by an employee, will be handled by the immediate supervisor. Counselling sessions will be conducted in private and include a clear explanation of the problem, why it is a problem and what is expected in the future. A record of the counselling session will be made as a diary note by the counsellor. Employees may be referred to outside agencies for additional/specialist counselling.

## b) First Written Warning

First warnings for serious and/or recurring infractions will be handled by the immediate supervisor or relevant manager. First warnings will include a full opportunity for the employee and AIS to explain their respective positions and a discussion on what is expected in the future. The employee is entitled to be represented at the warning interview.

## c) Final Written Warning

Final warnings for serious and/or recurring behaviour of an unacceptable kind will be handled by either the immediate supervisor or senior management. Final warnings will include a full opportunity for the employee and AIS to explain their respective positions and a statement of the sort of behaviour required in the future. Final warnings are notice to an employee that further behaviour of an unacceptable kind will lead to termination. The employee is entitled to be represented at the warning interview.

Note: All formal warnings (first and final) will be formally recorded by the person conducting the interview, signed by the employee concerned (if agreed) and by a witness. A copy will be provided to the employee concerned and a copy kept on their personnel file.

## d) Termination

Termination of employment in accordance with this procedure may occur, after a careful investigation of all the facts, either with or without notice depending on the severity of the offence

### 32. Disputes Settlement Procedure

The objectives of this procedure are:

To promote the resolution of disputes by measures through consultation, cooperation and discussion,

To eliminate industrial confrontation and

To eliminate interruptions to or stoppages of work resulting in lost wages and production.

To identify and resolve issues, problems, questions, disputes, difficulties or concerns at all times at the local level ie between the relevant personnel and the immediate team leader/supervisor.

The Partners agree that if the need arises to activate this procedure that other AIS business units other than BSL will not be affected by issues that are in dispute. The Employees will continue to perform tasks that the client/s deem critical or of an essential nature, such as but not limited to:

- a) Redler Environmental vacuuming;
- b) Road Sweepers Environmental
- c) Standby and safety persons
- d) Liebherr operation

It is agreed that AIS activities on the BSL site are of an essential nature and interruptions will affect both the AIS business as a whole and also the employment security and opportunities for the employees. As a result the following four-stage procedure for avoiding industrial disputes shall apply at Allied Industrial Services.

- a) Discussions between the employee/s concerned and the team leader and/or supervisor. If this does not resolve the dispute then;
- b) Discussions involving the employee/s concerned, their nominated representative and more senior management. If this does not resolve the dispute then;
- c) Discussions involving the nominated employee representative, senior management, and a representative from the union. If this does not resolve the dispute, then;
- d) Referral of the matter to the NSW Industrial Relations Commission.  
There shall be a commitment by the parties to adhere to this procedure. This should be facilitated by the earliest possible advice by one party to the other of any issue or problem, which may give rise to a grievance or dispute. Throughout all stages of the procedure all relevant facts shall be clearly identified and documented.

Sensible time limits shall be allowed for the completion of the various stages of the discussion. If the negotiation process is exhausted without the dispute being resolved, the parties may jointly or individually refer the matter to the NSW Industrial Relations Commission for conciliation and/or arbitration.

While this procedure is being followed normal safe work will continue and the parties will eliminate stoppages of work, lockouts or any other bans or limitations on the performance of work as AIS activities are of an essential nature.

### **33. Jury Service**

A weekly or flexible hire employee required to attend for jury service during ordinary working hours shall be reimbursed by AIS an amount equal to the difference between the amount paid in respect of attendance for such jury service and the amount of wages they would have received in respect of the ordinary time, the employee would have worked had they not been on jury service. An employee shall notify AIS as soon as practicable of the date upon which he/she is required to attend for jury service, and shall provide to AIS proof of attendance, the duration of such attendance, and the amount received in respect thereof.

### **34. Redundancy**

- a) Discussion Before Terminations
  - i. Where AIS has made a definite decision that it no longer wishes the job a flexible hire or weekly employee has been doing done by anyone and this is not due to the ordinary and customary turnover of labour and that decision may lead to termination of employment of 15 or more persons, AIS shall hold discussions with the employees directly affected and with their union.
  - ii. The discussions shall take place as soon as is practicable after AIS has made a definite decision consistent with paragraph (a)(i) hereof and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any terminations on the employees concerned.
  - iii. For the purposes of the discussion AIS shall, as soon as practicable, provide in writing to the employees concerned and their union, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out. AIS shall not be required to disclose confidential information the disclosure of which would be against AIS's commercial interest.

## b) Transfer to Lower Paid Duties

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

## c) Severance Pay

In addition to the period of notice prescribed for ordinary termination an employee, other than a casual, whose employment is terminated for reasons set out in paragraph (a)(i) hereof shall be entitled to the following amount of severance pay in respect of a continuous period of service: -

1 year or less	nil
1 year - up to completion of 2 years	4 week's pay
2 years - up to completion of 3 years	7 week's pay
3 years - up to completion of 4 years	10 week's pay
4 years - up to completion of 5 years	12 week's pay
5 years - up to the completion of 6 years	14 week's pay
in excess of 6 years.	20 week's pay

For all employees a weeks pay shall mean the average weekly working and approved leave time over the period of employment not being more than 38 hours per week

## d) Employee Leaving During Notice

An employee whose employment is terminated for reasons set out in paragraph (a)(i) hereof may terminate his or her employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had he or she remained with AIS until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

## e) Alternative Employment

Where possible and practicable AIS will endeavour to assist redundant employees to obtain acceptable alternative employment.

## f) Time Off During Notice Period

Refer to this award.

## g) Notice to Centrelink

Where a decision has been made to terminate employees in the circumstances outlined in paragraph (a)(i) hereof, AIS shall notify in writing the Commonwealth Employment Service thereof as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

## h) Transmission of Business

AIS will comply with the relevant legislation with regard to Transmission of Business.

## i) Employees with Less Than One Year's Service

This clause shall not apply to employees with less than one year's continuous service and the general obligation on AIS should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.



## j) Employees Exempted

This clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency, or neglect of duty, or in the case of casual employees, apprentices, or employees engaged for a specific period of time or for a specified task or tasks.

**35. Annual Leave**

- a) Refer *Annual Holidays Act 1944*.
- b) Annual Leave Loading of 17.5% shall be paid to weekly and flexible hire employees.

**36. Long Service Leave**

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

From the 1st January 2006 the AIS will commence accruing Long Service Leave benefits for Employees at the rate of 1.3weeks accrual for each year of service thereafter. Any accrual up to and including 31 December 2005 will be at the current rate of 0.8667 weeks for each completed year of service. Entitlements become available in accordance with the Act.

**37. Parental Leave**

AIS will refer to the NSW *Industrial Relations Act, 1996*.

**38. Bereavement Leave**

- a) An employee, on the death within Australia of their spouse, parent, brother, sister or child, shall be entitled on notice to leave up to and including the day of the funeral of such relation, and such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in two days of ordinary time work.
- b) Proof of such death shall be furnished by the employee to the satisfaction of AIS. Provided that this clause shall have no operation while the period of entitlement to leave under it coincides with any other period of entitlement to leave.

For the purpose of this clause "spouse" shall include a person who lives with the employee as a de facto spouse, and "parent" and "child" shall include a step or foster parent or child.

**39. Personal Carers Leave**

- a) Use of Sick Leave
  - (i) An employee other than a casual employee, with responsibilities in relation to a class of person set out in (iii)(2) who needs the employee's care and support shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement provided for at Clause 29 - Sick Leave for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.
  - (ii) The employees shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
  - (iii) The entitlement to use sick leave in accordance with this subclause is subject to:
    - (1) the employee being responsible for the care and support of the person concerned; and

- (2) the person concerned being:
- (i) a spouse of the employee; or
  - (ii) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
  - (iii) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
  - (iv) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
  - (v) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:
    - (a) "relative" means - a person related by blood, marriage or affinity;
    - (b) "affinity" means - a relationship that one spouse because of marriage has to blood relatives of the other; and
    - (c) "household" means - a family group living in the same domestic dwelling.
    - (d) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

b) Unpaid Leave for Family Purpose

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

c) Annual Leave

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

d) Make-Up Time

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

- (ii) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate, which would have been applicable to the hours taken off.
- e) Rostered Days Off
- (i) An employee may elect, with the consent of the employer, to take a rostered day off at any time as agreed under Clause 23 Rostered Days Off.
  - (ii) An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.

#### 40. Superannuation

As part of this Award, AIS shall make contributions to an approved superannuation fund which complies with the *Superannuation Guarantee Charge Act* and Regulations. AIS will make contributions on behalf of each eligible Employee as defined in the regulations. The level of AIS contributions will be as specified in the *Superannuation Guarantee Charge Act* and Regulations and as varied from time to time. All superannuation contributions will be based on a Employee's ordinary time earnings.

#### ADDITIONAL SUPERANNUATION CONTRIBUTIONS BY SALARY SACRIFICE

If a Employee wishes to make an additional contribution to their superannuation, the Employee may voluntarily elect to contribute a proportion of their wages on a salary sacrifice basis and have that amount remitted to their nominated superannuation fund. To do this, an Employee is required to notify AIS in writing and providing details and authorisation. When AIS has received this, then AIS will deduct the authorised amount from the Employee's pay and remit it to their superannuation fund.

#### CO- CONTRIBUTIONS

The option for a co-contribution arrangement for superannuation will be available at the election of the Employee from 1 July 2005.

From 1 July 2005 where an Employee makes a minimum 3% voluntary contribution, then AIS will contribute an additional 1% making a total AIS contribution of 10%.

From 1 July 2006, again at the Employee's election. The Employee may make a further contribution of 1% (4% total), then AIS would increase its contribution by 1% making a total AIS contribution of 11%.

If the Employee elects to make a further contribution of 1% (5% total), then AIS would increase its contribution by 1% making a total AIS contribution of 12%.

The table below sets out what the superannuation contribution will be if the Employee elects to make an additional salary sacrifice contribution to their superannuation:

From	Employee Contribution	AIS Statutory contribution	AIS Additional contribution	Total Contribution
1 July 2005	3%	9%	1%	13%
1 July 2006	4%	9%	2%	15%
Thereafter	5%	9%	3%	17%

#### 41. No Extra Claims

This Award is made in full and final settlement of all claims with respect to wages and conditions of employment at AIS and the parties to this Award shall not pursue any extra claims with respect to wages or conditions of employment for the life of this Award.

**42. Minimum Wage**

This award, in so far as it fixes rates of wages, is made by reference and in relation to a minimum wage for adults of \$431.40 per week.

J. P. GRAYSON *D.P.*

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Printed by the authority of the Industrial Registrar.

(1816)

**SERIAL C3780**

## **HANSON CONSTRUCTION MATERIALS PTY LIMITED CONCRETE CARRIERS CONTRACT DETERMINATION**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Hanson Construction Materials Pty Ltd, industrial organisation of employers.

(No. IRC 6774 of 2004)

Before Mr Deputy President Sams

27 April 2004

### **DETERMINATION**

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#### **1. Definitions**

1.1 For the purpose of this Contract Determination the following terms shall bear the meaning:

The Act shall mean - the *Industrial Relations Act 1996* (NSW)

Award shall mean - the Transport Industry - Mixed Enterprises (State) Award as varied from time to time.

Concrete shall mean - a product whether mixed, blended or batched, that contains but not limited to as a minimum: cement, aggregate, sand and water; mortar containing cement sand and water; grout containing cement, sand and water; slurry containing cement and water; or binders containing cement and sand. This definition is not contingent on the method of production, laying or description of the finished product.

Continuous Pours shall mean -

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

All other work is excluded as a continuous pour.

Contract of Carriage shall have the meaning defined in the Act.

Contract Carrier or Carrier shall mean - a single operator owner driver trading as an incorporated body (where the operator owner driver is a director and controlling shareholder of the incorporated body) who is engaged under a contract of carriage with the Principal Contractor as defined.

Contractor shall mean - Principal Contractor as defined in the Act. The Principal Contractor in this Contract Determination is Hanson Construction Materials Pty. Ltd.

Country means - the area outside the Sydney Metropolitan Area as defined and within New South Wales.

Cyclic roster shall mean:

- (a) a roster made up of truck numbers, which dictates the selection of a particular vehicle for a function and is addressed from the first truck number to the last;
- (b) when the roster has been fully addressed the roster then changes so that the truck number that was first becomes last. Each truck number is moved up one position in turn, and so on; and
- (c) Each Carrier will start the day, when not rostered off, in order of a single cyclic roster and thereafter in order of his return to plant.

Mini truck shall mean- a truck with an agitator that has a mixing capacity of 2.8 m<sup>3</sup> or less.

Mixer shall also mean - Agitator and vice versa.

Sydney Metropolitan Area is, for the purpose of this Contract Determination, limited to the area in which concrete is produced and delivered within the following boundaries:

Stanwell Tops, Bulli, Mt. Ousley, Appin, Razorback, Warragamba, Emu Plains, Sackville, Hawkesbury Bridge, Terry Hill, Palm Beach (See Schedule H).

Union shall mean - the Transport Workers' Union of New South Wales which term includes the Ready mixed Concrete Executive Committee of the Union.

Written Authority shall mean - any approved document that bears the signature of the Carrier or the Contractor as the case may be.

## 1.2 Interpretation

Words importing the singular number shall include the plural number and words importing the plural number shall include the singular number.

The masculine gender shall include the feminine and neuter genders.

## 2. Area Incidence and Duration

- (a) This Contract Determination contains all of the rights and obligations of the Contractor and Carriers. The Contractor is hereby exempted from the Transport Industry Concrete Haulage Contract Determination.
- (b) This Contract Determination shall take effect on and from 1st November 2004 and shall remain in force for a period of three (3) years (unless varied by written agreement prior to that time). Notation: This Contract Determination represents a ten (10) year commitment by both parties. It is not the intention of either party to vary that commitment.

## 3. Term of Contracts of Carriage

### 3.1 Carriers shall be granted Contracts of Carriage with the Contractor as follows:

- (a) The term of the Contract of Carriage shall be ten (10) years commencing on 1st November 2004 if the Carrier provides a truck:
  - (i) which is aged between 0 and 4 years (for Sydney Metro) or between 0 and 8 years (for NSW Country) as at 1 November 2003; and
  - (ii) which has a gross carrying capacity of 22.5 tonnes (6wheelers) or 27.5 tonnes (8 wheelers).
- (b) Where the Carrier cannot provide a truck which is aged between 0 and 4 years (for Sydney Metro) but is able to provide a truck which is aged between 4 and 8 years as at 1 November 2003 and otherwise complies with the requirements of sub-clause (ii) above then the Carrier shall be granted a five (5) year Contract of Carriage.

Where the Carrier introduces a truck to the fleet which meets the age criteria in sub clause (a) above and this introduction is effected during the five (5) year contract period then that Carrier shall receive a further five (5) year extension to make a total of a ten (10) year contract.

Notation: the age of a truck is to be determined by reference to the date upon which the vehicle was first registered.

- (c) Where the Carriers listed hereunder provide a truck which is capable of operating an hydraulic agitator and is in a reasonable condition as determined by the Contractor then the Carrier shall be granted a five (5) year Contract of Carriage. The Carriers are:

PLC2265 at Moree  
PLC2216 at Moree  
PLC2295 at Gunnedah  
PLC2232 at Blayney  
PLC2223 at Cowra

- (d) Notation: If the NSW State Government introduce changes to the laws relating to truck carrying capacities or legal loading limits then Carriers covered by this Contract Determination may choose to modify or change their truck in order to comply with the changed laws and take advantage of increased carrying capacities. In any event all Carriers must provide trucks which comply with the law as varied by the government from time to time.

### 3.2 Termination of Contracts of Carriage

- (a) From 1 November 2004 if the Contractor decides to terminate a contract of carriage for any reason other than serious misconduct the Contractor shall pay to the Carrier an immediate termination payment of \$66,000.00 and the contract shall terminate forthwith. In addition to the termination payment the Contractor shall offer to purchase the truck owned by the Carrier at the relevant market value at that time. The Carrier may choose to accept or reject the offer of the Contractor.
- (b) Where the Contractor terminates a contract of carriage at any time by reason of serious misconduct by the Carrier then the Contractor has the right to terminate the contract without notice and without an obligation to make any compensation payment to the Carrier. For the purposes of this Arrangement "serious misconduct" may include acts of physical violence, serious theft, serious threats made to a person, gross negligence.
- (c) Where a Carrier decides to leave the fleet and not invoke the provisions of Clause 4 Assignment of Contracts of Carriage then the Carrier must give the Contractor no less than one (1) months notice of intention to leave. The Contractor and the Carrier may negotiate a purchase by the Contractor of the Carrier's truck if they so choose.

### 4. Assignment of Contracts of Carriage

4.1 For the period between 1 November 2004 and 31 October 2005 any Carrier may assign the contract of carriage on the open market provided that no more than three (3) Carriers will be permitted to assign each calendar month. Thereafter Carriers with more than 8 or more years service with the company or its predecessors in title may assign on the open market on the following terms:

- (i) the Carrier has no obligation to first offer the contract for assignment to the Contractor;
- (ii) the purchaser introduced by the Carrier must be approved by the Contractor. Approval will not be unreasonably withheld but the Purchaser will be required to pass a pre-engagement medical and submit to a check of their previous work history;
- (iii) the assignment shall take place on the last business day of the relevant calendar month;
- (iv) no more than eight (8) such assignments in Sydney Metro and eight (8) such assignments in NSW Country shall be permitted to occur each year.

Note: The parties acknowledge that 12 long serving carriers have already been given approval to assign their contracts of carriage on the open market between 1st November 2004 and 31st October 2005 in addition to that set out in clause 4.1.

4.2 If any Carrier (other than those seeking to assign under the provisions of Clause 4.1 above) seeks to assign their contract of carriage then the following procedure shall apply:

- (i) the Carrier must first offer the contract to the Contractor. The offer must be in writing and the Contractor has 28 days to consider its position and respond to the offer.
- (ii) If the Contractor decides to accept the offer of the Carrier the purchase price shall be deemed to be \$66,000.00. Upon advising the Carrier of its decision to accept the offer the Contractor shall pay the Carrier the said amount of \$66,000.00 and the Carrier shall depart the fleet immediately. The Contractor shall also offer to purchase the truck of the Carrier for the relevant market value at the time and the Carrier may choose to accept the offer of the Contractor if the Carrier so wishes.
- (iii) If the Contractor decides to reject the offer of the Carrier then the Contractor shall advise the Carrier accordingly and the Carrier shall be free to assign the contract on the open market.



- (iv) Any purchaser introduced by the Carrier must be approved by the Contractor. Approval will not be unreasonably withheld but the Purchaser will be required to pass a pre-engagement medical and submit to a check of their previous work history;
- (v) the assignment shall take place on the last business day of the relevant calendar month.

## 5. Cartage Rates

### 5.1 Cartage Rates Payable to Carriers

- (a) The Contractor shall pay to a Carrier the utilisation cartage rates ("the utilisation rates") set out in Schedule A hereto. All transfers, and surcharges are included in rates as shown in Schedule A with the exception of:
  - (i) transfers - outside the Sydney metropolitan area;
  - (ii) surcharges - Sundays, public holidays (or as otherwise agreed);
  - (iii) waiting time;
  - (iv) workshop transfers in excess of 30 km

Notation: for transfers outside the Sydney Metropolitan area and for workshop transfers the total distance travelled to and from the plant/workshop shall be calculated less the first 30 kilometres of the trip i.e. if the total distance travelled there and back is less than 30 kilometres then no transfer shall be paid. If the total distance travelled there and back is more than 30 kilometres then a transfer will be paid for the total distance travelled.

- (b) Utilisation will be measured on a plant-by-plant basis. The Contractor shall not use a particular plant utilisation rate as a means of disadvantaging another plant which may have a lower utilisation rate. Utilisation for 8 wheeler vehicles will be calculated separately from 6 wheeler vehicles again on a plant-by-plant basis.
- (c) On and from 1st November 2004 and on and from the 1st day of every subsequent six monthly period (Sydney Metro) or every subsequent quarter (NSW Country) during the term of the Contract of Carriage, the plant average utilisation rates as adjusted for the previous quarter (calculated on a moving annual total basis) will be payable by the Contractor to the Carrier.
- (d) Notation: the utilisation rates contained in Schedule A are graduated in measurements of 100 m3 and are paid to Carriers accordingly.
- (e) The utilisation rates paid are based on the plant average, and will exclude those Carriers who have an availability less than ninety five percent (95%) of required working days in the relevant quarter.
- (f) The utilisation rates applicable for Metropolitan carriers will be reviewed on 1st May 2005 and thereafter each November and May based on increases or decreases in the cost formula set out in the Rise and Fall Schedule annexed hereto (which Schedule is at the front of Schedule A hereto).

The utilisation rates applicable for Country carriers will be reviewed each quarter and adjusted in accordance with the May and November review adjustments arising from the Metropolitan rates review.

- (g) A minimum lead of 3km shall apply at all times, however where a plant has an average cartage distance of less than 5km then a minimum lead of 5km shall apply at that plant
- (h) Country work for metro carriers performing cartage outside the Sydney metro zone, it is agreed that the 4500 m3 utilisation rate will apply.

## 5.2 Waiting Time

The Contractor shall pay Waiting Time to the Carriers on the following basis:

- (a) As a fundamental obligation of this Contract, the Carrier must obtain a customer signature on the delivery docket. If the customer does not sign the Carrier must PRINT the name of the Carrier on the delivery docket and then the Carrier must sign the docket clearly and legibly and note the reason for no customer signature.
- (b) Provided the carrier complies with the obligation contained in the sub-clause above the Contractor shall pay Waiting Time to the Carrier at the rate of \$1.00 per minute for each minute spent on site after the first 40 minutes for a load of greater than three (3) cubic metres. If the load is three (3) cubic metres or less, Waiting Time will apply at the rate of \$1.00 per minute for each minute spent on site after the first 30 minutes. Time spent on site shall start at the arrival of the Carrier at the site in question which time of arrival shall be measured by the time at which the Carrier activates the Status Button in the vehicle of the Carrier.

Special Note: For 1 November 2004 to 1 February 2005 Metro Carriers will not be required to seek to communicate a charge to customers for waiting time. However from 1 February 2005 it shall be the obligation of all Carriers to charge customers for waiting time in accordance with the procedure outline in Clause 5.2 (a) above.

- (c) Waiting time shall be paid to carriers in all situations where a carrier is required to remain at a site in a blowback situation. Waiting time shall apply from the time the carrier arrives at the site until the time the carrier is able to depart the site.

## 5.3 Benefits Included In The Cartage Rates

- (a) The following payments are provided for in the rates payable to Carriers under this Contract Determination:
  - (i) All benefits and entitlements under the Award; and
  - (ii) Leave entitlements as follows:
    - (a) 20 days annual leave and, in addition, the annual leave loading as prescribed in the Award;
    - (b) 10 public holidays - New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day, Union Picnic Day.
    - (c) 34.8 hours of long service leave per annum.
    - (d) 64 hours sick leave per annum in accordance with the Award.
    - (e) 16 hours bereavement leave.
    - (f) RDO - 13 per annum leave (10 days may be taken and the balance of 3 are paid in the rates)
  - (iii) Superannuation at 9% or any subsequently legislated percentage rate.
  - (iv) The Carrier must take the leave provided above.
  - (v) If the leave requirements provided herein vary then this will be reflected in the cartage rate.

- (b) Should the Contractor require the Carrier to man the vehicle when on leave entitlements, then in addition to the appropriate cartage rate the Contractor will pay to the Carrier the difference between the labour portion of the cartage rate paid for cartage in the relevant period and the actual amount paid to the relief driver as per the Award for a casual driver.

#### 5.4 Haulage Area, Cartage Zones, and Transfer Fees

- (a) The Carrier shall haul concrete as required, from the Contractor's plants. Carriers shall be assigned to plants at the commencement of this Arrangement and these plant assignments shall be reviewed by the parties on a quarterly basis.
- (b)
  - (i) Where a vehicle is transferred outside the Sydney Metropolitan area with a load, that distance which is in excess of the round trip distance as per 5.1(a) to the plant in which the load was received shall be paid at the rate of "H" per km (as indicated in Appendix X hereto) if applicable.
  - (ii) Where a vehicle is transferred outside the Sydney Metropolitan area without a load, a transfer fee of "H" per km shall be paid for distances in excess of 15km.
- (c) Approved travel to and from the workshop shall be paid at the rate of "G" per km, if applicable.

#### 5.5 Measurement of Distance Travelled

Cartage payments shall be based on the shortest distance to site. The distance shall be rounded up to the nearest whole kilometre.

Any dispute arising in relation to distance travelled must be resolved within twenty four (24) hours between the Contractor's representative and the Carrier or his representative. Resolution of the dispute shall be on the basis of the shortest practicable route available at the time of delivery.

#### 5.6 Minimum Load

A Carrier shall be guaranteed a minimum load of 3 m<sup>3</sup> or a minimum payment on the basis of 3 m<sup>3</sup>.

#### 5.7 Mixing in the Yard

A fee of "C" per load shall be paid to mix and discharge concrete into a customer's vehicle for transport from the plant and subsequent placement outside the boundaries of the plant. Ex-plant mixes shall be limited to completed orders not exceeding 3 m<sup>3</sup>.

#### 5.8 Long Distance Rates

Where the load is required to be carried in excess of:

- (i) twenty five (25) km then each additional km will be paid on the basis of a 4 m<sup>3</sup> minimum load; and
- (ii) fifty (50) km then each additional km will be paid on the basis of a 5m<sup>3</sup> minimum load.

#### 5.9 Standby Time

Where a Carrier is required by a Contractor to remain at the plant to take a delivery to a job commencing after normal delivery hours, for more than one hour, standby time will be paid at a rate of "E" for each complete half hour following the expiration of the initial hour.

Standby time is only applicable outside normal working hours before receiving a load and also between loads. After the expiration of one hour but only payable after each additional complete half hour, a Carrier must be on standby for a minimum of eighty nine (89) minutes before being entitled to a payment of "E".

Normal hours are 6.00 a.m. to 4.00 p.m. Monday to Friday and 6.00 a.m. to 12.00 noon Saturday.

#### Example

A Carrier is required to remain at the plant until 6.00 p.m. on Monday evening. He receives his first load at 6.00 p.m. and returns to the plant at 7.00 p.m. and is loaded again at 8.25 p.m. His entitlement in the above example is:

4.00 p.m. to 5.00 p.m.	No payment (initial hour).
5.00 p.m. to 6.00 p.m.	Standby time of 2 x "E"
Between 7.00 p.m. and 8.25 p.m.	No standby time.

However, should this second load have been batched at 8.30 p.m., his entitlement would be:

7.00 p.m. to 8.00 p.m.	No payment (initial hour).
From 8.00 p.m. to 8.30 p.m.	1 x "E"

#### 5.10 Call-out Fee

A Carrier called back after normal delivery hours shall receive a minimum of 8 x "E".

Until surcharges equal 8 x "E" the difference between the surcharges paid and 8 x "E" will be paid to the driver as a call-out fee.

Where a Carrier is called back and does not receive a load after normal delivery hours, the Carrier shall be paid a call-out fee of 8 x "E".

#### 5.11 Standby Function

Where the Contractor knowingly requires a Carrier to provide his vehicle at a plant which has a substantially reduced production capability for a period not less than one (1) hour, then the Carrier will be entitled to a standby function payment by the Contractor of "N" per hour or part thereof.

#### 5.12 Concrete Produced for Contractor's Own Use

Where a Carrier is required to load concrete for the Contractor's own use within the confines of the Contractor's concrete plant where loaded, he will be paid at the rate of "O" per m<sup>3</sup> with a minimum of 3 m<sup>3</sup>, plus waiting time, if applicable.

#### 5.13 Penalty Rates

Surcharge rates per m<sup>3</sup> based on a minimum of 3 m<sup>3</sup> payable in respect of concrete loaded which is completed during the following hours shall be:

Saturday:	4.00 p.m. to)	
Monday:	6.00 a.m.)	3 x "F"
Public Holidays:		3 x "F"

#### 5.14 Multiple Discharge Points

(a) Same Customer

Payment for haulage covers the total distance travelled. Unloading time will commence from the start of unloading at the first point and will continue until the final completion of unloading when drops are within one km. Over one km, the total of the additional km travelled will be added to the ticket and paid as if the original load was carried for the entire distance plus waiting time, if applicable, commencing from the arrival at the first delivery point.

(b) Multiple Customers/Multiple Dockets

Each delivery will be treated for the purpose of payment of cartage as if a separate delivery had been made from the plant to each delivery point.

#### 5.15 Diverted Loads

(a) Direct Diversion

Where a load is diverted en-route a Carrier shall be paid normal cartage rates covering the total distance travelled from initial departure from the plant to the ultimate delivery point of the load, plus waiting time payment whilst awaiting diversion advice.

(b) Return to Plant and Divert

It is thereafter treated as a new load.

(c) Return to Plant and Dumped

It shall be paid for as in Clause 5.17 (a)

(d) Return to Plant and Subsequently Dumped Outside Plant

Where the Contractor directs ANY quantity of leftover concrete that has been agitated in the yard to be taken to another site and dumped, payment shall be made in accordance with the utilisation rate for the respective area (with the respective minimum kilometres).

#### 5.16 Leftover Concrete

(a) All concrete remains the property of the Contractor and accordingly the Contractor reserves the right to direct where concrete is to be taken or if and where it is to be dumped. The Carrier shall contact the plant for instructions as soon as possible.

(b) A Carrier will be paid for any returned load on the basis of a 3 m<sup>3</sup> minimum for all quantities 3 m<sup>3</sup> or below to a limit of 0.8m<sup>3</sup> and at the appropriate rate for quantities above 3 m<sup>3</sup>.

(c) When 3 m<sup>3</sup> or more of concrete is left over from a job, return cartage shall be paid at the rate of 'B' with the exception of sub clause (i) (ii) (iii) and (iv) below hereof.

(i) Where the load is rejected because of product fault.

(ii) Where the load taken out is not required.

(iii) When a truck is used to dispose of leftover concrete, such as a result of a pump line blowback.

- (iv) When the concrete is not returned to the "source" plant.

In all cases of sub clauses (i), (ii), (iii) and (iv) above return cartage shall be paid at the rate of 'B' with a 3 m<sup>3</sup> minimum, provided that an amount equal to or in excess of 0.8 m<sup>3</sup> is actually carried.

- (d) When a Carrier is required to agitate any quantity of concrete within the plant he will be paid at the rate of "I" per minute after completion of the first 15 minutes whilst awaiting diversion advice.
- (e) Where a carrier is required to transfer left over concrete to Wallgrove then it shall be paid as a new load.

#### 5.17 Dumped Concrete

- (a) Where the Carrier is directed by the Contractor to dump concrete in the plant a dumping fee of "M" will be paid upon the carrier dumping the concrete as directed by the Contractor or if a Carrier is requested to "wash out" when carrying a quantity of 0.8 m<sup>3</sup> or greater.
- (b) Where the Carrier is required to dump concrete outside the plant then the carrier shall be paid normal cartage rates for the load to be dumped.

#### 5.18 Road and Bridge Tolls

- (a) The Contractor shall provide to all Carriers an E-Way Toll Tag to be affixed in the truck. It is the responsibility of the Carrier to advise the Contractor if the E-Way tag fails in any way. If the Carrier does not advise the Contractor then the Carrier will bear the responsibility for the cost of the tolls involved.

### 6. Safety Net

#### 6.1 Safety Net for Carriers with Ten (10) Year Contracts

- (a)
  - (i) An earnings safety net and guaranteed minimum earnings of \$17,340 per quarter during the term of the Contract of Carriage will apply.  
  
The safety net will be administered on an annual basis, in accordance with sub clause (iv) below, i.e. there will be adjustments up or down from quarter to quarter, as appropriate. Reviews will occur during April (with the result to apply from 1 May) and October (with the result to apply from 1 November) each year. As at 1 November 2004 the current annual net earnings level below which a safety net payment will be due is \$69,359.
  - (ii) A Carrier who earns less than \$17,340 in a quarter is entitled to a make-up payment for that quarter so that the earnings of the Carrier will equate to \$17,340
  - (iii) The make-up payment will be made in the pay period following the end of the relevant quarter.
  - (iv) When a Carrier has been paid a make-up payment under this Safety Net Scheme then the Carrier is obliged to refund the make-up payment to the Contractor if the Carrier earns more than the minimum level of earnings in the following quarter or quarters. However at the end of the financial year (i.e. 30 June) the calculation ceases and then a new year is deemed to begin. Calculations are not carried forward to successive years. The contractor is duly authorised to deduct such safety net make-up payments from the carrier's remittance where applicable.
  - (v) The amount referred to in (a) (i) above as the annual net earnings level will be adjusted annually in accordance with movements in the rise and fall formula.

- (b) When a Carrier is "unavailable" (as explained in clause 6.1(d) his safety net will be reduced by \$241.00 per day for each day he is unavailable in that quarter to a maximum of \$17,340 per quarter. (As adjusted as aforesaid in accordance with movements in the rise and fall formula contained in Schedule A).
- (c) The Contractor and the TWU will agree on a mechanism so that the Contractor is not disadvantaged by causes beyond its control and the Carrier is not disadvantaged by actions of the Contractor.
- (d) The normal week covers six (6) days, Monday to Saturday inclusive but totals an amount of 288 days as listed in Schedule A. A Carrier will not be deemed to be unavailable for the purposes of the safety net guaranteed adjustment if:
  - (i) The nominated plant is closed or unable to produce;
  - (ii) The agitator is unserviceable, except by accidental damage by the Carrier;
  - (iii) The Carrier is on approved annual leave (two (2) weeks per annum);
  - (iv) The Carrier takes sick leave (eight (8) days per annum);
  - (v) The Carrier has rostered day off (ten (10) days per annum); or
  - (vi) The Carrier is notified the prior day that he is not required or is rostered off at the direction of the Contractor.
  - (vii) The carrier takes a gazetted public holiday

#### 6.2 Safety Net for Carriers with Five (5) Year Contracts Specified in Clause 3.1 (c)

The safety net scheme detailed in Clause 6.1 above shall apply to these Carriers but on the basis that all figures used in Clause 6.1 shall be reduced by 50%. In all other respects the provisions of Clause 6.1 above shall apply to these Carriers.

### 7. Cartage Accounts

- (a)
  - (i) The Contractor shall prepare Recipient Created Tax Invoices ("RCTI's") in accordance with dockets issued by the Contractor to the Carrier during the course of the accounting period.
  - (ii) The RCTI's, as prepared by the Contractor, shall be itemised on a daily basis which will include data, docket numbers, quantity of loads, kilometres, extra payments, amount per load and job address.
  - (iii) All the above items will be totalled individually at the conclusion of the accounting period. The gross cartage figure should be shown, and any agreed deductions, e.g. income adjustments, fully itemised and a net figure then shown.
  - (iv) The accounting period will be fortnightly.
  - (v) Cartage accounts will be paid by electronic transfer within 10 working days following the end of each accounting period.
- (b)
  - (i) Account discrepancies relating to the immediately preceding pay period shall be settled promptly and in no case later than fourteen (14) days from the date of submission by the Carrier.

- (ii) Account discrepancies relating to other than the immediately preceding pay period shall be settled within thirty (30) days from the date of submission of the discrepancy.
  - (iii) Where, following settlement of an account discrepancy, an adjustment to payments is required such adjustment shall be made in the pay period following settlement.
- (c)
- (i) Where a Carrier utilises a fuel purchase card supplied by the Contractor, the Contractor may deduct from the Carrier's cartage payments an amount equal to the value of the fuel purchased through the card.
  - (ii) When a Carrier is overpaid, the Contractor shall supply appropriate details in writing to the Carrier who shall then immediately authorise the deduction of the amount of the overpayment from the next payment due to the Carrier. If a large overpayment is made to a Carrier (e.g. by computer error) then the Carrier must refund the overpayment to the Contractor immediately.
  - (iii) No other deduction can be made from the Carrier's account without the prior written authority of the Carrier or as otherwise authorised in this agreement.

### **8. Living Away from Home Allowance**

- (a) A Carrier engaged in work, which precludes him from reaching his usual place of residence at night, shall receive the benefits and conditions as detailed in the Award.

This sub-clause shall not apply to movements within the metropolitan areas of Sydney, Newcastle and Wollongong.

- (b) Where a Carrier is required to transfer to a working area which precludes him from returning to his normal place of residence each night, the Contractor where possible will provide the Carrier with at least twenty four (24) hours prior notice of the request.
- (c) Where a Carrier is transferred outside his normal working area, such transfer will be for a period not exceeding seven (7) days duration or longer by mutual agreement and will be done from a cyclic transfer roster.
- (d)
- (i) Transfer payment in addition will be paid at the rate of ("H") per km or part thereof that the Carrier is required to travel to and from the directed transfer location.
  - (ii) A transfer docket must be issued by the Contractor to the Carrier prior to departure, wherever possible, otherwise on arrival at the destination.
  - (iii) Should transfer be cancelled or redirected the relevant transfer docket will be adjusted by the Contractor immediately on the Carrier's return to the plant from which he was originally transferred.

### **9. Statutory Requirements and Insurance**

- (a)
- (i) A Carrier shall comply with the provisions of all current relevant statutes and regulations made there under in relation to the use or operation of the truck and the Carrier shall ensure payment of all lawful fees, licences and taxes in relation thereto.
  - (ii) Any variation in statutory requirements will vary the cartage rate accordingly.



- (b) A Carrier shall arrange insurance cover and keep current whilst working under this Contract Determination in respect of:
- (i) Motor vehicle comprehensive.
  - (ii) Motor vehicle third party/person.
  - (vi) Worker's compensation for the permanent driver as well as a casual driver.
  - (vii) Public liability cover to the value of \$10 million.
  - (viii) Public liability for damage by the agitator (extension).
- (Note: if the agitator itself is damaged by a negligent act of the Carrier then the Contractor shall not be liable to compensate the Carrier)
- (vi) Public liability wrong delivery (extension)
- (c) All insurance policies, registration and license details will be checked by the Contractor every twelve (12) months to ensure compliance with the provisions of this Clause. Carriers must produce copies to the Contractor of all necessary documents to demonstrate that insurances, registration and license requirements are current and valid.

Any documentation produced by Carriers pursuant to this clause will be subject to privacy legislation.

## 10. Loading

- (a) Size of Load
- (i) The Contractor has the right to nominate the size of load provided the Carrier has the right to refuse a load that is beyond the legal capacity of the vehicle or the rated capacity of the mixer.
  - (ii) Each Carrier will be required to submit their truck for weighing at an accredited weighbridge (or alternatively be weighed by the RTA in the plant or at another approved site) on a quarterly basis. The Contractor shall bear the expense of the weighing procedure but the Carrier must comply when directed by the Contractor to undergo weighing. The truck shall be weighed when fully laden with water (i.e. when the Wash Down Tank is full of water).
  - (iii) Each Carrier shall be loaded wherever possible to the maximum legal capacity of the Carrier's truck (based on the density of the concrete mix at the relevant time) except in the case of a single load or message. Notation: this requirement shall not apply where loading a truck to its maximum capacity would result in possible spillage, environmental problems or quality issues.
- (b) Loading Order
- (i) The initial daily starting order will be in accordance with a cyclic roster.
  - (ii) Thereafter all trucks will be loaded in order of their return to the plant with the exception of:
    - (a) Mini mix loads (less than 3 m<sup>3</sup>).
    - (b) Single load or message greater than the mixer capacity or legal carrying capacity of the truck next in line.
    - (c) Trucks with returned concrete.
    - (d) Notation: where the last load of the day or message can be sent in one (1) load so as to avoid extra cartage cost then the Contractor has the right to nominate a truck to take the

load even though that truck is not the next in line in the roster. If sending the load in more than one truck will not involve extra cartage cost then the loading order will not change.

- (iii) The Contractor will operate a fleet of vehicles driven by its employees. This fleet of company owned vehicles will work in all rosters on the same basis as the Carrier Fleet.
- (iv) The Contractor's employee driven vehicles will not be preferentially loaded.
- (v) The initial loading time and the initial plant from which such loading shall take place will be notified by the Contractor to each Carrier before the close of business on the previous day.

#### **11. Hazardous Approach to Job Site**

- (a)
  - (i) A Carrier shall have the right to refuse to enter upon ground which he considers unsafe or extraordinarily hazardous. If a Carrier does refuse entry and the delivery is completed on that day by other vehicles without the use of additional equipment then the Carrier that has refused entry will not be paid for the delivery or return cartage unless the load has been diverted to another job in which case his delivery to the alternate location will be paid as if it were a new delivery from the plant where batched to the alternate location.
  - (ii) If however the Carrier has notified the plant of the unsafe or hazardous job site and/or approach but attempts unsuccessfully to enter, he will be paid the cartage rate to and from the delivery site even if the delivery is ultimately completed, as above.
  - (iii) In all cases if the Carrier refuses to enter and the delivery is not completed on that day without the use of additional equipment the Carrier will be paid the total cartage rate to the job site plus return cartage if the load is returned to the plant if instructed by the Contractor, unless the load is diverted to an alternate location in which case the Carrier will be paid in accordance with 5.15 Diverted Loads, hereof.
  - (iv) If the Carrier is required to wait for instructions from the plant he will be paid at the rate of "D" per minute for the total time he is required to wait after he has notified his plant.
- (b) **Bogged Vehicles**
  - (i) Where a Carrier goes beyond the kerb to complete a delivery and his vehicle becomes bogged or is otherwise rendered inoperative as a consequence of such attempted delivery, the Contractor will arrange the services of an experienced salvage contractor to extricate the vehicle as soon as possible and will bear all costs for those arrangements.
  - (ii) It will be the Contractor's responsibility to ensure that the salvage contractor selected is covered by the appropriate insurance policy to rectify any damage that the salvage contractor may cause to the Carrier's vehicle during the extrication process.
  - (iii) Waiting time will be paid to the Carrier from the time the Carrier notifies the plant until the time of completion of extrication.
  - (iv) Provided further that the reimbursement provision shall not apply where the vehicle becomes inoperative as a direct result of the Carrier's gross negligence or deliberate actions.
- (c) The Carrier shall be responsible for damage to property or vehicle arising from off-kerb delivery provided that the Carrier will not have responsibility in situations where the Carrier has been prevented from exercising due care (e.g. where a third party has given the Carrier poor directions which resulted in damage) or where the Carrier has properly notified the customer of the risk of damage. Damage claims are to be settled quickly.

### 12. Availability of a Suitable Vehicle

- (a) It is the obligation of the Carrier on each working day to personally supply, man, operate, and keep serviceable, the vehicle. Any variation to this obligation will require notification from either party.
- (b)
- (i) No vehicle shall be brought into service without prior approval by the Contractor. The Carrier must advise the Contractor in writing when a vehicle is to be introduced to the fleet by the Carrier.
- (ii) The Contractor shall have the discretion to refuse to load a vehicle that is unregistered or obviously defective.
- If the vehicle is subsequently shown by the Roads and Traffic Authority not to be defective the Carrier will be paid as compensation at the rate "J" per hour or part thereof from the time the load was refused until the Contractor agrees to load the vehicle, with a maximum of eight (8) hours per day together with any additional statutory charges.
- (c) An unserviceable vehicle shall be repaired as soon as practicable.
- (d) Where a Carrier is unable to report for work with his vehicle he shall arrange for the Contractor to be informed at the earliest possible moment of the reason and the anticipated period of absence.
- (e) When a Carrier is required to submit his vehicle to the Road & Traffic Authority for annual inspection, he shall inform the Contractor 4 weeks prior to his registration renewal date or on receipt of his inspection notification whichever is the earlier. If a reinspection is required due solely to a defective agitator, then a transfer fee of "G" per km or part thereof will be paid by the Contractor to the Carrier for the distance travelled to the nominated inspection station from the base plant plus any inspection fees payable. In addition the Contractor will pay the Carrier at the rate of "N" per hour or part thereof for all time lost each day that he is prevented from his duties pursuant to this Contract Determination to a maximum of 8 hours each day.

### 13. Responsibility for Load

- (a) The Contractor will ensure that the load is batched, with the intent that the quantity of water required to adjust the slump does not exceed 10% of the total water required to bring that load up to specification.
- (b)
- (i) A Carrier shall ensure that the load is properly mixed as required by the Contractor's instructions and that the slump of the concrete will be in accordance with Australian Standard AS 1379:
- |     |                                     |                     |
|-----|-------------------------------------|---------------------|
| (a) | Less than 60mm.                     | plus or minus 10mm; |
| (b) | More than 60 and less than 80mm.    | plus or minus 15mm; |
| (c) | More than 80 and less than 110mm    | plus or minus 20mm; |
| (d) | More than 110mm and less than 150mm | plus or minus 30mm; |
| (e) | More than 150mm.                    | plus or minus 40mm. |
- (ii) The slump requirements detailed above must be met by the Carrier before the carrier leaves the plant to deliver the load in question. The Carrier has the right to adjust the slump up to the point of discharge in order to ensure the slump is accurate.
- (c) The agitator drum must be kept turning at all times when it contains concrete other than kerb maker or low slump concrete.

- (d)
- (i) A Carrier shall visually inspect each load prior to leaving the plant and shall advise the Contractor of any apparent unusual features of the load which may have occurred due to batching error, plant failure, or contamination.
  - (ii) Any failure to report any obvious unusual feature arising from a visual inspection shall be dealt with in accordance with the Disputes Procedure herein.
- (e) When a load is rejected at a job site because the slump is outside the nominated tolerance contained herein, or the Carrier has not visually inspected the load prior to leaving the plant the Carrier will not be paid for the cartage. If the load is subsequently dumped the Carrier shall refund to the Contractor the materials cost as detailed in the Bill of Materials (BOM) in circumstances where the slump is so grossly out of specification (i.e. two times the tolerance) that the Carrier has failed the duty of care.
- (f) The Carrier is responsible to ensure that all delivery dockets are signed by the customer and properly completed in all relevant sections. Where this is not done the Carrier may not be paid for the load.
- (g) A Carrier shall collect money from COD customers for all concrete charges, including the waiting time. All moneys collected shall be submitted in full (as soon as possible) to the plant manager or allocator, who shall immediately issue the Carrier with a receipt.
- (h)
- (i) The Carrier shall immediately advise the Contractor where practicable by two-way radio, or telephone if immediately available where a two-way radio is not provided, when a COD payment is not collected or a dispute arises between the Carrier and the customer.
  - (ii) Carriers are not required to carry a float for the purposes of provided a change facility.
  - (iii) The Carrier will take all due care for any money collected.
- (i) In the case of a delivery of concrete to a kerb-making machine, the Carrier assumes no responsibility for the slump of the load as it is delivered in an "as batched" condition. However the Carrier will remain responsible for the detection of obvious problems such as high slump or complete absence of cement.
- (j) Where an additive is added by the customer or third party after batching, the Carrier is automatically absolved of any responsibility for the slump.
- (k) The concrete specification as shown on the cartage docket cannot be changed by any party after batching.
- (l)
- (i) Where returned concrete is re-used and is more than 1 1/2 hours old at the time of reloading, and the return cartage is greater than 0.8 m<sup>3</sup> and topped up, the Contractor will assume full responsibility for the load, thus excluding the Carrier from his responsibility for the slump of the load.
  - (ii) The Carrier will assume responsibility for any breaches in vehicle legal load limits in relation to this matter as the Contractor has given the Carrier the discretion to dump any concrete from that topped-up load that the Carrier may deem to place him in breach of his vehicle's legal load limit.

#### **14. Breakdowns**

- (a)
  - (i) Neither the Contractor or Carrier shall be responsible to each other for any loss resulting from plant mixer and/or vehicle breakdowns except in the situation set out in clause 5.11 (Standby Function).
  - (ii) In the situation of a plant breakdown sufficient trucks should be transferred to the plant where the work is being diverted to, in order to provide sufficient customer service.
- (b) In any situation where either the truck or the mixer breaks down and the Carrier is carrying concrete then the Carrier must immediately notify the Contractor. The Contractor shall then assume the responsibility of dealing with the matter however the Carrier is obliged to co-operate fully with the Contractor in order to avoid any damage to the mixer. The Carrier shall not be required to participate in the actual removal of the concrete from the agitator.

#### **15. Two-Way Radio and GPS Equipment**

- (a) The Carrier shall agree to the installation of two-way radio and GPS equipment on his vehicle. All equipment shall be installed by the Contractor's approved technician and such installation shall be of a professional standard. The installation shall include all necessary equipment, and the complete installation shall be undertaken at no cost to the Carrier.
- (b) When such equipment is removed the Contractor shall make good the bodywork.
- (c) The Carrier shall take due care to ensure adequate protection of the equipment.
- (d) The equipment is to be operated and appropriate procedures are to be followed as laid down by the Contractor.
- (e) The Contractor shall be responsible for the maintenance of the two-way radio and GPS equipment.
- (f) The Contractor shall provide to the Carrier at no cost the Carrier, all stationery required to properly operate the GPS equipment and any other monitoring equipment installed in the vehicle as required by the Contractor.

#### **16. Provision of Mixer**

- (a)
  - (i) The Contractor shall be responsible for the provision of a mixer with a mixing capacity of not less than 5 m<sup>3</sup> and its safe and proper initial fitting to the Carrier's vehicle in accordance with the specifications of the respective manufacturers, including the supply of new bolts, clearance lights, mud flaps and protective chassis/agitator cover plate acceptable to the Carrier.
  - (ii) If an agitator is reasonably required by the Carrier or the Contractor to be removed at any time for any reason, the total cost of agitator removal and replacement will be borne by the Contractor.
- (b) After the initial fitting referred to in 16(a) hereof the Carrier shall be responsible for the mixer being properly secured to the vehicle. The Carrier will be responsible for all maintenance and replacement of clearance lights, globes and mud flaps. Mudflaps will be supplied to the Carrier by the Contractor free of charge.
- (c) The Carrier by mutual agreement may have the U bolts adjusted by a qualified mechanic and the costs incurred will be paid by the Contractor provided that the Contractor's workshop shall have the opportunity of undertaking the adjustments. The appropriate transfer fees will be paid to the Carrier by the Contractor.

- (d)
- (i) The mixer shall remain the property of the Contractor and on completion of its use will be removed by the Contractor at a location nominated by the Contractor at a time mutually agreed between the carrier and the contractor by in any event, within forty eight (48) hours.
  - (ii) The Contractor will pay to the Carrier a transfer fee of "G" per km or part thereof to and from the nominated location.
  - (iii) The Carrier will be paid at the rate of "N" per hour by the Contractor to allow for the Contractor's removal of the mixer from the Carrier's vehicle.

(e) Hydraulic Mixers

The Contractor will provide regular maintenance in accordance with the mixer manufacturer's recommendations at no cost to the Carrier. All modification and fitting work is to be done expeditiously and in any case not longer than 5 working days. The Carrier will be paid by the Contractor at the rate of "N" per hour to a limit of 8 hours per day.

### 17. Mixer Care and Maintenance

- (a) A Contractor's mixer is in the care of the Carrier who shall keep the unit clean and tidy to the satisfaction of the Contractor.
- (b)
  - (i) A Carrier undertakes to exercise all reasonable care of the mixer. The mixer shall be thoroughly washed out and cleaned down as required and surfaces treated in preparation for the next day's work.
  - (ii) All cleaning materials and equipment necessary for cleaning the agitator will be supplied by the Contractor and shall comply with any and all statutory requirements and regulations.
- (c) The Carrier shall report any and all apparent maintenance requirements to the Contractor.
  - (i) The Carrier shall convey the mixer to the workshop for repairs or maintenance as requested by the contractor. Such repair or maintenance requirements will be carried out wherever possible outside normal Carrier's operating hours and all work will be completed as soon as possible and without delay. If any delay is experienced by the Carrier for reasons beyond his control, the Carrier will be paid by the Contractor at the rate of "N" per hour or part thereof to a maximum of eight (8) hours per day.
  - (ii) The Carrier will be paid for transfers to and from the workshop at the rate of "G" per km or part thereof and the forward and return journey will be treated separately. If the Carrier is required to wait for his vehicle he will be paid at a rate of "K" per hour or part thereof. If he is not required to wait, a means will be provided by the Contractor at the Contractor's cost to convey the Carrier to his place of residence and return him to the workshop as when required.
- (d) The Carrier shall be responsible for minor maintenance as described below:
  - Greasing
  - Cleaning
- (e)
  - (i) The Contractor shall be responsible for the removal of hardened concrete build-up from the inside of the agitator, a process commonly known as de-dagging.

- (ii) All de-dagging will be carried out strictly in accordance with the agreed procedure and in compliance with all statutory health and safety regulations.
- (iii) All de-dagging work will be conducted outside normal working hours or otherwise by mutual agreement between the Carrier and the Contractor.
- (iv) It shall be the responsibility of the Carrier to properly wash out the mixer on at least a daily basis (or as instructed by the Contractor).
- (f) The Contractor shall be responsible for all major maintenance to the mixer.
- (g) The Carrier is responsible for provision of the fuel to run the truck.
- (h) The Contractor is responsible for the provision of oil and grease for the mixer.
- (i) The Contractor's mixer is to be parked only in places approved by the contractor. The Carrier is not responsible for any loss or damage to the Contractor's equipment when so parked. The Carrier is responsible to make their truck and mixer available for servicing when required by the Contractor.
- (j) A Carrier will not be responsible for any damage to the mixer whatsoever except in the case of a Carrier's negligence or deliberate action.

#### **18. Painting and/Or Signwriting of the Mobile Unit**

- (a) The Contractor shall arrange for periodical painting and/or sign writing of the mobile unit.
- (b)
  - (i) All painting (including sandblasting) is to be done expeditiously, weather permitting, in not more than 8 working days using a quality of paint that is acid resistant and capable of withstanding the arduous conditions of the industry. The painting will be undertaken by a recognised truck painting contractor and the standard of finish will be not less than that provided by tradesmen specialising in this field.
  - (ii) All necessary surface preparations and procedures recommended by the paint manufacturers will be strictly adhered to in order to ensure a professional standard of outcome.
- (c) The mobile units will be repainted at intervals deemed appropriate by the Contractor.
- (d) For the purpose of this clause "mobile unit" shall mean the complete truck and agitator including all their components and external surfaces without exception.
- (e) For all times in excess of 8 working days or where a vehicle has to be returned for repainting or painting repairs, the Carrier will be paid by the Contractor at the rate of "N" per hour or part thereof with a maximum per day of 8 hours plus all relevant transfer fees, waiting time and the reimbursement of all travelling costs.

#### **19. Manning**

- (a) A Carrier when employing an alternate driver shall engage the driver under terms and conditions of the Transport Industry (State) Award and shall require the driver to observe the terms of this Contract Determination in the operation of the vehicle.
- (b) A person operating the truck of the Carrier pursuant to this Arrangement must first be fully inducted and approved in writing by the Contractor.
- (c) A Carrier shall be the permanent operator of the vehicle except on a period of absence approved by the Contractor.

- (d) A Carrier and/or driver shall act in the best interests of the Contractor at all times. In the event of a dispute arising in respect of this clause, the procedure in clause 24 Disputes Procedures shall be observed.
- (e)
- (i) A Carrier shall ensure that the driver of the vehicle holds the appropriate class of driver's licence as required by the Roads & Traffic Authority.
- (ii) In the event that the driver has his licence suspended or cancelled, the Carrier must immediately inform the Contractor in writing of that fact and that person must not drive the truck under any circumstances.

### 20. Uniforms

- (a) A Carrier and/or his driver shall maintain an acceptable neatness of dress and appearance.
- (b)
- (i) Where a uniform is required to be worn by the Carrier, then such uniform shall be supplied free of charge to the Carrier by the Contractor.
- (ii) A satisfactory quantity of clothing is to be supplied with a minimum of 4 day's fresh apparel.
- (iii) Clothing issues to Carriers will be on a points system per item. From the date of this Arrangement each Carrier will be entitled to receive uniforms totalling eight (8) points per year.
- Uniform item points are as follows:
- |                              |          |
|------------------------------|----------|
| Two shirts (short or long)   | 2 points |
| Two trousers (short or long) | 2 points |
| Two pairs of overalls        | 4 points |
| Four t-shirts                | 4 points |
| One winter jacket            | 4 points |
- (c) New entrants into the industry must receive an initial double uniform issue.
- (d) Wet weather and safety gear is to be supplied in accordance with the Award.

### 21. Amenities

All amenities are to comply with relevant legislation and to be not less than those enjoyed by an employee under the Award. The appropriate facilities should be maintained and kept thoroughly clean and hygienic at all times by the Contractor. Carriers will conduct themselves in a tidy and appropriate manner.

### 22. Fleet Size

Subject to the terms of this Contract Determination the Contractor shall have the absolute discretion to vary its fleet size in any manner and for any reason.

### 23. Commitment to Training

- (a) The parties to this Contract Determination recognise the mutual benefits to be gained through a greater commitment to training and, accordingly, each party commits itself to attending appropriate training programs in order to increase the competitive performance of the Contractor and its Carriers. Carriers would be required only to attend training programs outside the Contractor's concrete production hours where mutually agreed.



- (b) When training is undertaken at the request of the Contractor it will be undertaken at no cost to the Carrier.
- (c) If a Carrier is required to attend such training the Carrier shall be paid at the rate of "K" per hour or part thereof plus the appropriate penalty rates plus all allowances covered by the Award plus travelling expenses to and from his residence at the rate of "L" per km or part thereof.
- (d) A prospective Carrier shall spend a minimum of 2 weeks training to operate the mixer, slump, etc., including a training period of one day in the contractor's Quality Control Laboratory under the Contractor's supervision followed by one day field testing under the supervision of the Contractor's testers.
- (e) All Carriers engaged pursuant to this Arrangement must obtain Certificate 3 in Transport and Distribution (Road Transport) through an approved training provider. All carriers must be signed up to a course to complete this certificate training prior to 1 November 2005. Thereafter new entrants to the Hanson fleet must sign up to the course when they commence.

#### **24. Disputes Procedure**

- (a) It is understood and accepted by all parties to this Contract Determination that work shall continue normally during all negotiations and any necessary proceedings.
- (b) When there is a disagreement, the Carrier shall attempt to resolve the matter by negotiating with the Contractor or his representative on site.

A Carrier elected as a Yard Delegate shall upon notification to the Contractor by the union be recognised as the accredited representative of the union. Yard delegates and Executive Committee members will be provided with reasonable access to and use of a telephone at no cost for the purpose of union matters.

- (c) Where the matter is not resolved, the Yard Carrier Delegate shall attempt to resolve the matter by negotiation with the Contractor or his representative on site. Where applicable the Carrier's executive delegate or his representative may be party to further negotiations with the Contractor.
- (d) If the matter remains unresolved the Chairman of the Industry concrete section or his representative of the Union along with an official of the Union and the Company's executive delegate shall be party to continued negotiations with the Contractor.
- (e) If the matter remains unresolved the Secretary, Assistant Secretary or the representative of the Union may be party to continued discussions/ negotiations with the relevant representatives of the Contractor.
- (f) If the matter is unresolved the matter will be notified to the Industrial Relations Commission of New South Wales.

#### **25. Rostering**

- (a) The Contractor undertakes that it will operate rosters to ensure that plant utilisation for Carriers is effective for all parties.
- (b) The Contractor will not roster-off a Carrier simply because he is earning in excess of the average plant utilisation applicable during the relevant period.
- (c) Those rosters will include:
  - (i) Daily start cyclic roster
  - (ii) Daily transfer cyclic roster
  - (iii) Period (not exceeding one month) transfer cyclic roster.

- (iv) Roster-off roster (where there are vehicles surplus to customer requirements) as per the agreed Business Rules.
- (d) The Contractor shall regularly consult with Carrier representatives to ensure the utilisation system is operating effectively.
- (e) If it is found that a Carrier or Carriers are experiencing low utilisation then the Contractor may move those Carriers to other locations with a view to improving their utilisation

#### **26. Plant Stored Carrier's Equipment**

The Contractor will provide sufficient space for the safe storage of equipment that is reasonably necessary to assist in the efficient and effective running of the Carrier's cartage business.

#### **27. Business Viability**

- (a) Where the available work at a plant falls below a level, which is viable for the Carrier or Carriers at that plant, then the Contractor may transfer the Carrier or Carriers to another plant.
- (b) If a Carrier refuses to accept a transfer in the circumstances of subclause (a) hereof then the matter shall be dealt with through the Disputes Procedure. In all circumstances the Carrier shall remain free to resign from the fleet or sell his contract subject to the terms of this Contract Determination.

#### **28. Occupational Health and Safety**

- (a) The Contractor will establish a Safety Committee with a maximum of two Carriers representatives elected to the Committee.
- (b)
  - (i) The Contractor will pay each elected Carrier's safety officer for any and all time such Carrier spends in relation to their duties as safety officers as requested by the Contractor.
  - (ii) Such Carrier will be paid promptly but in any case not later than 14 working days from the date their time is expended.
  - (iii) In addition, the safety officer will be paid by the Contractor at the rate of "K" per hour or part thereof plus the Award penalty rate travelling time to a maximum of half hour each way plus "L" per km or part thereof that he is required to travel from his base plant or place or residence whichever is the greater, to and from the respective location requiring his presence.

#### **29. Environment Protection and Pollution Control**

- (a) Operational Procedures

The Contractor will provide the Carrier with a written procedure relating to the delivery of concrete. It is the Contractor's responsibility to ensure that this procedure complies with all requirements of the relevant Act with respect to environment protection and pollution control. It is the Carrier's responsibility to comply with the Contractor's reasonable written procedures.

- (b) Contractor's/Carrier's Liability

The Contractor will indemnify the Carrier against all claims for cost, damages and/or legal expenses and any further liabilities that may arise whilst performing his duties as a Contractor's Carrier in accordance with the Contractor's operational procedures or if none are available, the usual custom and practice save for liability arising as a direct consequence of the Carrier's gross negligence or deliberate action.

**30. Contractor's Subsidiary Companies**

The Contractor undertakes that it will not use any of its subsidiaries or related corporations to restrict or reduce the optimum utilisation of its contract carrier fleet.

**SCHEDULE A****RISE AND FALL**

	Cost Elements	Cost Values \$	Description/Explanation
<b>SECTION A: FIXED COSTS:</b>			
Truck & insurance costs			
Truck Registration (6 wheeler)	1,182.00	1,182.00	NSW registration cost for six wheeler
CTP Insurance	1,674.00	1,674.00	CTP cost
Current Truck Valuation =	130,035.00		GST Excl cost of new Iveco/Mack six wheeler concrete truck
Truck insurance rate	2.85%		
Truck insurance rate is for a 40% no claim as average	3,706.00	3,706.00	Comprehensive insurance rate with 40% no claim bonus Cost of comprehensive insurance based on insurance rate and value of new truck
Public Liability (incl agi extension, wrong delivery) insurance	393	393.00	Public liability insurance cost from Aussie, with a \$10m limit.
Workers' compensation insurance%	9.625%		NSW workers compensation insurance rate for concrete truck employees
Labour Costs			
Owner Driver Labour Costs			
Driver			
Base award Rate	13.86		Award rate for Mixed Enterprises state award
Working Weeks	48.00		Number of weeks truck is available with LOD as driver
Normal Time	25,280.64	25,280.64	Calculation of normal time weeks @38hrs/ week, working weeks and award rate
Slump Allowance	17.26		Award rate for slump allowance(weekly rate)
Slump allowance pa	828.48	828.48	Slump allowance pa based on allowance and weeks available
Superannuation %	9%		Statutory superannuation contribution rate
Superannuation on normal time earnings	2,349.82	2,349.82	Superannuation cost pa on normal time earnings and slump allowance
Leave Loading %	17.5%		Statutory leave loading factor
Leave loading pa	368.68	368.68	Leave loading based on four weeks leave, 38hrs/week, and base award rate
Long Service Leave	456.46	456.46	Long Service leave cost based on 13 weeks for 15 years service, 38hrs per week and base award rate
Union Picnic Day	105.34	105.34	Picnic day cost, based on 7.6 hr day at base award rate
Workers Compensation	2,602.56	2,602.56	Workers compensation cost based on workers compensation cost rate %, and earnings (normal time, slump, leave loading, long service leave and picnic day)

Casual Driver Labour Costs			
RDO's assumed worked by a casual (days)	3.00		Number of RDO's
Casual hours per day	7.60		
Concrete Driver - base wage rate	14.44		Base rate \$/hr for concrete driver based on T I State Award
Casual loading	15%		Casual employee loading factor
Casual rate per hour	17.99		Casual employee hourly rate based on casual loading factor on concrete driver wages
Casual Wages for RDO	410.17	410.17	
Slump Allowance	17.26		
Slump allowance pa		-	
Annual Leave	2.00		Number of weeks casual is required to replace LOD
Casual hours	40.00		Hours per week a casual works
Normal Time	1,439.19	1,439.19	Cost of casual based upon casual hourly rate, weeks required and hours worked per week
Slump Allowance (2 weeks)	34.52	34.52	Slump allowance to casual based on slump allowance rate and number of weeks casual is required
Overtime			
Owner Driver Labour Costs			
Time & half hours per week	5.50		Number of hours worked by LOD at time & half
double time hours per week	4.00		Number of hours worked by LOD at double time
Overtime pa	10,810.80	10,810.80	Overtime cost based on over time hours and base award rate
Total Labour Costs		44,686.64	Total Labour related cost
Other Fixed Costs			
Depreciation			
Residual %	30%		Residual value of truck at end of life of contract. % of truck value
Initial age of truck (average)	2.00		Age of truck (Yrs) at start of contract
Life of contract	9.00		Period of contract remaining (Yrs)
Depreciation pa	8,274.95	8,274.95	Depreciation of truck pa. Annual value calculated on the decrease in value of the truck (initial value less residual) over the life of the contract
Administration	2,500.00	2,500.00	Cost estimate for administration
Incorporation establishment fee	175	175.00	Amortised cost estimate of company incorporation costs over a 10 year period
Statutory postage and miscellaneous expenses	267	267.00	Cost estimate for postage & misc costs
Interest/profit	6500	6,500.00	Agreed fixed profit component in LOD contract
TOTAL FIXED COSTS		69,358.60	
Utilisation rate	6000		Utilisation rate (M3 pa) to calculate the load fee

Load Fee		11.56	Load fee based on total fixed costs divided by utilisation
<b>SECTION B: RUNNING COSTS</b>			
Utilisation for running costs	6000		Utilisation rate for calculation of running costs - fixed for the duration
<b>Tyres</b>			
Steer tyre cost	538		Cost of a steer tyre (each) based upon the retail price of a Dunlop SP370.
Steer tyres per year	2		Number of steer tyres requiring replacement each year
Steer cost pa	1076	1,076.00	Cost of steer tyre replacements pa, based on cost per tyre and number of tyres replaced
Recap tyre cost ea	145		Cost of a recap tyre
Recap tyres per year	10		Number of recap tyres replaced each year
Recap cost pa	1450	1,450.00	Recap tyre replacement cost based on cost per tyre and number of tyres.replaced
Puncture cost ea	28.86		Cost of puncture repair
Punctures pa	16		Number of punctures each year
Puncture cost pa	461.76	461.76	Cost of puncture repairs each year based upon cost per puncture and number of punctures occurring pa.
Cases cost ea	95		Cost of Cases each
Cases pa	5		Number of cases required each year
Cases cost pa	475	475.00	Cost of cases each year based on cost per case and number of cases required each year
Disposal of cases ea	10.5		Case disposal cost per case
Disposals of cases pa	5		Number of case disposed of per year
Total cost of disposals pa	52.5	52.50	Cost of disposals based on cost per case and number per year
Total tyre cost		3,515.26	
<b>Repairs &amp; maintenance</b>			
Maintenance cost	5980	5,980.00	Annual cost of maintenance
Major Repairs provision	2500	2,500.00	Annual allowance for major repairs, based on \$22,500 over contract life
CPI @ start of contract	145		CPI at start of contract
CPI @ present date	145		CPI at review date
Total repairs & maintenance		8,480.00	
<b>Fuel</b>			
Avg Lead	8.58		Average lead of LOD fleet
Avg Load	5.1		Average load size for LOD fleet
Fuel usage rate	1.4		Fuel usage km/litre, based on Cummins 265
Fuel cost (Gross)	119.8		Cost per litre of distillate - based on benchmark rate
Fuel Cost - Rebate	18.51		Rebate \$/litre
Fuel cost - net	101.29		Net cost per litre of distillate

Number of loads pa	1,176		Number of loads pa, based on utilisation and average load size
Distance travelled pa	20,188		Distance travelled based on number of loads and average lead
Fuel consumed (litres) pa	14,420		Fuel consumed per year based on kilometres travelled and fuel usage rate
Total fuel cost	14,606	14,606.19	Annual fuel cost based on fuel consumed pa and net fuel cost per litre
Profit	7,000	7,000.00	Agreed variable profit element
Total Running Costs		33,601.45	Total running costs
Metre Kilometres travelled	51480		Total metre kilometres travelled (utilisation x average lead)
Running cost per m <sup>3</sup> /kilometre		0.65	Running rate (running costs divided by total metre kilometres)
Surcharges		2.67	Agreed rate per cubic metre for transfers and surcharges. To be varied by reference to the CPI
Overtime Surcharge			
Overtime Surcharge - time & half per 100m <sup>3</sup>	0.15		Number of time & half overtime hours worked per week for each additional 100m <sup>3</sup> above 6,000m <sup>3</sup>
Overtime Surcharge - double time per 100m <sup>3</sup>	0.15		Number of double time overtime hours worked per week for each additional 100m <sup>3</sup> above 6,000m <sup>3</sup>

**SCHEDULE A**

**Utilisation Rates**

Utilisation 6000

m3 km

km	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
3	48.54	48.58	48.54	50.49	52.44	54.39	56.34	58.29	60.24	62.19	64.14	66.09	68.04	69.99	71.94	73.89	75.84	77.79	79.74	81.69
3.1	50.16	50.16	50.16	52.17	54.19	56.20	58.22	60.23	62.25	64.26	66.28	68.29	70.31	72.32	74.34	76.35	78.37	80.38	82.40	84.41
3.2	51.78	51.87	51.78	53.86	55.94	58.02	60.10	62.18	64.26	66.34	68.42	70.50	72.58	74.66	76.74	78.82	80.90	82.98	85.06	87.14
3.3	53.39	53.39	53.39	55.54	57.68	59.83	61.67	64.12	66.26	68.41	70.55	72.70	74.84	76.99	79.13	81.28	83.42	85.57	87.71	89.86
3.4	55.01	55.01	55.01	57.22	59.43	61.64	63.85	66.06	68.27	70.48	72.69	74.90	77.11	79.32	81.53	83.74	85.95	88.16	90.37	92.58
3.5	56.63	56.63	56.63	58.90	61.18	63.45	65.73	68.00	70.28	72.55	74.83	77.10	79.38	81.65	83.93	86.20	88.48	90.75	93.03	95.30
3.6	58.25	58.25	58.25	60.59	62.93	65.27	67.61	69.95	72.29	74.63	76.97	79.31	81.65	83.99	86.33	88.67	91.01	93.35	95.69	98.03
3.7	59.87	59.87	59.87	62.27	64.68	67.08	69.49	71.89	74.30	76.60	79.11	81.51	83.92	86.32	88.73	91.13	93.54	95.94	98.35	100.75
3.8	61.48	61.48	61.48	63.95	66.42	68.89	71.36	73.83	76.30	78.77	81.24	83.71	86.18	88.65	91.12	93.59	96.06	98.53	101.00	103.07
3.9	63.10	63.10	63.10	65.64	68.17	70.71	73.24	75.78	78.31	80.85	83.38	85.92	88.45	90.99	93.52	96.06	98.59	101.13	103.66	106.20
4	64.72	64.72	64.72	67.32	69.92	72.52	75.12	77.72	80.32	82.92	85.52	88.12	90.72	93.32	95.92	98.52	101.12	103.72	106.32	108.92
4.1	66.34	66.34	66.34	69.00	71.67	74.33	77.00	79.66	82.33	84.99	87.66	90.32	92.99	95.65	98.32	100.98	103.65	106.31	108.98	111.64
4.2	67.96	67.96	67.96	70.69	73.42	76.15	78.88	81.62	84.34	87.07	89.80	92.53	95.26	97.99	100.72	103.45	106.18	108.91	111.64	114.37
4.3	69.57	69.57	69.57	72.37	75.16	77.96	80.75	83.55	86.34	89.14	91.93	94.73	97.52	100.32	103.11	105.91	108.70	111.50	114.29	117.09
4.4	71.19	71.19	71.19	74.05	76.91	79.77	82.63	85.49	88.35	91.21	94.07	96.93	99.79	102.65	105.51	108.37	111.23	114.09	116.95	119.81
4.5	72.81	72.81	72.81	75.73	78.66	81.58	84.51	87.43	90.36	93.28	96.21	99.13	102.06	104.98	107.91	110.83	113.76	116.68	119.61	122.53
4.6	74.43	74.43	74.43	77.42	80.41	83.40	86.39	89.38	92.37	95.36	98.35	101.34	104.33	107.32	110.31	113.30	116.29	119.28	122.27	125.26
4.7	76.04	76.04	76.04	79.10	82.15	85.21	88.26	91.32	94.37	97.43	100.48	103.54	106.59	109.65	112.70	115.76	118.81	121.87	124.92	127.98
4.8	77.66	77.66	77.66	80.78	83.90	87.02	90.14	93.26	96.38	99.50	102.62	105.74	108.86	111.98	115.10	118.22	121.34	124.46	127.58	130.70
4.9	79.28	79.28	79.28	82.47	85.65	88.84	90.02	95.12	98.39	101.58	104.76	107.95	111.13	114.32	117.50	120.69	123.87	127.06	130.24	133.43
5.	80.90	80.90	80.90	84.15	87.40	90.65	93.90	97.15	100.40	103.65	106.90	110.15	113.40	116.65	119.90	123.15	126.40	129.65	132.90	136.15
2.1	82.52	82.52	82.52	85.83	89.15	92.46	95.78	99.09	102.41	105.72	109.04	112.35	115.67	118.98	122.30	125.61	128.93	132.24	135.56	138.87
5.2	84.13	84.13	84.13	87.51	90.89	94.27	97.65	101.03	104.41	107.79	111.17	114.55	117.93	121.31	124.69	128.07	131.45	134.83	138.21	141.59
5.3	85.75	85.75	85.75	89.20	92.64	96.09	99.53	102.98	106.42	109.87	113.31	116.76	120.20	123.65	127.09	130.54	133.98	137.43	140.87	144.32
5.4	87.37	87.37	87.37	90.88	94.39	97.90	101.41	104.92	108.43	111.94	115.45	118.96	122.47	125.98	129.49	133.00	136.51	140.02	143.53	147.04
5.5	88.99	88.99	88.99	92.56	96.14	99.71	103.29	106.86	110.44	114.01	117.59	121.16	124.74	128.31	131.89	135.46	139.04	142.61	146.19	149.76
5.6	90.61	90.61	90.61	94.25	97.89	101.53	105.17	108.81	112.45	116.09	119.73	123.37	127.01	130.65	134.29	137.93	141.57	145.21	148.85	152.49
5.7	92.22	92.22	92.22	95.93	99.63	103.34	107.04	110.75	114.45	118.16	121.86	125.57	129.27	132.98	136.68	140.39	144.09	147.80	151.50	155.21
5.8	93.84	93.84	93.84	97.61	101.38	105.15	108.92	112.69	116.46	120.23	124.00	127.77	131.54	135.31	139.08	142.85	146.62	150.39	154.16	157.93
5.9	95.46	95.46	95.46	99.30	103.13	106.97	110.80	114.64	118.47	122.31	126.14	129.98	133.81	137.65	141.48	145.32	149.15	152.99	156.82	160.66
6.	97.08	97.08	97.08	100.98	104.88	108.78	112.68	116.58	120.48	124.38	128.28	132.18	136.08	139.98	143.88	147.78	151.68	155.58	159.48	163.38
6.1	98.70	98.70	98.70	102.66	106.63	110.59	114.56	118.52	122.49	126.45	130.42	134.38	138.35	142.31	146.28	150.24	154.21	158.17	162.14	166.10
6.2	100.31	100.31	100.31	104.34	108.37	112.40	116.43	120.46	124.49	128.52	132.55	136.58	140.61	144.64	148.67	152.70	156.73	160.76	164.79	168.82
6.3	101.93	101.93	101.93	106.03	110.12	114.22	118.31	122.41	126.50	130.60	134.69	138.79	142.88	146.98	151.07	155.17	159.26	163.36	167.45	171.55
6.4	103.55	103.55	103.55	107.71	111.87	116.03	120.19	124.35	128.51	132.67	136.83	140.99	145.15	149.31	153.47	157.63	161.79	165.95	170.11	174.27

6.5	105.17	105.17	105.17	109.39	113.62	117.84	122.07	126.29	130.52	134.74	138.97	143.19	147.42	151.64	155.87	160.09	164.32	168.54	172.77	176.99
6.6	106.79	106.79	106.79	111.08	115.37	119.66	123.95	128.24	132.53	136.82	141.11	145.40	149.69	153.98	158.27	162.56	168.85	171.14	175.43	179.72
6.7	108.40	108.40	108.40	112.76	117.11	121.47	125.82	130.18	134.53	138.89	143.24	147.60	151.95	156.31	160.66	165.02	169.37	173.73	178.08	182.44
6.8	110.02	110.02	110.02	114.44	118.86	123.28	127.70	132.12	136.54	140.96	145.38	149.80	154.22	158.64	163.06	167.48	171.90	176.32	180.74	185.16
6.9	111.64	111.64	111.64	116.13	120.61	125.10	129.58	134.07	138.55	143.04	147.52	152.01	156.49	160.98	165.46	169.95	174.43	178.92	183.40	187.89
7.	113.26	113.26	113.26	117.81	122.36	126.91	131.46	136.01	140.56	145.11	149.66	154.21	158.76	163.31	167.86	172.41	176.96	181.51	186.06	190.61
7.1	114.88	114.88	114.88	119.49	124.11	128.72	133.34	137.95	142.57	147.18	151.80	156.41	161.03	165.64	170.26	174.87	179.49	184.10	188.72	193.33
7.2	116.49	116.49	116.49	121.17	125.85	130.53	135.21	139.89	144.57	149.25	153.93	158.61	163.29	167.97	172.65	177.33	182.01	186.69	191.37	196.05

12 MMT	3000	3100	3200	3300	3400	3500	3600	3700	3800	3900	4000	4100	4200	4300	4400
Load Fee	23.12	22.37	21.67	21.02	20.40	19.82	19.27	18.75	18.25	17.78	17.34	16.92	16.51	16.13	15.76
Surcharges	2.67	2.67	2.67	2.67	2.67	2.67	2.67	2.67	2.67	2.67	2.67	2.67	2.67	2.67	2.67
Overtime Surcharge															
Sub Total	25.79	25.04	24.34	23.69	23.07	22.49	21.94	21.42	20.92	20.45	20.01	19.59	19.18	18.80	18.43
KM Rate	0.65	0.65	0.65	0.65	0.65	0.65	0.65	0.65	0.65	0.65	0.65	0.65	0.65	0.65	0.65
Rate @ 3 km	27.74	26.99	26.29	25.64	25.02	24.44	23.89	23.37	22.87	22.40	21.96	21.54	21.13	20.75	20.38
Rate @ 9 km	31.64	30.89	30.19	29.54	28.92	28.34	27.79	27.27	26.77	26.30	25.86	25.44	25.03	24.65	24.28
Earnings	94,919	95,771	96,623	97,475	98,327	99,179	100,031	100,883	101,735	102,587	103,439	104,291	105,143	105,995	106,847

12 MMT	4500	4600	4700	4800	4900	5000	5100	5200	5300	5400	5500	5560	5700	5800	5900
Load Fee	15.41	15.08	14.76	14.45	14.15	13.87	13.60	13.34	13.09	12.84	12.61	12.39	12.17	11.96	11.76
Surcharges	2.67	2.67	2.67	2.67	2.67	2.67	2.67	2.67	2.67	2.67	2.67	2.67	2.67	2.67	2.67
Overtime Surcharge															
Sub Total	18.08	17.75	17.43	17.12	16.82	16.54	16.27	16.01	15.76	15.51	15.28	15.06	14.84	14.63	14.43
KM Rate	0.65	0.65	0.65	0.65	0.65	0.65	0.65	0.65	0.65	0.65	0.65	0.65	0.65	0.65	0.65
Rate @ 3 km	20.03	19.70	19.38	19.07	18.77	18.49	18.22	17.96	17.71	17.46	17.23	17.01	16.79	16.58	16.38
Rate @ 9 km	23.93	23.60	23.28	22.97	22.67	22.39	22.12	21.86	21.61	21.36	21.13	20.91	20.69	20.48	20.28
Earnings	107,699	108,551	109,403	110,225	111,107	111,959	112,811	113,663	114,515	115,367	116,219	117,071	117,923	118,775	119,627

12 MMT	6000	6100	6200	6300	6400	6500	6600	6700	6800	6900	7000	7100	7200	7300	7400
Load Fee	11.56	11.37	11.19	11.01	10.84	10.67	10.51	10.35	10.20	10.05	9.91	9.77	9.63	9.50	9.37
Surcharges	2.67	2.67	2.67	2.67	2.67	2.67	2.67	2.67	2.67	2.67	2.67	2.67	2.67	2.67	2.67
Overtime Surcharge		0.06	0.11	0.17	0.22	0.27	0.32	0.36	0.41	0.46	0.50	0.54	0.58	0.62	0.66
Sub Total	14.23	14.23	13.97	13.85	13.73	13.61	13.50	13.39	13.28	13.18	13.18	12.98	12.89	12.79	12.70
KM Rate	0.65	0.65	0.65	0.65	0.65	0.65	0.65	0.65	0.65	0.65	0.65	0.65	0.65	0.65	0.65
Rate @ 3 km	16.18	16.18	15.81	15.63	15.46	15.29	15.13	14.97	14.82	14.67	14.53	14.39	14.25	14.12	13.99
Rate @ 9 km	20.08	20.08	19.82	19.70	19.58	19.46	19.35	19.24	19.13	19.03	18.93	18.83	18.74	18.64	18.55
Earnings	120,479	120,479	122,881	124,082	125,284	126,485	127,686	128,888	130,089	131,290	132,491	133,693	134,894	136,095	137,296



12 MMT	7500	7600	7700	7800	7900	8000
Load Fee	9.25	9.13	9.01	8.89	8.78	8.67
Surcharges	2.67	2.67	2.67	2.67	2.67	2.67
Overtime Surcharge	0.70	0.74	0.77	0.81	0.84	0.87
Sub Total	12.62	12.53	12.45	12.37	12.29	12.21
KM Rate	0.65	0.65	0.65	0.65	0.65	0.65
Rate @ 3 km	13.87	13.75	13.63	13.51	13.40	13.29
Rate @ 9 km	18.47	18.38	18.30	18.22	18.14	18.06
Earnings	138,498	139,699	140,900	142,101	143,303	144,504

**APPENDIX X**

**Concrete LOD's**

Appendix X Effective 1st November 2004			
Item	Symbol	Title	Rate Effective 01-Nov-04 6000MS Rate
			\$
1	A	Flag Fall	11.56
2	B	KM Rate	0.65
3	C	Mixing in Yard	42.69
4	D	Waiting Time	1.00
5	E	Standby Time	14.23
6	F	Penalty Rate	5.52
7	G	Transfer Fee to Workshop	1.95
8	H	Transfer General	1.30
9	I	Agitating Fee	0.19
10	J	Hourly Truck and Driver Hire	56.45
11	K	Hourly Carriers Labour	16.63
12	L	Carriers only - Travel Cost/Km	0.80
13	M	Concrete Dumping Fee	12.96
14	N	Standby Truck and Driver	38.03
15	O	Contractors Usage Rate	14.23

Contract Term		\$
10	Commencement Date of Contract	1/11/2004
10yr	Contract Safety Nett	69,359
10yr	Quarterly Review	17,340
10yr	Unavailable Deduction (per day)	241.00
5yr	Contract Safety Nett	34,679
5yr	Quarterly Review	8,670
5yr	Unavailable Deduction (per day)	120.00

P. J. SAMS D.P.

(1801)

SERIAL C3735

**BORAL RESOURCES (NSW) PTY LIMITED SYDNEY  
METROPOLITAN CONCRETE CONTRACT DETERMINATION**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Boral Resources (New South Wales) Pty Limited.

(No. IRC 132 of 2005)

Before Commissioner Connor

8 April 2005

**CONTRACT DETERMINATION**

**Preamble**

- A. Since in or about January 1995, Boral has engaged carriers to perform the work of carriage of concrete in the Sydney Metropolitan Area under the terms of a:
- (a) head contract of carriage deed (Head Contract); and
  - (b) contract of carriage agreement made and registered in or about January 1995 under section 675 of the *Industrial Relations Act 1991* (NSW) (Agreement).
- B. The assignable term of the Head Contract expires on 11 January 2005. The term of the Agreement has expired but it currently remains in force under the *Industrial Relations Act 1996* (NSW).
- C. Boral and the TWU and carriers engaged by Boral have conducted negotiations in relation to terms for a new head contract (New Head Contract) to replace the Head Contract and Boral and the TWU have conducted negotiations in relation to terms for a new contract determination to be made on termination of and to replace the Agreement. This is that contract determination.
- D. Boral and some carriers have agreed on terms for a New Head Contract to commence operation on or about 11 January 2005 and other carriers will leave Boral's current carrier fleet progressively during the period from 11 January 2005 to 30 April 2005 (Transition Period).
- E. Boral and the TWU have agreed that the Head Contract and the Agreement are to be terminated and that this contract determination will regulate terms and conditions as follows:
- (a) Part A will regulate terms and conditions during the Transition Period and will cease to operate on 30 April 2005 which is the last day of the Transition Period (Part A represents terms and conditions previously contained in the Agreement together with some further changes agreed by Boral and the TWU to deal with the Transition Period);
  - (b) Part B will come into operation on 1 May 2005 and will regulate terms and conditions after the Transition Period.
- F. The purpose of this introduction is to explain the background to this contract determination. The Head Contract and New Head Contract do not form part of this contract determination.

**PART A****Arrangement**

Clause No.	Subject Matter
1.	Interpretation
1.1	Definitions
1.2	Interpretation
2.	Area Incidence And Duration
3.	Clause Deleted
4.	Cartage Rate Structure
4.1	Deleted
4.2	Deleted
4.3	Deleted
4.4	Benefits Included In The Cartage Rates
4.5	Haulage Area
4.6	Cartage Zones
4.7	Minimum Load
4.8	Mixing In The Yard
4.9	Normal Delivery Hours
4.10	Waiting Time
4.11	Stand By Time Payment
4.12	Call-Out Fee
4.13	Out Of Hours Surcharges
4.14	Multiple Discharge Points And Customers
4.15	Diverted Loads
4.16	Left Over Concrete
4.17	Awaiting Diversion Advice
4.18	Road And Bridge Tolls
5.	Minimum Productivity Volume
6.	Cartage Accounts
7.	Living Away From Home Allowance
8.	Statutory Requirements And Insurance
9.	Loading
9.1	Size
9.2	Daily Loading Procedure
10.	Hazardous Approach To Job Site
10.1	Hazardous Approach
10.2	Bogged Vehicles
11.	Availability Of A Suitable Vehicle
12.	Responsibility For Load
13.	Breakdowns
14.	Communication Equipment
15.	Provision Of Mixer
16.	Mixer Care And Maintenance
17.	Painting And/Or Signwriting Of The Mobile Unit
18.	Union Membership And Delegates
19.	Manning
20.	Uniforms
21.	Amenities
22.	Fleet Size Variations
23.	Development And Training
24.	Grievance And Disputes Procedure
25.	Standard Rules And Conditions
26.	Occupational Health And Safety And Continuous Improvement Process
27.	Rostering And Equal Opportunity For Work
28.	Concrete Cartage In Alternative Vehicles

- 29. Plant Stored Operator's Equipment
- 30. Clause Deleted
  - 30A. Clause Deleted
- 31. Clause Deleted
- 32. Clause Deleted
- 33. Environment Protection And Pollution Control
  - 33.1 Operational Procedures
  - 33.2 Boral And Carrier's Liability
- 34. Finance/Purchasing
- 35. Company Future
- 36. Code Of Conduct And Operation Manual

#### Schedule

- Appendix 1 - Deleted
- Appendix 2 - Deleted
- Appendix 3 - Deleted
- Appendix 3A - Deleted
- Appendix 4 - Deleted
- Appendix 4A - Deleted
- Appendix 4B - Deleted
- Appendix 5
- Appendix 5A
- Appendix 6 - Deleted
- Appendix 6A
- Appendix 7
- Appendix 8

### 1. Interpretation

#### 1.1 Definitions

The following definitions apply in this document.

"Act" shall mean the *Industrial Relations Act* 1996.

"Award" shall mean the Transport Industry - Mixed Enterprises (State) Award as varied from time to time.

"Boral" shall mean the Principal Contractor in this Agreement who is Boral Resources (NSW) Pty Limited.

"Code of Conduct" shall mean the code referred to in Clause 36.

"Commission" means the Industrial Relations Commission of New South Wales.

"Concrete" shall mean a product whether mixed, blended or batched, that contains (but is not limited to) as a minimum: cement, aggregate, sand and water, mortar containing cement sand and water; grout containing cement, sand and water; slurry containing cement and water; or binders containing cement and sand - this definition is not contingent on the method of production, laying or description of the finished product.

"Conduct Committee" shall mean the committee formed for the purpose of reviewing day to day operations associated with the Code of Conduct and its efficient operation. Representatives of Operators on the Conduct Committee will be elected from time to time for a term not exceeding two (2) years, by you. Representatives of Boral will be selected by Boral.

"Consultative Committee" shall mean the committee formed for the purpose of reviewing day to day operations associated with this Part A and its smooth operation. Your Representatives will be elected for a term not exceeding two (2) years, by you. Boral Representatives will be selected by Boral.

"Contract of Carriage" shall mean as defined in the Act.

"Contract Determination" means this contract determination.

"Cyclic Roster" means a roster made up of truck numbers which dictates the selection of a particular vehicle for a function and is addressed from the first truck number to the last;

- (a) when the roster has been fully addressed, the roster then changes so that the truck number that was first becomes last while the truck number that was previously second then becomes first and each truck number is moved up one position in turn, and so on; and
- (b) each Operator shall start the day, when not rostered off, in order of a single cyclic roster and thereafter in order of return to plant.

"Mini truck" shall mean a truck with an agitator that has a mixing capacity of 2.8m<sup>3</sup> or less.

"Mixer" shall also mean agitator and vice versa.

"Operator" or "Carrier" shall mean a single operator owner driver trading as an incorporated body, and its successors and assigns who carry out a Contract of Carriage with Boral.

"Own or Ownership" shall in relation to a Mixer mean any circumstance where the Operator provides the mixer instead of Boral.

"Part A" shall mean Part A of this Contract Determination. "Part B shall mean Part B of this Contract Determination.

"Practicable" shall for the purposes of clause 4.6 and 4.18 mean open to general traffic.

"Principal Contractor" shall mean Boral and its assigns.

"Short Term Operator" means any operator engaged for a term not exceeding six (6) months for the purposes of Clause 22.

"Sydney Metropolitan Area" is for the purpose of this Part A, limited to the area in which concrete is produced within the following boundaries:

Stanwell Tops, Bulli, Mount Ousley, Appin, Razorback, Warragamba, Emu Plains, Sackville, Hawkesbury Bridge, Terry Hills, Palm Beach.

"Union" shall mean the Transport Workers' Union of New South Wales or its representative.

"Vehicle" may mean truck and mixer or truck only.

"Written authority" shall mean any approved document that bears the signature of the Carrier or Boral as the case may be.

"You" and "Your" means any and all operators.

## 1.2 Interpretation

- (a) Words importing the singular number shall include the plural number and words importing the plural number shall include the singular number.
- (b) The masculine gender shall include the feminine and neuter genders.

- (c) Except where otherwise specified, clause references are to clauses of Part A and not to Part B.

## **2. Area Incidence and Duration**

- 2.1 This Part A will operate with respect to contracts of carriage between Boral and its Operators engaged at concrete batching plants throughout the Sydney Metropolitan Area.
- 2.2 This Part A will:
- (a) apply to the exclusion of the Transport Industry Concrete Haulage Contract Determination. Vol 260 published 30.11.90 as varied or replaced from time to time;
  - (b) be read and construed in conjunction with the Boral GST Protocol (Facilitation and Compliance) Contract Determination.
- 2.3 This Contract Determination will operate in accordance with its terms from the beginning of the first pay period to commence on or after 8 April 2005 and have a nominal term of three (3) years. The nominal term expires on 8 April 2008.
- 2.4 This Part A will cease to operate on 30 April 2005, when Part B will come into operation.

## **3. Clause Deleted**

## **4. Cartage Rate Structure**

- 4.1 While this Part A has effect, cartage rates will be those set out in this clause 5 and no adjustment will occur until the commencement of, and in accordance with the terms of, Part B.
- 4.2 Where Boral provides the mixer, Boral shall pay you in accordance with the Rate Structure set out in Appendix 5.
- 4.3 Where you own the mixer, Boral shall pay you in accordance with the Rate Structure set out in Appendix 5A.
- 4.4 Deleted
- 4.5 Benefits Included in the Cartage Rates

The following payments are provided for in the rates payable to you under this Part A:

- (a) all benefits and entitlements under the Award; and
- (b) leave entitlements as follows:
  - (i) 20 days annual leave and, in addition, the annual leave loading as prescribed in the Award;
  - (ii) 10 public holidays - New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day, Union Picnic Day;
  - (iii) 34.8 hours of long service leave per annum;
  - (iv) 64 hours sick leave per annum in accordance with the Award;
  - (v) 16 hours bereavement leave;
  - (vi) RDO - 13 per annum leave;

- (vii) superannuation at the rate of 5%.

The above leave entitlements are provided for in the rates contained in Appendices 5 and 5A, as applicable. You may take the leave entitlements in accordance with the Award but, if required by Boral, your truck must be available with a relief driver when you are taking the above entitlements. Boral will not, if the utilisation rate falls below 4250m<sup>3</sup> per annum, require you to provide a relief driver when on approved leave.

#### 4.6 Haulage Area

You shall haul concrete as required, from Boral's plants. You shall normally work for a period of time from a nominated plant, or other plants in accordance with the requirements of Boral.

#### 4.7 Cartage Zones

Cartage Zones shall be based on an agreed map, displayed at the plant (and available for inspection by you) or a street directory or computerised distance data base.

Any dispute arising in relation to the actual zones to be paid to you shall be resolved within two working days between Boral's representative and you or your representative by jointly measuring the actual distance travelled, in a mutually agreed vehicle, from the loading point to the discharge point via the shortest practicable route.

#### 4.8 Minimum Load

You shall be guaranteed a minimum load of three (3) cubic metres or a minimum payment on the basis of three (3) cubic metres for the first five (5) kilometres or part thereof, that the load is carried from the plant.

#### 4.9 Mixing in the Yard

Where Boral provides you with the mixer you will be paid a fee of "B" of Appendix 5 per load to mix and discharge concrete within the boundaries of the plant. Loads above 3.0 cubic metres will be paid the utilisation rate at a 5km minimum.

##### 4.9A Mixing in the Yard - Mixer Ownership

Where you own the mixer you will be paid a fee of "B" of Appendix 5A per load to mix and discharge concrete within the boundaries of the plant. Any loads above three (3.0) cubic metres to be paid at the five (5) kilometre minimum utilisation rate plus mixer and painting rate.

#### 4.10 Normal Delivery Hours

Normal hours shall be 6.00 am to 5.00 pm Monday to Friday and 6.00am to 1.00pm Saturday. For the determinations made under this clause, time shall be of the time of completed loading. It is your responsibility to ensure that the load is correctly mixed and of the desired consistency to achieve the specified slump on site, prior to leaving the plant. Should the load not be mixed to its desired consistency due to batching error, the delivery docket will be re-stamped upon the load reaching the required consistency in conformity with Boral's required specifications.

#### 4.11 Waiting Time

You will be paid at the rate prescribed in item "C" of Appendix 5 for all time spent on site awaiting to discharge the load which is beyond the following scale. Such payment will be calculated at completed minute intervals.

Up to	3 cubic metres	after 30 minutes
	4 cubic metres	after 35 minutes
	5 cubic metres	after 40 minutes

6 cubic metres	after 45 minutes
7 cubic metres	after 50 minutes

#### 4.12 Stand By Time Payment

Where you are required by Boral to remain at the plant to make a delivery to a job commencing after normal delivery hours, for more than half of one hour, Standby time will be paid at a rate of "D" of Appendix 5 for each completed half hour following the expiration of the initial half hour. Standby time is only applicable outside normal working hours before receiving the initial load and also between loads. After the expiration of one half hour but only payable after each additional completed half hour. You must be on standby for a minimum of twenty nine (29) minutes before being entitled to a payment of "D" of Appendix 5 for the initial load. After the initial load, payment is only applicable after the expiration of eighty nine (89) minutes between loads.

##### Example 1

You are required to remain at the plant until 6.00pm on Monday afternoon. You receive your first load at 6.00pm and return to the plant at 7.00pm and are loaded again at 8.25pm. The entitlement in the above example is: 5.00pm to 5.30pm, no payment (initial half hour). Standby time of 1 x "D" (5.30pm to 6.00pm), no Standby time between 7.00pm and 8.25pm, however should this second load have been batched at 8.30pm, your entitlement would be: 7.00pm to 8.00pm, no payment (initial hour) and 1 x "D" from 8.00pm to 8.30pm.

#### 4.13 Call-out Fee

When you are called back after Normal Delivery Hours you shall receive a minimum of 8 x "D" of Appendix 5. When surcharges amount to 8 x "D", then 8 x "D" is no longer applicable. Until surcharges equal 8 x "D", the difference between the surcharge paid and 8 x "D" will be paid to you as a Call out fee. Where you are called back and you do not receive a load after normal delivery hours, you shall be paid a Call out fee of 8 x "D".

##### Example 1 (Boral owns mixer)

You are required to be at the plant at 11.00pm Saturday and receive your load at 11.05pm of 3.0cubic metres to five kilometres, cartage payment of applicable utilisation rate plus Surcharge "E" \$32.03. Minimum payment 8 x "D" = \$106.24 minus \$32.03 = \$74.21.

	\$	
You receive =	45.33	(Utilisation rate@ 4,800 cubic metres)
	32.03	(Applicable surcharge, 2.5 x "E")
	74.21	(Note, call out fee equals difference between 8 x "D" and surcharges).
Total =	\$151.57	

##### Example 2 (Boral owns mixer)

You are required to be at the plant at 11.00pm Saturday and do not receive the first load until 1.00am, when you receive a load of 3.0 cubic metres to five kilometres. You are also entitled to 3 x "D" for Standby time between 12.00 pm midnight and 1.00 am of \$39.84, cartage payment of \$45.33 plus surcharge of \$32.03. Minimum payment 8 x "D" = \$106.24 minus \$32.03 = \$74.21.

	\$	
You receive=	45.33	(Utilisation rate @ 4,800 cubic metres)
	32.03	(Applicable surcharge rate)
	74.21	(Call out fee)
	39.84	(3 x "D")
Total =	\$191.41	



## 4.14 Out of Hours Surcharges

Out of hours surcharge per cubic metre are based on the payment of item "E" in Appendix 5 on the following basis:

Monday to Friday	6.00 am to 5.00 pm	Nil
	5.00 pm to 6.00 am	1.5E
Saturday	6.00 am to 1.00 pm	Nil
	1 pm to 5.00 pm	1.5E
Saturday	5.00 pm to Mon 6 am	2.5E
Public Holiday		2.5E

## 4.15 Multiple Discharge Points and Customers

## (b) Multiple Discharge Points

Payment for haulage covers the total distance travelled. Unloading time will commence from the start of unloading at the first point and will continue until the final completion of unloading when drops are within one (1) kilometre. Over one (1)km, the total of the additional km travelled will be added to the ticket and paid as if the original load was carried for the entire distance plus waiting time, if applicable, commencing from the arrival at the first delivery point. Waiting time is only applicable after the expiration of the appropriate time allowance as in Clause 4.10.

## (c) Multiple Customers

Each delivery shall be treated for the purpose of payment of cartage as if a separate delivery had been made from the plant to each delivery point.

## 4.16 Diverted Loads

- (a) Direct Diversion - Where a load is diverted en route you will be paid normal cartage rates covering the total distance travelled from initial departure from the plant to the ultimate delivery point of the load, plus waiting time payment whilst awaiting diversion advice.
- (b) Return to Plant and divert - It is thereafter treated as a new load.
- (c) Return to Plant and Dumped - It shall be paid for as in Clause 4.16.
- (d) Return to Plant and subsequently dumped outside plant - Where Boral directs any quantity of left over concrete that had been agitated in the yard to be taken to another site and dumped, you will be paid at the rate specified in item "A" of Appendix 5 (or where applicable Appendix 5A) per kilometre with a minimum of 3 cubic metres and a 5 kilometre minimum.

## 4.17 Left Over Concrete

All concrete remains the property of Boral and accordingly Boral reserves the right to direct where concrete is to be taken or if and where it is to be dumped. You shall contact the plant for instructions as soon as possible in this regard.

No payment shall be made when concrete is dumped in the vicinity of the job site.

When 3.0 cubic metres or more of concrete is left over from a job, return cartage shall be paid at the rate specified in item "A" of Appendix 5 (or where applicable Appendix 5A) per kilometre with a minimum of 3 cubic metres and a 5 kilometre minimum with the following exceptions pertaining to quantities of less than 3.0 cubic metres:

- (a) where the load taken out is not required;
  - (b) where the load is rejected at the job site due to product fault;
  - (c) where a truck is used to dispose of left-over concrete, such as a result of pump line "blow back", quantity to be no less than 0.8 m<sup>3</sup>;
  - (d) where the concrete is not returned to the "source" plant.
- In all cases of (a), (b), (c) and (d), return cartage shall be paid with a minimum 3.0 cubic metre and a five (5) kilometre minimum.

#### 4.18 Awaiting Diversion Advice

Where Boral provides you with the mixer and you are required to agitate any quantity of concrete within the plant you will be paid at the rate of "G" of Appendix 5 per completed 15 minutes whilst awaiting diversion advice.

#### 4.18A Mixer Ownership

Where you own the mixer and you are required to agitate any quantity of concrete within the plant you will be paid at the rate of "G" of Appendix 5A per completed 15 minutes whilst awaiting diversion advice.

#### 4.19 Road and Bridge Tolls

Where you are required to pay a road and/or bridge toll whilst performing work under this Part A then such road and/or bridge toll shall be paid prior to the journey by Boral. Provided that both the outward and return journey are travelled by the shortest practicable route. This includes daily plant transfers.

### 5. Minimum Productivity Volume

- 5.1 Boral will ensure that your minimum productivity volume carried per annum, calculated as at 31st December 1995 and thereafter at 30th June each subsequent year, shall be 3,000 cubic metres at the 3,000 cubic metre base rate. Should you own the mixer, the base rate is inclusive of the mixer volume rate plus the truck and mixer painting rate.
- 5.2 In the event that you do not achieve the level of productivity in Clause 5.1 Boral will adjust your earnings to effect a deemed volume carried of 3,000 cubic metres at the base rate.
- 5.3 Provided that where you have not made your vehicle available during the twelve (12) month period in Clause 5.1 on other than approved forms of absence, the deemed volume shall be adjusted downwards by twelve (12) cubic metres for each day so absent.

### 6. Cartage Accounts

#### 6.1

- (a) Boral shall prepare cartage accounts in accordance with dockets issued by Boral to you during the course of the accounting period.
- (b) Your accounts, as prepared by Boral, shall be itemised on a daily basis which shall include date, docket numbers, quantity of loads, kilometres, extra payments, amount per load and job address.

- (c) Kilometres, trips, cubic meterage and earnings shall be totalled individually at the conclusion of the accounting period. The gross cartage figure should be shown, and any agreed deductions, eg. income adjustments, fully itemised and a net figure then shown.
- (d) The accounting period shall be two periods during each calendar month. The first period being 1st to the 15th, and the second period being 16th to the end of the calendar month.
- (e) Cartage accounts shall be paid by electronic transfer between you and Boral within ten (10) working days following the end of each accounting period.

## 6.2

- (a) Account discrepancies relating to the immediately preceding pay period shall be settled promptly and in no case later than fourteen (14) days from the date of your written submission.
- (b) Account discrepancies relating to other than the immediately preceding pay period and up to twelve (12) months previous shall be settled within thirty (30) days from the date of written submission of the discrepancy. Over one year account discrepancies are to be settled as soon as possible.
- (c) Where, following settlement of an account discrepancy, an adjustment to payments is required, then such adjustment shall be made in the pay period following settlement.

## 6.3

- (a) Where an Operator purchases any item other than fuel from time to time from Boral, or where goods are purchased on your behalf by Boral, Boral may deduct from your cartage payments an amount equal to the value of the purchase provided Boral has written authorisation to make such deduction. No purchases are to be made on Boral's account without prior written approval.
- (b) Boral may deduct from your cartage payments an amount equal to the value of any fuel purchased from Boral. The cost of the fuel shall not be adjusted retrospectively.
- (c) When you are overpaid, Boral shall submit an adjustment account to you which shall be determined within fourteen (14) days from the date of submission for the immediately preceding pay period or thirty (30) days for all other claims.
- (d) Following determination of (c) the deduction shall be from the next cartage payment due.
- (e)
  - (i) The Operators authorise Boral to deduct from their cartage payments, on or about 1<sup>st</sup> July in each year during the term of their engagement by Boral, an amount determined from time to time by the Operators in general meeting.
  - (ii) Boral shall remit the amount deducted to the Operators appointed secretary, who shall bank the amount into an administration account.
  - (iii) The Operators shall utilise the funds in the account to assist in the administration of this Part A, eg. payment for committee members attendance at code of conduct and consultative committees or rate structure meetings.
- (f) No other deductions can be made from your account without your prior written approval.

## **7 Living Away from Home Allowance**

- 7.1 When you are engaged in work which precludes you from reaching your usual place of residence at night you shall receive the benefits and conditions as detailed in the Award. This sub-clause shall not apply to movements within the metropolitan areas of Sydney.

- 7.2 Where you are required to transfer to a working area which precludes you from returning to your normal place of residence each night, Boral wherever possible shall provide you with at least twenty four (24) hours prior notice of the request.
- 7.3 Where you are transferred outside the normal working area, such transfer shall be for a period not exceeding seven (7) days duration or longer by mutual agreement and shall be done from a cyclic transfer roster.
- 7.4
- (a) Transfer payments in addition shall be paid at the rate of item "F" of Appendix 5 per km or part thereof that you are required to travel to and from the directed transfer location.
  - (b) A transfer docket must be issued by Boral to you prior to departure, wherever possible, otherwise on arrival at the destination.
  - (c) Should a transfer be cancelled or redirected the relevant transfer docket shall be adjusted by Boral immediately on your return to the plant from which you were originally transferred.

### **8. Statutory Requirements and Insurance**

- 8.1
- (a) You shall comply with the provisions of all current relevant statutes and regulations made thereunder in relation to the use or operation of your motor lorry and you shall ensure payment of all lawful fees, licences and taxes in relation thereto.
  - (b) Any variation in statutory requirements will vary the cartage rate accordingly.
- 8.2 Where Boral provides you with the mixer you shall arrange and keep current insurance cover whilst working under this Part A in respect of:
- (a) motor vehicle comprehensive or third party property;
  - (b) motor vehicle compulsory third party;
  - (c) worker's compensation for all employees, including casuals of your Company;
  - (d) public liability cover to the value of \$10 million;
  - (e) public liability for agitator damage (extension). \$40,000 limit;
  - (f) public liability for wrong delivery (extension). \$500,000 limit;
  - (g) sickness and accident cover.

#### **8.2A Mixer Ownership**

Where you own the mixer you shall arrange and keep current insurance cover whilst working under this Part A in respect of:

- (a) motor vehicle comprehensive or third party property;
- (b) motor vehicle compulsory third party;
- (c) worker's compensation for all employees, including casuals of your Company;
- (d) public liability cover to the value of \$10 million;

- (e) public liability for wrong delivery (extension limit of \$500,000);
- (f) sickness and accident cover.

### 8.3

- (a) All relevant insurance policies, registration certificates and driver licences are to be submitted to Boral for perusal and verification and return prior to the commencement of your engagement, thereafter upon demand within fourteen (14) days of request.
- (b) You will upon request provide photocopies of any of the above documentation, other than the drivers licence which will be produced for sighting and verification only.

## 9. Loading

### 9.1 Size

- (a) The customer's requirements or technical requirements will determine the actual load size however Boral and the Operator are jointly committed to ensuring that the legal carrying capacity of the vehicle and the rated capacity of the mixer are not exceeded.
- (b) You shall be loaded to the maximum legal carrying capacity wherever possible, except in the case of a single load or message, or where a subsequent load would result in less than three (3) cubic metres being carried.

### 9.2 Daily Loading Procedure

The daily loading procedure is:

- (a) The initial daily starting order will be in accordance with a "cyclic roster". (The cycle is that the first truck on one day goes to the end of the roster the next day; the second truck on that one day becomes first truck on the next day and so on.)
- (b) All vehicles will then be loaded in order of their return to the plant.

The exceptions to the above are:

- (i) mini mix loads (less than 3.0m<sup>3</sup>);
- (ii) single load or message greater than the mixer capacity or legal carrying capacity of the truck next in line
- (iii) trucks with returned concrete where it is impractical due to facility or time constraint to transfer the returned concrete to the next truck in line.
- (c) Boral's employee driven vehicles and Short Term Operators shall not be preferentially loaded.
- (d) Boral's employee driven vehicles shall participate in the cyclic roster as defined under Clause 9.2(a).
- (e) The initial loading time and the initial plant from which such loading is to occur shall be notified by Boral to you before the close of business on the previous day.

## 10. Hazardous Approach to Job Site

### 10.1 Hazardous Approach

- (a) You shall have the right to refuse to enter upon ground which you consider unsafe or hazardous. If you do refuse entry and the delivery is completed on that day by other vehicles without the use

of additional equipment then you shall not be paid for the delivery or return cartage unless the load has been diverted to another job in which case your delivery to the alternate location shall be paid as if it were a new delivery from the plant where batched to the alternate location.

- (b) If you have notified the plant of the unsafe or hazardous job site and/or approach but attempt unsuccessfully to enter, you shall be paid the utilisation rate as if the delivery had been successful even if the delivery is ultimately completed, as stated in Clause 10.1(a).
- (c) In all cases if you refuse to enter and the delivery is not completed on that day without the use of additional equipment you will be paid the total cartage rate to the job site plus return cartage if the load is returned to the plant if instructed by Boral, unless the load is diverted to an alternate location in which you will be paid in accordance with Clause 4.15 Diverted Loads.

## 10.2 Bugged Vehicles

- (a) Where you go beyond the kerb to complete a delivery and your vehicle becomes bogged or is otherwise rendered inoperative as a consequence of such attempted delivery, Boral shall arrange the services of an experienced salvage contractor to extricate the vehicle as soon as practicable and shall bear all costs for those arrangements.
- (b) Boral shall ensure that the salvage contractor selected is covered by the appropriate insurance policy to rectify any damage that the salvage contractor may cause to your vehicle during the extrication process.
- (c) Provided further that the provisions of Clause 10.2(a) and (b) shall not apply where the vehicle becomes inoperative as direct result of your gross negligence.

10.3 You shall be responsible for damage to property or vehicle arising from off-kerb delivery. (NOTE: "Condition of sale" clause.)

## 11. Availability of a Suitable Vehicle

- 11.1 The vehicle owned and operated by you is an integral part of Boral's business strategy. It needs to reflect an image of quality and provide the level of performance and necessary reliability to consistently meet Boral's operating standards.
- 11.2 Boral will be promoting its Operator fleet (and services) on the basis of documented standards, responsible performance and professional responsibility. You will maintain a log book which will record daily and periodical roadworthy checks of the vehicle.
- 11.3 It is your obligation on each working day unless rostered off, to personally supply, man, or have manned by approval, operate, and keep serviceable, the vehicle. Any variation to this obligation will require agreement by both you and Boral.
- 11.4 No vehicle shall be brought into service without prior notification in writing by you and approval by Boral. When you introduce a vehicle into Boral's fleet and the mixer is fitted, tare and gross weight certificates from a registered weighbridge must be provided by you to Boral. Where there is any subsequent change to the vehicle (eg. new mixer/modifications etc.), tare and gross weight certificates from a registered weighbridge will be provided again, by you to Boral.
- 11.5 Boral will pay the costs of any weighbridge certificates and transfer fees incurred in obtaining such certificates. All weighing to be conducted at a mutually agreeable time.
- 11.6 Where Boral provides you with the mixer the legal carrying capacity of a suitable vehicle for the determination made under Clause 11.10(a) shall be based on:
  - (a) the provision by Boral of an agitator not weighing in excess of 2200kgs plus an allowance of 200kgs for water and oil; and

- (b) the nominal mass of normal class 25Mpa (N25 under AS 1379) being 2300kgs; and
- (c) the mass of the vehicle.

#### 11.6A Mixer Ownership

Where you own the mixer the legal carrying capacity of a suitable vehicle for the determinations made under Clause 11.10(a) shall be based on:

- (a) the nominal mass of normal class 25Mpa (N25 under AS 1379) being 2300kgs; and
- (b) the mass of the vehicle.

11.7 An unserviceable vehicle shall be repaired as soon as practicable.

11.8 Where you are unable to report for work with your vehicle you shall arrange for Boral to be informed at the earliest possible moment of the reason and the anticipated period of absence.

11.9 Where Boral provides you with the mixer and you are required to submit your vehicle to the Road & Traffic Authority for annual inspection, you shall inform Boral four (4) weeks prior to your registration renewal date or on receipt of your inspection notification, whichever is the earlier.

Subject to Clause 16.3, if a reinspection is required due solely to a defective agitator, then a transfer fee of item "F" of Appendix 5 per km or part thereof will be paid by Boral to you for the distance travelled to the nominated inspection station from the base plant plus any inspection fees payable. In addition Boral will pay you at the rate of item "K" of Appendix 5 per hour or part thereof for all time lost each day that you are prevented from your duties pursuant to this Part A to a maximum of eight (8) hours each day.

#### 11.9A Mixer Ownership

Where you own the mixer and you are required to submit your vehicle to the Road & Traffic Authority for annual inspection, you shall inform Boral four (4) weeks prior to your registration renewal date or on receipt of your inspection notification, whichever is the earlier.

#### 11.10 Vehicle Configuration

In accepting to be engaged by Boral, where Boral provides the Operator with the mixer, each and all Operators agree on the following:

- (a) the Operator fleet will standardise on rear PTO 6 wheeler vehicles capable of carrying 6 cubic metres with a lightweight mixer. A limited number of rear PTO 8 wheeler vehicles capable of carting 7 cubic metres with a lightweight mixer may also be considered. Boral will also consider approval of a limited number of modified (shortened) rear PTO 8 wheeler vehicles capable of carrying minimum 6 cubic metres with a lightweight mixer and six wheelers capable of carrying a minimum of 5.6 cubic metres with a lightweight mixer. These six wheelers will be limited to those existing within the fleet, as at 21st June, 1994;
- (b) all trucks must be upgraded to the standard configuration within thirty (30) months of commencement of this Part A except:
  - (i) that existing 6 wheelers capable of carrying a minimum 5.6 cubic metres with a lightweight mixer will be allowed an additional 30 months (i.e. a total of sixty (60) months) to upgrade to the required vehicle; and
  - (ii) that this obligation does not apply to 8 wheeler vehicles approved under paragraph "(a)";
- (c) in the case of extreme financial hardship (proof whereof shall be upon you) Boral may agree to extend the period of compliance in Clause 11.10(b) above;

- (d) any current approved vehicle being replaced shall have a rear PTO so that Boral can attach all equipment necessary to operate its hydraulic agitator. The boundary of your responsibility in this matter shall end at the provision of a bare power take-off drive shaft.

#### 11.10A. Mixer Ownership

In accepting to be engaged by Boral, where the Operator owns the mixer, each and all Operators agree on the following:

- (a) the Operator fleet will standardise on truck driven hydraulic 6 wheeler vehicles capable of carrying 6 cubic metres with a lightweight mixer. A limited number of truck driven hydraulic 8 wheeler vehicles capable of carting 7 cubic metres with a lightweight mixer may also be considered. Boral will also consider approval of a limited number of modified (shortened) truck driven hydraulic 8 wheeler vehicles capable of carrying minimum 6 cubic metres with a lightweight mixer and six wheelers capable of carrying a minimum of 5.6 cubic metres with a lightweight mixer. These six wheelers will be limited to those existing within the fleet, as at 21<sup>st</sup> June, 1994;
- (b) all trucks must be upgraded to the standard configuration within thirty (30) months of commencement of this Agreement except:
- (i) that existing 6 wheelers capable of carrying a minimum 5.6 cubic metres with a lightweight mixer will be allowed an additional 30 months (i.e. a total of sixty (60) months) to upgrade to the required vehicle; and
- (ii) that this obligation does not apply to 8 wheeler vehicles approved under paragraph "(a)";
- (c) in the case of extreme financial hardship (proof whereof shall be upon you) Boral may agree to extend the period of compliance in Clause 11.10A(b) above.

### 12. Responsibility for Load

12.1 Boral shall ensure that the load is batched, with the intent that the quantity of water required to adjust the slump does not exceed 10% of the water batched to bring that load up to specification.

12.2 Boral shall provide you wherever possible with notice, of any changes to the source of concrete mix ingredients which are likely to affect the visual assessment of the slump.

12.3

- (a) You shall ensure that the load is properly mixed in accordance with the Carriers' Operating manual and that the slump of the concrete, immediately prior to discharge, is in accordance with the requirements of the last revision of Australian Standards 3600 and/or 1379. These requirements currently are:

Specified Slump	Tolerance
Less than 60mm	+ or - 10mm
60mm up to and including 80mm	+ or - 15mm
Greater than 80mm up to and including 110mm	+ or - 20mm
Greater than 110mm	+ or - 30mm

- (b) Unless the above tolerances have been varied by negotiations (eg. for specific projects), you shall not be liable for rejection due to non compliance with lower tolerances.
- (c) If Boral has removed your right to adjust the slump of a load on the job site, and you are requested by a third party to adjust the slump of the load, and Boral approves such adjustment, and the load is rejected on the basis of water addition and/or non-compliance with the nominated



slump tolerance, then Boral shall pay you the utilisation rate for the load as if the load had not been rejected.

- (d) The mixer drum must be kept turning at all times when it contains concrete.

#### 12.4

- (a) You shall visually inspect each load prior to leaving the plant and shall advise Boral of any apparent unusual features of the load which may have occurred due to batching error, plant failure, contamination or your error.
- (b) Subject to Clause 12.5, you shall not be responsible or have your cartage payment rejected or withheld due to undetected irregularities of the load which could not be reasonably detected.

12.5 When a load is rejected at a job site because the slump is outside the nominated tolerance contained herein, or you have not visually inspected the load prior to leaving the plant you shall not be paid for the cartage.

12.6 At the job site you shall make every reasonable endeavour to obtain a signature for delivery and it shall be your responsibility to contact the plant immediately by two-way radio when a problem arises to obtain a signature from the customer as required by Boral.

#### 12.7

- (a) You shall make every endeavour to collect money from COD customers for all concrete charges, including waiting time. All monies collected shall be submitted in full to the plant manager or allocator as soon as possible on return to the plant.
- (b) Boral will not pay you the waiting time encountered with a COD customer if you have not requested payment for such waiting time from the customer.

#### 12.8

- (a) You shall immediately advise Boral where practicable by two-way radio, or telephone if immediately available where a two-way radio is not provided, when a COD payment is not collected or a dispute arises between you and the customer.
- (b) Public telephone costs are to be reimbursed by Boral to you.
- (c) You are not required to carry a float for the purposes of providing a change facility.
- (d) You shall take all due care for any money collected.

12.9 Where a load is dumped you shall not be liable to compensate Boral unless the loss occurred as a direct result of your negligence or misconduct.

12.10 Subject to Clause 12.4(a), in the case of a delivery of concrete to a kerb making machine, you shall assume no responsibility for the slump of the load as it is delivered in an "as batched" condition.

12.11 Where a high range water reducer is added after batching, you are automatically absolved of any responsibility for the slump.

#### 12.12

- (a) Where more than 0.8 of a cubic metre is returned and is re-used and is more than one and one half hours old, and topped up, Boral shall assume full responsibility for the load, thus excluding you from your responsibility for the slump of the load.

- (b) You shall assume responsibility for any breaches in vehicle legal load limits in relation to this matter as Boral has given you the discretion to dump any concrete from that topped-up load that you may deem to place you in breach of your vehicle's legal load limit.

#### 12.13 Limit of Your Liability

Your liability for a breach of an obligation under Clause 12 shall not exceed the cartage payment for the load, provided that where such loss is as a result of your negligence, your maximum liability shall be up to the invoiced value of the material for the respective individual load.

### 13. Breakdowns

#### 13.1 Where Boral provides you with the mixer the following shall apply:

- (a)
  - (i) Neither Boral nor you shall be responsible to each other for any loss resulting from plant mixer and/or vehicle breakdowns.
  - (ii) In the situation of a plant breakdown sufficient trucks should be transferred to the plant where the work is being diverted to, in order to provide sufficient customer service.
  - (iii) Where it is likely that the plant is out of production for the rest of the day, then you will either be transferred or given permission to finish work for the day. Such decision is to be made within two (2) hours of the initial breakdown.
- (b) You shall initially assist in every possible way to remove the concrete from the mixer when a breakdown of the mixer or your vehicle occurs under load. You are not required to participate in the removal of hardened concrete from the agitator save for the operation and positioning of the agitator to assist in concrete removal.

#### 13.1A Mixer Ownership

Where you own the mixer the following shall apply:

- (a)
  - (i) Neither Boral nor you shall be responsible to each other for any loss resulting from plant mixer and/or vehicle breakdowns.
  - (ii) In the situation of a plant breakdown sufficient trucks should be transferred to the plant where the work is being diverted to, in order to provide sufficient customer service.
  - (iii) Where it is likely that the plant is out of production for the rest of the day, then you will either be transferred or given permission to finish work for the day. Such decision to be made within two (2) hours of the initial breakdown.
- (b)
  - (i) Should a mixer breakdown occur, you will be responsible for the removal of the concrete.
  - (ii) Boral and its staff will assist where possible and will make available facilities at the plants for hosing out mixers where serious breakdowns prevent the removal of concrete by any other means.
- (c) You have the right to pre-determine the load size of extremely high strength concrete or special mixes that could cause overloading of your mixer drive system.

#### 14. Communication Equipment

- 14.1 You shall agree to the installation of two-way radio and any other communication equipment required by Boral on your vehicle. All equipment shall be installed by Boral's approved technician and such installation shall be of a professional standard. The installation shall include all necessary equipment and the complete installation shall be undertaken at no cost to you. Such equipment to be positioned to your satisfaction.
- 14.2 When such equipment is removed Boral shall make good the bodywork.
- 14.3 You shall take due care to ensure adequate protection of the equipment.
- 14.4 The equipment is to be operated and appropriate procedures are to be followed as laid down by Boral.
- 14.5 Boral shall be responsible for the maintenance of the two-way radio and other communication equipment.
- 14.6 Boral shall provide to you at no cost to you, all necessary equipment required to operate all equipment installed in the vehicle as required by Boral.

#### 15. Provision of Mixer

This clause shall apply unless clause 15A applies:

##### 15.1

- (a) Boral shall be responsible for the provision of a mixer with a mixing capacity of not less than 6 cubic metres and its safe and proper initial fitting to your vehicle in accordance with the specifications of the respective manufacturer's including the supply of "U" bolts, clearance lights, mud flaps and a protective chassis/mixer cover plate mutually acceptable to Boral and you.
- (b) If a mixer is required by Boral to be removed at any time for any reason, the total cost of mixer removal and replacement shall be borne by Boral.
- (c) If a mixer is required by you to be removed to effect repairs that cannot be otherwise effected without the removal of the mixer, then the total cost of the mixer removal and replacement shall be borne by Boral provided that such repairs are not for the purpose of inspection, sandblasting, or modifying the truck chassis.

15.2 After the initial fitting referred to in Clause 15.1(a) hereof you shall be responsible for the mixer being properly secured to the vehicle. You shall be responsible for all maintenance and replacement of clearance lights, globes and mud flaps and statutory signs. Mud flaps shall be supplied to you by Boral free of charge.

15.3 By mutual agreement you may have the U bolts adjusted by a qualified mechanic and the costs incurred shall be paid by Boral provided that Boral's workshop shall have the opportunity of undertaking the adjustments. Appropriate transfer fees to be paid.

##### 15.4

- (a) The mixer shall remain the property of Boral and on completion of its use at the termination of your engagement shall be removed by Boral at a location nominated by Boral at a time mutually agreed between you and Boral but in any event, within forty eight (48) hours.
- (b) Boral shall pay to you a transfer at the rate of item "F" of Appendix 5 per km or part thereof to and from the nominated location.

- (c) You shall be paid at the rate of item "I" of Appendix 5 per hour by Boral for such time involved in the removal of the mixer from your vehicle where such time involved is for a period greater than four (4) hours at the nominated location.

#### 15.5 Hydraulic Mixers

- (a) Boral shall be responsible for the provision of a crank shaft protection mechanism located between the hydraulic drive and the power take-off unit.
- (b) All modification and fitting work is to be done expeditiously and in any case not longer than five (5) working days. Boral shall pay you item "K" of Appendix 5 per hour, limited to eight (8) hours per day for each day so detained in excess of the five (5) working days limit.

#### 15A. Mixer Ownership

This clause shall apply where you own the mixer.

- 15A.1 You shall be responsible for the provision of a mixer with a mixing capacity of not less than 6 cubic metres.
- 15A.2 Mud flaps shall be supplied to you by Boral free of charge. (Note: as these are Boral's advertising material.)
- 15A.3 You shall be responsible for the provision of a crank shaft protection mechanism located between the hydraulic drive and the power take-off unit.

### **16. Mixer Care and Maintenance**

Where Boral provides you with the mixer the following shall apply:

- 16.1 Boral's mixer is in your care and you shall keep the unit clean and tidy. The Consultative Committee will monitor the presentation and image of vehicles to ensure that the appropriate standard is maintained.
  - (a) You undertake to exercise all reasonable care of the mixer. The mixer shall be thoroughly washed out and cleaned down as required and surfaces treated in preparation for the next day's work.
  - (b) All cleaning materials and equipment necessary for cleaning the vehicle shall be supplied by Boral and shall comply with any and all statutory requirements and regulations.
- 16.2 You shall report any and all apparent maintenance requirements to Boral.
- 16.3
  - (a) You shall convey the mixer to the workshop for repairs or maintenance as requested by Boral. All work shall be completed as soon as possible and without delay.
  - (b) You shall be paid for transfers to and from the workshop at the rate of item "F" of Appendix 5 per km or part thereof and the forward and return journey shall be treated separately. A means shall be provided by Boral at Boral's cost to convey the Carrier to your place of residence or plant whichever is the lesser distance and return him to the workshop as and when required.
- 16.4
  - (a) The Carrier shall be responsible for all minor maintenance to the satisfaction of Boral, such as changing oil, greasing, cleaning and replacement of spark plugs, attending to oil filters, air cleaners, battery, keeping screws and bolts tight, clearing obstructions in fuel lines and fitting minor new parts.

- (b) Subject to the provisions of Clause 15 hereof, all spare parts, and specialised tools, materials and equipment shall be provided by Boral.
- (c) Boral shall be responsible to provide regular maintenance and servicing of the hydraulic components on any hydraulic mixer in accordance with the manufacturer's recommendations.

## 16.5

- (a) You shall be responsible for the removal of hardened concrete build-up from the inside of the agitator, a process commonly known as de-dagging.
- (b) All de-dagging shall be carried out strictly in accordance with the agreed procedure and in compliance with relevant Occupational Health and Safety regulations.
- (c) The limit of your responsibility in order that the de-dagging may take place shall be limited to the provision of your labour only. All equipment is to be provided by Boral at the cost of Boral. You and Boral will ensure that the correct de-dagging procedures are followed.
- (d) All de-dagging work will be conducted outside normal working hours or otherwise by mutual agreement between you and Boral.

16.6 Boral shall be responsible for all major maintenance. Such repair or maintenance requirements will be carried out wherever possible outside normal operating hours and all work will be completed as soon as possible and without delay.

16.7 You are responsible for the provision of the fuel to run the vehicle and mixer.

16.8 Boral is responsible for the provision of oil and grease for the mixer.

16.9 Boral's mixer is to be parked only in places approved by Boral. You are not responsible for any loss or damage to Boral's equipment when so parked. Where approval is not given for the mixer to be parked at a location requested by you, then you assume responsibility for all loss and damage to Boral's equipment when so parked.

16.10 You shall be responsible for any damage to the mixer except where such damage is caused by Boral, its servants or agents.

### **16A. Mixer Ownership**

Where you own the mixer the following shall apply:

16A.1 Your mixer is in your care and you shall keep the unit clean and tidy. The Consultative Committee will monitor the presentation and image of vehicles to ensure that the appropriate standard is maintained.

16A.2 All cleaning materials and equipment necessary for cleaning the vehicle shall be supplied by Boral and shall comply with any and all statutory requirements and regulations.

## 16A.3

- (a) You shall be responsible for the removal of hardened concrete build-up from the inside of the agitator, a process commonly known as de-dagging.
- (b) All de-dagging shall be carried out strictly in accordance with the agreed procedure and in compliance with relevant Occupational Health and Safety regulations. (Boral's procedure to be ratified) approved by WorkCover Authority.
- (c) The limit of your responsibility in order that the de-dagging may take place shall be limited to the provision of your labour only. All equipment is to be provided by Boral at no cost to you.

- (d) All de-dagging work will be conducted outside normal working hours or otherwise by mutual agreement between you and Boral.
- (e) Boral and you will ensure that the correct de-dagging procedures are followed.

16A.4 Your Vehicle is to be parked only in places approved by Boral.

16A.5 You shall be responsible for any damage to the mixer except where such damage is caused by Boral, its servants or agents.

### **17. Painting and/or Signwriting of the Mobile Unit**

Where Boral provides you with the mixer the following shall apply:

- 17.1 Boral shall periodically paint and/or signwrite the mobile unit.
- 17.2 All painting is to be done expeditiously, weather permitting, in not more than five (5) working days using a quality of paint that is acid resistant and capable of withstanding the arduous conditions of the industry for a period of not less than four (4) years. The painting shall be undertaken by a recognised truck painting contractor and the standard of finish shall be not less than that provided by tradesmen specialising in this field.
- 17.3 All necessary surface preparations and procedures recommended by the paint manufacturers shall be adhered to. You shall be responsible for the provision of a sound painting surface of the vehicle, including but not limited to the rectification of corrosion, prior to presentation for painting.
- 17.4 The mobile units shall be painted every 4 years or a longer or shorter period by mutual agreement.
- 17.5 For the purposes of this clause "mobile unit" shall mean the complete vehicle and agitator including all their components and external surfaces without exception. The agitator should be removed from the vehicle for painting.
- 17.6 In the event that the paint finish of the mobile unit is of a standard unacceptable to you, you shall advise Boral prior to the vehicle being removed from the workshop.
- 17.7 For all times in excess of five (5) working days weather permitting or where a vehicle has to be returned for repainting or painting repairs, you shall be paid by Boral a rate of item "K" of Appendix 5 per hour (8 hours per day).
- 17.8 You will make the vehicle available to Boral for removal of all "stick on logos" from the vehicle whenever the vehicle is permanently removed from Boral's fleet.

### **17A. Mixer Ownership**

Where you own the mixer the following shall apply:

- 17A.1 You shall arrange for periodical painting of the mobile unit.
- 17A.2 All painting is to be done expeditiously, weather permitting, in not more than five (5) working days using a quality of paint that is acid resistant and capable of withstanding the arduous conditions of the industry for a period of not less than four (4) years. The painting shall be undertaken by a recognised truck painting contractor and the standard of finish shall be not less than that provided by tradesmen specialising in this field.
- 17A.3 All necessary surface preparations and procedures recommended by the paint manufacturers shall be adhered to. You shall be responsible for the provision of a sound painting surface of the vehicle, including but not limited to the rectification of corrosion, prior to presentation for painting.

17A.4 The mobile units shall be painted every 4 years or a longer or shorter period by mutual agreement.

17A.5 For the purposes of this clause "mobile unit" shall mean the complete vehicle and agitator including all their components and external surfaces without exception. The agitator should be removed from the vehicle for painting.

17A.6 You will make the vehicle available to Boral for the removal of all "stick on logos" from the vehicle whenever the vehicle is permanently removed from Boral's fleet.

### **18. Union Membership and Delegates**

18.1 An Operator appointed as Yard Delegate shall upon notification thereof to Boral by the Branch or Sub-Branch Secretary of the Union, be recognised as the accredited representative of the Union.

18.2 The appointed Union Delegate or Executive Delegate shall be provided with reasonable access to and use of a telephone free of charge for Union matters, provided that Boral's site staff are consulted.

### **19. Manning**

19.1 You shall not allow any person to operate your vehicle without prior written approval being obtained from Boral. When you employ an alternate driver, you shall be responsible for ensuring all legal obligations are met and that the alternate driver observes the terms of all current arrangements in the operation of the vehicle. You and/or the alternate driver shall act in the best interests of Boral at all times.

### **20. Uniforms**

Your appearance is a most important part of Boral's presentation and you must maintain a standard of neatness and dress satisfactory to Boral. Boral will provide uniform issues free of charge to you on the following basis: Clothing issues will be on a points system.

- (a) A satisfactory quantity of clothing is to be supplied with a minimum of four (4) day's fresh apparel.
- (b) Clothing issues to you will be on a points system per item. From the date of this Part A you will be entitled to receive uniforms totalling six (6) points per year for a maximum of two (2) years at which time future issues will be limited to replacement on return of any previously issued item (to a maximum of six (6) points per annum)

Uniform item points are as follows:

One shirt (short or long)	1 point
One trousers (short or long)	1 point
One pair of overalls	2 points
One t-shirt	1 point
One winter jacket	2 points

- (c) New and existing Operators under this Part A must receive an initial uniform issue equivalent to 12 points.
- (d) Wet weather and safety gear is to be supplied as per Clause 29 of the Award.
- (e) Replacement of previously issued uniforms will be on the basis of replacement on return of used items.

### **21. Amenities**

All amenities are to comply with the *Shops and Factories Act* and to be not less than those enjoyed by an employee under the Award. The appropriate facilities should be maintained and kept thoroughly clean and hygienic at all times by Boral. You will conduct yourself in a tidy and appropriate manner and assist in meal room cleanliness.

## 22. Fleet Size Variations

### 22.1 By Agreement

The fleet size may be varied at any time with the written consent of the Consultative Committee to achieve maximum productivity consistent with excellent customer service; such consent is not to be unreasonably withheld.

### 21.2 Automatic Review

Productivity rates of less than 4250 cubic metres will automatically trigger a review of the fleet size.

### 21.3 Decrease

(a) Notwithstanding anything contained elsewhere in this clause, where, to achieve maximum productivity consistent with excellent customer service, and in the absence of any reasonable alternative, Boral considers that there should be a decrease in the fleet size, it shall consult with the Consultative Committee.

(b) Boral shall, in conformity with (a) above have the right after such consultation to decrease the size of the fleet.

(c) A reduction in the fleet size will be implemented by Boral as follows:

firstly by terminating the engagement of any Short Term Operators;

OR

by terminating the engagement of any additional Boral vehicles used to increase the fleet;

secondly by terminating the engagement of Operators PROVIDED THAT:

(i) no Operator's engagement shall be terminated so as to reduce the size of the fleet if Boral should at the time continue to engage any Short Term Operator, or where the number of vehicles owned and/or operated by Boral exceeds twenty (20) or such lesser number of Boral vehicles as Boral determines from time to time;

(ii)

(A) subject to (B), the number of Full Time Operators will not be reduced below that number engaged as at the date of this Part A for a period of three (3) years from the date of this Part A;

(B) should the fleet average productivity rate fall below 3,200 m<sup>3</sup> Boral may reduce the number of Full Time Operators within the first three (3) years of this Part A provided that; at the time of such reduction, there are no Short Term Operators or Boral vehicles in the fleet.

### 22.4 Increases

(a) Notwithstanding anything contained elsewhere in this clause, where, to achieve maximum productivity consistent with excellent customer service and in the absence of any reasonable alternative, Boral considers that there should be an increase in the fleet size it shall consult with the Consultative Committee.

(b) Boral shall in conformity with (a) have the right after such consultation to increase the size of the fleet.



- (c) An increase in the fleet size will be implemented by Boral as follows:  
by engaging Short Term Operators OR  
by engaging any additional Boral vehicles.

### **23. Development and Training**

#### **23.1 Objects, Purposes and Commitments**

- (a) Boral and the Operators aim to be the best in the concrete business with a desire to meet and exceed our customers requirements. This will result in skilled Operators with viable businesses who will enjoy being part of Boral's operations.
- (b) In addition to the initial induction and training at the time of engagement, Boral and the Operators recognise the mutual benefits of and accept a greater commitment to, ongoing training and development.
- (c) Boral will organise and pay for the costs of providing the necessary training, you must attend. You will be paid at the rate of item "J" per kilometre of Appendix 5 if you are required to use your own vehicle.
- (d) Training where possible, will be structured to minimise the interference with your working day.
- (e) Training which takes a full day will be limited to 2 working days per annum. Payment for extensive training beyond this will be a matter for negotiation and payment will be made at the rate specified in item "I" of Appendix 5 plus reasonable expenses and travelling cost as in Clause 23(c) above.
- (f) In addition, Boral will endeavour to make voluntary training programs (aimed at assisting you in your business) available and these will be excluded from the provision of Clause 23(b) to 23(d) inclusive.
- (g) All training will normally be conducted within the Sydney Metropolitan Area.

### **24. Grievance and Disputes Procedure**

- 24.1 Boral, the Operators and the Union are jointly committed to this procedure and will promote the resolution of disputes/grievances by measures based on consultation, co-operation and discussion and avoid interruption to the performance of work and the consequential loss of production, earnings and profit.
- 24.2 All disputes shall be dealt with under this Clause.
- 24.3 When there is a disagreement, you shall attempt to resolve the matter by negotiating with Boral or their representative on site.
- 24.4 Where the matter is not resolved, the Yard Operator Delegate shall attempt to resolve the matter by negotiation with Boral or their representative on site. Where applicable your Executive delegate or your representative may be party to further negotiations with Boral.
- 24.5 If the matter remains unresolved an official of the Union and your Executive delegate shall be party to continued negotiations with Boral.
- 24.6 If the matter remains unresolved the Secretary, Assistant Secretary or an Official of the Union may be party to continued discussions/negotiations with the relevant representatives of Boral.
- 24.7 If the matter is unresolved the matter will be notified to the Industrial Relations Commission of New South Wales by the Union or Boral pursuant to section 311 of the Act.

- 24.8 It is understood and accepted by all parties to this Part A that work shall continue normally during all negotiations and any necessary proceedings.

#### Consultation Process

- 24.9 A joint committee of Operators and Boral representatives will be established and will continue to operate to increase the efficiency, productivity and competitiveness of our businesses. The Committee will ensure that appropriate and timely communication mechanisms and procedures are established to inform Carriers of matters dealt with by the Committee. Guidelines for the establishment and operation of the Consultative Committee are found in Appendix 7.

### **25. Standard Rules and Conditions**

Standard rules and conditions shall be as per the Operator's Operating manual insofar as they do not conflict with this Part A.

### **26. Occupational Health and Safety and Continuous Improvement Process**

- 26.1 Boral will establish Safety Improvement Teams. Each team may have Operator representation.

#### 26.2 Continuous Improvement Process

In order to maintain and further develop Borals leading position in the pre-mix concrete Industry you will participate in Boral's "Continual Improvement" activities and processes. The reduction of costs, consistency of quality and customer satisfaction are an integral part of these activities and processes. Both Boral and you will work to ensure that Boral's quality system continues to achieve certification to meet Australian Standard 3902.

- 26.3 Any payment under this Clause will be as in Clause 23(c) and (e).

### **27. Rostering and Equal Opportunity for Work**

- 26.1 The utilisation rate structure herein is based upon the premise that all full time operators in the Fleet will have an equal opportunity to work and achieve, so far as possible, the average fleet metres over any given period.

- 26.2 A system of allocation of work to both your vehicle and Boral owned and operated vehicles will be developed to ensure, as far as possible, that all such vehicles have equal opportunity to work. This system will be regularly reviewed by the Consultative Committee.

- 26.3 Boral undertakes that the system will include the operation of the following rosters:

- (a) daily start cyclic roster;
- (b) daily transfer cyclic roster;
- (c) period (not exceeding one month) transfer cyclic roster; and
- (d) roster-off roster (where there are vehicles surplus to customer requirements).

Boral will take steps to ensure that any Short Term Operators will be the first trucks to be rostered off (where there are vehicles surplus to customer requirements) and will be the last trucks rostered-on on Saturdays.

All vehicles will be required to reverse transfer, if necessary, to enable all vehicles to have an equal opportunity for work. Vehicles owned and operated by Boral will be included in this system.

### **28. Concrete Cartage in Alternative Vehicles**

28.1 Where concrete is transported other than in an agitator then the cartage rate shall be negotiated between Boral and the Union at the relevant time provided that the rate so negotiated is competitive with the prevailing market rate for such cartage.

Special or Unique Circumstances

28.2

- (a) Boral, the Operators and the Union agree that this section will not apply to the overwhelming majority of work however where there are special or unique circumstances applying on a specific project then Boral and the Consultative Committee may agree on a special rate structure, on the basis that it is in their mutual best interest. Such agreement will be in writing and shall override the provisions of this Part A to the extent that such agreement is inconsistent with this Part A.
- (b) If there is no agreement reached then the provisions of this section shall not apply.

### **29. Plant Stored Operator's Equipment**

Boral shall provide sufficient space where possible for the safe storage of equipment that is reasonably necessary to assist in the efficient and effective running of your cartage business.

#### **30. Clause Deleted**

#### **30.A. Clause Deleted**

#### **31. Clause Deleted**

#### **32. Clause Deleted**

### **33. Environment Protection and Pollution Control**

33.1 Operational Procedures

Boral shall provide you with a written procedure relating to the delivery of concrete. It is Boral's responsibility to ensure that this procedure complies with all requirements of the relevant Act with respect to environment protection and pollution control. It is your responsibility to comply with Boral's reasonable written procedures.

33.2 Boral and Carrier's Liability

Boral shall indemnify you against all claims for cost, damages and/or legal expenses and any further liabilities that may arise whilst performing your duties as Boral's Operator in accordance with Boral's operational procedures, provided that such claims for cost, damages and/or legal expenses and any further liabilities that may arise are not as a direct result of your negligence or misconduct.

### **34. Finance/Purchasing**

Boral will make available to you the ability to purchase various goods and services such as fuel, tyres, maintenance and repair services, etc through Boral. Where Boral and you agree at the time of purchase, the cost of such purchases may be deducted from your cartage account.

### **35. Company Future**

Boral undertakes that it will not use a subsidiary concrete company or a related concrete company to restrict or reduce the optimum utilisation of its full time Sydney Metropolitan concrete fleet.

Boral, the Operators and the Union are jointly committed to a process of genuine consultation, discussion and joint resolution where the changing needs are liable to impact upon either you or Borals future.

### **36. Code of Conduct and Operation Manual**

The parties to this Part A will develop a "Code of Conduct and Operating Manual" that will not be inconsistent with this Part A. In the event of any inconsistency, the Part A shall prevail.

## **SCHEDULE 1**

### **Code of Conduct**

Boral is committed to achieving the highest possible standards of Boral/Operator relations, consistent with the interest of all stake holders in Boral, including shareholders, employees and subcontractors. The key to good relations is having rules that are fair and applied consistently. This Code of Conduct is designed to allow you, employees and Boral Management to know what is mutually expected of them by Boral. It is premised on the principles of fair play, basic good manners and a genuine concern for the individual. It is not designed or intended to replace the Disputes Procedure (Clause 24). Rather it is a detailed guide to you/employees/Management of their rights and responsibilities AND suggested methods of Boral Management/operators interaction that can and should take place, in order to minimise matters being referred to the Disputes Procedure.

#### **Rights And Responsibilities**

It is your Responsibility to:

- Present your truck and mixer on time as required at the predesignated plant.
- Maintain truck and mixer in a clean and tidy condition giving good presentation to the customer and public.
- Be a courteous and careful driver.
- Maintain a clean, neat personal appearance and presentation to the customer.
- Maintain a good, courteous relationship with the customer.
- Display sound product knowledge and awareness of the importance of quality product and service.
- Undertake such training as is required by Boral's Quality Assurance Programme.
- Work harmoniously with plant staff, other operators and employee drivers.

It is your right:

1. To be treated fairly and courteously by ALL Boral's personnel.
2. After having presented at a plant for work, to receive a fair allocation of the work available on the day. If you consider yourself to have been treated unfairly you have the right to sight the relevant Boral documentation at a mutually agreed time.
3. Where Boral provides you with the mixer, for the mixer to be adequately maintained by Boral so that you are not hampered by excessive mixer downtime.
4. In the event of a dispute over any matter, to have the opportunity to present your case and to be impartially judged. To also be represented by Boral, Union delegate or official if requested.
5. To consult with the Plant Manager or, in the absence of the Plant Manager, the Allocator, regarding work load/plant trucking.

6. Upon commencing your engagement to start with a clean record regarding this Code of Conduct.
7. To be able to report any improper conduct without fear of reprisal.

#### Conduct Committee/Delegates

A committee shall operate to adjudicate on questions of possible breaches of this Code of Conduct by an Operator and shall comprise of two (2) company personnel and two (2) operator representatives, such operators to be elected by the Operators. This committee will meet whenever required to deal with an incident or every six (6) months on a regular basis. Members of the committee will normally serve for two (2) years with half the members retiring every twelve (12) months. Should the Conduct Committee be unable to agree on a suitable course of action, the matter will be referred to the Disputes Procedure as agreed. You have the right of access to the Disputes Procedure should you feel that you have been unfairly treated by the Conduct Committee.

#### Company Standards

##### Conduct to be avoided:

1. Reporting to work or working under the influence, or imbibing of intoxicating liquor or prohibited drugs during the working day.
2. Offensive behaviour which adversely effects the interests or reputation of Boral or its employees.
3. Any act of violence, fighting, brawling or any other disorderly or undesirable conduct on company time or property.
4. Conduct endangering the life, safety or health of others.
5. Theft of, or wilful damage to the property of Boral or those engaged in Boral operations.
6. Falsifying personal or company records, including engagement applications, or counterfeiting any company form or forging a signature thereon.
7. Any other misconduct.
8. Failure - refusal to follow reasonable instructions of Boral officers or supervisors.
9. Driving in a reckless manner.
10. Failure to take reasonable steps to comply with environmental control procedures.
11. Deviation from company practice as outlined in the Operating manual (Clause 25).

#### Other Misconduct

For conduct other than Serious Misconduct, the accused is to be counselled by the relevant area manager and/or customer services manager in accordance with the counselling procedure in the presence of delegates.

#### Counselling Procedures

##### Counselling by Managers/Supervisors and Delegates involves:

1. Explaining how the accused has departed from required standards.
2. Obtaining information from the accused on any relevant circumstances affecting their conduct.

3. Checking whether the accused has everything to do their job properly (i.e. adequate training and tools provided and the accused understands what is required).
4. Agreeing on changes to be made.
5. Setting a review date which permits time for the accused to demonstrate improvement.
6. Reviewing performance and recognising improvement.

#### A Guide to Counselling (Supervisor/Manager)

- (a) Ensure that you have all the pertinent and necessary information for a factual discussion.
- (b) Advise the accused of the time, date, place and subject of counselling, such time and location to be mutually agreed upon.
- (c) Have a witness present and allow the accused to also have a Union witness/representative present.
- (d) The counselling should be conducted in a serious manner but should not be threatening in any way.
- (e) Having put the circumstances to the accused, they should be afforded the proper opportunity to respond. It is essential that they be afforded a fair and full hearing.
- (f) A summary of the counselling should be clearly stated in written form with copies being made available to the accused concerned and the Executive delegate.
- (g) Where performance improvement is required, this should be indicated with a guide as to how this may be achieved with a reasonable time frame for that improvement as instructed, this guide to be formalised in writing.
- (h) An offer should be made to the accused that assistance is available and clarify who they should turn to for help in improving their performance.

If the accused conduct continues to be unsatisfactory after counselling, it will be followed by:

1. Up to three (3) written warnings, dependant upon the seriousness of the breach of the Code of Conduct.
2. Other appropriate corrective action.

The General Manager may temporarily suspend or transfer the accused pending a decision on corrective action. These measures will be used when it is necessary to remove an accused from the workplace, eg. if an operator/employee is under the influence of intoxicating liquor/prohibited drugs, assaults another operator/employee, customer, or member of the public, steals from the customer or other employees of Boral. Such suspension or transfer not to be of an unreasonable time frame.

#### Corrective Action

Repetitive breaches of the Code of Conduct will be deemed as misconduct on the part of the accused and if counselling has failed to improve that conduct, then corrective action must be taken.

Warnings - are an indication of possible dismissal if misconduct continues, all warnings to be in written form.

Suspensions - are used in cases of serious or repetitive misconduct which does not warrant dismissal in that instance. To be approved by General Manager.

Dismissal - Termination of your engagement will occur in the event of serious or repeated misconduct. In the case of an operator, the following alternatives are available depending on the circumstances of the misconduct:

1. You will be given a reasonable period of time to find a buyer.
2. You will be given a reasonable period of time to find a buyer but with a replacement driver approved by management, such approval not to be unreasonably withheld.
3. You will have your engagement instantly terminated.
4. If disputed, you may challenge Boral's decision in any appropriate tribunal or court.

#### Records Of Corrective/Counselling Action

- (a) On the run corrective instructions. Plant managers diary entry with follow up intention. Accused to be advised of charges levelled against them.
- (b) Records of counselling to include breaches of the Code of Conduct, together with any action or explanation offered. Formal letter from manager/supervisor, copy to accused and your personal file. Also copy to Executive delegate.
- (c) Warnings - formal letter to manager/supervisor/accused/accused representative and your personal file.
- (d) Dismissal - formal letter to accused stating reason for dismissal, previous warnings and counselling and terms of dismissal. Copy to manager/ supervisor/accused/accused representative and your personal file.
- (e) When allegations are unproved, a letter acknowledging innocence to be provided to the accused and the Executive delegate. Personal file to be noted accordingly.
- (f) Should the accused maintain a clean record for a period of two (2) years, then all previous written warnings are to lapse. Such lapsed record is not to be used in determining any possible future, disciplinary action should the occasion arise.

**APPENDIX 1 - DELETED**

**APPENDIX 2 - DELETED**

**APPENDIX 3 - DELETED**

**APPENDIX 3A - DELETED**

**APPENDIX 4 - DELETED**

**APPENDIX 4A - DELETED**

**APPENDIX 4B - DELETED**

**APPENDIX 5****CARTAGE RATES**

ITEM	TITLE	RATE \$	UNIT
BORAL	Flag fall/Utilisation rate	15.77	cubic metre
A	Kilometre rate	0.99	cubic metre
B	Mixing in the yard	36.95	load
C	Waiting time	1.47	minute
D	Standby time	15.86	half hour
E	Penalty rates	5.09	cubic metre
F	Transfer fee	1.43	kilometre
G	Agitating fee	5.83	quarter hour
H	Hourly vehicle hire	71.59	per hour
I	Hourly hire labour	16.10	per hour
J	Car travelling	0.69	per km
K	Standby vehicle & driver	47.71	per hour

**APPENDIX 5A****BORAL SYDNEY METROPOLITAN CARTAGE RATES**

ITEM	TITLE	RATE \$	UNIT
BORAL	Flag fall/Utilisation rate	17.95	cubic metre
A	Kilometre rate	0.99	cubic metre
B	Mixing in the yard	49.78	load
C	Waiting time	1.47	minute
D	Standby time	15.86	half hour
E	Penalty rates	5.09	cubic metre
F	Transfer fee	1.43	kilometre
G	Agitating fee	8.20	quarter hour
H	Hourly vehicle hire	83.52	per hour
I	Hourly hire labour	16.10	per hour
J	Car travelling	0.69	per km
K	Standby truck & driver	47.71	per hour

**APPENDIX 6 - DELETED****APPENDIX 6A****TRUCK MIXER****LOW TARE TRUCK MIXER SPECIFICATION 6.0m3 CAPACITY  
WITH CRUISE CONTROL**

Including the following standard equipment:

"Transmittal" Drum Head Drive (560 L).

Hydraulic Pump and Motor "Rexroth" or "Eaton".

"Drive shaft" from hydraulic pump to truck P.T.O.

Pressurised water tank (200 litre capacity).



Slump meter.

Water meter.

One (1) only water nozzle/gun for general wash down and cleaning.

Electronic controls for mixer with "walk-around type" hand held pendant assembly.

Electronic type Truck Cabin Controls.

Aluminium running boards and chute carrier.

Extension chutes, three (3) off, fitted with wear resistant polyethylene liners.

Rubber mudflaps (two (2) only) and U-bolts assemblies.

Grit bladed, primed and finished painted in (2) pack finish paint. (Two colours only).

Truck mounted on prime mover supplied by others.

## **APPENDIX 7**

### **CONSULTATIVE COMMITTEE GUIDELINES**

#### **GUIDELINES FOR JOINT CONSULTATIVE COMMITTEE**

##### **Introduction**

Boral, the Operators and the Union are committed to the formation of a Joint Boral/Operator Consultative Committee.

These guidelines have been developed to provide a workable framework for the operation of the consultative committee.

##### **Objective**

The objectives of the Consultative Committee are to increase the efficiency, productivity, flexibility and competitiveness of Boral and to enhance business opportunities and security of the Operators. They are to establish improved and effective consultation and communication procedures between Boral and you, to enhance relations at the workplace, to facilitate the successful implementation of agreed key initiatives and to provide Management and you with an informed basis upon which to make decisions.

Further, the Consultative Committee will be the vehicle through which subsequent agreements will be developed, consistent with the framework established.

All such subsequent agreements reached will be subject to endorsement by you in consultation with the union and Boral.

##### **Composition**

The consultative committee should include:

At least one senior management representative; and

In excess of 50% Operator representatives. The Operator representatives are to be democratically elected with proper records of such election to be kept.

The actual procedures for appointment of management and election of your representatives will be determined respectively by Boral and you.

In the determination of your representatives on the committee, consideration should be given to:

- the make-up of the fleet;
- the size of the fleet;
- the number of distinct operations;
- any shift arrangements;
- the company structure;
- other existing consultative mechanisms.

The committee, once established may invite other persons to attend specific meetings on an ex-officio basis.

#### Term Of Office

Members elected or appointed on the committee shall hold office for a period of two years, and will be required to retire at the conclusion of the period so that other people have the opportunity of participating and contributing. Retiring members may re-nominate. It is the responsibility of each committee member to attend meetings on a regular basis and to represent the views and opinion of those people he or she represents.

If a member of the committee ceases engagement with Boral or can no longer fulfil his or her responsibilities, a new election or appointment should be made.

#### Terms Of Reference

The following matters shall form the basis for the work of the committee:

1. The implementation of key initiatives of this Part A at the workplace.
2. To give consideration to the introduction of technological change or other significant changes in the organisation or workplace.
3. To develop a framework for skills development and provision of training within their workplace.
4. To give consideration to Equal Opportunity principles as appropriate.
5. To consider the introduction of new work arrangements, and the effective utilisation of skills.
6. To review other matters raised by management representatives or your representatives which impact on you or which contribute to the improved operation and efficiency of Boral.
7. Specifically the committee will be required to monitor, develop, address and recommend upon those matters identified as part of the Consultative Committee responsibility in this Part A.

#### Structure Of Meetings

1. Chairperson

A chairperson shall be elected by the committee where possible from your members of the committee.

The committee will decide a formula for appointing and rotating the chairperson.

2. Secretary

A Secretary shall be appointed for the purposes of recording minutes, preparation and distribution of agendas and other administrative duties. The administrative requirements of this position will be provided by Boral. The person appointed to this position will not be a member of the committee.

3. Agenda

All members of the committee shall have a right and a responsibility to submit agenda items. The agenda, minutes and any relevant background documentation shall be circulated one week prior to the meetings.

4. Meetings

The committee shall meet at least every month. The committee may determine that it shall meet on a more frequent basis. Special meetings of the committee may be called after informal discussions between members. The meetings of the committee will be held at a place and time convenient to the members of the committee. A reasonable time limit should be placed on the length of meetings. Enough time will be provided to adequately deal with the agenda items. Meetings should operate on a consensus basis.

5. Minutes

The Secretary shall minute the proceedings of each meeting of the committee. The minutes are to be circulated to each member of the committee, verified by committee members prior to the next meeting and signed by the Chairperson at the next meeting of the committee as a true and correct record of the proceedings of the committee.

The Secretary will be responsible for ensuring that a complete set of minutes is maintained and available as a permanent record.

6. Future Meetings

The date of the next meeting of the committee will be set at the close of the previous meeting.

7. Confidentiality

All members of the committee and the Secretary of the committee shall accept that, whilst the spirit of genuine consultation is to be paramount, at no time shall persons disclose any matter, the confidentiality of which is in Boral's best interest or where confidentiality has been specifically agreed with a third party. Minutes of the meeting are to be drafted with regard to confidentiality.

8. Management Response

Senior management of Boral must formally respond to the committee's recommendations. Normally this will take place prior to the next meeting of the committee.

### Training

All members of the committee shall be entitled to training in meeting procedures and relevant related skills required to ensure that they are in a position to represent their constituents and play an active role in the operation of the committee. The nature, time and extent of training provided shall be determined between management and your committee members.

### Discrimination

Management shall not dismiss you or injure you in your engagement or alter your position to your detriment by reason of the fact that you are a member of or have an interest in the consultative committee.

## Rights And Duties

All members of the committee are required to carry out their duties in a responsible and honest manner in the spirit of this Part A.

- To attend the meeting and be present a few minutes before the time stated on the agenda;
- to forward apologies to the Secretary if unable to attend the meeting;
- to come to the meeting prepared, having read the minutes of the previous meeting;
- to study the agenda beforehand and be prepared with notes to make contributions briefly, clearly and perhaps with illustrations on matters affecting him/her or those he/she represents;
- to represent the views and opinions of those people he or she represents and not just his or her own;
- to speak on the basis of the facts presented and not on the basis of preconceived ideas, not based on facts;
- seeking the view of constituents on issues to be discussed by the committee;
- encouraging and assisting constituents to submit agenda items;
- providing explanations of items recorded in the minutes;
- report back meetings in realistic time will be arranged by Boral as required.

## Adoption Of Procedural Guidelines

The Joint Consultative Committee is to approve and adopt a set of guidelines at the first available meeting. All committee members are to receive a copy of the guidelines.

The procedural guidelines should be appended to the minutes and the following certification is to be completed.

## Certification

This is to certify that the Joint Consultative Committee has adopted the procedural guidelines attached at its meeting on.

Signed  
Chairperson  
Secretary

## APPENDIX 8

### FREIGHTLINER BUSINESS CLASS

### BORAL FL 80 AGITATOR SPECIFICATION

	MODEL	FL80
Configuration		6 x 4
Engine		Cummins C Series 250 hp
Transmission		Spicer PSO 85 LL
Rear Axle		Rockwell PT-40-145: Ratio 5.29 with DCDL on both axles
Front Axle		Rockwell FG 941 14,600 lbs
Rear Suspension		Chalmers 854 40,000 lbs
Rear Hubs		Aluminium
Rear Brake Drums		Centrifuse
Wheels		10 stud steel
Tyres		Michelin XZU2 275/70

Auto Slack Adjusters	Haldex
Brake System	Air dryer
P.T.O	Rear of Engine
Air Conditioning	Yes
Wheelbase	4425mm (174")
Fuel Tanks	113 litres
Paint	Boral Fleet
Optional Transmission Allison MD 3560 P with 6.45 rear axle ratio	

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## 1. Dictionary

### 1.1 Definitions

In this Part B, unless the context suggests otherwise, the words on the left hand side of the dictionary shall have the meaning given to them on the right hand side of the dictionary.

Act -the *Industrial Relations Act 1996*;

Articulated Vehicle-an articulated vehicle with a total number of three or more axles;

Award-the Transport Industry (State) Award as varied from time to time;

Batching-the weighting or volumetric measuring of concrete ingredients charged into the mixer at the plant;

Boral-Boral Resources (NSW) Pty Limited;

Boral Representative-the manager or managers selected by Boral for the purposes of clause 25 and otherwise the relevant manager/supervisor/representative of Boral selected to act on their behalf;

Buffer Company Vehicles-ten Boral operated vehicles (either six or eight wheelers or a combination of six and eight wheelers which until removed from service are regularly used and allocated to a nominated plant);

Cartage Work-the cartage of concrete using the vehicle and activities ancillary to this including but not limited to slumping the load, discharging the load, driving to concrete plants to be loaded;

Communication Equipment-any and all equipment used for communication between Boral and the nominated driver (and vice versa) which shall include but not be limited to a two way radio, GPS etc;

Concrete-a product whether mixed, blended or batched, that contains (but is not limited to) as a minimum:

- (a) cement, sand and water,
- (b) mortar containing cement, sand and water;
- (c) grout containing cement, sand and water;
- (d) slurry containing cement and water; or
- (e) binders containing cement and sand.

To avoid any doubt, this definition is not contingent on the method of production, laying or description of the finished product;

Consultative Committee-the committee referred to in clause 25;

Contract Determination-this Contract Determination;

Delivery-the delivering of concrete;

Designed Batch Water-the quantity of water stated in the mix design of a specified concrete;

Fleet Owner-a provider of cartage services other than:

- (a) Boral; or

(b) a carrier as described in section 309 of the Act;

Financial Year-12 months commencing from 1st July to 30th June;

Job Site-the premises comprising the location at which concrete is discharged which for the purposes of clause 4.2(b) only shall include a designated parking area in the general vicinity of the premises at which the Operator's vehicle is required to wait when loaded before accessing the job site to discharge;

Load-the total volume and/or mass of concrete or concrete ingredients in the mix intended for delivery;

Maximum Prime Mover Age-the maximum age for the Operator's prime mover set out in the Operator's Head Contract;

Mini Mix Vehicle-a vehicle with a mixer that has a mixing capacity of 3.0 m<sup>3</sup> or less;

Mixer-equipment on the prime mover with the specific purpose of mixing and agitating concrete;

Nominated Driver-a person referred to in section 309 (1) (c) (i), (ii) or (iii) of the Act;

Nominated Plant-the place from which an Operator usually commences work in accordance with clause 3.1 of Part B of this Contract Determination;

Operator-a contract carrier trading as an incorporated body contracted to Boral to cart concrete (all Operators engaged by Boral shall be incorporated bodies);

Part A-Part A of this Contract Determination

Part B-Part B of this Contract Determination

Practicable-capable of being put into practice with the available means and with reason and prudence;

Principal Contractor-Boral;

Prime Mover-the cab chassis provided by the Operator;

Relief Driver-a driver approved by Boral in accordance with clause 19.4 of this Part B;

Regular Days-the days Monday to Saturday inclusive each week that an Operator is required by Boral to make their vehicle available to perform the cartage work excluding:

- (a) the days when Boral has directed an Operator not to attend for cartage work due to bad weather, plant breakdown, plant shutdown or lack of cartage work;
- (b) (subject to Boral's approval which shall not be unreasonably withheld) up to five days in a year that the Operator is unable to attend to perform the cartage work for genuine and unforeseen reasons (such as sudden illness of the nominated driver, prime mover break down or pressing domestic problems etc) the burden of proof of which shall lie with the Operator;
- (c) (when Boral owns the mixer) the days when the Operator's vehicle is unavailable to perform the cartage work in accordance with clause:
  - (i) 4.4(c);
  - (ii) 9.4(d);
  - (iii) 10.7(b);
  - (iv) 15.8;

- (v) 16.11;
  - (vi) 16.12;
  - (vii) 17.4;
  - (viii) 17.8;
  - (ix) 23.1(e);
  - (x) 31.1(f); or
  - (xi) 32.1; and
- (d) (when the Operator owns the mixer) the days when the Operator's vehicle is unavailable to perform the cartage work in accordance with clause:
- (i) 4.4(c);
  - (ii) 9.4 (d);
  - (iii) 15.5 (Refer Annexure 2);
  - (iv) 16.7 (Refer Annexure 2);
  - (v) 16.8 (Refer Annexure 2);
  - (vi) 17.4 (Refer Annexure 2);
  - (vii) 17.8 (Refer Annexure 2);
  - (viii) 23.1 (e);
  - (ix) 31.1(f); or
  - (ix) 32.1;

Sydney Metropolitan Area-the area in which concrete is produced within the following boundaries:

Stanwell Tops, Bulli, Mount Ousley, Appin, Razorback, Warragamba, Emu Plains, Sackville, Hawkesbury Bridge, Terry Hills, Palm Beach;

Union-the Transport Workers' Union of New South Wales;

Vehicle-the prime mover and mixer;

Written authority-any approved document that bears the signature of the Operator or Boral as the case may be.

- 1.2 Except where otherwise indicated, clause references are references to clauses of Part B and not Part A.

## **2. Area Incidence and Duration**

### **2.1 Application**

This Part B will operate with respect to contracts of carriage between Boral and its Operators engaged at concrete batching plants throughout the Sydney Metropolitan Area to perform the cartage work.

## 2.2 Application Of Other Contract Determinations

This Part B shall:

- (a) apply to the exclusion of the Transport Industry Concrete Haulage Contract Determination. Vol 260 published 30.11.90 as varied or replaced from time to time; but
- (b) be read and construed in conjunction with the Boral GST Protocol (Facilitation & Compliance) Contract Determination.

## 2.3 Term

This Contract Determination shall operate in accordance with its terms from the beginning of the first pay period to commence on or after 8 April 2005 and have a nominal term of three (3) years. The nominal term expires on 8 April 2008.

## 2.4 Operation

This Part B will operate from 1 May 2005, when Part A ceases to have effect.

### **3. Nominated Plants & Cartage Zones**

#### 3.1 Nominated Plant

An Operator shall normally work from a nominated plant provided that Boral may change an Operator's nominated plant to meet its business needs by giving them 14 days notice of the change having first:

- (a) attempted to meet those needs on a voluntary basis; and then
- (b) changed the nominated plant of all other Operators (in an Operator's nominated plant and with the same configuration vehicle) who has been at that nominated plant for a shorter period of time.

#### 3.2 Cartage Distances

- (a) Cartage distances shall be based on a computerised distance data base or, should the computerised distance database not be available an agreed map, displayed at the plant (and available for inspection by the Operators) or a street directory. Cartage distances shall be measured to the nearest half a kilometre after the first kilometre.
- (b) Any dispute arising in relation to the actual distances to be paid to an Operator shall be resolved within two working days between Boral's representative and an Operator or their representative by jointly measuring the actual distance travelled, in a mutually agreed vehicle, from the loading point to the discharge point via the shortest practicable route.

### **4.2. Cartage Rates and Related Matters**

#### 4.1 Basis of Cartage Rates

Cartage rates for Operators are based on:

- (a) (subject to Schedule "2") a monthly retainer fee of (A); and
- (b) per load; and
- (c) for the first kilometre (or part kilometre) and then ½ (C) per half kilometre thereafter (rounded up to the nearest half kilometre) that the load is carried with a minimum payment of three (3) times (C).

Notation: refer to Schedule "1" for the amounts referred to in this clause by way of a capital letter.

Notation: the cartage rates arising from this clause are exclusive of GST, refer to the Boral GST Protocol (Facilitation and Compliance) Contract Determination.

#### 4.2 Surcharges

In addition to the cartage rates in clause 4.1 where appropriate an Operator shall be paid the following surcharges:

(a) Mixing in the Yard

An Operator will be paid a fee of (D) of Schedule 1 per load to mix and discharge concrete within the boundaries of a plant. If an operator owns their own mixer "I" of Schedule 1 will be added to the fee.

(b) Waiting Time

An Operator will be paid at the rate prescribed in item (E) of Schedule 1 for all time spent on site waiting to discharge and/or discharging the load which is beyond 40 minutes. Such payment will be calculated to the nearest completed whole minute.

(c) Out of Hours Surcharges

(i) Normal delivery hours shall be 6.00am to 5.00pm Monday to Friday and 6.00am to 1.00pm Saturday. For the determinations made under this clause, time shall be the time of completed loading. It is the Operator's responsibility to ensure that the load is correctly mixed and of the desired consistency to achieve the specified slump on site, prior to leaving the plant. Should the load not be mixed to its desired consistency due to batching error, the delivery docket will be re-stamped upon the load reaching the required consistency in conformity with required specifications.

(ii) Surcharge Rates - in addition to the cartage rates in clause 4.1, an Operator will be paid at the rate prescribed in item (H) of Schedule 1 per load with respect to product delivered outside normal delivery hours Monday to Saturday, or Item M of Schedule 1 per load with respect to product delivered on Sundays or Public Holidays.

(iii) Where an Operator is required to remain at the plant to make a delivery outside normal delivery hours they will be paid for each completed half hour after normal delivery hours at the rate prescribed in item (G) of Schedule 1 where no load is received following the expiration of the initial half hour.

(iv) An Operator will receive item (N) of Schedule 1 where an Operator has completed their cartage work in normal delivery hours has left the plant and then been recalled for work in the following circumstances:

(A) Public Holidays;

(B) Sundays;

(C) Saturday before 5.00am or after 1.00pm; or

(D) Monday to Friday after 6.00pm or before 5.00am.

In the cases of (C) & (D) only, when the cumulative value of surcharges paid is equal to or exceeds item (N) the payment shall not be paid. If the total surcharge value paid is less than (N) the balance equal to the payment will be paid.

(d) Multiple Discharge Points and Customers

- (i) Multiple Discharge Points - Payment for cartage work covers the total distance travelled. Additional km travelled will be added to the ticket and paid as if the original load was carried for the entire distance plus waiting time, if applicable, commencing from the arrival at the first delivery point. Waiting time is only applicable after the expiration of the appropriate time allowance as in Clause 4.2 (b).
- (ii) Multiple Customers - Each delivery shall be treated for the purpose of payment as separate deliveries.

(e) Diverted Loads

Diverted loads are loads that are intended for delivery to a particular customer but discharge of the load does not commence and the Operator is directed to deliver the load to an alternative location. In this case the Operator will be paid as follows:

- (i) Direct Diversion - Where a load is diverted en route an Operator will be paid normal cartage rates covering the total distance travelled from initial departure from the plant to the ultimate delivery point of the load, plus waiting time payment whilst awaiting diversion advice.
- (ii) Return to Plant and divert - It is thereafter treated as a new load.
- (iii) Return to Plant and Dumped - When 1.0 cubic metre or more of concrete is returned to the plant and dumped cartage will be paid as if the delivery had been successful, with the additional payment of item (F) per kilometre for the return journey.
- (iv) Return to Plant and Subsequently Dumped Outside Plant - Where Boral directs any diverted load that has been agitated in the yard to be taken to another site and dumped, an Operator will be paid at the rate specified in Schedule 1 item (C) for the first kilometre (or part kilometre) and then  $\frac{1}{2}$  (C) per half kilometre thereafter (rounded up to the nearest half kilometre) that the load is carried with a minimum payment of three (3) times (C).

(f) Road and Bridge Tolls

Where an Operator is required to pay a road and/or bridge toll whilst performing cartage work then such road and/or bridge toll shall be paid by Boral, provided that both the outward and return journey are travelled by the shortest practicable route (this includes daily plant transfers).

(g) Transfer Rates

- (i) Transfer Rates - An Operator will be paid at the rate prescribed in item (F) of schedule 1 for the first kilometre (or part kilometre) and then  $\frac{1}{2}$  (F) per half kilometre thereafter (rounded up to the nearest half kilometre) that the vehicle travels between approved locations.
- (ii) Transfer payments will be paid if a vehicle is transferred empty between plants with payment based upon the shortest legal distance to the nearest half a kilometre. When returning to the vehicles nominated plant the transfer payment will be based upon the net difference between the kilometre rate for any return load and additional distance travelled.

(h) Awaiting Diversion Advice & Material Transfer With The Plant

When an Operator is required to

- (i) agitate any quantity of concrete within the plant whilst awaiting diversion advice; or

- (ii) material transfer within the plant

they will be paid at the rate of (T) of Schedule 1 per completed minute.

- (i) Left Over Concrete

- (i) All concrete remains the property of Boral and accordingly Boral reserves the right to direct where concrete is to be taken or if and where it is to be dumped. The Operator shall contact Boral for instructions as soon as possible in this regard. No payment shall be made other than that arising from the delivery itself when concrete is dumped in the vicinity of the original job site.
- (ii) When 1.0 cubic metre or more of left over concrete is returned to the plant the Operator will be paid at the rate prescribed in item (F) of Schedule 1 for the first kilometre (or part kilometre) and then  $\frac{1}{2}$  (F) per half kilometre thereafter (rounded up to the nearest half kilometre) that the load is carried;
- (iii) When the Operators vehicle is used to dispose of left over concrete by returning to the source plant, as a result of pump line "blow back" the Operator will be paid at the rate prescribed in item (F) of Schedule 1 for the first kilometre (or part kilometre) and then  $\frac{1}{2}$  (F) per half kilometre thereafter (rounded up to the nearest half kilometre) that the load is carried. In addition to this payment the Operator will be paid at the rate of item (E) per completed minute for time spent between completing the discharge of the load and completion of loading the "blow back".
- (iv) When left over concrete is not returned to the source plant an Operator will be paid for the total distance travelled from the initial departure from the plant to the ultimate discharge point of the load at the rate prescribed in item (C) of Schedule 1 for the first kilometre (or part kilometre) and then  $\frac{1}{2}$  (C) per half kilometre thereafter (rounded up to the nearest half kilometre). In addition to this payment the operator will be paid at the rate of item (E) per completed minute for time spent unloading and/or waiting to unload at the ultimate discharge point.

#### 4.3 Variation of Cartage Rates and Surcharges

The cartage rates and surcharges set out in Schedule 1 shall be varied in accordance with the provisions of Schedule 3.

#### 4.4 Award Benefits Etc

- (a) The following payments are provided for in the cartage rates and surcharges payable to an Operator under this Part B:
  - (i) all benefits and entitlements under the Award;
  - (ii) 20 days annual leave;
  - (iii) 34.8 hours of long service leave per annum; and
  - (iv) superannuation at the prevailing statutory rate.
- (b) Should there be any variation to the entitlements under the Award, the appropriate cartage rate and/or surcharge will be adjusted accordingly at the relevant review date.
- (c) An Operator may take the leave entitlements in accordance with the Award but, if required by Boral, their vehicle must be available with a relief driver when they are taking the above entitlements provided that Boral will:

- (i) allow an Operator to withdraw their vehicle from performing the cartage work each year for a period of up to two weeks for the taking of annual leave at a mutually agreeable time that disrupts Boral's business the least; and
- (ii) if the utilisation rate falls below 900 loads per annum, not require an Operator to provide a relief driver when on approved leave.

#### 4.5 Minimum Earnings

In the event that an Operator does not cart at least 900 loads of concrete in a financial year, Boral shall adjust their earnings to effect a deemed number of loads carted of 900 at the applicable per load rate. Provided that if an Operator's vehicle has been absent from performing cartage work on regular days the deemed number of loads shall be reduced at the rate of 4 per day absent.

### 5. Cartage Accounts

#### 5.1 Preparation Of Cartage Accounts

Boral shall prepare cartage accounts in accordance with dockets issued by Boral to an Operator during the course of the accounting period.

#### 5.2 Cartage Account Details

An Operator's accounts, as prepared by Boral, shall be itemised on a daily basis which shall include for each load: date, docket number, job address, load fee, paid kilometres, surcharges and total payment.

#### 5.3 Payment Of Cartage Accounts

Cartage accounts shall be paid on the following basis:

- (a) the first monthly retainer shall be due in advance;
- (b) subsequent monthly retainer payments shall be paid monthly (this continues to be a payment in advance);
- (c) cartage earnings (other than the monthly retainer) shall be calculated twice monthly and paid within ten days of the last day of the period; and
- (d) payment will be by electronic funds transfer into the Operator's nominated bank account.

#### 5.4 Recent Account Discrepancies

Account discrepancies relating to the immediately preceding pay period shall be settled promptly and in no case later than fourteen (14) days from the date of written submission of the discrepancy.

#### 5.5 Older Account Discrepancies

Account discrepancies relating to other than the immediately preceding pay period and up to twelve (12) months previous shall be settled within thirty (30) days from the date of written submission of the discrepancy. Over one year account discrepancies are to be settled as soon as practicable.

#### 5.6 Adjustment Following Settlement Of Account Discrepancy

Where, following settlement of an account discrepancy, an adjustment to cartage payments is required, then such adjustment shall be made in the pay period following settlement.



#### 5.7 Purchases Other Than Fuel

Where an Operator purchases any item other than fuel from Boral, or where goods are purchased on an Operator's behalf by Boral, Boral may deduct from an Operator's cartage payments an amount equal to the value of the purchase provided Boral has written authorisation to make such deduction.

#### 5.8 Fuel Purchases

Boral may deduct from an Operator's cartage payments an amount equal to the value of any fuel purchased from Boral. The price of the fuel shall not be adjusted retrospectively.

#### 5.9 Overpayment By Boral

When an Operator is overpaid, Boral shall submit an adjustment account to the Operator which shall be determined within fourteen (14) days from the date of submission for the immediately preceding pay period or thirty (30) days for all other claims. Following determination of the overpayment, the deduction shall be from the next cartage payment due.

#### 5.10 No Other Deduction Or Purchases

Except as provided for in clause 5, no:

- (a) deductions can be made from an Operator's account without an Operator's prior written approval; and
- (b) purchases are to be made on Boral's account without prior written approval.

#### 5.11 Section 127 Statement

An Operator shall complete and provide to Boral a section 127 statement each quarter in the terms set out in Annexure 3.

### **6. Living Away from Home**

#### 6.1 Being Away From Home

- (a) When an Operator is engaged in work which precludes them from reaching their usual place of residence at night they shall receive the benefits and conditions as detailed in the Award.
- (b) To avoid any doubt, this clause shall not apply to movements within the Sydney Metropolitan Area.

#### 6.2 Notice Of Being Away From Home

Where an Operator is required to transfer to a working area which precludes them from returning to their normal place of residence each night, Boral wherever possible shall provide them with at least twenty four (24) hours prior notice of the request.

#### 6.3 Period Of Working Away From Home

Where an Operator is transferred outside the Sydney Metropolitan Area, such transfer shall be for a period not exceeding seven (7) days duration or longer by mutual agreement and shall be done from a cyclic transfer roster.

#### 6.4 Transfer Payments

- (a) When an Operator is transferred in accordance with this clause, they shall be paid transfer payments at the rate of item (F) of Schedule 1 per kilometre or part thereof that they are required to travel to and from the directed transfer location.

- (b) A transfer docket must be issued by Boral to an Operator prior to departure, wherever practicable, otherwise on arrival at the destination.
- (c) Should a transfer be cancelled or redirected the relevant transfer docket shall be adjusted by Boral immediately on an Operator's return to the plant from which they were originally transferred.

## **7. Statutory Requirements and Insurance**

### **7.1 Compliance With Laws**

An Operator shall comply with the provisions of all relevant statutes and regulations made there under in relation to the use or operation of their vehicle and they shall ensure payment of all lawful fees, licences and taxes in relation thereto.

### **7.2 Variation of Statutory Requirements**

Any variation in statutory requirements increasing the cost of performing the cartage work shall be taken into account when next varying the cartage rates.

### **7.3 Insurances**

An Operator shall arrange and keep current insurance cover whilst working under this Part B in respect of:

- (a) motor vehicle comprehensive including third party property;
- (b) motor vehicle compulsory third party;
- (c) worker's compensation for all employees, including casuals of an Operator's Company;
- (d) public liability;
  - (i) public liability cover to the value of \$10 million;
  - (ii) public liability for mixer damage (extension) \$40,000 limit;
  - (iii) public liability for wrong delivery (extension) \$500,000 limit; and

Notation: insurer may roll these policies into one.

- (e) sickness and accident cover.

### **7.4 Submission of Insurance Documents Etc**

All relevant insurance policies, registration certificates and driver licences are to be submitted to Boral for perusal, verification and return prior to the commencement of an Operator's engagement and thereafter upon demand within fourteen (14) days of request.

### **7.5 Provision of Photocopies**

An Operator will upon request provide photocopies of any of the above documentation, other than the driver's licence which will be produced for sighting and verification only.

### **7.6 Endorsements For Public Liability**

All public liability insurance shall be endorsed to:

- (a) extend to provide indemnity to Boral as Principal;

- (b) contain a waiver of subrogation from the insurer in favour of Boral as Principal; and
- (c) contain a cross liability clause.

## **8. Loads**

### 8.1 Load Size

The customer's requirements or technical requirements will determine the actual load size however Boral and the Operator are jointly committed to ensuring that the legal carrying capacity of the vehicle and the rated capacity of the mixer are not exceeded.

### 8.2 Daily Loading Procedure

- (a) The initial daily starting order will be in accordance with the Access to Cartage Work System as set out in Annexure 5.
- (b) All vehicles will then be loaded in order of their return to the plant except:
  - (i) mini mix vehicles which may be preferentially loaded;
  - (ii) single load or message greater than the mixer capacity or legal carrying capacity of the vehicle next in line which may be preferentially loaded;
  - (iii) articulated vehicles which may be preferentially loaded;
  - (iv) vehicles with returned concrete (where it is impractical due to facility or time constraints to transfer the returned concrete to the next vehicle in line) which may be preferentially loaded; and
  - (v) work pool vehicles who will be loaded in accordance with Annexure 5.

### 8.3 Notification For Next Day

The initial loading time and the initial plant from which such loading is to occur shall be notified by Boral to an Operator before the end of normal operating hours.

## **9. Hazardous Approach to Job Site**

### 9.1 Hazardous Approach To Job Site

- (a) An Operator shall have the right to refuse to enter upon ground which they consider unsafe or hazardous.
- (b) If an Operator does refuse entry and the delivery is completed on that day by other vehicles (whether Boral or Operator vehicles) without the use of additional equipment and / or site access improvements by the customer, then the Operator shall not be paid for the delivery or return cartage unless the load has been diverted to another job in which case the delivery to the alternate location shall be paid as if it were a new delivery from the plant where batched to the alternate location.

### 9.2 Payment After Unsuccessful Entry

If an Operator has notified the plant of the unsafe or hazardous job site and/or approach but attempts unsuccessfully to enter, they shall be paid for the cartage as if the delivery had been successful even if the delivery is ultimately completed, as stated in clause 9.1 (b).

### 9.3 Refusal To Enter

In all cases if an Operator refuses to enter and the delivery is not completed on that day without the use of additional equipment they will be paid the total cartage rate to the job site plus return cartage if the load is returned to the plant, on Boral's instructions, unless the load is diverted to an alternate location in which case they will be paid in accordance with clause 4.2 (e).

### 9.4 Bogged Vehicles

- (a) Where an Operator goes beyond the kerb to complete a delivery and their vehicle becomes bogged or is otherwise rendered inoperative as a consequence of such attempted delivery, Boral shall arrange the services of an experienced salvage contractor to extricate the vehicle as soon as practicable and shall bear all costs for those arrangements.
- (b) Boral shall ensure that the salvage contractor selected is covered by an appropriate insurance policy to rectify any damage that the salvage contractor may cause to the Operator's vehicle during the extrication process.
- (c) Provided further that the provisions of clause 9.4 (a) and (b) shall not apply where the vehicle becomes bogged or inoperative as direct result of an Operator's negligence.
- (d) If the circumstances in clause 9.4 (a) arise, the Operator will continue to paid their monthly retainer in accordance with clause 4.1 provided that the Operator:
  - (i) did not become bogged or inoperative as a result of their own negligence;
  - (ii) complied with all directions given by Boral in relation to the load;
  - (iii) complied with all reasonable direction given to the Operator by the customer; and
  - (iv) complies with clause 10.5.

## **10. Availability of a Suitable Prime Mover**

### 10.1 Vehicle Image Etc

- (a) Operators' vehicles are an integral part of Boral's business strategy. They need to reflect an image of quality and provide the level of performance and necessary reliability to consistently meet Boral's operating standards.
- (b) As far as practicable an Operator shall keep their prime mover clean and tidy. Boral will monitor the presentation and image of prime movers to ensure that the appropriate standard is maintained.
- (c) All cleaning materials and equipment necessary for cleaning the prime mover shall be supplied by Boral and shall comply with any and all statutory requirements and regulations.

### 10.2 Obligation To Ensure Vehicle Presented For Work

It is an Operator's obligation on each regular day unless rostered off, to personally supply, man, or have manned by approval, operate, and keep serviceable, their vehicle. Any variation to this obligation will require agreement of both the Operator and Boral.

### 10.3 Boral Approval To Introduce A Prime Mover

No prime mover shall be brought into service without prior notification in writing by an Operator and written approval by Boral.

#### 10.4 Weighbridge Certificates

- (a) When an Operator introduces a vehicle into Boral's fleet and the mixer is fitted, tare and gross weight certificates from a registered weighbridge must be provided by an Operator to Boral.
- (b) Where there is any subsequent change to the vehicle tare and gross weight certificates from a registered weighbridge a copy will be provided again, by an Operator to Boral.
- (c) Boral will pay the costs of any weighbridge certificates and transfer fees incurred in obtaining such certificates. All weighing is to be conducted at a mutually agreeable time.
- (d) Boral may have a representative present during any weighting of the vehicle at a registered weighbridge.

#### 10.5 Repair Of Unserviceable Prime Mover

An unserviceable prime mover shall be repaired as soon as practicable by an Operator.

#### 10.6 Notification To Boral Of Non Attendance

Where an Operator is unable to report for work with their vehicle they shall arrange for Boral to be informed at the earliest possible moment of the reason and the anticipated period of absence.

#### 10.7 Roads & Traffic Authority

- (a) Where an Operator is required to submit their vehicle to the Roads & Traffic Authority for annual inspection, they shall inform Boral of the date for inspection four (4) weeks prior to inspection.
- (b) Subject to Clause 16.3, if a re-inspection is required due solely to a defective mixer, then a transfer fee of item (F) for the first kilometre (or part kilometre) and then  $\frac{1}{2}$  (F) per half kilometre thereafter (rounded up to the nearest half kilometre) will be paid by Boral to an Operator for the total distance travelled to the nominated inspection station from the nominated plant and back, plus any inspection fees payable. In addition Boral will pay an Operator at the rate of item (G) of Schedule 1 per hour or part thereof for all time lost each day that they are prevented from performing the cartage work to a maximum of eight (8) hours each day. To avoid any doubt, during this time the Operator will continue to be paid their monthly retainer.

#### 10.8 Prime Mover Supply, Configuration and Age

An Operator shall supply a prime mover (and any replacement prime mover), which must:

- (a) be of a configuration agreed to with Boral;
- (b) comply with the relevant configuration prime mover specification in Annexure 1; and
- (c) not be older than the maximum prime mover age.

#### 10.9 Prime Mover Running Costs

An Operator shall pay all of the running costs for their prime mover.

### **11. Responsibility for Slump, Mixing & Delivery**

#### 11.1 Changes To Concrete Mix

Boral shall provide an Operator, whenever practicable, with advice of any major changes to the source of concrete mix ingredients which are likely to affect the visual assessment of the slump.

## 11.2 Mixing The Load

An Operator shall ensure that the load is properly mixed as reasonably required by Boral and that the slump of the concrete, immediately prior to discharge, is in accordance with the requirements of the latest revision of Australian Standard AS1379 and or the drivers handbook. The tolerances for the specified slumps are listed below unless they have been varied by negotiations (e.g. for specific projects):

Specified Slump	Tolerance
Less than 60mm	+ or - 10mm
60mm up to and including 80mm	+ or - 15mm
Greater than 80mm up to and including 110mm	+ or - 20mm
Greater than 110mm up to and including 150mm	+ or - 30mm
Greater than 150mm	+ or - 40mm

## 11.3 Checking After Loading - Slump

After loading the vehicle and before leaving the plant, an Operator must:

- (a) check the slump of the load;
- (b) immediately report to plant staff if they think that upon delivery the slump will not be within the tolerance specified on the delivery docket; and
- (c) add water to bring the load to the required slump using the designated hose (and report to the plant staff the quantity of water added).

## 11.4 Minimum Mixing Requirements

- (a) An Operator must mix the concrete for at least the minimum mixing time.
- (b) The minimum mixing time for mixing concrete under AS1379 is 4 minutes at the mixer manufacturers rated mixing speed (approximately 16 revolutions per minute) at the batch plant and a minimum re-mix of 1 minute at the rated mixing speed (approximately 16 revolutions per minute) or to customers requirements before discharging on site. Where a high range water reducer is added to the load on site a minimum re-mixing time of three (3) minutes applies.

## 11.5 Minimum Mixer Revolutions

Unless instructed otherwise by plant staff, the mixer drum must be kept turning at a minimum of 2 revolutions per minute at all times (except during mixing) when it contains concrete.

## 11.6 Added Water

Boral will make every reasonable endeavour to ensure that the total batch water in a load of concrete is within 10% of the designed batch water.

## 11.7 Visual Inspection Of Load Before Leaving The Plant - Irregularities

- (a) An Operator shall visually inspect each load prior to leaving the plant and shall advise Boral of any apparent unusual features of the load which may have occurred due to any reason including but not limited to batching error, plant failure, contamination and/or Operator error.
- (b) Subject to Clause 11.10, an Operator shall not be responsible for or have their cartage payment rejected or withheld due to undetected irregularities of the load which could not be reasonably detected.

### 11.8 Adding Water To Adjust The Slump - Before Discharging on Site

Should the slump need to be adjusted by adding water to the concrete before discharging an Operator must:

- (a) adjust the concrete to within the tolerance of the slump specified on the delivery docket;
- (b) ensure the water is fully mixed through the load;
- (c) ensure the amount of water added and or the estimated slump is recorded on the docket; and
- (d) make every reasonable endeavour to obtain the signature of the customer for all water added at the customer's request.

### 11.9 Adjusting the Slump at Request of Third Party

If Boral has removed an Operator's right to adjust the slump of a load on the job site, and they are requested by a third party to adjust the slump of the load, and Boral approves such adjustment, and the load is rejected on the basis of water addition and/or non compliance with the nominated slump tolerance, then Boral shall pay the Operator for the delivery as if the load had not been rejected.

### 11.10 Rejection Of Load Due To Slump

Subject to clause 11.9, 11.14 and 11.5, when a load is rejected at a job site because the slump is outside the nominated tolerance contained herein, or an Operator has not visually inspected the load prior to leaving the plant an Operator shall not be paid for the cartage work unless the Operator has recorded the additional water and made every reasonable endeavour to obtain a signature from the customer approving such addition resulting in the slump exceeding the nominated tolerance. Should the Operator fail to obtain such a signature they must indicate the addition of water on the docket.

### 11.11 Obtaining Signatures For Acceptance of Delivery

- (a) At the job site an Operator shall make every reasonable endeavour to obtain a signature for acceptance of the delivery, as well as all associated charges, and it shall be an Operator's responsibility to contact the plant immediately by two way radio or telephone when a problem arises in obtaining a signature from the customer as required by Boral.
- (b) Boral may not pay an Operator any surcharges associated with the load if there is no verification or acknowledgement of the charges by the customer.

### 11.12 COD Customers

- (a) An Operator shall make every endeavour to collect money from COD customers for all concrete charges, including waiting time. All monies collected shall be submitted in full to the Manager or Plant Supervisor as soon as possible on return to the plant.
- (b) Boral will not pay an Operator the waiting time accrued with a COD customer if they:
  - (i) have not requested payment for such waiting time from the customer; or
  - (ii) fail to notify plant staff of monies owing due to waiting time prior to despatch of the last load to the customer's project on that day.
- (c) The Operator must follow Boral procedures when collecting any cheques subject to being informed and inducted into any such procedure.
- (d) An Operator shall immediately advise Boral where practicable by two way radio or telephone when a COD payment is not collected or a dispute arises between an Operator and the customer.

- (e) An Operator is not required to carry a float for the purposes of providing a change facility.
- (f) An Operator shall take all due care for any money collected and Boral shall provide a written acknowledgement for all monies deposited with them.

#### 11.13 Dumped Load

Where a load is dumped an Operator shall not be liable to compensate Boral unless the loss occurred as a direct result of their negligence or misconduct.

#### 11.14 Delivery To Kerb Making Machine

Subject to clause 11.4, 11.5 and 11.7 (a), in the case of a delivery of concrete to a kerb making machine, an Operator shall assume no responsibility for the slump of the load as it is delivered in an "as batched" condition. Notwithstanding, the appearance of the machine kerb mix should resemble "rabbit pellets".

#### 11.15 High Range Water Reducer

- (a) Where a high range water reducer is added on site:
  - (i) No high range water reducers are to be added unless authorized by Boral.
  - (ii) The high range water reducer must be added and mixed through the load in accordance with Boral's procedures.
- (b) Where a high range water reducer is added during batching:
  - (i) it is Boral's responsibility to advise the Operator that such a high range water reducer has been added and the likely effect of this admixture on the concrete; and then
  - (ii) it is the Operator's responsibility to ensure that the concrete with a high range water reducer added during batching is delivered in accordance with clause 11.2.

#### 11.16 Reused Concrete

Where more than 0.8 of a cubic metre is returned and is re used and is more than one and one half hours old, and topped up, Boral shall assume full responsibility for the load, thus excluding an Operator from responsibility for the slump of the load subject to them meeting the requirements under clause 11.3, 11.4, 11.5 and 11.7(a).

#### 11.17 Load Limit

It is the Operator's responsibility to advise Boral if their vehicle is unable to carry the volume of concrete stated on the delivery docket.

### **12. Rostering & Access to Cartage Work**

#### 12.1 Rosters

Boral will operate:

- (a) a daily start roster;
- (b) a period (not exceeding one month) transfer cyclic roster;
- (c) a roster off roster (Notation: in the operation of roster off rosters Boral does not intend to require Operators to remain at work unless they genuinely believe that they are or may be required to service customers); and



- (d) such other rosters as Boral require from time to time to efficiently operate its business.

#### 12.2 Access To Cartage Work System

Boral will provide the opportunity for cartage work to Operators in accordance with the Access to Cartage Work System as set out in Annexure 5.

### 13. Breakdowns

#### 13.1 Transfer Of Vehicles Due To Plant Breakdown

- (a) In the situation of a plant breakdown sufficient vehicles should be transferred to the plant where the work is being diverted to, in order to provide sufficient customer service.
- (b) Where it is likely that the plant is out of production for the rest of the day, then an Operator will either be transferred or given permission to finish work for the day. Such decision is to be made within two (2) hours of the initial breakdown.

#### 13.2 Assistance When Mixer Or Vehicle Is Broken Down

An Operator shall initially assist in every practicable way to remove the concrete from the mixer when a breakdown of the mixer or an Operator's vehicle occurs under load. An Operator is not required to participate in the removal of hardened concrete from the mixer save for the operation and positioning of the mixer to assist in concrete removal.

### 14. Communication Equipment

#### 14.1 Installation Of Communication Equipment

An Operator shall agree to the installation of two way radio and any other communication equipment required by Boral in or on their vehicle. All equipment shall be installed by Boral's approved technician and such installation shall be of a professional standard. The installation shall include all necessary equipment and the complete installation shall be undertaken at no cost to an Operator. Such equipment is to be positioned to an Operator's reasonable satisfaction.

#### 14.2 Removal Of Communication Equipment

When such communication equipment is removed Boral shall make good the bodywork.

#### 14.3 Taking Care Of The Communication Equipment

An Operator shall take due care to ensure adequate protection of the communication equipment but shall not be liable for any theft of it while the vehicle is in a Boral plant or any other approved location.

#### 14.4 Operation Of Communication Equipment

The communication equipment is to be properly operated by Operators and appropriate procedures are to be followed as determined by Boral following the undertaking of any relevant training (which should be undertaken during working hours where practicable).

#### 14.5 Maintenance Of Communication Equipment

Boral shall be responsible for the maintenance of the two way radio and other communication equipment.

#### 14.6 Installation And Removal During Normal Operating Hours

Installation or removal of communication equipment will be carried out during normal working hours or at times agreeable to both parties.

### 15. Provision of Mixer

#### 15.1 Provision Of Mixer

Boral shall be responsible for the provision of a mixer in accordance with the relevant mixer specification for an Operator's vehicle configuration and its safe and proper initial fitting to their prime mover in accordance with the specifications of the respective manufacturers including the supply of "U" bolts, clearance lights, mud flaps and a protective chassis/mixer cover plate mutually acceptable to Boral and the Operator.

#### 15.2 Mixer Removal By Boral

If a mixer is required by Boral to be removed at any time for any reason, the total cost of mixer removal and replacement shall be borne by Boral.

#### 15.3 Mixer Removal By Operator

If an Operator requires the mixer to be removed to effect repairs that cannot be otherwise effected without the removal of the mixer, then the total cost of the mixer removal and replacement shall be borne by Boral provided that such repairs are not for the purpose of painting, inspection, sandblasting, or repairing or modifying the prime mover chassis.

#### 15.4 Responsibility After Fitting

After the initial fitting referred to in clause 15.1 an Operator shall be responsible for the mixer being properly secured to their vehicle. An Operator shall be responsible for all maintenance and replacement of clearance lights, globes and mud flaps and statutory signs. Mud flaps shall be supplied to an Operator by Boral free of charge.

#### 15.5 Adjustment Of U Bolts

- (a) By mutual agreement an Operator may have the "U" bolts adjusted by a qualified mechanic and the costs incurred shall be paid by Boral provided that Boral's workshop shall have the opportunity of undertaking the adjustments.
- (b) Boral shall pay to an Operator a transfer fee at the rate of item (F) of Schedule 1 for the first kilometre (or part kilometre) and then  $\frac{1}{2}$  (F) per half kilometre thereafter (rounded up to the nearest half kilometre) to and from the workshop.

#### 15.6 Removal Of Mixer On Termination Of Engagement

- (a) The mixer shall remain the property of Boral and on completion of its use at the termination of an Operator's engagement it shall be removed by Boral at a location nominated by Boral at a time mutually agreed between the Operator and Boral but in any event, within forty eight (48) hours.
- (b) Boral shall pay to an Operator a transfer fee at the rate of item (F) of Schedule 1 per km or part thereof to and from the nominated location.
- (c) An Operator shall be paid at the rate of item (L) of Schedule 1 per hour by Boral for such time involved in the removal of the mixer from their vehicle where such time involved is for a period greater than four (4) hours at the nominated location.

#### 15.7 Provision Of Crank Shaft Protection

Boral shall be responsible for the provision of a crank shaft protection mechanism located between the hydraulic drive and the power take off unit.

#### 15.8 Modifications etc To Mixer

All modification and fitting work to the mixer is to be done expeditiously and in any case not longer than five (5) working days. Boral shall pay an Operator item (L) of Schedule 1 per hour, limited to eight (8) hours per day for each day so detained in excess of the five (5) working days limit. To avoid any doubt, during such modification and fitting work the Operator will continue to be paid their monthly retainer.

### **16. Mixer Care and Maintenance**

#### 16.1 Washing Out The Mixer

An Operator shall exercise all reasonable care for the mixer. The mixer shall be thoroughly washed out internally and cleaned down externally to ensure as far as practicable that there is not build up of concrete and so as not to affect the mixing efficiency, carrying capacity and visual appearance of the mixer.

#### 16.2 Provision Of Cleaning Materials Etc

All cleaning materials and equipment necessary for cleaning the mixer shall be supplied by Boral and shall comply with any and all statutory requirements and regulations.

#### 16.3 Reporting Mixer Maintenance Requirements

An Operator shall report any and all apparent mixer maintenance requirements to Boral who shall undertake any required repairs as soon as reasonably practicable.

#### 16.4 Mixer Repairs

- (a) An Operator shall convey the mixer to the workshop for repairs or maintenance as requested by Boral.
- (b) An Operator shall be paid for transfers to and from the workshop at the rate of item (Y) of Schedule 1 per km or part thereof and the forward and return journey shall be treated separately. A means shall be provided by Boral at Boral's cost to convey the Operator to their place of residence or plant whichever is the lesser distance and return them to the workshop as and when required.

#### 16.5 Minor Maintenance Of Mixer

- (a) The Operator shall be responsible for all minor maintenance of the mixer to the satisfaction of Boral, such as topping up oil.
- (b) Subject to the provisions of clause 15 all spare parts, and specialised tools, materials and equipment for the mixer shall be provided by Boral.
- (c) Boral shall be responsible to provide regular maintenance and servicing of the hydraulic components on any hydraulic mixer in accordance with the manufacturer's recommendations.

#### 16.6 Removal Of Hardened Concrete

- (a) It is the Operator's responsibility to inform Boral if concrete build up impedes the carrying capacity and or mixing efficiency.

- (b) Subject to clause 16.6(a), Boral shall be responsible for the removal of hardened concrete build up from the inside of the mixer (a process commonly known as de-dagging) for the first two occasions in a calendar year, provided that if an Operator's mixer requires de-dagging more than twice in a calendar year, they shall be responsible for such de-dagging unless in the period since the last de-dagging the Operator carted more than 30% of their loads in excess of 50 mpa, low slump concrete, kerb mix and/or no fines in which case Boral shall be responsible for the de-dagging.
- (c) All de-dagging work will be conducted outside normal working hours or otherwise by mutual agreement between an Operator and Boral.
- (d) All de-dagging will be completed as soon as practicable.

#### 16.7 Major Maintenance of Mixer

Boral shall be responsible for all major mixer maintenance. Such repair or maintenance requirements will be carried out wherever practicable outside normal operating hours and all work will be completed as soon as practicable and without delay.

#### 16.8 Provision Of Fuel For The Mixer

An Operator is responsible for the provision of the fuel to run the mixer.

#### 16.9 Parking Of Mixer

Boral's mixer is to be parked only in places approved by Boral. An Operator is not responsible for any loss or damage to Boral's mixer when so parked. Where approval is not given for the mixer to be parked at a location requested by an Operator, then the Operator assumes responsibility for all loss and damage to Boral's mixer when so parked.

#### 16.10 Damage To Mixer

Subject to clause 16.9, an Operator shall be responsible for any damage to the mixer except where such damage is caused by Boral, its servants or agents.

#### 16.11 Cease Using The Mixer For Repairs, Servicing Etc

An Operator must stop using the mixer (or any part of it) if Boral so directs because in Boral's opinion that is appropriate pending the carrying out of any repairs provided that if an Operator's vehicle is required for more than two working days to carry out the repairs they shall be paid by Boral at the rate of item (L) of Schedule 1 per hour up to a maximum of eight hours each day. To avoid any doubt, during such repairs the Operator will continue to be paid their monthly retainer.

#### 16.12 Replacement Of Mixer

If Boral decides to replace an Operator's mixer they must make their vehicle available provided that if their vehicle is required for more than five working days to carry out the replacement they shall be paid by Boral at the rate of item (L) of Schedule 1 per hour up to a maximum of eight hours each day. To avoid any doubt, during such replacement work the Operator will continue to be paid their monthly retainer.

### **17. Painting and/Or Signwriting**

#### 17.1 Boral To Periodically Paint

Boral shall periodically paint and/or signwrite the vehicle to its specification.

### 17.2 Quality Of Painting

Paint used will be of a quality that is acid resistant and capable of withstanding the arduous conditions of the industry. The painting shall be undertaken by a recognised truck painting contractor and the standard of finish shall be not less than that provided by tradesmen specialising in this field.

### 17.3 Preparation For Painting

All necessary surface preparations and procedures recommended by the paint manufacturers shall be adhered to. An Operator shall be responsible for the provision of a sound painting surface of the vehicle, including but not limited to the rectification of corrosion, prior to presentation for painting.

### 17.4 Time Of Painting

All painting is to be done, weather permitting, within the estimated time for the following situations:

- (a) vehicle 10 days;
- (b) prime mover only 5 days; and
- (c) prime mover and mixer frame (not including barrel) 6 days.

To avoid any doubt, during such time the Operator will continue to be paid their monthly retainer.

### 17.5 Period Of Painting

A vehicle shall be painted every 5 years or a longer or shorter period by mutual agreement.

### 17.6 Meaning Of Vehicle

To avoid any doubt, for the purposes of this clause "vehicle" shall mean the complete prime mover and mixer including all their components and external surfaces without exception. The mixer shall be removed from the prime mover for painting.

### 17.7 Unacceptable Paint Finish

In the event that the paint finish of the vehicle is of a standard unacceptable to an Operator, they shall advise Boral prior to the vehicle being removed from the workshop.

### 17.8 Time Of Painting Excessive

Where painting exceeds the duration stated in clause 17.4 or where a vehicle has to be returned for repainting or painting repairs, an Operator shall be paid by Boral at the rate of item (L) of Schedule 1 per hour up to a maximum of eight hours each day. To avoid any doubt, during such time the Operator will continue to be paid their monthly retainer.

### 17.9 Removal Of Logos

An Operator will make their vehicle available to Boral for removal of all "stick on logos" from their vehicle whenever their vehicle is permanently removed from Boral's fleet.

### 17.10 Transport

A means shall be provided by Boral at Boral's cost to convey the Operator to their place of residence or plant whichever is the lesser distance and return them to the paint shop as and when required.

## 18. Delegates

### 18.1 Recognition

An Operator appointed as Yard Delegate shall upon notification thereof to Boral by the Branch or Sub Branch Secretary of the Union, be recognised as the accredited representative of the Union.

### 18.2 Use Of Facilities

The appointed Union Delegate or Executive Delegate shall be provided with reasonable access to and use of a telephone free of charge for Union matters, provided that Boral's site staff are consulted.

## 19. Nominated Driver

### 19.1 Use Of Nominated Driver

Except as expressly provided in this Part B an Operator shall:

- (a) only use a nominated driver who is approved by Boral having satisfactorily undertaken any assessment, testing their suitability to be a nominated driver; and
- (b) use their best endeavours to make sure that no one except the nominated driver drives their vehicle for the cartage work or operates the mixer.

Notation:

This clause applies to both nominated and relief drivers. Boral will pay for any assessment arising from clause 19.1 (a) but an Operator shall pay for the nominated driver's time in attending the assessment.

Any person driving an Operator's vehicle prior to the commencement of this Part B will not be required to undertake any assessment arising from clause 19.1(a).

### 19.2 Licences

An Operator shall:

- (a) make sure that the nominated driver is at all times the holder of a current driver's licence appropriately endorsed or issued in respect of their vehicle and:
  - (i) immediately notify Boral if that licence is cancelled or suspended for any reason; and
  - (ii) present that license to Boral upon request if needed to confirm that it is not cancelled or suspended; and
- (b) make sure that the nominated driver obtains any site safety induction card for construction/building site access.

### 19.3 Nominated Driver Fitness For Work

An Operator shall:

- (a) ensure that the nominated driver is at all times fit to perform the cartage work;
- (b) every twelve months supply Boral with written confirmation from a medical practitioner, that the nominated driver is medically fit to perform the cartage work; and
- (c) pay for the cost of any such medical provided that Boral will pay the cost if the nominated driver attends a medical practitioner of Boral's choosing.

#### 19.4 Use Of Relief Driver

If the nominated driver cannot drive through illness or for other good reason, an Operator may use a relief driver but an Operator shall first obtain Boral's approval for the relief driver.

An Operator shall:

- (a) make sure that the relief driver is at all times the holder of a current driver's licence appropriately endorsed or issued in respect of their vehicle and:
  - (i) immediately notify Boral if that licence is cancelled or suspended for any reason; and
  - (ii) present that license to Boral upon request if needed to confirm that it is not cancelled or suspended;
- (b) make sure that the relief driver obtains any site safety induction card for construction/building site access; and
- (c) ensure that the relief driver is at all times fit to perform the cartage work.

### 20. Uniforms

#### 20.1 Dress

The nominated driver (and any relief driver) shall maintain an acceptable neatness of dress and appearance.

#### 20.2 Uniform

- (a) Boral shall issue each Operator with a standard uniform issue and the nominated driver (and any relief driver) shall wear the uniform when performing cartage work.
- (b) Standard uniform issue shall be to a maximum of:
  - (i) 5 shirts;
  - (ii) 2 trousers or 3 shorts;
  - (iii) 3 pairs of socks;
  - (iv) 1 pair of steel capped boots (to be replaced on an exchange basis); and
  - (v) jacket.

Notation: Double the issue of items (i), (ii) and (iii) when first issued.

#### 20.3 Wet Weather Gear

Wet weather and safety gear is to be supplied in accordance with the Award by Boral and will be replaced on an exchange basis.

#### 20.4 Uniform Replacement

Replacement of previously issued uniforms will be on the basis of replacement on return of used items.

## 21. Amenities

### 21.1 Entitlement

All amenities are to be not less than those enjoyed by an employee driver. The appropriate facilities shall be maintained and kept thoroughly clean and hygienic at all times by Boral. Operators shall conduct themselves in a tidy and appropriate manner and assist in meal room cleanliness.

## 22. Major Change, Vehicle and Configuration Variation Etc.

### 22.1 Decision To Introduce Change

Where Boral has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on Operators, Boral shall consult with the Consultative Committee (refer clause 25) about the changes and discuss the introduction of the changes, the effects the changes are likely to have on Operators and shall give prompt consideration to matters raised by the Consultative Committee.

"Significant effects" include termination of engagement, major changes in the composition, operation or size of Boral's fleet or in the work to be performed, the elimination or diminution of work opportunities, the alteration of usual hours of work etc.

### 22.2 Mandatory Consultation

Despite clause 22.1 and to avoid any doubt, if Boral believe that it is desirable to:

- (a) reduce or increase the number of Operator vehicles in the Operator fleet;
- (b) change the balance of vehicle configurations in the Operator fleet;
- (c) reduce or increase the number of company vehicles performing cartage work;
- (d) change the balance of vehicle configurations in the company fleet performing cartage work; and/or
- (e) introduce a new vehicle configuration into the company or Operator fleet,

Boral shall consult with the Consultative Committee (refer clause 25) about the changes and discuss the introduction of the proposed changes, the effects the changes are likely to have on Operators and shall give prompt consideration to matters raised by the Consultative Committee.

### 22.3 Boral's Right To Make Change

Having consulted in accordance with clause 22.2, Boral may:

- (a) (subject to clause 22.4) reduce the number of Operator vehicles;
- (b) increase the number of Operator vehicles;
- (c) (subject to clause 22.5) offer Operators the opportunity to change vehicle configuration (which may include a new configuration);
- (d) reduce or increase the number of company vehicles;
- (e) change the balance of vehicle configuration within the company fleet; and/or
- (f) introduce a new configuration of vehicle into the company fleet.



#### 22.4 Boral Buffer Vehicles

- (a) Where Boral has decided to reduce the Operator fleet to zero, Boral may terminate the Head Contracts of all of the Operators. Provided that if Boral stagger the terminations they must terminate the Operator with the lowest score ascertained in accordance with Annexure 4 first and so on. Provided that if two or more Operators have an equal score the Operator with the shortest service will have their Head Contract terminated first and so on.
- (b) In all circumstances other than those set out in clause 22.4 (a), Boral may reduce the number of Operator vehicles only after having withdrawn all (ten) of the Buffer Company Vehicles from service (at some time after the commencement of this Part B and before commencing to reduce the original number of Operator vehicles in service at the commencement of this Part B) by:
  - (i) calling for volunteers in the relevant configuration(s) of vehicle; and then
  - (ii) terminating the Head Contract of the Operator in the relevant configuration(s) with the lowest score ascertained in accordance with Annexure 4 first and so on. Provided that if two or more Operators have an equal score the Operator with the shortest service will have their Head Contract terminated first and so on.

#### 22.5 Configuration Change

- (a) Boral shall increase the number of Operator vehicles within a particular vehicle configuration by firstly calling for volunteers from existing Operators to move to the relevant configuration of vehicle.
- (b) To avoid any doubt, an Operator who has:
  - (i) complied with the terms of any Change of Configuration Undertaking set out in their Head Contract; or
  - (ii) has purchased a new prime mover so to comply with clause 10.8 (c) of this Part B,cannot be compelled by Boral to change the configuration of their prime mover for the duration of their Head Contract.

### **23. Development and Training**

#### 23.1 Objects, Purposes and Commitments

- (a) Boral and the Operators aim to be the best in the concrete business with a desire to meet and exceed Boral's customer's requirements. This will result in skilled Operators with viable businesses who will, enjoy being part of Boral's operations.
- (b) In addition to the initial induction and training at the time of engagement, Boral and the Operators recognise the mutual benefits of and accept a greater commitment to, ongoing training and development.
- (c) Boral will organise and pay for the costs of providing the necessary training, an Operator must attend. An Operator will be paid at the rate of item (K) per kilometre of Schedule 1 if an Operator is required to use their own vehicle.
- (d) Training where possible, will be structured to minimise the interference with an Operator's working day.
- (e) Training which takes a full day will be limited to 2 working days per annum. Payment for extensive training beyond this will be a matter for negotiation and payment will be made at the rate specified in item (L) of Schedule 1 plus reasonable expenses and travelling cost as in clause 23.1(c).

- (f) In addition, Boral will endeavour to make voluntary training programs (aimed at assisting an Operator in their business) available and these will be excluded from the provision of clause 23.1(b) to 23.1(e) inclusive.
- (g) All training will be conducted within the Sydney Metropolitan Area.

## **24. Grievance and Disputes Procedure**

### 24.1 Commitment

Boral, the Operators and the Union are jointly committed to this procedure and will promote the resolution of disputes/grievances by measures based on consultation, co operation and discussion and avoid interruption to the performance of cartage work and the consequential loss of production, earnings and profit.

### 24.2 Procedure Mandatory

All disputes shall be dealt with under this Clause.

### 24.3 Steps

#### Step I

When there is a disagreement, an Operator shall attempt to resolve the matter by negotiating with Boral or their representative on site.

#### Step 2

Where the matter is not resolved, the Yard Operator Delegate shall attempt to resolve the matter by negotiation with Boral or their representative on site. An Operator's Executive delegate or an Operator's representative may be party to further negotiations with Boral.

#### Step 3

If the matter remains unresolved an official of the Union and/or an Operator's nominated representative shall be party to continued negotiations with Boral.

#### Step 4

If the matter remains unresolved the Secretary, Assistant Secretary, an Official of the Union or an Operator's nominated representative may be party to continued discussions/negotiations with the relevant representatives of Boral.

#### Step 5

If the matter is unresolved the matter will be notified to the Industrial Relations Commission of New South Wales by the Union or Boral pursuant to the Act.

### 24.4 Work To Continue Normally

Cartage work shall continue normally while this procedure is being followed and during all discussions, negotiations and any proceedings about a grievance or matter in dispute.

## **25. Consultative Committee**

### 25.1 Formation Of Committee

- (a) Boral and the Operators must each do all that is reasonably needed to form, maintain and operate a committee comprising Boral representatives and Operator representatives.

- (b) Operator representatives will be elected by the Operators.
- (c) Boral representatives will be selected by Boral.
- (d) The chair shall rotate each year between an Operator representative and a Boral representative.

Notation: The Boral or Operator representatives may invite their agent or representatives to attend meetings if they have given the other party prior notice.

#### 25.2 Sub-Committees

The consultative committee may form (and dissolve) a sub-committee and may act through that sub-committee.

#### 25.3 Committee Procedures

All procedures of the consultative committee are to be determined by the consultative committee. All procedures of any sub-committee of the consultative committee are to be determined by the consultative committee and to the extent that the consultative committee does not determine them, by the sub-committee itself.

#### 25.4 Proper Performance Of Functions

Boral must use its best efforts to ensure that the Boral representatives and the Operators must use their best efforts to ensure that the Operator representatives, each do whatever is necessary to ensure that the consultative committee performs the functions set out in this Part B and performs those functions properly and speedily.

#### 25.5 Consultation Procedure

The following procedure shall apply to any matter the subject of consultation:

- (a) Boral or an Operator representative must inform the consultative committee of the relevant matter;
- (b) Boral must if requested by the consultative committee, receive any comments of the consultative committee either at a meeting or in writing;
- (c) Boral must consult about the relevant matter the subject of the consultation and to avoid any doubt consultation means the act of conferring, to seek counsel from, ask advice of and to refer to for information;
- (d) Boral is conclusively taken to have satisfied its obligation to consult thirty days (30) after the step in clause 25.5 (a);
- (e) having consulted, Boral may make its own decision concerning the relevant matter; and
- (f) Boral may require the consultative committee to nominate an Operator representative on the consultative committee to receive communications from Boral on behalf of the consultative committee.

Notation: To avoid any doubt should a dispute arise concerning a matter which is the subject of consultation or a decision made by Boral as contemplated in clause 25.5 (e) either party may utilise the grievance and disputes procedure in clause 24 or exercise their rights pursuant to the Act.

#### 25.6 Prior Consultation Before Exercising Rights Etc

To avoid any doubt, prior to exercising any right arising from clauses 22 or utilising a fleet owner to perform cartage work, Boral must consult in accordance with the procedure set out in clause 25.5.

### 25.7 Periodic Reviews By The Committee

Despite anything else in this clause, the consultative committee will periodically (at least quarterly) review:

- (a) customer satisfaction;
- (b) vehicle utilisation generally and within plants; and
- (c) any other agreed matters associated with the cartage work.

## **26. Continuous Improvement Process**

### 26.1 Participation In Continuous Improvement

In order to maintain and further develop Boral's leading position in the pre mix concrete industry Operators will participate in Boral's "Continuous Improvement Program" activities and processes. The reduction of costs, consistency of quality and customer satisfaction are an integral part of these activities and processes. Both Boral and the Operators will work to ensure that Boral's quality system continues to achieve certification to meet the relevant Australian Standard.

### 26.2 Payment

Any payment under this Clause will be as in Clause 23.1.

## **27. Special Circumstances**

### 27.1 Carting In Other Than Mixer

Where an Operator is requested to cart concrete in their vehicle other than with a mixer the cartage rate shall be negotiated between Boral and the Operator at the relevant time provided that the rate so negotiated is competitive with the prevailing market rate for such cartage.

### 27.2 Special or Unique Circumstances

Boral, the Operators and the Union agree that, this section will not apply to the overwhelming majority of work however where there are special or unique circumstances applying on a specific project then Boral and the Consultative Committee may agree on a special rate structure, on the basis that it is in their mutual best interest. This Contract Determination will be varied by the parties to give effect to any such agreement. If there is no agreement reached then clause 27.2 shall not apply.

## **28. Plant Stored Operator's Equipment**

### 28.1 Provision Of Space

Unless impracticable given the constraints in the plant area, Boral shall provide sufficient space for the secure storage of Operator equipment at their nominated plant that is reasonably necessary to assist in the efficient and effective running of their vehicles.

## **29. Boral Operated Vehicles & Fleet Owners Etc**

### 29.1 Use Of Boral Vehicles

Except as expressly stated in this clause nothing restricts Boral's right to utilise its own vehicles for the cartage work.

- (a) At plants which are a nominated plant for Operator and non-Operator vehicles, Boral's six and eight wheeler vehicles shall:
  - (i) load in accordance with clause 8.2;
  - (ii) participate in all rosters arising from clause 12.1; and
  - (iii) participate in the Access to Cartage Work System as set out in Annexure 5.
- (b) At plants which are a nominated plant for non-Operator vehicles only, Boral's six and eight wheeler vehicles may:
  - (i) load in accordance with clause 8.2;
  - (ii) participate in all rosters arising from clause 12.1; and
  - (iii) participate in the Access to Cartage Work System as set out in Annexure 5.
- (c) Boral shall not introduce any Boral company articulated vehicles into the cartage fleet for the first two years of the operation of this Contract Determination.

## 29.2 Use Of Fleet Owners

- (a) Subject to clause 25.6 and 29.2 (b), (c) and (d), nothing restricts Boral's right to utilise fleet owner vehicles for the cartage work.

Notation: Boral has undertaken to the Union that the commercial terms upon which they would engage a fleet owner would require the fleet owner to:

- (a) operate under Boral's safety management plan or, if Boral elected, operate under their own SMP which would need to meet Boral's SMP standards;
  - (b) comply with the provisions of any relevant employment law (including but not limited to) concerning income tax, workers' compensation, annual leave, long service leave or any award, order determination or agreement of a competent industrial tribunal; and
  - (c) provide any relevant documentation and co-operate with Boral to allow Boral to confirm compliance with such clauses.
- (b) At plants which are a nominated plant for Operator and non-Operator vehicles, fleet owner six and eight wheeler vehicles shall:
    - (i) load in accordance with clause 8.2;
    - (ii) participate in all rosters arising from clause 12.1; and
    - (iii) participate in the Access to Cartage Work System as set out in Annexure 5.
  - (c) At plants which are a nominated plant for non-Operator vehicles only, fleet owner six and eight wheeler vehicles may:
    - (i) load in accordance with clause 8.2;
    - (ii) participate in all rosters arising from clause 12.1; and
    - (iii) participate in the Access to Cartage Work System as set out in Annexure 5.
  - (d) Boral shall not introduce any fleet owner articulated vehicles into the cartage fleet for the first two years of the term of this Contract Determination.

### 29.3 Limit Of Articulated Vehicles

For the third and fourth years of the operation of this Contract Determination Boral shall not have more than five percent of its total cartage fleet (Operator, Boral vehicles, fleet owner vehicles) consisting of articulated vehicles.

## **30. Operating Procedures Etc**

### 30.1 Obligations

An Operator shall perform the cartage work:

- (a) (to avoid any doubt) in accordance with this determination;
- (b) in accordance with any day to day directions given to them by Boral;
- (c) in accordance with any procedures or policies relevant to the performance of the cartage work provided that they have been inducted into the policy or procedure and provided with a copy of it. This includes the provision of a driver's handbook to be maintained by Boral which will include policies, and procedures;
- (d) without jeopardising or damaging Boral's business; and
- (e) with due care and skill and in a proper, thorough and professional manner.

### 30.2 Fines

The Operator is responsible for any fines or other penalties imposed on them:

- (a) if the maximum legal pay load carried with their vehicle is exceeded at any time; or
- (b) for any breach of any relevant laws except when the Operator is fined for carrying mud or earth off a building or construction site after discharging their load in which case Boral shall pay any such fine provided that the Operator has complied with Boral's environmental policy and procedures.

## **31. Occupational Health and Safety**

### 31.1 Obligation To Perform The Cartage Work Safely

An Operator shall perform the cartage work safely and in accordance with any legislative, regulatory requirements and Boral's Occupational Health and Safety policy and procedures (provided that they have been inducted into the policy or procedure and provided with a copy of it). Responsibility and accountabilities of the Operator include but are not limited to the following, to:

- (a) co-operate with any reasonable request made by the site supervisor or manager to ensure compliance with the OH&S Act and Boral policy to protect the health, safety and welfare of persons at all times;
- (b) comply with the requirements of the Safety Management Plan responsibilities and accountabilities and associated procedures;
- (c) use equipment that is issued for personal protection and ensure that it is maintained in proper order;
- (d) regularly inspect their work environment during the day and report any hazards to the site supervisor or manager and take corrective action within the limit of their responsibility;

- (e) participate in Emergency Response practice sessions as organised on the site from time to time; and
- (f) participate through the consultation process i.e. yard meetings or Safety Management Plan review committee meetings to review and implement the "Safety Management Plan" (To avoid any doubt, during this time Boral will continue to pay the monthly retainer).

### 31.2 RTA Requirements

An Operator must ensure that the nominated or relief driver complies with the RTA's requirements related to the number of driving hours and rest periods.

## 32. Environmental

### 70.1 Obligations

An Operator shall perform the cartage work in accordance with any legislative and regulatory environmental requirements and Boral's environmental policy and procedures (provided that they have been inducted into the policy or procedure and provided with a copy of it). Responsibility and accountabilities of the Operator include but are not limited to the following, to:

- (a) co-operate with any reasonable request made by the plant or site supervisor or manager to ensure compliance with the *Environmental Act* and Boral environmental policy;
- (b) comply with the *Clean Air Act* 26(1), which refers to motor vehicles;
- (c) prevent fresh concrete contaminating roadways and cement slurry entering stormwater drains by ensuring chutes are free of excess concrete or loose material prior to leaving the plant and job site;
- (d) not washdown on site without the approval of the customer and only in areas designated by the customer;
- (e) always wash out the mixer and discharge slurry into wash out pits or contained areas; and
- (f) from time to time participate in meetings to, review and implement environmental procedures. The Operator will be paid for all time spent in relation to duties associated with these meetings in accordance with item (L) of Schedule 1. To avoid any doubt, during this time Boral will continue to pay the monthly retainer.

## 33. Good Faith

### 33.1 Boral Obligation

- (a) Boral may operate its business as it sees fit in its own commercial interest, but must act in good faith, meaning that Boral must not abuse a power or right under this Contract Determination or otherwise to obtain an improper collateral benefit or objective.
- (b) To avoid any doubt this extends to the use of related companies to perform its cartage work.

## 34. Operator's Rights

### 34.1 Rights

It is an Operator's right:

- (a) to be treated fairly and courteously by all Boral's personnel;

- (b) to access cartage work in accordance with the Access To Cartage Work System set out in Annexure 5;
- (c) if an Operator considers themselves to have been treated unfairly in the allocation of work to sight the relevant Boral documentation at a mutually agreed time;
- (d) where Boral provides an Operator with the mixer, for the mixer to be adequately maintained by Boral so that an Operator is not hampered by excessive mixer downtime;
- (e) in the event of a dispute over any matter, to have the opportunity to present their case to Boral and be impartially judged and to also be represented by their Union delegate or official if requested;
- (f) to consult with the Area Manager in the presence of the delegate regarding work load/plant trucking; and
- (g) to be able to report any improper conduct without fear of reprisal.

### **35. Mixer Ownership**

#### 35.1 Applicable Conditions

- (a) A number of Operators own their own mixer and they may continue to operate with their own mixer under this Part B. Set out in Annexure 2 are terms and conditions that apply to these Operators in lieu of the stated provisions in the main body of this Part B.
- (b) In addition to any other rates payable when an Operator owns their own mixer an Operator shall receive the rate in Schedule 1 (I) per load. To avoid any doubt this is a flat payment and attracts no other premium, penalty or surcharge.
- (c) An operator who owns their mixer may elect to change to a Boral owned mixer with 3 months notice.

### **36. Other Conditions**

#### 36.1 Reference

For conditions of engagement of Operators other than those contained in this Part B (such as termination, severance, redundancy, assignment etc) refer to an Operator's Head Contract executed between them and Boral.

### **37. Leave Reserved**

#### 37.1 Matters

Leave is reserved to the parties to apply as they see fit in relation to:

- (a) insurance cover relating to underground work.

## **SCHEDULE 1**

### **RATES**

Item	Description	Unit	Six Wheeler \$	Eight Wheeler \$
A	Retainer	Per Month	5,691	6,285
B	Load Fee	Per Load	21.04	24.19
C	Kilometre Rate	Per KM	1.90	2.16



D	Mixing In Yard	Per Load	21.24	24.21
E	Waiting Time	Per Minute	1.02	1.16
F	Transfer Fee	Per KM	0.95	1.08
G	Standby Time	Per Half Hour	14.89	15.60
H	Out of Hours Surcharge (Monday -Saturday)	Per Load	29.78	31.20
I	Own Mixer Rate	Per Load	10.00	12.00
J	Agitating Fee	Per Minute	1.02	1.16
K	Car Travelling	Per KM	0.68	0.68
L	Labour Hire	Per Hour	14.89	15.60
M	Out of Hours Surcharge (Sunday Public Hol)	Per Load	37.23	39.00
N	Call Out Fee	Fee	119.12	124.80

## SCHEDULE 2

### MONTHLY RETAINER

#### 1. Monthly Retainer Payment

##### 1.1 Payment

Subject to this Schedule, Boral shall pay an Operator the relevant monthly retainer payment each month as set out in Schedule 1.

##### 1.2. Requirement to Work Regular Days

An Operator must be available to perform the cartage work on the regular days from their allocated start time and until rostered off by Boral. If they are not then their monthly retainer for the next month shall be reduced by the relevant retainer reduction factor for each regular day they are not available to perform the cartage work from their allocated start time and until rostered off by Boral.

##### 1.3. Final Monthly Retainer Payment

If an Operator's engagement ends or is terminated then Boral may deduct from any cartage payment owing to the Operator any amount overpaid on account of a monthly retainer paid in advance by Boral.

##### 1.4. Meanings:

For the purposes of this Schedule the following meanings shall apply:

"regular days" see definition in Dictionary (refer Clause 1)

"retainer reduction factor"

Six Wheeler Vehicle: The dollar amount determined by multiplying the six wheeler retainer rate (Schedule I Item A) by 12 then dividing this total by 290.

Eight Wheeler Vehicle: The dollar amount determined by multiplying the eight wheeler retainer rate (Schedule 1 Item A) by 12 then dividing this total by 290.

**SCHEDULE 3****RATE REVIEW & COST ITEMS**

The following is a list of items that constitute the true cost model, the total cost for these items at the start of this Part B and the base cartage information on which initial rates have been developed.

Item #	Description	6 wheeler \$	8 wheeler \$
1	Annual Wage	29,422.64	30,825.60
2	Slump Allowance	856.80	856.80
3	Workers Compensation	2,980.38	3,119.81
4	Annual Leave Loading	565.82	592.80
5	Long Service Leave	490.38	513.76
6	Superannuation	2,648.04	2,774.30
7	Casual Labour	2,482.25	2,598.91
8	Full Comprehensive Vehicle Insurance	2,923.00	3,300.00
9	Public Liability Insurance	330.00	330.00
10	Sick & Accident Insurance	693.00	693.00
11	Vehicle Funding	17,907.48	21,393.55
12	Registration Costs	1,065.82	2,379.00
13	Green Slip	1,698.18	2,379.00
14	Stamp Duty	593.36	709.93
15	Other Costs	3,637.60	3,637.60
16	Overtime Labour	15,187.80	15,912.00
17	Return on Asset	12,165.37	14,321.38
18	Fuel	9,676.75	9,993.80
19	Tyres	2,102.49	2,735.37
20	R&M	9,234.00	10,224.00
	<b>TOTAL</b>	<b>116,661.15</b>	<b>129,290.61</b>

Base Cartage Information		
Average Loaded Kilometres	8.5	8.5
Loaded Kilometres Total	11050	10625
Total Kilometres Travelled	22100	21250
Average m3 per load	5	6
Loads Per Annum	1300	1250
Average Productivity	6500	7500

**1. Review Period**

- (a) The following rate items are to be reviewed each January (annual review) and July (six month review), with the corresponding rate items in Schedule 1 impacted by the review adjusted on the 1st of February and the 1st of August each year respectively.

Item #	Description
18	Fuel
19	Tyres

The July review will involve the sourcing of prices as at the 30th June. Base cartage information will not be reviewed.

Prices for the January review will be based on prices as at the 31st of December and a review of the base cartage information.

- (b) The following rate items are to be reviewed in January each year with the corresponding rate items in Schedule 1 impacted by the review adjusted on the 1st February each year.

Item #	Description
1	Annual Wage
2	Slump Allowance
3	Workers Compensation
4	Annual Leave Loading
5	Long Service Leave
6	Superannuation
7	Casual Labour
8	Full Comprehensive Vehicle Insurance
9	Public Liability Insurance
10	Sick and Accident Insurance
12	Registration Costs
13	Green Slip
15	Other Costs
16	Labour Overtime
17	Return on Asset
20	Repair and Maintenance

Prices for the January review will be based upon prices as at the 31st of December and a review of the base cartage information.

- (c) The following items are to be reviewed every 7 years with the corresponding rate components impacted by the review adjusted on the 15th of July following the review.

Item #	Description
11	Vehicle Funding
14	Stamp Duty

- (d) Despite the provisions in (b) above, should the Award be varied those items affected by any such variation shall be reviewed as:
- (i) part of the January review if the variation is effective in November or December;
  - (ii) part of the July review if the variation is effective in May or June; or
  - (iii) a separate review effective 30 days after the variation is effective if the variation occurs in a month other than November, December, May or June.

#### 1.1 Base Cartage Information Sources

Base cartage information is specific to a particular vehicle configuration for example loads per annum might be 1,300 for six wheelers and 1,250 for eight wheelers. The data gathered should be for the Operator fleet only for the 12 month period prior to the annual review in January (1st January to 31st December) and exclude work done by company vehicles and fleet owners. Information is based on Boral records for vehicles which have worked a minimum of 90% of the period from which the cartage information will be sourced.

- (a) Loads Per Annum - is the average number of loads per annum.
- (b) Loaded Kilometres - is the average docketed distances to the customers job site for delivery, this figure excludes any kilometres travelled for transfers.
- (c) Loaded Kilometres Total - is the average total loaded kilometres travelled. This can be expressed as (Loads Per Annum x Loaded Kilometres)

- (d) Total Kilometres Travelled - is the total round trip distance excluding any kilometres travelled on transfers. This can be expressed as Loaded Kilometres Total x 2.

## 1.2 Description of Review & Calculations

- (a) Rate Component A = Retainer

The annual retainer payment is the sum of the total for each of the following fixed cost items. To determine the monthly payment the sum of these items is divided by 12 (months). The calculation must be done for each vehicle configuration with applicable source data.

Item #	Description	Rate Review Method
1	Annual Wage	Varied changes to Award
2	Slump Allowance	Change In Actual Cost
3	Workers Compensation	Change In Actual Cost
4	Annual Leave Loading	Varied by changes to Award
5	Long Service Leave	Varied by changes to Award
6	Superannuation	Change In Actual Cost
7	Casual Labour	Change In Actual Cost
8	Full Comprehensive Vehicle Insurance	Change In Actual Cost
9	Public Liability Insurance	Change In Actual Cost
10	Sick & Accident Insurance	Change In Actual Cost
11	Vehicle Funding	Reviewed every 7 years
12	Registration Costs	Change in Actual Cost
13	Green Slip	Change In Actual Cost
14	Stamp Duty	Reviewed every 7 years
15	Other Costs	Based on item varied by either Consumer Price Index or Change in Actual Costs

- (b) Retainer Formula

Item 1 + Item 2 + Item 3 + Item 4 + Item 5 + Item 6 + Item 7 + Item 8 + Item 9 + Item 10 + Item 11 + Item 12 + Item 13 + Item 14 + Item 15 = Total Retainer Cost

Total Retainer Cost / 12 = Component A of Schedule 1 (Retainer Per Month)

## 2. Description of Items Composing Retainer

### 2.1 Item 1-Annual Wage

Description - this is the annual base wage paid to the driver. The grade used varies by configuration with the appropriate level selected from the award based on vehicle specification. These rates are reviewed annually.

- (a) Source: Transport Industry State Award

Six Wheeler -	Transport Worker Grade 4
Eight Wheeler -	Transport Worker Grade 5

- (b) Formula

Award Rate Per Week x 52 weeks = Item I

- (c) Six Wheeler Example:

52 X \$565.82 = \$29,422.64

## 2.2 Item 2 - Slump Allowance

Description - the allowance paid to concrete drivers as described in the award. This calculation is the same across all vehicle configurations and is reviewed annually

- (a) Source: Transport Industry State Award

Weeks paid 48 (52 weeks minus 2 weeks annual leave and 2 weeks for casual)

- (b) Formula

Award Slump Allowance Per Week X 48 weeks = Item 2

- (c) Six Wheeler Example:

$\$17.85 \times 48 \text{ weeks} = \$856.80$

## 2.3 Item 3 - Workers Compensation

Description - allowance for workers compensation based on government requirements. The total will vary based on vehicle configuration and is reviewed annually

- (a) Source: - Government Regulated Allowance for concrete slurry manufacturing

Calculated on total labour cost (sum of annual wage, overtime, slump allowance).

- (b) Formula

$(\text{Item 1} + \text{Item 16} + \text{Item 2}) \times \text{Workers Compensation Allowance} = \text{Item 3}$

- (c) Six Wheeler Example:

$(\$29,422.64 + \$856.80 + \$15,188) \times 6.555\% = \$2,980.38$

## 2.4 Item 4 - Annual Leave Loading

Description - based on award allowance for annual leave loading. Drivers have been allocated 4 weeks annual leave. This value will vary based on vehicle configuration and is reviewed annually.

- (a) Source: Transport Industry State Award

- (b) Formula

Award Weekly Wage X Award Leave Loading = Weekly Leave Allowance

$4 \times \text{Weekly Leave Allowance} = \text{Item 4}$

- (c) Six Wheeler Example

$\$565.85 \text{ (weekly wage)} \times 25\% \text{ (award allowance)} = \$141.46$

$4 \text{ (weeks)} \times \$141.46 = \$565.84$

## 2.5 Item 5 - Long Service Leave

Description - allowance for allocation of monies for long service leave. This value will vary by vehicle configuration and is reviewed annually.

- (a) Source:

*Long Service Leave Act* as amended

- (b) Formula

13 (weeks)/15 (years) = Long Service Leave %

Award weekly wage X Long Service Leave % = Item 5

- (c) Six Wheeler Example:

13 weeks/15 years = 86.6%

\$565.82 (weekly wage) X 86.6% = \$490.38

## 2.6 Item 6 - Superannuation

Description - payment of superannuation based on statutory requirements. This value will vary by vehicle configuration (due to difference in labour rates) and is reviewed annually.

- (a) Source: *Superannuation Guarantee Administration Act* employer funded % superannuation contribution percentage

Labour Costs is the annual wage component only from Award

- (b) Formula

Item 1 x superannuation % = Item 6

- (c) Six Wheeler Example

\$29,422.64 (annual wage) x 9% (super %) = \$2,648.04

## 2.7 Item 7 - Casual Labour

Description - allowance for casual labour when driver is on two weeks approved annual leave and their vehicle is required to work. For the remaining two weeks annual leave it has been determined that the vehicle will not be required. This calculation will vary by vehicle configuration and is subject to annual review.

- (a) Source:

The two weeks leave and hours worked component are fixed.

Transport Industry State Award with rates by vehicle grade

Casual rate for normal hours is Award rate +15% plus 1/12 leave loading

Casual Rate for overtime is Award rate +15%

Superannuation & Workers Compensation calculations use the same methods

described previously taking into account rates applicable for casual labour

- (b) Calculation:

(i)  $A \times B = C$

- (ii)  $\{C + (C \times 1/12)\} = D$
- (iii)  $E \times D = J$
- (iv)  $(C \times 1.5) \times F = K$
- (v)  $(C \times 2) \times G = L$
- (vi)  $J+K+L+H=M$
- (vii)  $J \times N = O$
- (viii)  $M \times P = Q$
- (ix)  $(M + O + Q) \times I = \text{Item 7}$

A = Rate Per Hour (Award Grade)

B = Casual Labour Loading (15%)

C = Standard Casual Rate Per Hour

D = Rate With Leave Loading

E = Standard Hours Per Week (38)

F = Hours at Time & half per week (9.6)

G = Hours At Double Time (4)

H = Slump Allowance Per Week

I = # of weeks for casual

J = Casual Weekly Wage Total

K = Time and Half Weekly Total

L = Double Time Weekly Total

M = Total Per Week

N = Superannuation Rate (= B item 6)

O = Per week Super Total

P = Workers Comp %

Q = Per week workers comp

(c) Six Wheeler Example

Casual Labour Costs							
	Rates		Weekly Rates Calculation			Rate	
	\$					\$	
Rate	14.89		Normal	38		18.55	704.92
loading	15%		Hours				
standard	17.12		1.5 hours	9.6		25.69	246.58
Leave Loading p/h	1.43		2 hours	4		34.25	136.99
annual leave loading	18.55			51.6			1,088.48
Workers comp	Totals	Per Week			Weeks	2	2,176.97
superannuation	143	71.35			Slump	2	35.70
	127	63.44					2,212.67
Total	2,482.25	1,241.13					

2.8 Item 8 - Full Comprehensive Insurance

Description - cost of insuring vehicle based on the value of the vehicle. Value will vary based on vehicle configuration and is subject to annual review.

- (a) Source: Quote sourced from agreed supplier. Vehicle value used for the quotation will be based upon the latest Glass's guide valuation at average price level for the initial vehicle specified

(b) Six Wheeler Example

If three years into the contract the Transport Manager will source a quote for a three year old six wheeler Iveco at the average Glass's guide value.

2.9 Item 9 - Public Liability Insurance

Description - costs of public liability insurance to cover value specified in the contract determination under clause 7.3 of Part B. Value will not vary based on vehicle configuration and is subject to annual review.

(a) Source - Quote sourced from agreed supplier

(b) Example

\$330 quoted rate

2.10 Item 10 - Sick and Accident Insurance

Description - based on \$700 per week with 7 day excess. Value will not vary based on vehicle configuration and is subject to annual review.

(a) Source - Quote sourced from agreed supplier

(b) Example

\$693

2.11 Item 11 - Vehicle Funding

Description - Vehicle funding is based upon a seven year fixed interest rate loan. With costs determined by taking into account the payment of the principle, interest charged and resale value of the vehicle to provide a value for the cash cost of funding. Value will vary based on vehicle configuration and is not subject to review until the end of the first term.

(a) Source:

Compound interest calculation based on fixed rate of 7.95% over 7 years (NAB), purchase price of vehicle based on Operator price for configuration from Boral's current supplier, agreed vehicle disposal value determined at the end of the seven year term. Value varies by vehicle configuration.

(b) Formula

$$A - B = C$$

$$C/D = \text{Item 11}$$

A = Cost of vehicle and Interest	B = Disposal Value of Vehicle
C = Cash cost )	D = Years (7 years)

(c) Six Wheeler Example



**CASH COST OF HOLDING VEHICLE**  
**IVECO 6X4 ULTRA LIGHTWEIGHT AUTO**

Purchase	\$138,450	Interest (based on 7.95%)
Year 1		\$10,451
Year 2		\$9,171
Year 3		\$7,785
Year 4		\$6,302
Year 5		\$4,663
Year 6		\$2,906
Year 7		\$1,004
Total Payment		\$180,732
Cost of Cash	\$180,732	
Disposal Value at End of 7	\$55,380	
Cash cost total	\$125,352	
Years	7	
Per Annum	\$17,907.48	Fixed value for term of contract

## (d) Eight Wheeler Example

Purchase	\$165,650	Interest (based on 7.95%)
Year 1		\$12,500
Year 2		\$10,961
Year 3		\$9,294
Year 4		\$7,510
Year 5		\$5,539
Year 6		\$3,425
Year 7		\$1,137
Total Payment		\$180,732
Cost of Loan	\$216,015	
Disposal Value at End of	\$66,260	
Cash cost total	\$149,755	
Years	7	
Per Annum	\$21,393.55	

## 2.12 Item 12 - Registration Costs

Description - registration of vehicle. Will vary based on vehicle type and is subject to annual review.

(a) Source: Roads and Traffic Authority

(b) Six Wheeler Example

\$1,065.82

## 2.13 Item 13 - Green Slip

Description - compulsory third party insurance can vary by vehicle type and is subject to annual review.

(a) Source: Qualified insurer sourced by Transport Manager.

(b) Six Wheeler Example

\$1,698.18

## 2.14 Item 14 - Stamp Duty

Description - tax applied for purchase of new vehicle as specified at start of contract. Will vary based on vehicle type and is not subject to review until the end seventh year.

(a) Source: Based upon government charge and initial purchase price

(b) Six Wheeler Example

$$\$138450.00 \times 3.0\% = \$4,153.50$$

$$\$4,153.50 / 7 = \$593.36$$

## 2.15 Item 15 - Other Costs

Description - other fixed costs associated with operating business do not vary based on vehicle type. Costs are reviewed annually with filing fees and drivers licence costs based upon variations in the actual costs. Remaining items will be indexed each year on the 1st of February by the percentage variation in the ABS Sydney All Groups Consumer Price Index for the preceding 12 month period (January - December).

(a) Source Components

(i) Drivers Licence - RTA fee

(ii) Filing Fee = government statutory charge

(iii) Accounting Fee, Street Directory, Postage, Telephone, Medical, Bank Charges, Minor Truck Damage, Entity Formation - based on prices at the start of contract.

(b) Formula

(i) Drivers Licence = RTA fee

(ii) Filing Fee = sourced from government statutory charge

(iii) Accounting Fees + Street Directory + Postage + Telephone + Medical + Bank Charges + Minor Truck Damage + Entity Formation = Other Costs

(iv) Other Costs x CPI % increase = CPI review other casts

(v) Drivers Licence + Filing Fee + CPI review other casts = Item IS Total

Example

Annual Drivers Licence price = \$39.00

Filing Fees= \$200

Accounting Fees	\$2,500.00
Street Directory	\$39.00
Entity Formation	\$150.00
Postage	\$22.00
Telephone	\$107.60
Medical	\$160.00
Bank charges	\$120.00
Minor Damage	\$300.00
Other Costs Total	\$3,398.60

CPI increase = 2%

$\$3,398.60 \times 1.02 = \$3466.57$

$\$3466.57 + \$39 + \$200 = \$3705.57$

### 3. Rate Component B = Load Fee

The load fee is the sum of the per load rates for overtime and return on asset. Will vary based on vehicle configuration and is reviewed annually.

Item	Description	Rate Review Method
16	Overtime	Change in Award Rate
17	Return on Asset	Sydney All Groups CPI

### 4. Load Fee Formula

Overtime Total Cost/Loads Per Annum = Overtime Per Load Rate

Average Return On Asset/Loads Per Annum = Return On Asset Per Load Rate

Overtime Per Load Rate + Return On Asset Per Load Rate = Component B Schedule 1 (Load Fee)

(a) Six Wheeler Example

(i)  $\$15,187.80 / 1300 = \$11.68$

(ii)  $\$12,165 / 1300 = \$9.36$

(iii)  $\$11.68 + \$9.36 = \$21.04$

### 5. Description of Items for Load Fee

#### 5.1 Item 16 - Overtime

Description - calculation of overtime paid during standard hours Monday - Saturday. The total costs for item 16 is converted into a per load charge. Will vary based on vehicle type and is subject to annual review.

(a) Source: - Rate Per Hour - Transport Industry State Award

Overtime - fixed agreed hours (based on 10 hours per week @ time and half Monday to Friday, 2 hours time and half Saturday and 5 hours double time double time Saturday, 230 standard working days and 45 Saturdays, Hours are then discounted by 20% to account for rostering).

Hours	Time & Half Hours	Double Time Hours
Six Wheeler	440	180
Eight Wheeler	440	180

(b) Review Formula

(i)  $A \times 1.5 = B$

(ii)  $A \times 2 = C$

(iii)  $B \times D = E$

(iv)  $C \times F = G$

$$(v) \quad E + G = H$$

## (c) Six Wheeler Example

Time

H/I = Overtime Per Load Rate

A = Award Rate Per Hour

B = Time and Half Rate

C = Double Time Rate

D = Overtime @ Time &amp; Half (440 hours)

E = Total \$ @ Time and Half

F = Overtime @ Double Time (180 hours)

G = Total \$ @ Double Time

H = Overtime Total Cost

I = Loads Per annum

## (a) Six Wheeler Example

Time & Half Rate  $14.89 \times 1.5 = \$22.335$ Double Time Rate  $\$14.89 \times 2.0 = \$29.78$ 440 hours  $\times \$22.335 = \$9,827.40$ 180 hours  $\times \$29.78 = \$5,360.40$ 
 $\$9,827.40$  (Time & Half Cost) +  $\$5,360.40$  (Double Time Cost) =  $\$15,187.80$   
 (overtime total cost)

 $\$15,187.80$  (overtime total cost) / 1300 (loads per annum) =  $\$11.68$  (Overtime Per  
 Load Rate)

## 5.2 Item 17 - Returns on Asset

Initial Rate Development - calculated based upon an agreed return on the depreciated value of the vehicle. The return on assets total is developed based upon a premium above the standard term deposit rate. The agreed total return at the start of the contract will be indexed each year on the 1st of February by the percentage variation in the ABS Sydney All Groups Consumer Price Index for the preceding 12 month period (January - December).

## (a) Initial Calculation:

Return Premium - fixed at 7.5% above the term deposit rate. Based upon initial return value of 13% and current term deposit rate of 5.5%.

Term Deposit - NAB \$100,000 invested for 12 months, rate at start of contract 5.5% sourced from website (premium = 13% - 5.5% = 7.5%)

Vehicle value - sourced from Glass's guide commercial vehicles valuation based on Iveco average vehicle price.

(i) Return On Asset Total (Start of Contract)

Six Wheeler	\$12,165 per annum
Eight Wheeler	\$14,321 per annum

(b) Rate Review

The rate review is based upon the Return on Assets Total indexed each year on the 1st February by the percentage variation in the ABS Sydney All Groups Consumer Price Index for the 12 months (January - December ) preceding the rate review period.

Return On Assets Total = Current Return On Assets Total x CPI % Change = Return On Assets Total (new)

Return On Assets "Total (new)/Loads Per Annum = Return on asset per load.

Example

CPI Increase = 2%

Six Wheeler = \$12,165 X 1.02 = \$12,408.30

\$12,408.30/1300= \$9.54

### 5.3 Rate Component C = Kilometre Rate

The kilometre rate is the sum of the per kilometre unit rates for the fuel, tyres and R&M items. Will vary based on vehicle type, fuel and tyres will be reviewed every six months and annually, R&M annually.

Item #	Description	Rate Review Method
18	Fuel	Change in Actual Cost
19	Tyres	Change in Actual Cost
20	Repair and Maintenance of Vehicle	CPI Impact ABS (6401.0 Table 6)

(a) Kilometre Rate Formula

(i) Fuel Total Cost/Loaded Kilometres Total = Fuel Unit Rate

(ii) Tyres Total Cost/Loaded Kilometres Total = Tyres Unit Rate

(iii) Repair & Maintenance total cost/Loaded Kilometres Total = R & M Unit Rate

(iv) Fuel Unit Rate + Tyres Unit Rate + R & M Unit Rate = Kilometre Rate

(b) Six Wheeler Example

(i) \$9,676.25 / 11050 = \$0.875

(ii) \$2,102 / 11050 = \$0.190

(iii) \$9,234 / 11050 = \$0.835

(iv) \$0.875 + \$0.190 + \$0.835 = \$1.90 (component C of schedule 1)

## 5.4 Description of Items for Kilometre Rate

## Item 18 - Fuel

Description - cost of fuel per kilometre. Components should be determined based on the average for the Operator fleet for a particular configuration (average load size, kilometres per litre, distance). Rates will vary based on vehicle type and are subject to six month and annual review.

- (a) Source: Fuel Price Per Litre - based on diesel fuel rebate prices as charged to the Operator fleet by Boral

Fuel Usage KM Per Litre - 6 six wheeler 1.45 (fixed), Eight wheeler 1.35 (fixed)

- (b) Formula:

- (i) Fuel Costs Total

$$(A) \quad A/B=C$$

$$(B) \quad C \times D = \text{Fuel Total Cost}$$

- (ii) Fuel Unit Rate

$$\text{Fuel Cost Total/Loaded Kilometres Total} = \text{Fuel Unit Rate}$$

$$A = \text{Total Kilometres Travelled}$$

$$B = \text{Fuel usage kilometres per litre}$$

$$C = \text{Litres of Fuel Used}$$

$$D = \text{Diesel Fuel Rebate Fuel Price Per Litre}$$

- (c) Six Wheeler Example

	\$
KM Per Litre	1.45
Price Per Litre	0.6349
Paid Distance	8.5
Total Distance	17
Average load	5
# loads	1,300
total km	22,100
Litres normal	15,241
TOTAL	9,676.75

Kilometre Rate = \$9,676.75 (fuel cost) / 11,050 (loaded KM) = \$0.875 per km

## 5.5 Item 19 - Tyres

Description - rate will vary by vehicle configuration and kilometres travelled per annum are subject to six monthly and annual review.

- (a) Source:

- (i) Prices: sourced by Transport manager based on tyre type being used by company fleet. Prices used are the average of two quotes.

- (ii) Life: New tyre 30,000km (new tyres used for steer), retread 25,000 km (retread used for drive tyres) tyre life is a fixed component.
  - (iii) Discount: based on 1st year new tyres on new truck 85% (fixed)
  - (iv) Extra KM: 2.5% addition on total KM travelled (fixed).
  - (v) Punctures: 8 per annum (fixed)
- (b) Formula:
- (i) New Tyre Costs
    - Total Kilometres Travelled x 1.025 = Weighted KM
    - Weighted KM/Tyre Life = # New Tyres Used
    - # Tyres Used Per Annum x # Steer Tyres = Total New Tyres Used
    - Total New Tyres Used x Unit Cost = Total Cost New Tyres
  - (ii) Retread Tyre Costs
    - Total Kilometres Travelled x 1.025 = Weighted KM
    - Weighted KM/Tyre Life = # Retread Tyres Used Per Annum
    - # Retread Tyres Used Per Annum x # Drive Tyres = Total Retread Tyres Used
    - Total Retread Tyres Used x Unit Cost = Total Cost Retread Tyres
  - (iii) Total Cost New & Retread Tyres
    - New Tyre Total Cost + Retread Tyre Total Cost = All Tyre Total Costs
    - All Tyres Cost x Discount (85%) = New & Retread Tyre Total Cost
  - (iv) Cases
    - Total New Tyres Used + Retread Tyres Used = Total Tyre Use
    - Total Tyre Use /3 (agreed retread life) = # Cases Required Per Annum
    - # Cases Required Per Annum x Unit Rate = Cases Total Cost
  - (v) Disposals
    - # Cases Required Per Annum = Disposals Required Per Annum
    - Disposals Required Per Annum x Unit Rate = Disposals Total Costs
  - (vi) Punctures
    - 8 per annum x Unit Rate = Punctures Total Cost
  - (vii) Tyres Total Cost
    - Total Cost New & Retread Tyres + Cases Total Cost + Disposals Total Cost + Punctures

Total Cost = Tyres Total Cost

(viii) Tyres Unit Rate

Tyres Total Cost/Loaded Kilometre Total = Tyres Unit Rate

(c) Six Wheeler Example

TYRE COSTS							
	KM use	KM Travel +%?	Tyre Use	Tyres on truck	Total Usage	Unit Rate \$	Cost \$
Steer Tyres	30,000	22,653	0.76	2	1.51	537	810
Recaps	25,000	22,653	0.91	8	7.25	153	1,106
sub total							1,916
Weighted for New Truck						85%	1,629
Cases					2.92	65	190
3 disposal					2.92	15	44
8 punctures					8.00	30	240
Total							474
weighing						TOTAL	2,102

Tyre Unit Rate = \$2,102 (tyre cost) / 11,050 (loaded KM) = \$0.19 Tyres Unit Rate

5.6 Item 20 - Repair and Maintenance

Description - the repair and maintenance costs associated with operating a particular vehicle configuration. These costs are reviewed annually indexed each year on the 1st of February by the percentage variation in All Groups CPI for Motor Vehicle Repair & Servicing for the 12 months (January - December) preceding the rate review.

(a) Source:

Based on initial rates supplied by Boral's vehicle supplier based on 1800 hours R&M agreement. CPI for Motor Vehicle Repair & Servicing for the 12 months prior to the anniversary date

Service Agreement Rate (Start of Contract)

Six Wheeler \$9,234 per annum  
 Eight Wheeler \$10,224 per annum

6 Wheeler Ave Prod	Dealer Agreement	8 Wheeler Ave Prod	Dealer Agreement
< 1080 loads	1600 hours	< 1080 loads	1600 hours
1080 - 1410 loads	1800 hours	1080 - 1410 loads	1800 hour
> 1410 loads	2000 hours	> 1410 loads	2000 hours

Note: the service agreement at the start of the contract is based upon 1800 hours, if the average number of loads carted falls outside the productivity range specified for 1800 hours in the above table, a new maintenance contract rate will be sourced from Boral's current vehicle supplier.

(i) Review Example Six Wheeler

CPI increase = 2%

\$9,234 x 1.02 (CPI) = \$9418.68

\$9418.68 / 11,050 (loaded km) = \$0.85 per km



(b) Surcharge Review and Calculations

Description - rates will be adjusted based on the review of previous items included in the calculation of surcharges eg fuel, tyres and R&M. The calculations take into account that fixed costs have been recovered and there is some allowance for lost opportunity or minimum cost payments where applicable. Surcharges will be reviewed at the following periods.

Items	Adjusted	Method
Mixing In Yard	6 Monthly	Change in Actual Cost
Waiting Time	6 Monthly	Change In Actual Cost
Transfer Fee	6 Monthly	Change In Actual Cost
Standby Time	Annual Review	Change In Actual Cost
Out of Hours Surcharge	Annual Review	Change In Actual Cost
Own Mixer Rate	Annual Review	Change In CPI
Agitating Fee	6 monthly	Change in Actual Cost
Car Travelling	Annual Review	Change In CPI
Call Out Fee	Annual Review	Change In Actual Cost

(c) Description of Key Calculations

Variable Per Hour - takes into account fuel and R&M for the appropriate surcharges. The figure is weighted to provide an indication of what these costs would be per hours for a standard load.

(d) Six Wheeler Example

$$\$0.876 \text{ (Fuel Rate Per KM)} + \$0.836 \text{ (R\&M Rate Per KM)} = \$1.71 \times 8.5\text{km (ave lead)} = \$14.54$$

$$\$14.54 \times 0.75 \text{ (loads per hours)} = \$10.91$$

Per Load Pay - accounts for the per load payment weighted on an hourly basis.

Six Wheeler Example

$$\$21.04 \text{ (per load rate)} \times 0.75 \text{ (loads per hour)} = \$15.78$$

Waiting Time Weighting - is a weighting used to compensate the vehicle for time lost before waiting time is charged.

Labour Rates - for out of hours work double time rates are used based on the appropriate award grade.

Agitating Fee - is based upon the waiting time rates before weighting is applied

**SURCHARGE CALCULATION SHEET SIX WHEELER**

1. Mixing In Yard Per Load	6w \$	6w	\$	%	Mixing Cost per Load \$
Variables Per Hour	5.46	Variables Per Hour	10.91	50%	5.46
Per Load pay	15.78	Load Pay P/H	15.78	100%	15.78
Total	21.24	Total			21.24
2.Waiting Time	6w \$	6w	\$	%	Cost per hour
Variables Per Hour	10.91	Variables Per Hour	10.91	100%	10.91
Per Load pay	15.78	Per Load Pay	15.78	100%	15.78
Total	26.69	Total			26.69
Per Minute standard	0.44				
Weighting	2.30				
Per Minute Rate	1.02				

3. Transfer Fee	6w \$				
Per KM Cost					
Load	1.90				
Total	0.95				
4. Standby Time	6w \$	6w	\$	%	\$
Per Load Pay	29.78	Labour	29.78	100 %	29.78
Total	29.78				
Per Half Hour	14.89	Total	29.78		29.78
5. Monday - Saturday	6w \$	6w			\$
Out of Hours		Rate			14.89
Rate Per Load	29.78	X2			29.78
		hours			4
		total			119.12
		Per hour Rate = Per Load Rate			
6. Agitating Fee	\$				
Per Minute	1.02				
7. Labour Hire	\$				
Rate Per Hour	14.89				
Note = Award rate					
8. Sunday & Public	6w \$	6w			\$
Out of Hours		Rate			14.89
Rate Per Load	37.23	X2.5			37.23
		Per hour Rate = Per Load Rate			
9. Call Out Fee	\$				
Rate	119.12				
Note = Award rate					

## (e) Owner Mixer Rate

Description: initial rate based upon Boral costs for operating their mixers includes depreciation and R&M

Review: indexed each year on the 1st of February by the percentage variation in the ABS Sydney All Groups Consumer Price Index for the preceding 12 month period (January - December).

## (f) 6 Wheeler Example:

CPI Change = 2%

\$10.00 x 1.02 = \$10.20

**ANNEXURE 1****VEHICLE SPECIFICATIONS**

## Six Wheeler

Vehicles must be able to perform adequately in on and off road applications for mixing, delivery and discharge of concrete.

Selection of transmission, rear axle and power take off ratios must be made to ensure adequate performance of both truck and mixer in all applications.

Prime mover must be no heavier than 6300 kg when loaded full with fuel and water.

Prime mover must be capable carrying a mixer to Boral's specifications which are available on request

Front & rear towing attachments must be installed.

Reversing beeper and a flashing light must be installed.

#### Eight Wheeler

Vehicles must be able to perform adequately in on and off road applications for mixing, delivery and discharge of concrete.

Selection of transmission, rear axle and power take off ratios must be made to ensure adequate performance of both truck and mixer in all applications.

Prime mover must be no heavier than 7600 kg when loaded full with fuel and water.

Prime mover must be capable carrying a mixer to Boral's specifications which are available on request

Front & rear towing attachments must be installed.

Reversing beeper and a flashing light must be installed.

## **ANNEXURE 2**

### **MIXER OWNERSHIP**

1. the Following Clause Shall Apply in Lieu of Clause 7.3 of Part B of the Contract Determination:

An Operator shall arrange and keep current insurance cover whilst working under this Determination in respect of:

- (a) motor vehicle comprehensive or third party property;
- (b) motor vehicle compulsory third party;
- (c) worker's compensation for all employees, including casuals of an Operators Company;
- (d) public liability cover to the value of \$10 million;
- (e) public liability for wrong delivery (extension limit of \$500,000); and
- (f) sickness and accident cover.

2. The following clause shall apply in lieu of clause 10.8 of Part B of the Contract Determination:

Where an Operator owns their mixer and they are required to submit their vehicle to the Roads & Traffic Authority for annual inspection, they shall inform Boral four (4) weeks prior to their registration renewal date or on receipt of their inspection notification, whichever is the earlier.

3. The following clause shall apply in lieu of clause 13.2 of Part B of the Contract Determination:

- (a) Should a mixer breakdown occur, an Operator will be responsible for the removal of the concrete.

- (b) Boral and its staff will assist where possible and will make available facilities at the plants for hosing out mixers where serious breakdowns prevent the removal of concrete by any other means.

4. The following clause shall apply in lieu of clause 15 of Part B of the Contract Determination.

### **15. Provision of Mixer**

#### 15.1 Provision Of Mixer

The Operator shall be responsible for the provision of a mixer in accordance with the relevant mixer specification for their vehicle configuration and its safe and proper initial fitting to their prime mover in accordance with the specifications of the respective manufacturer's including the supply of "U" bolts, clearance lights and a protective chassis/mixer cover plate mutually acceptable to Boral and the Operator.

#### 15.2 Mixer Removal

If a mixer is required to be removed at any time for any reason, the total cost of mixer removal and replacement shall be borne by the Operator.

#### 15.3 Responsibility After Fitting

After the initial fitting of their mixer an Operator shall be responsible for the mixer being properly secured to their vehicle. An Operator shall be responsible for all maintenance and replacement of clearance lights, globes and mud flaps and statutory signs. Mud flaps shall be supplied to an Operator by Boral free of charge.

#### 15.4 Provision Of Crank Shaft Protection

An Operator shall be responsible for the provision of a crank shaft protection mechanism located between the hydraulic drive and the power take off unit.

#### 15.5 Modifications Etc To Mixer

An Operator who owns their own mixer may absent their vehicle from performing the cartage work in any calendar year for up to two (2) working days to effect modifications and fitting work to the mixer. To avoid any doubt, during these two days the Operator will continue to be paid their monthly retainer.

5. The following clause shall apply in lieu of clause 16 of Part B of the Contract Determination:

### **16. Mixer Care and Maintenance**

#### 16.1 Washing Out The Mixer

An Operator shall exercise all reasonable care for the mixer. The mixer shall be thoroughly washed out internally and cleaned down externally to ensure that there is not build up of concrete and so as not to affect the mixing efficiency, carrying capacity and visual appearance of the mixer.

#### 16.2 Provision Of Cleaning Materials Etc

All cleaning materials and equipment necessary for cleaning the mixer shall be supplied by Boral and shall comply with any and all statutory requirements and regulations.

#### 16.3 Mixer Repairs

An Operator is responsible for all maintenance and repairs to their mixer.

#### 16.4 Removal Of Hardened Concrete

- (a) Boral shall be responsible for the removal of hardened concrete build up from the inside of the mixer (a process commonly known as de dagging) for the first two occasions in a calendar year, provided that if an Operator carts more than 30% of their loads in excess of 50mpa, low slump concrete, kerb mix and/or no fines Boral shall be responsible for the first four occasions in a calendar year.
- (b) All de-dagging work will be conducted outside normal working hours or otherwise by mutual agreement between an Operator and Boral.
- (c) All de-dagging will be completed as soon as practicable.

#### 16.5 Provision Of Fuel For The Mixer

An Operator is responsible for the provision of the fuel to run the mixer.

#### 16.6 Damage To Mixer

An Operator shall be responsible for any damage to the mixer except where such damage is caused by Boral, its servants or agents.

#### 16.7 Repairs, Servicing Etc To Mixer

An Operator who owns their own mixer may absent their vehicle from performing the cartage work in any calendar year for up to five (5) working days to affect repairs to the mixer. To avoid any doubt, during these five days the Operator will continue to be paid their monthly retainer.

#### 16.8 Replacement Of Mixer

An Operator who owns their own mixer may absent their vehicle from performing the cartage work in any calendar year for up to five (5) working days to replace the mixer. To avoid any doubt, during these five days the Operator will continue to be paid their monthly retainer.

6. The following clause shall apply in lieu of clause 17 of Part B of the Contract Determination:

### **17. Painting and/or Signwriting**

#### 17.1 Boral To Periodically Paint

Boral shall periodically paint and/or signwrite the vehicle to its specification.

#### 17.2 Quality Of Painting

Paint used will be of a quality that is acid resistant and capable of withstanding the arduous conditions of the industry. The painting shall be undertaken by a recognised truck painting contractor and the standard of finish shall be not less than that provided by tradesmen specialising in this field.

#### 17.3 Preparation For Painting

All necessary surface preparations and procedures recommended by the paint manufacturers shall be adhered to. An Operator shall be responsible for the provision of a sound painting surface of the vehicle, including but not limited to the rectification of corrosion, prior to presentation for painting.

#### 17.4 Time Of Painting

All painting is to be done, weather permitting, within the estimated time for the following situations:

- (a) vehicle 10 days;

- (b) prime mover only 5 days; and
- (c) prime mover and mixer frame (not including barrel) 6 days.

#### 17.5 Period Of Painting

A vehicle shall be painted every 5 years or a longer or shorter period by mutual agreement.

#### 17.6 Meaning Of Vehicle

To avoid any doubt, for the purposes of this clause "vehicle" shall mean the complete prime mover and mixer including all their components and external surfaces without exception. The mixer should be removed from the prime mover for painting.

#### 17.7 Unacceptable Paint Finish

In the event that the paint finish of the vehicle is of a standard unacceptable to an Operator, they shall advise Boral prior to the vehicle being removed from the workshop.

#### 17.8 Time Of Painting Excessive

Where painting exceeds the duration stated in clause 17.4 or where a vehicle has to be returned for repainting or painting repairs, an Operator shall be paid by Boral at the rate of item (L) of schedule 1 per hour up to a maximum of eight hours each day.

#### 17.9 Removal Of Logos

An Operator will make their vehicle available to Boral for removal of all "stick on logos" from their vehicle whenever their vehicle is permanently removed from Boral's fleet.

### **ANNEXURE 3**

#### **127 STATEMENT**

##### Section 127 Statement

(On Operator Letter head and addressed to the Transport Manager)

(insert Operator Name) states pursuant to section 127 of the *Industrial Relations Act* that it has paid all remuneration payable (including all award and/or statutory benefits and amounts) to its employees employed to perform the cartage work covered by this Contract Determination for the three (3) months prior to (insert date of last day of quarter]

### **ANNEXURE 4**

#### **SELECTION**

The score is determined by cross referencing the table below for the service of the Operator and the age of the Operator's Vehicle and adding together the two scores.

Years of Continuous Service(1)	Score	Vehicle Age	Score
1	2	1	7.5
2	3	2	7
3	4	3	6.5
4	5	4	6
5	6	5	5.5

6	7	6	5
7	8	7	4.5
8	9	8	4
9	10	9	3.5
10	11	10	3
11	12	11	2.5
12	13	12	2
13	14	13	1.5
14	15	14	1
15	16	15	0.5
16	17		
17	18		
18	19		
19	20		
20	21		
21	22		
22	23		
23	24		
24	25		
Thereafter	26		

## ANNEXURE 5

### 1. Access to Cartage Work System

- 1.1 Boral and all Operators believe that Boral, Operators, and fleet owner six and eight wheeler vehicles (in this Annexure "vehicles") should have, as far as operationally practicable, reasonable access to the cartage work.
- 1.2 It is acknowledged by the parties that it is operationally impractical to seek to achieve absolute equality of access to the cartage work.
- 1.3 For the purpose of monitoring and managing cartage work it is agreed that the process described below will be applied to vehicles using the same plant as their nominated plant.
- 1.4 It is agreed that the process for achieving reasonable access to cartage work should not impact Boral's ability to provide customer service and these requirements may from time to time vary the process described.
- 1.5 Reasonable access to the cartage work will be measured by a points system determined method outlined below.
- 1.6 It is the intention of the parties that, to the fullest extent that is operationally practicable, vehicles owned and operated by Boral should achieve levels of productivity comparable with those achieved by Operators undertaking cartage work under similar circumstances
- 1.7 To avoid any doubt, subject to Boral complying with the points system below, Boral accepts no liability for any Operator or fleet owner who may for whatever reason, not achieve reasonable access to cartage work.

### 2. Management of Access to Cartage Work

- 2.1 Endeavours to achieve reasonable access to cartage work shall be the responsibility of and managed by Boral, using a combination of:
  - (a) the application of a points system to monitor access to work which will be referred to for decision making in regard to rosters, and transfers;

- (b) selective rostering of vehicles which have a higher number of points in regard to others by applying start and finishing rosters; and
- (c) creation of a work pool comprising vehicles identified through analysis as experiencing access to work outside a statistical range.

### 3. Determination of Access to Cartage Work

3.1 Reasonable access to cartage work will be measured by plant for vehicles.

3.2 Vehicles will be ranked according to the following point system based on work completed:

Item	Points
Loads Carted	1 Load = 5 points
Kilometres Travelled (Or Part Thereof)	1 km = 0.40 points
Waiting Time	1 Minute = 0.20 point

3.3 To compensate for Operator/driver behaviour which may impact upon the number of loads carted adjustment factors will be applied to aid in accurately determining reasonable access to cartage work.

3.4 Only on regular days (refer to the Dictionary), additional adjustment points will be assigned to vehicles according to the following:

Reason	Adjustment
Late. not available to load at designated start time	15 points
Early Knock Off before 12 noon	25 points
Early Knock Off After 12 noon	15 points
Full day absence without prior approval in accordance with contract	50 points

### 4. Ranking & Loading

4.1 Vehicles will be ranked daily from highest to lowest based on the points system with records held in a Boral database. The database shall be updated continuously on a vehicle by vehicle basis, over a rolling twelve month period recording earned and adjustment points (i.e. at the end of each calendar day data for the corresponding day of the previous year ceases to be relevant to the system).

4.2 On the following day vehicles with the lowest number of cumulative points will be the first vehicles to load and the last vehicles to be rostered off. The determination of the number of vehicles to be rostered off by plant will be subject to Boral's discretion to meet customer requirements. If vehicles are equal in points then the Operators with the least number of adjustment points will be ranked first in the roster.

4.3 At the end of every month a statistical evaluation will be run for vehicles over the cumulative total points scored (including adjustment points) from the database and vehicles with a standard deviation considered to be outside an agreed range will be offered the opportunity to participate in a work pool.

4.4 Work pool vehicles will be preferentially selected in the order identified from the statistical evaluation to participate in periodic transfers for a period not exceeding one month. These vehicles will be the first selected to transfer to plants which require additional capacity. After the selection of the work pool vehicles standard transfer rules will apply to other vehicles.

4.5 If the owner of a vehicle declines the opportunity to become a work pool vehicle for that month they will incur adjustment points to a value that returns them to the average cumulative number of points for their nominated plant.



## 5. Management System

- 5.1 To facilitate the monitoring and management of these measures Boral shall maintain computer based records of the number of earned points and applied adjustment points by vehicle. It is estimated that this system will run two days in arrears of work completed.
- It will be the responsibility of the plant supervisor and Operator representative at that plant to determine adjustment points for each vehicle and ensure they are applied. The results of points by vehicle (including adjustment points) will be posted at the plant.
- 5.2 Out of hours work such as night work and Sundays shall not be included in the points allocation system.
- 5.3 Should an Operator wish to forego participation in the work pool that vehicle shall be allocated adjustment points to a value that returns that vehicle to the average cumulative points applicable at that plant. Thereafter it shall continue in the monthly statistical review. Should a vehicle which has participated in the pool remain eligible for allocation to the pool at the next review occasion, the vehicle may defer participation without adjustment points being applied for that review period only.
- 5.4 New entrants to the Access to Work System shall be allocated points at the end of the month in which they commence equivalent to the previous rolling twelve month period average for all vehicles operating from their nominated plant.
- 5.5 Adjustment points will be applied for all participating vehicles for leave taken on regular days. For the purposes of this clause 5.5 only regular days shall be as defined in the dictionary under "regular day" (d) (when the operator owns the mixer).

P. J. CONNOR, Commissioner.

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(1427)

**SERIAL C3691****UNIMIN AUSTRALIA LIMITED - ATTUNGA (NSW) ENTERPRISE  
AWARD 2004**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Unimin Australia Limited - Attunga (NSW).

(No. IRC 101 of 2005)

Commissioner Cambridge

8 February 2005

**AWARD****PART A****1. Title**

This award shall be known as the Unimin Australia Limited - Attunga (NSW) Enterprise Award 2004.

**2. Arrangement**

Clause No.	Subject Matter
1.	Title
2.	Arrangement
3.	Parties Bound
4.	Commencement Date and Period of Operation of Award
5.	Hours of Work - Day Shift
6.	Hours of Work - Shift
7.	Overtime
8.	Call Out and Stand By
9.	Wages and Allowances
10.	Meal Breaks
11.	Contract of Employment
12.	Redundancy
12A.	Transmission of Business
13.	Grievance Procedure
14.	Payment of Wages
15.	Public Holidays
16.	Relief Shift Operator
17.	Consultation
18.	Amenities
19.	Accident Pay
20.	Training
21.	Safety and Productivity Committee
22.	Daylight Saving
23.	Superannuation
24.	Jury Service
25.	Annual Leave
26.	Annual Leave Loading
27.	Sick Leave
28.	Long Service Leave
29.	Personal/Carer's Leave
30.	Bereavement Leave
31.	Parental Leave

- 32. Anti-Discrimination
- 33. Classifications
- 34. Signatories

#### PART B

#### MONETARY RATES

Table 1 - Wages

Table 2 - Other Rates and Allowances

#### 3. Parties Bound

This award shall be known as the Unimin Australia Limited - Attunga (NSW) Enterprise Award 2004 and shall apply at Unimin Australia (NSW) Limited, Garthowen Road, Attunga NSW 2345 and shall be binding upon:

- (a) Unimin Australia Limited ("UAL" hereafter);
- (b) Employees of UAL, whether members of the relevant union or not, who are employed by UAL in the classifications set out in Part B of this award;
- (c) The Australian Workers' Union, New South Wales;

#### 4. Commencement Date and Period of Operation of Award

- (a) This award rescinds and replaces the David Mitchell (NSW) Pty Ltd (State) Enterprise Award 2001 published 12 July 2002 (335 I.G.108). It shall take effect on and from 8 February 2005 and remain in force for a period of three years. Retrospective application of monetary rates shall apply from 30 September 2004 as approved by the Industrial Relations Commission of NSW on 8 February 2005 (IRC. 101 of 2005).

#### 5. Hours of Work - Day Work

- (a) Ordinary hours shall be up to 12 hours per day, provided that in excess of eight ordinary hours may be worked only where UAL and the majority of employees in the site or section agree, and where it is safe to do so.
- (b) UAL can, on one week's notice, change the arrangement for working a 38-hour week. Arrangements for working 38 hours per week - ordinary hours shall average 38 per week and shall be arranged in accordance with any of the following methods:
  - (i) By employees working less than eight ordinary hours each day; or
  - (ii) By employees working less than eight ordinary hours on one or more days of each week; or
  - (iii) By fixing one weekday on which all employees will be off during a particular work cycle; or
  - (iv) By rostering employees off on various days of the week during a particular work cycle so that each employee has one weekday off during that cycle; or
  - (v) Such other method as suits the business by agreement between UAL and majority of employees in the site or section; or
  - (vi) The day of a Rostered Day Off (RDO) may be altered by agreement between UAL and the employee or by either party giving one week's notice.
- (c) The ordinary hours of work shall be worked Monday to Friday between 6.00 a.m. and 6.00 p.m., provided that this spread of hours may be altered by agreement between UAL and the majority of employees in the site or section.

- (d) Overtime rates are payable where work is done outside the agreed spread of hours. However, those hours which are worked at overtime rates will be counted as ordinary hours if the total hours worked for the day would otherwise be less than eight.
- (e) UAL shall be entitled to fix the start and finish times for each site or section within the spread of hours agreed in subclause (c) of this clause and to alter them either by mutual consent or by giving employees one week's notice.

## **6. Hours of Work - Shift Work**

- (a) Definition

For the purposes of this clause:

"Afternoon Shift" means any shift finishing after 6 pm and at or before midnight.

"Continuous Work" means work carried out on consecutive shifts of persons throughout the 24 hours of each of at least six consecutive days without interruption except during breakdowns or meal breaks or due to unavoidable causes beyond the control of UAL.

"Night Shift" means any shift finishing subsequent to midnight and at or before 8.00 a.m.

- (b) Requirement

All employees are engaged on the basis that they may be required to work shifts either permanently or on relief.

- (c) Allowance

Employees required to perform work on afternoon or night shifts shall be paid a shift allowance of 15% on their ordinary hour rate.

- (d)

- (i) Continuous Work

This subclause shall apply to shift workers on continuous work as defined. The ordinary working hours of shift workers shall average 38 per week inclusive of crib time as follows:

- (A) 38 hours within a period not exceeding seven consecutive days; or
- (B) 76 hours within a period not exceeding 14 consecutive days; or
- (C) 114 hours within a period not exceeding 21 consecutive days; or
- (D) 152 hours within a period not exceeding 28 consecutive days.

Shifts shall be eight hours per day, provided that shifts up to 12 ordinary hours may be worked in special circumstances where UAL and the majority of employees in the site or section agree.

- (ii) Other than Continuous Work

This subclause shall apply to shift workers who are not engaged on continuous work as defined. The ordinary working hours of shift workers shall average 38 hour per week inclusive of crib time, as follows:

- (A) 38 hours within a period not exceeding seven consecutive days; or
- (B) 76 hours within a period not exceeding 14 consecutive days; or

- (C) 114 hours within a period not exceeding 21 consecutive days; or
- (D) 152 hours within a period not exceeding 28 consecutive days.

Shifts shall be eight hours per day, provided that shifts of up to 12 ordinary hours may be worked in special circumstances where UAL and the majority of employees in the site or section agree.

(e) Rostered Day Off

These shall be organised according to a roster.

- (f) Crib Time - 20 minutes crib time shall be allowed to shift workers for every five hours they work and shall be paid as time worked. These breaks will normally occur between the fourth and fifth hour of the shift subject to the break being taken on the job at a convenient time by agreement with UAL as to avoid the necessity for a stoppage of operations in the establishment and may be staggered in regard to any sections thereof.
- (g) Changeover - Employees (except night shift operators) shall be required to remain on shift until relieved. Employees should take whatever action necessary to arrange relief. If employees are unable to attend a shift or will be delayed, they must contact the person they are due to relieve. Any time worked in excess of the ordinary hours shall be paid at overtime rates. All overtime shall consider OHS and, in any event, no employees shall be required to work more than 16 hours consecutively.
- (h) Continuous Work on Saturday, Sunday and Holidays
  - (i) performed on Saturdays as part of the normal roster shall be paid at time and a half for all ordinary hours worked.
  - (ii) performed on Sundays as part of the normal roster shall be paid at double time for all hours worked.
  - (iii) performed on public holidays as part of the normal roster shall be paid at double time and a half for all hours worked.

These rates are calculated by including the disability allowance in the ordinary rate, overtime rate and penalty rate. Shift allowances shall be applied to the ordinary hours worked on Saturday, Sunday & Public Holidays and shall be paid at the ordinary rate. Shift allowance calculations do not include the disability allowance, overtime rate or penalty rate in the rate calculation.

- (i) Roster - UAL shall be entitled to fix the shift rosters for each site or section and alter them by mutual consent or by giving employees one week's notice.
- (j) Swapping Shifts - Employees may swap shifts by private arrangement between each other, provided that:
  - (i) both employees obtain their supervisor's approval;
  - (ii) time records show the employee who actually worked the shift and the employee who was rostered to work the shift; and
  - (iii) UAL will pay the rostered employee as if the shift had been worked.

## 7. Overtime

- (a) All time worked in excess of the usual daily ordinary hours shall be overtime.
- (b) All time worked outside the spread of hours shall be paid at overtime rates.

- (c) On each day overtime is worked, overtime shall be paid at time and a half for the first two hours and double time thereafter, except on Sundays when all overtime shall be paid at double time and public holidays when all overtime shall be paid at double time and a half.
- (d) Overtime is not payable when arranged between the employees themselves. All overtime must be approved by UAL, or its nominated representative.
- (e) All employees other than Continuous Work employees who are required to work overtime on a Sunday shall be paid double time, with a minimum payment of four hours' pay if work is performed on the Sunday.
- (f) All employees other than Continuous Work employees who are required to work overtime on a public holiday shall be paid double time and a half, with a minimum payment of four hours' pay if work is performed on the public holiday.
- (g) Employees who are rostered to work overtime and cannot attend must notify UAL as soon as possible.
- (h) Employees may be required to work reasonable overtime as directed by UAL.
- (i) Shift Workers - For all time worked in excess of, or outside the ordinary working hour prescribed by this award, or on a shift other than a rostered shift, shall:
  - (i) If employed on continuous work, be paid at the rate of double time; or
  - (ii) If employed on shiftwork other than continuous work, at the rate of time and one half for the first two hours and double time thereafter, except in each case where the time is worked:
    - (A) by agreement between the employees themselves;
    - (B) for the purpose of effecting the customary rotation of shifts;
    - (C) due to non-arrival or late arrival of the relief operator.
- (j) Overtime is not payable for the purpose of effecting the customary rotation of shifts.
- (k) When four hours of overtime is required to be worked on a Saturday, Sunday or Public Holiday, it shall be worked as consecutive hours and without meal or crib breaks.
- (l) Time off in lieu of overtime

An employee may elect, with the consent of UAL, to take time off in lieu of payment for overtime at a time to be agreed with UAL.

Overtime taken as time off shall be taken at the ordinary time rate, that is, an hour for each hour worked.

UAL shall, if requested by an employee, provide payment, at the rate provided for the payment of overtime in the award, for any overtime worked under subclause (a) of this clause where such time has not been taken within four weeks of accrual.

### **8. Call Out and Stand By**

- (a) Employees who are called out after having completed their day's work shall be paid for not less than four hours at the appropriate overtime rate specified in subclause (c) of clause 7, Overtime.
- (b) Employees who are called out can be allocated other work which may be required to be done by UAL.
- (c) Employees who are rostered on to stand by on weekends or public holidays shall be paid four hours at the appropriate overtime rate for each day (either Saturday, Sunday or the public holiday) they are

rostered on to stand by for the inconvenience incurred. Employees who are on stand by must be available to work when they are called. This payment shall include the first four hours of any call out on each day they are standing by.

### 9. Wages and Allowances

- (a) Wages and allowances shall be paid as set out in Table 1 - Wages and Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.

An operator with six months experience is required to be competent to operate all equipment in quarrying and processing and shall hold licences to operate at least one of the following pieces of equipment:

Front End Loader, Fork Lift, Excavator

- (b) Juniors

Juniors shall be paid a percentage of the adult rate for the appropriate classification as set out in Table 1 - Wages, of Part B, Monetary Rates.

- (c) Disability Allowance

In addition to the wage rates prescribed in this clause, a disability allowance as set out in Item 2 of Table 2 shall apply to all employees. This payment is made to compensate for all disabilities experienced in quarrying, kiln and crushing operations and is in lieu of any payment for working in wet places or in the rain. This allowance shall be paid for all purposes.

- (d) Leading Hands

An employee appointed as such shall be paid an amount as set out in Item 3 of Table 2 for all purposes of the award, in recognition of the additional supervisory responsibilities undertaken.

- (e) First-Aid

UAL will ensure that an adequate number of employees are trained in first-aid procedures. An employee appointed by UAL to perform first-aid duties and who is the holder of a recognised first-aid certificate shall be paid an amount as set out in Item 4 of Table 2. This employee is also responsible for ensuring that the first-aid kits are properly stocked.

- (f) Special Licence

Each quarry operated by UAL is required to nominate a Mine Manager under the *Mines Inspection Act* 1901. The Mine Manager may also have a delegate who is required to hold a licence or Certificate of Competency in accordance with the same Act. Where this delegate is also an employee within the scope of this award, that employee shall be paid an allowance as set out in Item 5 of Table 2 in recognition of those extra responsibilities.

- (g) Tool Allowance

Tradesmen who are required to supply their own hand tools will be paid an allowance as set out in Item 6 of Table 2 to maintain their tools at the required standard.

- (h) Licences

UAL will reimburse the cost of all licences or certificates which employees are required to hold in the course of their employment.

(i) Meal Allowances

An employee who is required to work overtime for a period in excess of two hours after the usual finishing time shall be paid an amount as set out in Item 7 of Table 2, or be provided with a meal. This subclause shall not apply to any employees who have been notified on the previous day that they shall be required to work overtime. If employees are notified on the previous day that they are required to work overtime, and have provided themselves with a meal and the overtime is cancelled, they shall be paid the allowance anyway.

(j) Bagging Incentive Allowance

A bagging incentive allowance of an amount per pallet of saleable product, as set out in Item 8 of Table 2, shall be paid to employees subject to the requirements as set out below:

- (i) The decision to bag product shall be entirely that of management.
- (ii) The pallets shall be shrink-wrapped (where appropriate).
- (iii) The bags shall be stacked in a clean and tidy state.
- (iv) No partly completed pallets shall be counted for the purpose of payment.
- (v) Normal duties and housekeeping are given priority by employees engaged in bagging.
- (vi) The pallet tally each shift is to be recorded on time sheets by employees.
- (vii) The bonus shall not apply on bulk bags or other product.

(k) Employees Engaged Prior to 30 September 2001

Employees engaged prior to 30 September 2001 who at that time elected not to move to the classification structure as detailed in Clause 33. Classifications of this award have, subject to consultation and mutual agreement between the employees and employer, transferred to an appropriate level, as determined by UAL management, within the existing classification structure (Clause 33.)

## 10. Meal Breaks

(a) Meal Breaks for Day Workers

- (i) Day Workers shall be given two breaks of 20 minutes (ten minutes shall be paid as time worked and 30 minutes shall be unpaid) which shall be taken at suitable times during each day. The commencement time of these breaks shall be set according to agreement between UAL and the majority of employees in the site or section having regard to production needs.
- (ii) Where after working ordinary hours an employee's period of overtime is to be one and a half or more, they shall, before starting such overtime, be entitled to a crib break of 20 minutes to be paid for at ordinary rates.

Provided that an employee and UAL may agree that a payment of 20 minutes at ordinary rates be made in lieu of such crib breaks.

- (iii) After each four consecutive hours of overtime worked, an employee who is to continue working overtime shall be entitled to a crib break of 20 minutes without deduction of pay.

Provided that UAL and an employee may agree that a payment of 20 minutes at double time (or on Public Holidays, double time and a half) be made in lieu of such crib break.

- (iv) When ordinary hours are six on any day and overtime thereafter is two hours, day workers shall be given two breaks of 20 minutes each (ten minutes shall be paid as time worked and 30 minutes



shall be unpaid). When overtime on such days exceeds two hours by one and a half hours, then a crib break of 20 minutes shall be taken to be paid for at ordinary rates.

Provided that UAL and an employee agree that a payment of 20 minutes at ordinary rates be made in lieu of such crib breaks.

(b) Meal Breaks on a Saturday, Sunday, Public Holiday

Meal breaks on a Saturday, Sunday or Public Holiday are paid for at single time, whether taken during ordinary hours of work or overtime.

(c) The time of taking a scheduled meal break by one or more employees may be altered by agreement if it is necessary to do so in order to meet a requirement for continuity of operations. This may require staggering meal breaks and rest breaks by quarry personnel, to enable:

- (i) the primary crushing operation to be maintained;
- (ii) the dispatch of stockpile products to be maintained.

(d) The timing of meal breaks may be staggered in order to meet operational requirements. The time of taking a scheduled meal break by an employee employed as a regular maintenance person may be altered by agreement for the purpose of making good breakdown of plant or upon routine maintenance of plant, which can only be done while such plant is idle.

(e) Rest Breaks

The timing of rest breaks may be staggered to meet operational requirements. The time of taking a scheduled rest break by one or more employees may be altered by agreement if it is necessary to do so in order to meet a requirement for continuance of operations or for the purpose of making good breakdown of plant or for routine maintenance of plant, which can only be done while such plant is idle.

### 11. Contract of Employment

(a) Employment shall be on a weekly basis, excepting casual employees.

(b) Casual Employees

An employee may be engaged by the hour on a casual basis.

An employee so engaged shall be paid one thirty-eighth of the weekly rate for each hour worked, plus 20%. This penalty shall be in lieu of all leave provisions, public holidays or shift loadings, whichever the higher.

(c) Employment shall be probationary for the first three months. Termination by either party shall be on a day's notice. If employment ceases during the first three months for any reason, UAL may deduct half the cost of the safety boots issued to the employee from any monies owing to the employee.

(d) UAL has the right to dismiss an employee without notice for refusal of duty, malingering, inefficiency, neglect of or misconduct, including breach of company rules, and in such cases the wages shall be payable up to the time of dismissal.

(e) UAL may deduct payment for any day or portion of a day during which an employee cannot be usefully employed because of any strike or through any breakdown of machinery or due to any cause for which UAL cannot reasonably be held responsible.

(f) Employees shall perform any work for which they are capable, as directed. UAL agrees to provide any training which employees may require in order to carry out their duties safely and competently. No employee shall place any restriction on a contractor or another employee carrying out any work for

UAL. This includes, but is not limited to, staff carrying out any production or quarrying duties to provide assistance during emergencies or to cover absences.

- (g) Any employee taking unauthorised absence from duty or not performing duties as required shall not be paid for the actual time of such non-attendance or non-performance and may be subject to further disciplinary action.
- (h) Employees shall individually be held responsible for the following standards of performance:
- Achieve programmed production and labour utilisation targets.
- Achieve set levels of quality and carry out quality control tests as required.
- Reduce costs by minimising waste.
- Improve safety performance by eliminating unsafe acts, conditions and participating in safety training programs.
- Maintain housekeeping at acceptable levels, including fire prevention.
- Treat company property with due care and report any faults with any equipment or any losses.
- Assist in maintaining the security of UAL premises and equipment while on duty.
- Participate in preventative maintenance for all plant and equipment and assist as required in carrying out routine maintenance.
- Maintain good employee relations by promoting mutual trust and respect in the workplace.
- Observe company policies and legislative obligations, particularly those relating to occupational health and safety.
- (i) UAL shall supply all protective clothing, safety boots, equipment and materials necessary for employees to carry out their duties. Protective clothing and safety boots must be worn on the job.
- (j) Employees are required to keep accurate records of time worked and the nature of work performed.
- (k) Abandonment of Employment
- (i) The absence of an employee from work for a continuous period exceeding three working days without the consent of UAL and without notification to UAL shall be prima facie evidence that the employee has abandoned his employment.
- (ii) Provided that if within a period of 14 days from their last attendance at work or the date of their last absence in respect of which notification has been given or consent has been granted an employee has not established to the satisfaction of UAL that they were absent for reasonable cause, they shall be deemed to have abandoned their employment.
- (iii) Termination of employment by abandonment in accordance with this subclause shall operate as from the date of the last attendance at work or the last day's absence in respect of which consent was granted, or the date of the last absence in respect of which notification was given to UAL, whichever is the later.

## 12. Redundancy

- (1) Application
- (i) These provisions shall apply in respect of full-time and part-time persons employed in the classifications specified by clause

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

(2) Introduction of Change

(i) UAL's Duty to Notify

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

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

(ii) UAL's Duty to Discuss Change

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

(3) Redundancy

(i) Discussion Before Terminations

- (a) Where UAL has made a definite decision that UAL no longer wishes the job the employee has been doing to be done by anyone pursuant to paragraph (i) of subclause (2) of this clause, and that decision may lead to the termination of employment, UAL shall hold discussions with the employees directly affected and with the union to which they belong.

- (b) The discussion shall take place as soon as is practicable after UAL has made a definite decision which will invoke the provision of paragraph (i) of subclause (2) of this clause and shall cover, inter alia, any reason for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination on the employees concerned.
- (c) For the purpose of the discussion, UAL shall, as soon as practicable, provide to the employees concerned and the union to which they belong all relevant information about the proposed terminations, including the reasons for the proposed terminations, the number and categories of employees likely to be affected and the number of employees normally employed and the period over which the terminations are likely to be carried out. Provided that UAL shall not be required to disclose confidential information the disclosure of which would adversely affect UAL.

(4) Termination of Employment

(i) Notice of Changes in Production, Programme, Organisation or Structure

This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from production, programme, organisation or structure, in accordance with

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

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

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

(ii) Notice for Technological Change

This subclause sets out the notice provisions to be applied to termination by the employer for reasons arising from "technology" in accordance with paragraph (i) of subclause (2) of this clause.

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

## (iii) Time Off During the Notice Period

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

## (iv) Employee Leaving During the Notice Period

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

## (v) Statement of Employment

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

## (vi) Department of Social Security Employment Separation Certificate

UAL shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an Employment Separation Certificate in the form required by the Department of Social Security.

## (vii) Transfer to Lower Paid Duties

Where an employee is transferred to lower paid duties for reasons set out in paragraph (i) of subclause (2) of this clause, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated, and UAL may, at UAL's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary-time rate of pay and the new ordinary-time rates for the number of weeks of notice still owing.

## (5) Severance Pay

- (i) Where an employee is to be terminated pursuant to paragraph (i) of subclause (2) of this clause, and subject to further order of the Industrial Relations Commission of New South Wales, UAL shall pay the following severance pay in respect of a continuous period of service:
- (a) If an employee is under 45 years of age, UAL shall pay in accordance with the following scale:

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

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

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

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

- (ii) Incapacity to Pay

Subject to an application by UAL and further order of the Industrial Relations Commission of New South Wales, an employer may pay a lesser amount (or no amount) of severance pay than that contained in paragraph (i) of this clause.

The Commission shall have regard to such financial and other resources of UAL concerned as the Commission thinks relevant, and the probable effect that paying the amount of severance pay in the said paragraph (i) will have on UAL.

- (iii) Alternative Employment

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

- (6) Savings

Nothing in these provisions shall be construed so as to require the reduction or alteration of more advantageous benefits or conditions which an employee may be entitled to under any existing redundancy arrangement, taken as a whole, between the union and any employer bound by this award.

#### **12A. Transmission of Business**

The provisions of the redundancy clause are not applicable 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), in any of the following circumstances:

- (a) where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee; or
- (b) where the employee rejects an offer of employment with the transmittee in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmittor; and

which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee.

### 13. Grievance Procedure

- (a) This procedure for the avoidance of industrial disputes and employee grievances shall apply to employees covered by this award.
- (b) The objectives of the procedure shall be to promote the resolution of disputes/grievances by measures based on consultation, co-operation and discussion, to reduce the level of industrial confrontation, and to avoid interruption to the performance of work and the consequential loss of production and wages.
- (c)
  - (i) Procedures relating to grievances of individual employees:
    - (A) The employee is required to notify (in writing or otherwise) UAL as to the substance of the grievance, request a meeting with UAL for bilateral discussions and state the remedy sought.
    - (B) A grievance must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
    - (C) Reasonable time limits must be allowed for discussion at each level of authority.
    - (D) At the conclusion of the discussion, UAL must provide a response to the employee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.
    - (E) While a procedure is being followed, normal work must continue.
    - (F) The employee may be represented by an industrial organisation of employees.
  - (ii) Procedures relating to disputes, etc., between UAL and their employees:
    - (A) A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduated 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) While a procedure is being followed, normal work must continue.
    - (D) UAL 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.
- (d) There shall be a commitment by the parties to achieve adherence to this procedure. This should be facilitated by the earliest possible advice by one party to the other of any issue or problem which may give rise to a grievance or dispute.
- (e) Sensible time limits shall be allowed for the completion of the various stages of the discussions. At least seven days should be allowed for all stages of the discussions to be finalised.
- (f) Emphasis shall be placed on a negotiable settlement. However, if the negotiation process is exhausted without the dispute being resolved, the parties shall jointly or individually refer the matter to the Industrial Relations Commission of New South Wales for assistance in resolving the dispute.
- (g) In order to allow for the peaceful resolution of grievances and disputes, the parties shall be committed to avoid industrial action, including stoppages of work, lockouts or any other bans or limitations on the performance of work while the above procedure is being followed.

- (h) UAL shall ensure that all practices applied during the operation of the procedure are in accordance with its obligations under the *Occupational Health and Safety Act* 1983 and consistent with established custom and practice at the workplace.
- (i) The following disciplinary procedure shall be adhered to by UAL and the employees:
  - (i) Employees who exhibit unsatisfactory performance or behaviour shall be counselled so that they understand the standards expected of them and are offered assistance and guidance in achieving those standards.
  - (ii) Written records of such counselling will be made. The employee will be shown the written record and have the opportunity of commenting on its contents either in writing or orally. The record will only be placed on the employee's file where the employee has been given the opportunity of responding to the record.
  - (iii) Employees whose performance or behaviour is unsatisfactory will be given adequate time to demonstrate a willingness to improve. If, at the end of this period, the employee shows no willingness to improve, in the opinion of UAL, then disciplinary action up to and including dismissal may be taken.
  - (iv) Nothing in the procedure shall limit the right of UAL to summarily dismiss an employee for serious and wilful misconduct.

#### **14. Payment of Wages**

- (a) Wages shall be paid fortnightly by electronic funds transfer.
- (b) When an employee's services are terminated, they shall be paid all wages due to him/her at the conclusion of the employee's employment.
- (c) The pay fortnight finishes at midnight every second Sunday (that is, the pay fortnight ending).
- (d) As part of an agreement between employees and UAL, a one-off payment equal to one weeks earnings, to be based upon an individual employees average weekly earnings over the three month period prior to commencement of this agreement, will be paid to employees upon commencement of this agreement. For the purposes of this payment only, the pay week finishes at midnight every Sunday (that is, the pay week ending).

#### **15. Public Holidays**

- (a) The following days shall be public holidays and, subject to subclause (b) of this clause, except when they fall on a non-working day, shall be allowed on full pay: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter, Monday, Anzac, Day, Queen's Birthday, Eight-Hour Day (Sydney), Christmas Day, Boxing Day, and any other day or days observed as such and any other gazetted holidays observed throughout the State.
- (b) An employee who is absent without reasonable excuse to the satisfaction of UAL on the workday before or after a public holiday shall not be entitled to payment for the public holiday.
- (c) A continuous shift worker who is rostered off on a public holiday may elect either to have an additional seven hours and 36 minutes added to their annual leave or be paid seven hours and 36 minutes pay at single time for the holiday.
- (d) In addition to the above holidays, an additional holiday shall be granted each year.



## 16. Relief Shift Operator

UAL reserves the right to introduce the position of relief shift operator, which involves relieving manufacturing and maintenance/quarry worker operators and hydrator operators during periods of annual leave, long service leave, extended absences, etc. The position includes relieving according to shift roster.

During periods when the shift-relief operator is performing continuous work as defined they will be remunerated as such.

During periods when the shift-relief operator is performing work other than continuous work they will be remunerated as such.

## 17. Consultation

- (a) The parties to this award are committed to co-operating positively to increase the efficiency, productivity and competitiveness of UAL and to enhance the career opportunities and job security for the employees.
- (b) At the quarry, UAL, the employees and their relevant union or unions shall establish a consultative mechanism and procedures appropriate to the size, structure and needs of that quarry. Measures raised by UAL, employees or union or unions for consideration, consistent with subclause (1) of this clause, shall be processed through that consultative mechanism and procedures.

- (c) Negotiating Committee

For the purpose of negotiating this award, a subcommittee of employees and UAL representatives has been established in the form of the UAL Attunga Works Committee.

- (d) Consultation, Participation and Commitment

The parties hereby agree to simultaneously change the work culture and improve participation of all employees by setting and implementing consultation mechanisms. The purpose of the consultative mechanism is to discuss and implement changes by agreement that shall improve efficiency and production at the enterprise on an ongoing basis. Consultative practices shall ensure that workplace reforms continue with the participation of employees. Every person covered by this award at UAL shall endeavour to make this award work. Every person has an important role to play in ensuring the award aids UAL's success.

- (e) Skills and Flexibility

UAL's success is dependent upon the skills and flexibility of its people. Everyone shall be encouraged to extend the breadth and depth of their skills and knowledge.

- (f) Continuous Improvement

Improvement in business performance through continuous improvement shall become a standard way of working. Every person shall, wherever practical, seek to implement new work practices which improve the efficiency of operations, improve productivity and improve service to customers in a cost-effective manner through a mechanism of consultation and agreement between the parties in the UAL's Work Committee.

- (g) General Conditions

- (i) Preamble

UAL recognises the importance of its employees in ensuring that productivity requirements are satisfied in an efficient and safe manner. In order to achieve this requirement, UAL has installed additional equipment, increased output and upgraded equipment size. This has enhanced our competitiveness within the marketplace and enabled sales requirements to be well satisfied.

(ii) Position Descriptions

As a result of these improvements and productivity gains, position descriptions have been re-evaluated to reflect the additional productivity and increased responsibility. Position descriptions have been written for all positions to reflect the additional responsibility. They include a general description of the position, together with specific duties which are critical to the nature of the work.

(iii) Preventative Maintenance Program

In addition to the position descriptions, a preventative maintenance program has been formally established to cover all machinery within the operation. All relevant employees shall participate in this preventative maintenance program in order to ensure that all equipment is operating efficiently and failure of equipment is minimised. The aim of this program shall be to increase plant availability in line with planned maintenance repairs and increased productivity.

(iv) Cleanliness

Together with the preventative maintenance program, all employees shall endeavour to maintain and enhance the cleanliness of all plants. Maintenance employees shall actively ensure that work areas are kept clean upon completion of a maintenance task. Essential to the long-term profitability and survival of UAL is the successful implementation and ongoing operation of major and minor capital projects designed to lower our production costs and improve our competitiveness in the marketplace. In recognising the need for long-term co-operation to ensure projects are realised, both parties agree to work together to ensure productivity requirements are satisfied.

(v) Teamwork

In order to make teamwork the focus at UAL, we shall attempt to develop a team-based culture that centres around:

- (A) Employees working together to maintain productivity throughout all stages of the process in order to satisfy stock and sales requirements.
- (B) Employees working side by side to minimise downtime and by sharing ideas in order to fault-find problems.
- (C) Employees encouraging each other to take pride in their workplace and so foster ownership of UAL.
- (D) Encouraging and implementing employees' ideas to further improve our processes, products and services.
- (E) Employees participating in safety programs, working safely, wearing safety gear and being concerned for the welfare of each other.
- (F) Employees actively participating in training programs in order to gain new skills to ensure processes are kept operating when and as required.
- (G) Improved communication processes which reflect honesty, openness and trust.
- (H) Employees working together to get productivity going through the removal of blockages by either party assisting in the repair.

To ensure that UAL remains competitive within the marketplace, we need to work together more than ever. The success of UAL depends on a team effort and that each individual plays a major role in determining the level of success we achieve.

(h) Customer Focus

Through employee participation, it shall be our aim to provide customers with a broader range of products, improved value and service. Customer satisfaction is the key to UAL's success and, as such, all employees shall endeavour to meet customer requirements through product quality, product availability, customer service and telephone techniques. Customers and their representatives should be treated in a pleasant and friendly manner. Through our employees, it is our aim to enhance our reputation as a customer-focused business throughout the local and greater community. Employees shall make themselves available at all times to load vehicles as required by the customer. All employees shall be encouraged to know who our customers are, have knowledge of their process and be familiar with applications of our products.

### 18. Amenities

- (a) UAL shall provide a suitable change room for the use of employees. Where practicable, hot and cold showers and wash basins shall be provided for the use of employees or be adjacent to such change room.
- (b) UAL shall provide a plentiful supply of pure drinking water for the use of employees and some means for keeping the water cool.

### 19. Accident Pay

See the *Workers' Compensation Act 1987*.

### 20. Training

- (a) UAL-initiated Training
  - (i) Employees shall undertake training and retraining as required by UAL.
  - (ii) UAL will pay all costs associated with training whether it is formal, internal, external or on the job.
  - (iii) Time off without loss of pay will be provided. However, if external training extends beyond the normal hours of work, the employee shall make the time available without payment.
- (b) Employee-initiated Training
  - (i) Employees planning to undertake further training should discuss the matter with their Manager.
  - (ii) UAL will consider reimbursing part or all of the costs associated with the training, provided that the training has relevance to UAL's current or future needs.
  - (iii) Where UAL agrees to reimburse part or all of the costs associated with training, the employee will be notified in writing.
  - (iv) Reimbursement for approved training will be made at the successful completion of each stage of the course.
  - (v) Employees will be required to submit a claim for payment accompanied by receipts.
  - (vi) UAL will not refund any tax or Government levy on employees which is associated with undertaking a course.
  - (vii) UAL will not refund the cost of any accommodation, travel expenses or pay for the employee's time associated with such training.

- (viii) UAL may approve any reasonable request for time off work without pay for attendance at such training, including examinations and study leave. Requests for time off with pay should utilise any available annual leave.
- (c) Employees who are engaged as shift workers shall be paid at the ordinary time rate when undertaking training on their days off.

### **21. Safety and Productivity Committee**

- (a) Each site with more than ten employees shall elect representatives for this committee.
- (b) One representative should be elected from each classification group, e.g. quarrying, processing maintenance, etc.
- (c) On sites with less than ten employees, all employees shall form the committee.
- (d) The terms of reference of the committee shall be to discuss and provide advice to UAL on the following matters:
  - (i) accident prevention;
  - (ii) promotion of safety awareness amongst all employees;
  - (iii) safety procedures;
  - (iv) quality improvements;
  - (v) promotion of quality awareness amongst all employees;
  - (vi) cost reduction;
  - (vii) productivity improvements; and
  - (viii) review of operating procedures and practices.

### **22. Daylight Saving**

Employees rostered to work night shift on the day (morning) Daylight Saving commences or finishes shall be paid for the time worked.

### **23. Superannuation**

The subject of superannuation is dealt with extensively by Federal legislation, including the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Charge Act 1992*, the *Superannuation Industry (Supervision) Act 1993*, the *Superannuation (Resolution of Complaints) Act 1993*, and section 124 of the *Industrial Relations Act 1996*. This legislation, as varied from time to time, shall govern the superannuation rights and obligations of the parties.

#### **Contributions**

- (a) UAL shall make, in respect of qualified employees, superannuation contributions, which is 9% from 1 July 2002, of ordinary-time earnings into an approved fund. Such contributions shall be remitted to the approved fund on a monthly basis. With respect to casual employees, contributions shall be remitted to the approved fund no later than at the time of the employees receiving their annual group certificates.
- (b) All award and statutory superannuation contributions in respect of an employee shall be paid to the Australian Retirement Fund.

- (c) Where no such nomination is made before any such contributions become payable, the said contribution referred to in subclause (a) of this clause will be paid to the approved fund for that place of employment.

#### **24. Jury Service**

- (a) An employee required to attend for jury service during ordinary working hours shall be reimbursed by UAL an amount equal to the difference between the amount paid in respect of attendance for such jury service and the amount of wage the employee would have received in respect of the ordinary time the employee would have worked had the employee not been on jury service.
- (b) An employee shall notify UAL as soon as possible of the date upon which the employee is required to attend for jury service. Further, the employee shall give UAL proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

#### **25. Annual Leave**

- (a) Day workers and employees performing work other than continuous work shall receive 152 hours annual leave in accordance with the *Annual Holidays Act 1944*.
- (b)
- (i) In addition to the annual leave prescribed in the *Annual Holidays Act 1944*, a further period of seven consecutive days with 38 hours pay at ordinary rates shall be allowed to employees after not less than 12 months' continuous service on continuous work, that is, an employee who is rostered to work regularly on Saturdays and Holidays.
- (ii) An employee with 12 months' continuous service who is employed for part of the 12 month period on continuous work under this award shall be entitled to have the leave prescribed by the *Annual Holidays Act 1944* increased by half a day for each month they are employed continuously as aforesaid.
- (iii) Where the additional leave calculated under paragraph (b) of this subclause is or includes a fraction of a day, such fraction shall not form part of the leave period and any such fraction shall be discharged by payment only.
- (c) Annual leave under this subclause shall be given and shall be taken within a period not exceeding six months from the date upon which the right to leave accrued, provided that the giving and taking of such annual leave may be postponed for a further period not exceeding three months in cases where circumstances render it impracticable to give or take it within the said period of six months.

Nothing in this paragraph shall prevent UAL from allowing an employee to take annual leave before the right thereto has accrued but, where leave is taken in such a case, a further period of annual leave shall not commence to accrue until after the expiration of the 12 months in respect of which such annual leave had been so taken. Provided that, if the employee leaves their employment with UAL prior to the period of leave being fully accrued, then that amount of annual leave which was paid in advance shall be deducted by UAL from any moneys owing to the employee.

- (d) Where any special or public holiday for which a continuous process shift worker is entitled to payment under this award occurs during the period of additional annual leave provided for by this subclause, the said period of leave shall be increased by one day in respect of that special or public holiday.

#### **26. Annual Leave Loading**

- (a) In this clause, the *Annual Holidays Act 1944* is referred to as "the Act".
- (b) Before an employee is given and takes their annual holiday or where, by agreement between UAL and an employee, the annual holiday is given and taken in more than one separate period, then before each of such separate periods, UAL shall pay the employee a loading determined in accordance with this clause.

- (c) 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 and this award.
- (d) The loading is the amount payable at the rate per week of 17.5% 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 annual holidays, together with all-purpose allowances where applicable.
- (e) Employees who take annual leave in advance shall be paid a pro rata amount of the annual leave loading as if the annual leave had fully accrued. Provided that, if the employee leaves employment with UAL for any reason prior to the period of leave being fully accrued, then that amount of the annual leave loading which was paid in advance shall be deducted by UAL from any monies owing to the employee.
- (f) Where, in accordance with the Act, UAL's establishment or part of it is temporarily closed down for the purpose of giving an annual holiday or leave without pay to the employees concerned:
  - (i) 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 (d) of this clause.
  - (ii) An employee who is not entitled under the Act to an annual holiday and who is given and takes leave without pay shall be paid, in addition to the amount payable to the employee under the Act, a pro rata amount for annual leave loading in proportion to the accrued entitlement.
- (g)
  - (i) When the employment of an employee is terminated by UAL 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 the said subclause (d) for the period not taken.
  - (ii) Except as provided by paragraph (i) of this subclause, no loading is payable on the termination of an employee's employment.
- (h) This clause extends to an employee 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.

## 27. Sick Leave

- (a) No sick leave is available to employees with less than six weeks' continuous service with UAL.
- (b) Employees with between six weeks' and 12 months' continuous service shall be entitled to 38 hours paid sick leave.
- (c) Employees with more than one year of continuous service with UAL shall accrue 76 hours of paid sick leave on each anniversary of service.
- (d) Any unused portion of the sick leave entitlement shall accumulate from year to year. These entitlements shall be available for a period of ten continuous years of service from the end of the year in which they accrued.
- (e) Employees must notify UAL of any absence on sick leave prior to their normal commencement time and, as far as possible, state the nature of the illness or incapacity and the estimated duration. Employees must notify their immediate supervisor or the Manager (or the most senior person) of such absence, at least two hours before the commencement on the first day or shift of such absence.

- (f) Employees may be required to supply a doctor's certificate or other evidence satisfactory to UAL (which may include a statutory declaration) as proof that they were unable to attend duty because of illness or incapacity before being entitled to paid sick leave subject to subclause (g) of this clause. Certificates not issued within the period of absence to which they refer are unacceptable.
- (g) Employees are allowed one day of paid sick leave per year without a doctor's certificate. This entitlement does not accumulate from year to year.
- (h) Attendance Payment - As soon as practicable after the first and subsequent anniversaries of employment, employees shall be entitled to an amount for attendance based on 50% of the amount of unused sick leave accrued during that year in excess of the required 190 hours minimum sick leave accrual that they would have been entitled to under this clause.

## 28. Long Service Leave

See the *Long Service Leave Act (Metalliferous Mining) 1963*.

## 29. Personal Carer's Leave

- (1) Use of Sick Leave
  - (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c) of this subclause, who needs the employee's care and support, will be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for in clause 27, 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 will, if required, establish, either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person
  - (c) The entitlement to use sick leave in accordance with this subclause is subject to:
    - (i) the employee being responsible for the care of the person concerned; and
    - (ii) the person concerned being:
      - (a) a spouse of the employee; or
      - (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first-mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
      - (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
      - (d) a same sex partner who lives with the employee, as the de facto partner of that employee on a bona fide domestic basis; or
      - (e) a relative of the employee who is a member of the same household, where for the purposes of this subparagraph:
        - (1) "relative" means a person related by blood, marriage or affinity;

- (2) "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
- (3) "household" means a family group living in the same domestic dwelling.
- (d) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee will 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, will 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) For the purpose only of providing care and support for a person in accordance with subclause (1) of this clause, and despite the provisions of subclause (L) of clause 7, Overtime, the following provisions shall apply:
- (b) 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.
- (c) Overtime taken as time off during ordinary time hours will be taken at the ordinary time rate, that is, an hour for each hour worked.
- (d) If, having elected to take time as leave in accordance with paragraph (b) of this subclause, the leave is not taken for whatever reason, payment for time accrued at overtime rates will be made at the expiry of the 12 month period or on termination.
- Where no election is made in accordance with the said paragraph (b), the employee will 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 at a later time), at the shift work rate which would have been applicable to the hours taken off



- (6) Rostered Days Off
- (a) An employee may elect, with the consent of the employer, to take a rostered day off at any time.
  - (b) An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.
  - (c) An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.
  - (d) This subclause is subject to the employer informing each union which is both 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.

### 30. Bereavement Leave

- (a) An employee, other than a casual, will be entitled to up to two days' bereavement leave without deduction of pay, up to and including the day of the funeral, on each occasion of the death of a person as prescribed in subclause (c) of this clause.
- (b) The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will provide to the satisfaction of the employer proof of death.
- (c) 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 29, Personal/Carer's Leave, provided that, for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- (d) An employee will not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- (e) Bereavement leave may be taken in conjunction with other leave available under subclauses (2), (3), (4), (5) and (6) of the said clause 29. In determining such a request, the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business

### 31. Parental Leave

See the *Industrial Relations Act 1996*.

### 32. Anti-Discrimination

- (a) It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (b) It follows that, in fulfilling their obligations under the dispute resolution procedure prescribed by this award, the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- (c) Under the *Anti-Discrimination Act 1977* (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.

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

### 33. Classifications

Employees are engaged pursuant to the classification structure as outlined in Part B, Monetary Rates - Table 1 - Wages.

## PART B

### MONETARY RATES

Table 1 - Wages

The tradesperson rate (current) is the basis on which classification levels are set, i.e. a tradesperson is on 100 per cent pay rate.

Classification		%	Before	4%	3.5%	3.5%
		Rate	Adjustment	30 Sep 04	30 Sep 05	30 Sep 06
			\$	\$	\$	\$
Level 1	Trainee	83	528.11	549.23	568.46	588.35
Level 2	3 Skills from A to K	86	547.23	569.12	589.04	609.65
Level 3	5 Skills from A to K	89	566.31	588.96	609.58	630.91
Level 4	7 Skills from A to K	92	585.40	608.82	630.12	652.18
Level 5	9 Skills from A to K	96	610.82	635.25	657.49	680.50
Level 6	Appointed Shotfirer or Tradesperson	100	636.28	661.73	684.89	708.86
Level 7	Tradesperson with 1 Year Post Trade Course	103	655.38	681.60	705.45	730.14
Level 8	Sectional Leading Hand	104	661.73	688.20	712.29	737.22
Level 9	Maintenance Special Licence	106	674.46	701.44	725.99	751.40

**Table 2 - Other Rates and Allowances**

Item No.	Clause No.	Brief Description	Before Adjustment \$	30 Sep 04 4% \$	30 Sep 05 3.5% \$	30 Sep06 3.5% \$
1	9(c)	Disability Allowance (per week)	36.99	38.47	39.82	41.21
2	9(d)	Leading Hand Allowance (per week)				
		Less than 6 Employees	26.23	27.28	28.23	29.22
		More than 6 Employees	32.87	34.18	35.38	36.62
3	9(e)	First Aid Allowance (per day)	1.90	1.98	2.05	2.12
4	9(f)	Special Licence (per week)	24.08	25.04	25.92	26.83
5	9(g)	Tool Allowance (per week)	18.42	19.16	19.83	20.52
6	9(i)	Meal Allowance				
		Overtime in excess of 2 hours	7.74	8.05	8.33	8.62
7	9(j)	Bagging Incentive Allowance (per pallet)	1.18	1.23	1.27	1.31

**Plant Skills**

- A. Product bagging and cleaning
- B. Dispatch Forklift Operator
- C. Dispatch Front End Loader
- D. Primary Crusher Operation
- E. Aglime Plant Operation
- F. Hydrator Operator
- G. Kiln Operation
- H. Front End Loader Operation (at face)
- I. Dump Truck Operation
- J. Excavator
- K. Drill Operation
- L. Shotfirer or Tradesperson
- M. Tradesman Level 2
- N. Leading Hand - All Section Skills
- O. Maintenance Special Class.

## Note 1

If multi-skilling proceeds to full fruition, UAL reserves to the right not to appoint sectional leading hands.

## Note 2

Payment at given levels implies agreement of being willing and competent to carry out all or any duties within the classification.

Note 3

Any employee not wanting to be involved in the multi-skilling exercise will not be disadvantaged, that is, their pay rate will remain unchanged and they do not have to learn new skills. However, they are expected to assist in the training of others as required within their sections.

I. W. CAMBRIDGE, Commissioner.

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(412)

**SERIAL C3796****JOURNALISTS' SUBURBAN NEWSPAPERS (STATE) AWARD**

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Media, Entertainment and Arts Alliance New South Wales, industrial organisation of employees.

(No. IRC 2070 of 2005)

Before Commissioner Connor

27 May 2005

**VARIATION**

1. Insert after subclause (j), of clause 4, Minimum Weekly Rates of Pay, of the award published 28 June 2002 (334 I.G. 711), the following new subclause:
  - (k) The rates of pay in this award include the adjustments payable under the State Wage Cases of 2003 and 2004. These adjustments may be offset against:
    - (i) any equivalent over award payments, and/or
    - (ii) award wage increase since 29 May 1991 other than safety net, State Wage Case, and Minimum rates adjustments.
2. Delete subclause (d) of clause 5, Supplementary Payments.
3. Delete paragraph (b) (i), of clause 31, Superannuation, and insert in lieu thereof the following:
  - (i) JUST Super.
4. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

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

- (a) Minimum weekly rates of pay, effective from the first pay period to commence on or after the variation of this Award.

Classification	Previous Column 1 per week \$	Previous Column 2 per week \$	SNA 2003 \$	SNA 2004 \$	New Column 1 per week * \$	New Column 2 per week * \$
Grade 1	513.00	543.80	17.00	19.00	549.00	581.94
Grade 2	586.30	621.50	17.00	19.00	622.30	659.64
Grade 3	671.70	712.00	17.00	19.00	707.70	750.16
Grade 4	716.50	759.50	17.00	19.00	752.50	797.65
Grade 5	757.20	802.65	15.00	19.00	791.20	838.67
Grade 6	808.10	856.60	15.00	19.00	842.10	892.63
Grade 7	865.10	917.00	15.00	19.00	899.10	953.05

- (b) Minimum weekly rates of pay - journalists and press photographers working on newspapers published on less than five days in a week. Effective from the first pay period to commence on or after the variation of this Award.

Classification	Previous Column 1 per week \$	Previous Column 2 per week \$	SNA 2003 \$	SNA 2004 \$	New Column 1 per week * \$	New Column 2 per week * \$
1 (AJA 1a)	513.00	543.80	17.00	19.00	549.00	581.94
2 (AJA 1b)	568.00	602.10	17.00	19.00	604.00	640.24
3 (AJA 2)	606.00	642.40	17.00	19.00	642.00	680.52
4 (AJA 3)						
5 (AJA 4)	696.20	738.00	15.00	19.00	730.20	774.01
6 (AJA 5)						
7 (AJA 6)	808.10	856.60	15.00	19.00	842.10	892.63

\* The minimum rate of pay in column 2 is the sum of the minimum rate of pay in column 1 and an allowance of six percent, paid to an employee required to use a visual display terminal in the creation or editing or editorial material in production.

- (c) Supplementary payment per week, effective from the first pay period to commence on or after the variation of this Award.

Grade	Previous \$ per week	SNA 2003	SNA 2004	New \$ per week
Grade 1	9.70	3.20%	3.50%	10.36
Grade 2	13.45	3.20%	3.50%	14.37
Grade 3	19.04	3.20%	3.50%	20.34
Grade 4	20.00	3.20%	3.50%	21.36
Grade 5	22.35	3.20%	3.50%	23.87
Grade 6	25.95	3.20%	3.50%	27.72

- (d) Supplementary payment per week, effective from the first pay period to commence on or after the variation of this Award.

Grade	Previous \$ per week	SNA 2003	SNA 2004	New \$ per week
AJA 1a	55.30	3.20%	3.50%	59.07
AJA 1b	56.40	3.20%	3.50%	60.24
AJA 2	48.00	3.20%	3.50%	51.27
AJA 3	TBD			
AJA 4	22.10	3.20%	3.50%	23.61
AJA 5	TBD			
AJA 6	25.60	3.20%	3.50%	27.34

**Table 2 - Other Rates and Allowances**

Effective from the first pay period to commence on or after the variation of this Award.

Item No.	Clause No.	Brief Description	Previous amount \$	New amount \$
1	4(g)(i)	Complex Area Make-up allowance	23.10 per week	24.67 per week
2	17(b)	Meal allowance	9.60 per meal	10.25 per meal
3	17(d)	Allowance for use of own motor vehicle	0.69 per km	0.71 per km

5. This variation shall take effect from the first full pay period to commence on or after 27 May 2005.

P. J. CONNOR, Commissioner.

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(077)

**SERIAL C3867****BUTTON MAKERS, (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Transport Workers' Union of New South Wales, industrial organisation of employees.

(No. IRC 3276 of 2005)

Before Commissioner Murphy

27 July 2005

**VARIATION**

1. Delete subclause 12.2, of clause 12, Rates of Pay, of the award published 21 February 2003 (338 I.G. 393), and insert in lieu thereof the following:
  - 12.2 State Wage Case 2005
 

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 overaward payments;
    - (b) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete the amount "\$60" appearing in subclause 22.3 of clause 22, Supported Wage and insert in lieu thereof the amount of "\$61".
3. Delete the amount "\$60" appearing in paragraph 22.9.3 of the said clause 22 and insert in lieu thereof the amount of "\$61".
4. Delete Part B - Monetary Rates and insert in lieu thereof the following:

**PART B****Monetary Rates****Table 1 - Rates of Pay**

Rates of pay from the beginning of the first pay period to commence on or after 15 July 2005

Skill Level	Description	Award Rate Per Week \$
1	Trainee/ Labourer	484.40
2	General Operations Duties	509.50
3	Warehouse Duties	523.70
4	Technically Skilled and Assistant Supervisor	544.50
5	Trades person/ Assistant Foreperson	576.20
6	Production Support Supervisor	599.10
7	Supervisor	619.90



**Table 2 - Other Rates and Allowances**

Allowances from the beginning of the first pay period to commence on or after 15 July 2005

Item No	Clause No	Brief Description	Amount \$
1	20.1	First-aid Allowance	9.80 per week
2	20.2	Leading Hand Allowance	Per week
		In charge of up to 10 employees	20.70
		In charge of 11 to 20 employees	30.20
		In charge of 21 or more employees	36.60
3	20.8	Payment by Results Systems - Employee who instructs learners	
		1st Week	4.90
		2nd Week	4.30
		3rd Week	3.80
		continue instructing a learner thereafter	3.80
4	20.9	Change of shifts without 2 days' notice - compensation	16.20
5	20.10	Meal Allowance	6.90
		For each subsequent meal	5.05
6	52.1	Disability Allowance	3.50
	52.2	Inadequate dining and/or rest facilities	3.50

5. This variation shall take effect from the first full pay period to commence on or after 15 July 2005.

J. P. MURPHY, Commissioner.

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(1749)

**SERIAL C3816****PERISHER BLUE PTY LTD (SKI TUBE) STATE AWARD**

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Rail, Tram and Bus Industry Union, New South Wales, industrial organisation of employees.

(No. IRC 3259 of 2005)

Before Mr Deputy President Grayson

29 June 2005

**VARIATION**

1. Delete clause 13, Rates of Pay and Allowances, of the award published 28 May 2004 (344 IG 643) and insert in lieu thereof the following:
- 13.1 The following rates of pay shall apply to the classifications and allowances for Skitube workers employed under this award:

Rates of Pay	Rate Per Hour \$
Train Drivers	
Trainee Driver	13.5784
Train Driver - Level I	16.3759
Train Driver - Level II	17.7474
General Duties	
Leading Hand Track Inspector	16.1100
Track Inspector	15.5678
Resort Worker	13.3878
Allowances	
Duty Controllers (per hour)	1.8670
Tunnel Allowance (per hour)	0.6514
Meal Allowance (see clause 12.3)	5.4562

- 13.2 The rates stated in this clause are, apart from the allowances, inclusive of compensation for all discomforts and disabilities associated with the normal duties of the job classifications shown in subclause 13.1 above and shall include compensation for shift work and all other aspects of the work of the employees not otherwise expressly addressed in this award.
- 13.3 All 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 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
- 13.4 All persons who were engaged as permanent, seasonal or casual employees in any of the Classifications listed in Clause 5 at 25 August 2003 are entitled to the rates of pay, shift penalties and allowances listed in Addendum 1 of this award.

2. This variation shall take effect from the beginning of the first full pay period to commence on or after 29 June 2005.

J. P. GRAYSON *D.P.*

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(140)

**SERIAL C3873****CLUB EMPLOYEES (STATE) AWARD**

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 3180 of 2005)

Before Commissioner Murphy

4 July 2005

**VARIATION**

1. Delete Table 1 - Rates of Pay and Table 2 - Other Rates and Allowances of Part J Monetary Rates, of the award published 26 November 2004 (347 I.G. 431), and insert in lieu thereof the following:

**Table 1 - Rates of Pay**

- (i) On and from 5 July 2005:

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 overaward payments; and/or
- (b) award wage increases since 29 May 1991, other than safety net, State Wage Case, and minimum rates adjustments.

Classification	Minimum Rate \$	Supplementary Amount \$	Non-Adjustable Amount \$	Total Weekly Wage \$
Introductory Level	418.50	87.10	-	505.60
Level 1	447.50	83.40	15.90	546.80
Level 2 - All Others	461.50	86.10	-	547.60
Bar/Change Steward	463.50	86.10	6.60	556.20
Door Steward	463.20	86.10	5.50	554.80
Cold Larder Cook	462.70	86.10	3.60	552.40
Short Order Cook	464.30	86.10	8.60	559.00
Cellar/Stores Person	465.00	86.10	10.60	561.70
Clerical Staff	472.40	86.10	35.20	593.70
Level 3 - All Others	487.40	89.80	-	577.20
Receptionist	487.90	89.80	2.30	580.00
Clerical Staff	491.30	89.80	12.70	593.80
Level 4	511.30	93.00	-	604.30
Level 5	547.40	98.30	-	645.70
Level 6	571.20	101.80	-	673.00
Level 7	595.40	105.10	-	700.50

- (ii) Fitness Instructor - \$35.84 per hour

**Table 2 - Other Rates and Allowance**

(i) On and from 5 July 2005:

Item No.	Part No.	Clause No.	Brief Description	Amount \$
1	B	9.5.2, 9.11.2, 9.17.2	Shift Penalty	2.0699 per hour
2	B	9.5.2, 9.11.2, 9.17.2	Minimum payment	7.07 per day
3	B	9.5.3, 9.11.3	Broken Shift penalty	10.27 per day
4	B	9.5.4, 9.11.4	Night Shift penalty	13.65 per day
5	B	12.1.5 (a)	Apprentices prof. allowance 1st Occasion	3.01 per week
6	B	12.1.5 (b)	2nd Occasion	5.00 per week
7	B	12.1.5 (c)	3rd Occasion	6.97 per week
8	C	21.1.1 (i)	First Aid Allowance	17.74 per week
9	B	9.15.4, 14.1.5, 14.1.6	Meal Allowance	9.46 per occasion
10	C	22.1.1 (i)	Clothing - Permanent employees	16.65 per week
11	C	22.1.1 (ii)	- Apprentices	6.98 per week
12	C	22.1.1 (iii)	- Casuals	2.46 per day
13	C	22.1.4	Shoe Allowance Only: Clothing - Permanent employees	3.84 per week
14	C	22.1.4	- Apprentices	1.86 per week
15	C	22.1.4	.- Casuals	0.59 per day
16	C	22.1.9 (i)	Laundry Allowance: Permanent Employees	8.35 per week
17	C	22.1.9 (ii)	Apprentices	3.77 per week
18	C	22.1.9 (iii)	Cummerbund	1.05 per week
19	C	22.1.9 (iv)	Casuals	2.46 per day
20	C	22.1.9 (v)	Cooks	11.89 per week
21	C	22.1.9 (vi)	Apprentice Cooks	5.01 per week
22	C	22.1.9 (vii)	Casual Cooks	3.18 per day
23	C	20.1.1 (i)	Meal provided - deduct	9.46 per week
24	C	20.1.1 (ii)	Board & Lodgings - deduct	90.36 per week
25	C	20.1.1 (iii)	Lodgings only - deduct	43.14 per week
26	C	23.1.1	Tool Allowance	9.60 per week
27	C	23.1.2	Apprentice Tool Allowance	5.82 per week

2. This variation shall take effect from the first full pay period to commence on and from 5 July 2005.

J. P. MURPHY, Commissioner.

(701)

**SERIAL C3839****WAREHOUSE EMPLOYEES DRUG (STATE) AWARD**

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Shop Assistants and Warehouse Employees' Federation of Australia, Newcastle and Northern, and New South Wales, industrial organisation of employees, and other.

(No. IRC 3390 &amp; 3391 of 2005)

Before The Honourable Justice Kavanagh

11 July 2005

**VARIATION**

1. Delete subclause (d) of clause 12, Wages, of the award published 25 May 2001 (324 I.G. 1181), and insert in lieu thereof the following:
  - (d) The rates of pay in this award include the adjustments payable under the State Wage Case 2005. These adjustments may be offset:
    - (i) any equivalent over award payments, and/or
    - (ii) award wage increases since 29 May 1991, other than safety net, State Wage Case and minimum rates adjustments.
2. Delete (i) Adult Employees of Table 1 - Wages, of Part B, Monetary Rates, and insert in lieu thereof the following:

**Table 1 - Wages**

- (i) Adult Employees -

Classification	Former rate per week \$	SWC June 2005 \$	Total rate per week \$
Checker (first 3 months)	506.65	17.00	523.65
Assembler (first 3 months)	506.65	17.00	523.65
Checker	527.50	17.00	544.50
Assembler	527.50	17.00	544.50
Indoor Salesperson	525.80	17.00	542.80
Section Leader	546.30	17.00	563.30
Buyer	546.30	17.00	563.30
Buyer in charge	561.20	17.00	578.20
Department Manager - Second in Charge	561.20	17.00	578.20
Department Manager	602.95	17.00	619.95

This table represents the total rate for each classification after the minimum rates adjustment process is completed.

3. Delete Table 2 - Other Rates and Allowances, of the said Part B, and insert in lieu thereof the following:

**Table 2 - Other Rates and Allowances**

Item No.	Clause No.	Brief Description	Amount \$
1	9(e)(i)	Morning or Afternoon Shift Allowance	14.50 per shift
2	9(e)(ii)	Night Shift Allowance	19.58 per shift
3	11	Meal Allowances	10.40
4	34(f)	First-aid	2.18 per shift
5	34(g)	Dirty Work, etc.	0.42 per hour

4. Delete the reference to \$60.00 appearing in subclause (c) and paragraph (iii) of subclause (i), of Clause 13, Supported Wage and insert in lieu thereof the following:

"\$61.00"

5. This variation shall take effect from the first full pay period to commence on or after 12 July 2005.

T. M. KAVANAGH J.

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(544)

**SERIAL C3843****POTTERY INDUSTRY (STATE) AWARD**

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Federated Brick, Tile and Pottery Industrial Union of Australian, New South Wales Branch, industrial organisation of employees.

(No. IRC 3318 of 2005)

Before The Honourable Justice Kavanagh

11 July 2005

**VARIATION**

1. Delete subclause 5.3.2 of clause 5.3, Wages, of Part 5, Wages and Related Matters, of the award published 1 June 2001 (325 IG 87) and insert in lieu thereof the following:

## 5.3.2 State Wage Case Adjustments

The rates of pay in this award include the adjustments payable under the State Wage Case of 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 adjustments.

State Wage Case	Increase \$	Allowances %
May 2000	15.00	3.1
May 2001	13.00	3.0
May 2002	18.00	3.5
May 2003	17.00	3.2
June 2004	19.00	3.5
June 2005	17.00	3.0

2. Delete Part B - Monetary Rates and insert in lieu thereof the following:

**PART B****MONETARY PAYMENTS****Table 1 - Wage Rates**

Classification	Previous Rate	SWC 2005 Adjustment \$	New Rate \$
Group One	470.10	17.00	487.10
Group Two	474.60	17.00	491.60
Group Three	480.40	17.00	497.40
Group Four	487.10	17.00	504.10
Group Five	493.70	17.00	510.70
Group Six	505.60	17.00	522.60
Group Seven	520.60	17.00	537.60



**Table 2 - Other Rates and Allowances**

Item No.	Clause No.	Brief Description	Amount \$
1	5.5.1	Industry Allowance	19.55 per week
2	5.2.2	Leading Hand (1-7 emp) Leading Hand (over 7 emp)	20.90 per week 27.95 per week
3	6.2.3	Meal Allowance	7.95 for each meal
4	5.5.2 (a)	Shift allowance - rotating day-afternoon, day- night, day-afternoon-night shift	7.35 per shift
5	5.5.2 (b)	Shift allowance - rotating afternoon-night shift	10.95 per shift
6	5.5.2 (c)	Shift allowance - permanent night shift	21.55 per shift
7	5.5.4	First Aid Allowance	1.85 per day

3. This variation shall take effect from the first full pay period to commence on or after 7 August 2005.

T. M. KAVANAGH J.

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(656)

**SERIAL C3840****TENNIS STRINGS AND SUTURES INDUSTRY (STATE) AWARD**

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Shop, Distributive and Allied Employees' Association, New South Wales, industrial organisation of employees, and other.

(No. IRC 3370 &amp; 3371 of 2005)

Before The Honourable Justice Kavanagh

11 July 2005

**VARIATION**

1. Delete subclause (a) of clause 8, Arbitrated Safety Net Adjustment, of the award published 3 August 2001 (326 I.G. 684), insert in lieu thereof the following:
  - (a) The rates of pay in this award include the adjustments payable under the State Wage Case 2005. These adjustments may be offset against:
    - (i) any equivalent overaward payments; and/or
    - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete (i) of Table 1 - Wages, of Part B, Monetary Rates, and insert in lieu thereof the following:

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

(i)

Item No	Brief Description	Total Rate Per Week \$
A	Chemist -	
	Research Chemist	595.75
	Analytical and/or Chemist	556.05
	Trainee Chemist -	
	1st year of adult experience	509.60
	2nd year of adult experience	531.55
	3rd year of adult experience	547.40
B	Manufacturers of all Catgut Products -	
	Employees engaged in the following -	
	Splitting and/or harvesting raw material	515.60
	Preparing and/or washing and/or processing raw material	515.60
	Grading	515.60
	Stripping	515.60
	Making and/or measuring and/or looping	515.60
	Employees engaged in spinning strings, responsible for final products	519.65
	Employees engaged in spinning strings, not required to use discretion as to the final product	515.60

	Employees engaged as a spinning and/or drying room attendant	515.60
	Housekeeper	501.55
C	Surgical Catgut Finishing Operations -	
	Employees engaged in the following -	
	Cutting down	515.60
	Taking down	515.60
	Sanding, polishing and grinding	515.60
	Grading	515.60
	Machine gauging	515.60
	Manual Gauging	515.60
	Counting	515.60
	Tying and packing	515.60
	Housekeeping	501.55
D	Tennis and Other Non-surgical Catgut Finishing Operations -	
	Employees engaged in the following -	
	Taking down	500.90
	Sanding, polishing or grinding	500.90
	Coating and/or lacquering	500.90
	Cutting down	500.90
	Coiling	500.90
	Grading and/or inspecting finished strings	500.90
	Tying	500.90
	Gauging	500.90
	Branding and/or packaging	500.90
E	Suture Preparation -	
	Employees engaged in the following -	
	Drying and/or sterilising sutures	500.90
	Filing and/or sealing sutures	500.90
	Inspection of packaged sutures	500.90
	Ampoule making	500.90
	Winding sutures	500.90
F	Quality Control -	
	Group Leader - Quality Control Attendant	517.65
	Quality Control Attendant	506.55

3. Delete Table 2, Other Rates and Allowances, of the said Part B and insert in lieu thereof the following:

**Table 2 - Other Rates and Allowances**

Item No.	Clause No.	Brief Description	Amount \$
1	6(d)	In charge of 1 to 5 employees	20.00
		In charge of 6 to 10 employees	23.40
		In charge of more than 10 employees	28.00
2	13(e)(i)	Morning or afternoon shift allowance	14.79 per shift
	13(e)(ii)	Night shift allowance	19.91 per shift
3	15	Meal Allowance	10.40
4	16	Dusty, Dirty Work, etc	0.46
5	17	First-aid allowance	2.57

4. Delete the reference to \$60.00 appearing in subclause (c) and paragraph (iii) of subclause (i) of Clause 7, Supported Wage and insert in lieu thereof the following:

"61.00"

5. This variation shall take effect from the first full pay period commencing on or after 12 July 2005.

T. M. KAVANAGH *J.*

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(285)

**SERIAL C3837****DRUG FACTORIES (STATE) AWARD**

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Shop Assistants, and Warehouse Employees' Federation of Australia, Newcastle and Northern, New South Wales, industrial organisation of employees.

(No. IRC 3368 &amp; 3369 of 2005)

Before The Honourable Justice Kavanagh

11 July 2005

**VARIATION**

1. Delete clause 4, Arbitrated Safety Net Adjustment, of the award published 1 June 2001 (325 I.G. 1), and insert in lieu thereof the following:

**4. Arbitrated Safety Net Adjustment**

- (a) The rates of pay in this award include the adjustments payable under the State Wage Case 2005. These adjustments may be offset against:
- (i) any equivalent overaward payments; and/or
  - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.

2. Delete Table 1 - Wages of Part B, Monetary Rates and insert in lieu thereof the following:

**Table 1 - Wages**

Item No.	Classification	Base Rate (Includes May 2004 SWC) \$	June 2005 SWC Per Week \$	Total rate per week \$
<b>Division I -</b>				
1	Chief Chemist	619.05	17.00	636.05
2	Research Chemist	580.15	17.00	597.15
3	Analytical and/or process Chemist	550.20	17.00	567.20
4	Trainee Chemist - First year of adult service Second year of adult service Third year of adult service	499.30 515.70 532.20	17.00	516.30 532.70 549.20
5	Laboratory Assistant	507.30	17.00	524.30
<b>Division II</b>				
6	Pill Making	511.30	17.00	528.30
7	Pill and Tablet Making	511.30	17.00	528.30
8	Manufacturing complex Pharmaceuticals involving a chemical change	511.30	17.00	528.30
9	Granulating (hand, Machine and/or hot table)	511.30	17.00	528.30
<b>Division III</b>				
10	Tablet Compressing	505.20	17.00	522.20
11	Hydrogen Peroxide	505.20	17.00	522.20
12	Spirit recovery still operator	505.20	17.00	522.20

13	Spiritous percolating	505.20	17.00	522.20
14	Nail Lacquer	505.20	17.00	522.20
15	Manufacturing empty hard Gelatine capsules	505.20	17.00	522.20
16	Machine attendant	505.20	17.00	522.20
Division IV -				
17	Fluid Magnesia	500.70	17.00	517.70
18	Emulsions (cod liver oil and paraffin types)	500.70	17.00	517.70
19	Toothpaste	500.70	17.00	517.70
20	Ointments	500.70	17.00	517.70
21	Cosmetics for males and Females	500.70	17.00	517.70
22	Perfumes	500.70	17.00	517.70
23	Creams	500.70	17.00	517.70
24	Lotions and repellents	500.70	17.00	517.70
25	Hair Sprays	500.70	17.00	517.70
26	Hair oils and hair tints	500.70	17.00	517.70
27	Manufacturing pharmaceuticals not otherwise provided for	500.70	17.00	517.70
28	Bottle Checker and sorter	500.70	17.00	517.70
29	Filling raw materials, partly processed materials &/or finished products into bulk receptacles for subsequent processing	500.70	17.00	517.70
30	Manufacture for any of the above items for aerosol packs	500.70	17.00	517.70
Division V -				
31	Laboratory Attendant	491.50	17.00	508.50
32	Household chemicals, cleaners and detergents	491.50	17.00	508.50
33	Bottle washer (by hand or machine)	491.50	17.00	508.50
34	Quality Inspector	491.50	17.00	508.50
35	APC and Seiditz powder machine operator	491.50	17.00	508.50
36	Filling and finishing retail packs up to transfer point from factory end of line packaging departments to warehouse and dispatch departments	491.50	17.00	508.50
37	Cutting, filling or sealing Ampoules	491.50	17.00	508.50
38	All other employees not otherwise provided for	491.50	17.00	508.50

3. Delete Items 1, 2, 3, 4, 5, 6, 7, 8 and 9 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, and insert in lieu thereof the following:

**Table 2 - Other Rates and Allowances**

Item No.	Clause No.	Brief Description	Amount \$
1	3(d)(i)	Junior trainee lab assistant who undertake an appropriate certificate course	1.65 per week
2	3(d)(ii)	Senior hands	4.70 per week
3	3(d)(iii)	Charge Hands Allowance: In charge of 1 to 5 employees In charge of 6 to 10 employees In charge of more than 10 employees	18.30 per week 21.90 per week 26.50 per week

4	3(d)(iv)	Employees appointed as checkers	3.90 per week
5	15(e)(i)	Engaged on morning or afternoon shifts	14.54 per shift
6	15(e)(ii)	Engaged on night shifts	19.58 per shift
7	17	Meal Allowance - required to work overtime in excess of 1.5 hours after finishing time	10.40
8	28(f)	Required to perform work of an unusually Dirty, dusty and/or offensive nature or Temperatures of abnormal head/cold	0.43 per hour
9	28(q)	Appointed as first-aid attendant	2.64 per day or shift

4. Delete Part C - Industry/Skill Level Rates, and insert in lieu thereof the following:

**Table 1 - Monetary Rates**

**Industry/Skill Level A**

Where the accredited training course and work performed are for the purposes of generating skills which have been defined for work at industry/skill level A.

	Highest Year of Schooling Completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	221.00	243.00	293.00
Plus 1 year out of school	243.00	293.00	340.00
Plus 2 years	293.00	340.00	396.00
Plus 3 years	340.00	396.00	453.00
Plus 4 years	396.00	453.00	
Plus 5 years or more	453.00		

The average proportion of time spent in Structured Training which has been taken into account in setting the above rate is 20 per cent.

**Table 2**

**Monetary Rates - Industry/Skill Level B**

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at industry/skill level B.

	Highest Year of Schooling Completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	221.00	243.00	283.00
Plus 1 year out of school	243.00	283.00	325.00
Plus 2 years	283.00	325.00	382.00
Plus 3 years	325.00	382.00	435.00
Plus 4 years	382.00	435.00	
Plus 5 years or more	435.00		

The average proportion of time spent in Structured Training which has been taken into account in setting the above rate is 20 per cent.

**Table 3 - Monetary Rates****Industry/Skill Level C**

Where accredited Training course and work performed are for the purpose of generating skills which have been defined for work at industry/skill level C.

	Highest Year of Schooling Completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	221.00	243.00	278.00
Plus 1 year out of school	243.00	278.00	312.00
Plus 2 years	278.00	312.00	349.00
Plus 3 years	312.00	349.00	390.00
Plus 4 years	349.00	390.00	
Plus 5 years or more	390.00		

The average proportion of time spent in Structured Training which has been taken into account in setting the above rate is 20 per cent.

5. Delete subparagraph (b) of paragraph (vi) of subclause (F), Wages, of clause 42, Training Conditions, and insert in lieu thereof the following:

(b) Wage Rates for Certificate IV Traineeships

- (i) Trainees undertaking an AQF IV traineeship shall receive the relevant weekly wage rate for AQF III trainees at Industry/Skill Levels A, B, or C as applicable with the addition of 3.8 per cent of that wage rate.
- (ii) An adult trainee who is undertaking a traineeship for an AQF IV qualification shall receive the following weekly wage as applicable based on the allocation of AQF III qualifications:

Industry/Skill Level	First Year of Traineeship \$	Second Year of Traineeship \$
Industry/Skill Level A	470.00	488.00
Industry/Skill Level B	452.00	469.00
Industry/Skill Level C	405.00	420.00

6. Delete the reference to \$60.00 appearing in subclause (c) and subclause (i) (iii) of clause 5, Supported Wage System for Workers with Disabilities, and insert in lieu thereof the amount \$61.00.
7. This variation shall take effect from the first full pay period commencing on or after 11 September 2005.

T. M. KAVANAGH J.



(789)

**SERIAL C3836****BOOTMAKERS AND HEEL BAR OPERATIVES, &c. (STATE) AWARD**

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Shop, Distributive and Allied Employees' Association, New South Wales, industrial organisation of employees, and other.

(No. IRC 3366 &amp; 3367 of 2005)

Before The Honourable Justice Kavanagh

11 July 2005

**VARIATION**

1. Delete paragraph (a) of clause 5, State Wage Case Adjustments, of the award published 31 August 2001 (327 I.G. 428) and insert in lieu thereof the following:
  - (a) The rates of pay in this award include the adjustments payable under the State Wage Case 2005. These adjustments may be offset against:
    - (i) any equivalent overaward payments, and/or
    - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

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

Group No.	Brief Description	Total Wage \$
1	Heel Bar Operative	517.50
2	Boot or Shoe Repairer	537.50
3	Bespoke Bootmaker	552.50
4	Surgical Bootmaker	567.50

**Table 2 - Other Rates and Allowances**

Item No.	Clause No.	Brief Description	Amount \$
1	4(ii)	Repair anatomical, surgical or orthopaedic boots or shoes	7.30 per week
2	11	Minimum loading - Adult - Junior	3.30 2.80
3	16	Meal Allowance	10.40
4	34	Uniform Allowance	4.70

4. Delete the reference to \$60.00 appearing in subclause (c) and paragraph (iii) of subclause (i), of Clause 9, Supported Wage and insert in lieu thereof the following:

"61.00"

5. This variation shall take effect from the first full pay period commencing on or after 12 July 2005.

T. M. KAVANAGH *J.*

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(057)

**SERIAL C3842****BRICK AND PAVER INDUSTRY (STATE) AWARD**

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Federated Brick, Tile and Pottery Industrial Union of Australia, New South Wales Branch, industrial organisation of employees.

(No. IRC 3316 of 2005)

Before The Honourable Justice Kavanagh

11 July 2005

**VARIATION**

1. Delete subclause 5.2.1 of clause 5.2, Wages, of Part 5, Wages and Related Matters, of the award published 1 September 2000 (318 I.G. 236) and insert in lieu there of the following:

## 5.2.1 State Wage Case Adjustments

The rates of pay in this award include the adjustment payable under the State Wage Case of 2005. This adjustment may be offset against:

- (a) any equivalent over-award payments; and/or
- (b) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.

State Wage Case	Increase \$	Allowances %
May 2000	15.00	3.1
May 2001	13.00/15.00	3.0
May 2002	18.00	3.5
May 2003	17.00	3.2
June 2004	19.00	3.5
June 2005	17.00	3.0

2. Delete Part B, Monetary Payments, and insert in lieu thereof the following:

**PART B****MONETARY PAYMENTS****Table 1**

- (a) Automated and Semi-automated Yards:

Classification	Award Rate per Week \$	Safety Net Adjustment \$	Total per Week \$
Division A	501.60	17	518.60
Division B	518.50	17	535.50
Division C	531.50	17	548.50
Division D	546.50	17	563.50
Division E	571.40	17	588.40

## (b) Manually Operated Yards:

Classification	Award Rate per Week \$	Safety Net Adjustment \$	Total per Week \$
Division A	501.60	17	518.60
Division B	514.30	17	531.30
Division C	518.50	17	535.50
Division D	531.50	17	548.50
Division E	571.40	17	588.40

**Table 2 - Other Rates and Allowances**

Item No.	Clause No.	Brief Description	Amount \$
1	5.1.3	Leading Hand	29.60 per week
2	6.3.3	Meal allowance	7.80, then 6.45 for each subsequent meal
3	5.5.2(a)	Shift allowance - rotating day-afternoon, day-night, day-afternoon-night shift	7.35 per shift
4	5.5.2(b)	Shift allowance - rotating afternoon-night or permanent afternoon shift	10.95 per shift
5	5.5.2(c)	Shift allowance - permanent night shift	21.70 per shift
6	5.6.1	Piecework	2.05 per day
7	5.6.6	Hand Setting - Intermittent Fired Kilns - Standard Bricks - Outsize Bricks	0.37 per thousand 0.80 per thousand
8	5.6.6	Hand Setting - Standard Face Bricks - Outsize Bricks	0.39 per thousand 0.64 per thousand
9	4.6.3	Attending - 3 Oil Fired Kilns - 4 Oil Fired Kilns	10.25 per shift or part thereof 23.45 per shift or part thereof
10	4.7.6	Stacking Bricks - up to 9 metres from wicket - more than 9 metres from wicket - Classers - more than 37 metres from wicket	2.58 per thousand 0.82 per thousand for each further 9 metres or part thereof 1.55 per thousand, then 1.02 for each additional 9 metres
11	5.5.3	Travel allowance	3.20 per day
12	5.5.4	Manganese Dioxide - handling	0.50 per hour
13	5.5.5	First-aid	1.90 per day

3. This variation shall take effect from the first full pay period commencing on or after 17 July 2005.

T. M. KAVANAGH J.

(828)

**SERIAL C3853****BREAD INDUSTRY (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 3331 of 2005)

Before Mr Deputy President Sams

20 July 2005

**VARIATION**

1. Delete paragraph (b) of subclause (i) of clause 4, Rates of Pay and Allowances, of the award published 17 December 2004 (347 I.G. 796) and insert in lieu thereof the following:
  - (b) The rates of pay in this award include the adjustments payable under the State Wage Case 2005. These adjustments may be offset against:
    1. any equivalent over-award payments; and/or
    2. award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

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

Classification	Former Rate per Week \$	SWC 2005 \$	Total Rate per Week \$
Bread Industry Employee Level 1	641.70	17.00	658.70
Bread Industry Employee Level 2	600.20	17.00	617.20
Bread Industry Employee Level 3	578.50	17.00	595.50
Bread Industry Employee Level 4	544.10	17.00	561.10
Bread Industry Employee Level 5	522.50	17.00	539.50
Bread Industry Employee Level 6	499.60	17.00	516.60

**Table 2 - Other Rates and Allowances**

Item No.	Clause No.	Brief Description	Amount Payable \$
1	2(v)(b) 4(vi)(g)(i)	Apprentices' Allowance: Stage 1 pass	5.55 per week
2	2(v)(c) 4(vi)(g)(ii)	Apprentices' Allowance: Completion of course	15.65 per week
3	4(vi)(a)(1)	Leading Operator: More than 4 employees	14.35 per week
4	4(vi)(a)(2)	Leading Operator: Up to four employees	28.60 per week
5	4(vi)(b)	Heavy Vehicle Driving Allowance:	
5.1	4(vi)(b)(1)	Over 3 and up to 4.5 tonnes	3.60 per week
5.2	4(vi)(b)(2)	Over 4.5 tonnes and up to 14.95 tonnes	28.50 per week

5.3	4(vi)(b)(3)	Over 14.95 tonnes	37.65 per week
5.4	4(vi)(b)(4)	Semi-trailer	67.65 per week
6	4(vi)(c)	Merchandiser Allowance:	
6.1		Flat amount	14.95 per day
6.2		Variable amount	0.29 per km
7	4(vi)(d)	First-aid Allowance	12.75 per week
8	4(vi)(e)	Boiler Allowance	12.35 per week
9	4(vi)(f)	Meal Allowance	10.70 per meal

3. This variation shall take effect from the first full pay period to commence on or after 9 August 2005.

P. J. SAMS *D.P.*

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(525)

**SERIAL C3854****PHOTOGRAPHIC INDUSTRY (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 3328 of 2005)

Before Mr Deputy President Sams

20 July 2005

**VARIATION**

1. Delete subclause (i) of clause 4, Wages, of the award published 25 January 2001 (321 I.G. 1060) and insert in lieu thereof the following:
  - (i) The minimum rates of pay for weekly employees in the classifications prescribed in this award shall be set out in Table 1 - Wages, of Part B, Monetary Rates. The rates for allowances shall be as set out in Tables 2 - Allowances, of the said Part B.

Junior Employees - The minimum rate of pay for junior employees, wherever employed, shall be calculated by reference to the percentages of the total rates provided for adult employees as set out in the said Table 1.

The rates of pay in this award include the adjustments payable under the State Wage Case of May 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 adjustments.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

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

Classification	Former Rate \$	SWC 2005 \$	Rate per week \$
Section A - Portrait, Advertising and Commercial Studios			
Photographer	523.60	17.00	540.60
Retoucher	513.30	17.00	530.30
Artist	513.30	17.00	530.30
Photographer's Assistant	505.80	17.00	522.80
Collector	505.80	17.00	522.80
Clerk/Receptionist	500.90	17.00	517.90
Employees not elsewhere classified -			
First three months	484.40	17.00	501.40
Thereafter	500.90	17.00	517.90

Section B - Developing, Printing and Finishing Establishments (other than mini-labs)			
Group 1 - Colour Filter Determinator Custom Colour Enlargement Printer Colour Printer Controller Microfilm Service Operator	547.70	17.00	564.70
Group 2 - Rack and Tank Colour Film Processor Colour Enlargement Printer Colour Quality Corrector Kit Mixing Operator Colour Printer Operator Microfilm Continuous Processing Operator	532.50	17.00	549.50
Group 3 - Rack and Tank Black and White Film Processor Black and White Enlargement Printer Black and White Printer Operator X-ray, Sheet Film and Sensitised Paper Finisher	515.90	17.00	532.90
Group 4 - Microfilm Operator Clerk/Receptionist	500.90	17.00	517.90
Group 5 - Employees not elsewhere classified - First three months	484.40	17.00	501.40
Thereafter	500.90	17.00	517.90
Section C - Mini-labs			
Amateur Photo Finisher - Printing Machine Operator	509.70	17.00	526.70
Employees not elsewhere classified - First three months	484.40	17.00	501.40
Thereafter	500.90	17.00	517.90
Section D - Junior Rates Percentage of Adult Rate of Pay			
At 16 years of age	50	First three months: 501.40 Thereafter: 517.90	
At 17 years of age	60		
At 18 years of age	70		
At 19 years of age	80		
At 20 years of age	90		

**Table 2 - Allowances**

Item No.	Clause No.	Brief Description	Amount \$
1	5(i)	Leading hand allowance	23.10
2	5(ii)	TAFE Photography Certificate	13.10
3	5(iv)	Excess fares allowance	11.30 per week 2.26 per day
4	5(v)	Meal money - 1st meal	11.35
5	5(v)	Meal money - 2nd and subsequent meals	11.35
6	5(vi)	Locomotion allowance - standing charge - vehicles up to 2 litres (2,000cc)	209.40
7	5(vi)	Locomotion allowance - running charge - vehicles up to 2 litres (2,000cc)	0.27
8	5(vi)	Locomotion allowance - standing charge - vehicles over 2 litres (2,000cc)	248.46



9	5(vi)	Locomotion allowance - running charge - vehicles up to 2 litres (2,000cc)	0.32
10	5(vi)	Kilometre allowance - vehicles up to 2 litres (2,000cc)	0.45
11	5(vi)	Kilometre allowance - vehicle over 2 litres (2,000cc)	0.55
12	5(vii)	First-aid allowance	12.55

3. This variation shall take effect from the beginning of the first pay period to commence on or after 30 November 2005.

P. J. SAMS *D.P.*

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(218)

**SERIAL C3863****SECURITY INDUSTRY (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 3575 of 2005)

Before The Honourable Justice Haylen

22 July 2005

**VARIATION**

1. Delete paragraphs 11.1.2 of Clause 11, Wages, of the award published 6 May 2005 (350 I.G. 827) and insert in lieu thereof the following:

11.1.2 The rates of pay in this award include the adjustments payable under the State Wage Case of 2005. These adjustments may be offset against:

- (i) any equivalent over-award payment, and/or
- (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.

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

**PART B****MONETARY RATES****Table 1 - Rates of Pay per 38-Hour Week**

Classification	Rate of pay at first pay period on or after 19/2/06 \$
Grade 1	563.50
Grade 2	581.80
Grade 3	593.10
Grade 4	604.30
Grade 5	626.50

**Table 2 - Other Rates and Allowances**

Item No.	Clause No.	Brief Description	Rate per week from the first pay period to commence on or after 19/2/06 \$	Rate per shift from the first pay period to commence on or after 19/2/06 \$
				Casuals only
	12.1	Leading Hand Allowance		
1		up to 5 employees	24.64	4.93
2		6 to 10 employees	27.95	5.59
3		11 to 15 employees	36.55	7.31
4		16 to 20 employees	42.17	8.43
5		Over 20 employees	42.17	8.43
6		for each employee exceeding 20, extra	0.65	0.13

7	12.2	Relieving Officer	24.62	
	12.3	First Aid Allowance		
8		Industrial	13.89	2.78
				Casuals only
9	12.4	Gun Allowance	9.57	1.91
10	12.5	Locomotion Allowance		
11		Motor Vehicle/Cycle		24.12
12		Bicycle		2.53
13	12.6	Meal Allowance		7.41
14	12.7	Fares Allowance		6.43
15	12.8	Overnight Meal Allowance		60.39
			Rates per Hour	Rates per Hour
16	12.9	Aviation Allowance	1.03	1.03

3. This variation shall take effect from the first full pay period to commence on or after 19 February 2006.

W. R. HAYLEN J.

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(310)

**SERIAL C3857****WIRE DRAWN FERRIES (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Ferrymen Pty Ltd.

(No. IRC 3209 of 2005)

Before Commissioner McLeay

8 July 2005

**VARIATION**

1. Delete subclause 8.3 of clause 8 Wages, of the award published 14 September 2001 (327 I.G. 802) and insert in lieu thereof the following:
- 8.3 The rates of pay in this award include the adjustments payable under the State Wage Case 2004. These adjustments may be offset against:
  - (a) any equivalent overaward payments; and/or
  - (b) award wage increases since 29 May 1991, other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

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

Classification	Former Wage Rate Per Week \$	SWC 2004 Per Week \$	Total Rate Per Week \$
Master/Engine Driver	531.80	19.00	550.80
General Purpose Hand	519.60	19.00	538.60

**Table 2 - Other Rates and Allowances**

Item No.	Clause No.	Brief Description	Amount \$
1	8.2.1	Continuous Shift (day, afternoon and night)	37.70
2	8.2.2	Two Shift Roster (day and Afternoon)	32.20
3	9.2	Meal Allowance	9.40
4	9.2	Meal Allowance	7.80
5	19.2	Board and Lodging Allowance	346.00
6	19.2	Living expenses incurred in the case of broken parts of a Week	49.20
7	20.3	Fares and Travelling Allowances Engine Capacity (cc) Up to 1600 1601 to 2600 over 2600	51.6 cents per km 59.3 cents per km 61 cents per km

3. This variation shall take effect from the beginning of the first pay period to commence on or after 8 July 2005.

J. McLEAY, Commissioner.

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(510)

**SERIAL C3866****NURSES, &c., OTHER THAN IN HOSPITALS, &c. (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Nurses' Association, industrial organisation of employees.

(No. IRC 3222 of 2005)

Before Commissioner McLeay

12 July 2005

**VARIATION**

1. Delete subclause (iii) of clause 4, Salaries, of the award published 20 August 2004 (346 I.G. 76) 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 overaward payments; and/or
    - (b) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Part B, Monetary Rates and insert in lieu thereof the following:

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

	Former Wage Rate \$	SWC May 2005 Adjustment \$	Total Rate \$
<b>Assistant in Nursing</b>			
1st year	490.20	17.00	507.20
2nd year	501.30	17.00	518.30
3rd year	512.50	17.00	529.50
4th year	524.00	17.00	541.00
<b>Enrolled Nurse</b>			
1st year	532.00	17.00	549.00
2nd year	546.00	17.00	563.00
3rd year	567.40	17.00	584.40
4th year	585.10	17.00	602.10
Thereafter	597.40	17.00	614.40
<b>Registered Nurse</b>			
1st year	611.70	17.00	628.70
2nd year	626.40	17.00	643.40
3rd year	652.90	17.00	669.90
4th year	679.20	17.00	696.20
5th year	707.40	17.00	724.40
6th year	735.40	17.00	752.40

7th year	763.40	17.00	780.40
8th year	793.50	17.00	810.50
UG1	818.30	17.00	835.30
Supervisory Nurse	831.90	17.00	848.90

**Table 2 - Other Rates and Allowances**

Item No.	Clause No.	Brief Description	Amount \$
1	3(iv)	Meal	7.26 per meal
2	6(i)	On Call During Meal	5.71 per day
3	6(ii)	On Call	13.57 per shift
4	17(i)	Uniform	6.64 per week
5	17(i)	Stockings	3.28 per week
6	17(ii)	Laundry	5.08 per week
7	18(i)	Vehicle Allowance Standing Charge Up to 2 litres Over 2 litres < 3.5 litres Over 3.5 litres  Vehicle Allowance Running Charge Up to 2 litres Over 2 litres < 3.5 litres Over 3.5 litres	 146.60 per week 161.38 per week 165.85 per week  27.80 cents per km 31.08 cents per km 32.17 cents per km
8	18(iii)	Vehicle Allowance Casual Usage	62.09 cents per km

3. This variation shall take effect from the beginning of the first pay period to commence on or after the 12 July 2005.

J. McLEAY, Commissioner.

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(517)

**SERIAL C3865****OCCUPATIONAL HEALTH NURSES' (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Nurses' Association, industrial organisation of employees.

(No. IRC 3221 of 2005)

Before Commissioner McLeay

12 July 2005

**VARIATION**

1. Delete subclause (ii) of clause 6, Salaries, of the award published on 16 July 2004 (345 I.G. 306), 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 overaward payments, and/or
    - (b) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Part B, Monetary Rates and insert in lieu thereof the following:

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

	Former Wage Rate	SWC 2005 Adjustment	Total Rate
	\$	\$	\$
Assistant in Nursing			
1st year	490.20	17.00	507.20
2nd year	501.30	17.00	518.30
3rd year	512.50	17.00	529.50
4th year	524.00	17.00	541.00
Enrolled Nurse			
1st year	532.00	17.00	549.00
2nd year	546.00	17.00	563.00
3rd year	567.40	17.00	584.40
4th year	585.10	17.00	602.10
Thereafter	597.40	17.00	614.40
Occupational Health Nurse Under Supervision -			
1st year of service	763.40	17.00	780.40
2nd year of service	793.50	17.00	810.50
Relieving Nurse	793.50	17.00	810.50



UG1 Qualification	818.30	17.00	835.30
Sole Occupational Health Nurse	818.30	17.00	835.30
Senior Occupational Health Nurse	892.50	17.00	909.50
Senior Occupational Health Nurse in charge	932.90	17.00	949.90
Principal Occupational Health Nurse	994.50	17.00	1011.50

**Table 2 - Other Rates and Allowances**

Item No.	Clause No.	Brief Description	Amount \$
1	5(v)	Meal Allowance	9.20 per meal
2	7(i)	Close Call	6.21 per day
3	7(ii)	Own vehicle Allowance Under 1600cc Over 1600cc	57.30 cents per km 77.70 cents per km
4	25(i)	Uniform Allowance	563.12 per annum or 10.83 per week
5	25(ii)	Laundering Allowance	6.33 per week
6	25(iii)	Stocking Allowance	3.96 per week

3. This variation shall take effect from the beginning of the first full pay period to commence on or after 12 July 2005.

J. McLEAY, Commissioner.

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(575)

**SERIAL C3841****REFRACTORY INDUSTRY (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Federated Brick, Tile and Pottery Industrial Union of Australia, New South Wales Branch, industrial organisation of employees.

(No. IRC 3317 of 2005)

Before The Honourable Justice Kavanagh

11 July 2005

**VARIATION**

1. Delete clause 5, State Wage Case Adjustments, of the award published 5 October 2001 (328 I.G. 383) and insert in lieu thereof the following:

**5. State Wage Case Adjustments**

The rates of pay in this award include the adjustment payable under the State Wage Case 2005. This increase may be offset against:

- (a) any equivalent over-award payments; and/or
- (b) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.

State Wage Case	Increase \$	Allowances %
May 2000	15.00	3.1
May 2001	13.00	3.0
May 2002	18.00	3.5
May 2003	17.00	3.2
June 2004	19.00	3.5
June 2005	17.00	3.0

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

**Table 1 - Wage Rates**

Classification	Award rate per week \$	Safety net adjustment \$	Total per week \$
Basic Entry Level	467.80	17.00	484.80
Level 1	486.10	17.00	503.10
Level 2	497.30	17.00	514.30
Level 3	509.50	17.00	526.50
Level 4	527.00	17.00	544.00

**Table 2 - Other Rates And Allowances**

Item No.	Clause No.	Brief Description	Amount \$
1	9.3	Industry Allowance	19.60 per week
2	11.2	Leading Hand	33.40 per week
3	16.4	Meal Allowance	8.15 then 6.90 for each subsequent meal
4	18.1(a)	Shift allowance - rotating day-afternoon, day- night, day-afternoon-night shift	7.30 per shift
5	18.1(b)	Shift allowance - rotating afternoon-night shift	10.90 per shift
6	18.1(c)	Shift allowance - permanent night shift	21.50 per shift
8	37	First Aid Allowance	1.95 per day

3. This variation shall take effect from the first full pay period commencing on or after 17 July 2005.

T. M. KAVANAGH J.

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(850)

**SERIAL C3793**

## THE CATHOLIC PRESS NEWSPAPER COMPANY PTY LIMITED (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the Media, Entertainment and Arts Alliance New South Wales, industrial organisation of employees.

(No. IRC 2065 of 2005)

Before Commissioner Connor

27 May 2005

### VARIATION

1. Delete paragraph (b) (i) of clause 15, Superannuation, of the award published 17 November 2000 (320 I.G. 377), and insert in lieu thereof the following:
  - (i) JUST Super.
2. Delete subclause (f) of Part B - Monetary Rates, and insert in lieu thereof the following:
  - (f) The rates of pay in this award include the adjustments payable under the State Wage Cases of 2003 and 2004. These adjustments may be offset against:
    - (i) any equivalent over award payments, and/or
    - (ii) award wage increase since 29 May 1991 other than safety net, State Wage Case, and Minimum rates adjustments.
3. Delete Table 1 - Rates of Pay and Table 2 - Other Rates and Allowances, of the said Part B and insert in lieu thereof the following:

**Table 1 - Rates of Pay**

Classification	Previous Minimum Weekly Rates of Pay \$	Previous Minimum Weekly Rates of Pay (6%) \$	SWC 2003 adjustment per week \$	SWC 2004 adjustment per week \$	Minimum Weekly Rates of Pay* \$	Minimum Weekly Rates of Pay (6%)* \$
<b>Band One</b>						
Grade 1	522.90	554.30	17.00	19.00	558.90	592.43
Grade 2	598.00	633.89	17.00	19.00	634.00	672.04
Grade 3	673.20	713.60	17.00	19.00	709.20	751.75
Grade 4	717.30	760.35	17.00	19.00	753.30	798.50
<b>Band Two</b>						
Grade 5	760.30	805.90	15.00	19.00	794.30	841.96
Grade 6	810.90	859.55	15.00	19.00	844.90	895.59
Grade 7	867.00	919.00	15.00	19.00	901.00	955.06
<b>Band Three</b>						
Grade 8	896.60	950.40	15.00	19.00	930.60	986.44
Grade 9	1,015.50	1,076.45			1,070.19	1,134.40

\* Effective from the first pay period to commence on or after the variation of this Award.

**Table 2 - Other Rates and Allowances**

Item No.	Clause No.	Brief Description	Previous Amount \$	New Amount* \$
1	4 (a) (i)	Sub-editor qualified in and required to use complex area make-up procedures	26.05	27.82
2	13 (j)	Casual sub-editor qualified in and required to use complex area make-up procedures	5.20	5.55
3	16(d)(iv) and (v)	Maximum payment for spectacle frames	94.70	97.07
4	17 (c)	Meal allowance	10.35	11.18
5	28 (a)	Duplicating copy	0.04 per line	0.05 per line

\* Effective from the first pay period to commence on or after the variation of this Award.

4. This variation shall take effect from the first full pay period to commence on or after 27 May 2005.

P. J. CONNOR, Commissioner.

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(675)

**SERIAL C3876****TRANSPORT INDUSTRY - RETAIL (STATE) AWARD 1999**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Transport Workers' Union of Australia, New South Wales Branch, industrial organisation of employees.

(No. IRC 3703 of 2005)

Before The Honourable Justice Haylen

28 July 2005

**VARIATION**

1. Delete clause 4, Arbitrated Award Safety Nets and Further Claims, of the award published 15 September 2000 (318 I.G. 806), and insert in lieu thereof the following:

**4. Arbitrated Award Safety Nets and Further Claims**

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 overaward payments; and/or
- (b) award wage increases since 29 May 1991 other than safety net, and minimum rates adjustments.
2. Delete Part B, Monetary Rates and insert in lieu thereof the following:

**PART B****MONETARY RATES****Table 1 - Wages (Division A - General Rates)**

Classification	Rate Per Week \$
Transport Worker Grade One	539.40
Transport Worker Grade Two	553.00
Transport Worker Grade Three	562.40
Transport Worker Grade Four	570.60
Transport Worker Grade Five	593.70
Transport Worker Grade Six	599.00
Transport Worker Grade Seven	615.40
Transport Worker Grade Eight	645.90
Transport Worker Grade Nine	570.90

**Table 2 - Allowances**

Item	Clause	Description	Rate \$
1	9	Driving more than one horse	15.30 per horse
2	9	Removal and delivery of furniture, etc.	4.80 per day or part thereof
3	9	Wharves and railway yards	4.80 per day or part thereof

**Table 3 - Wages (Clause 14 - Juniors)**

Item	Clause	Age	Percentage of Transport Worker Grade One or Two
1	12	At 18 years of age	75
	12	At 19 years of age	85
	12	At 20 years of age	90

**Table 4 - Additional Payments and Allowances**

Item No.	Clause No.	Description	Rate \$
1	13(a)	Amount collected per week More than \$30 but not more than \$150	4.58 per week
2		More than \$150 but not more than \$250	6.50 per week
3		More than \$250 but not more than \$400	9.38 per week
4		More than \$400 but not more than \$600	13.70 per week
5		More than \$600	18.13 per week
6	13(b)(iv)(c)	Travelling and living away expenses	32.24 per day
7	13(b)(v)	Weekend / Holiday Expenses	29.92 per day
8	13(b)(vii)	Camping Out Allowance (Weekly)	69.47 per week
9	13(b)(vii)	Camping Out Allowance (less than 7 days)	10.15 per day
10	13(c)	Garaging or stabling	16.74 per week
11	13(d)	First Aid Officer	1.92 per day
12	15(I)(iii)	Minimum payable during a trial period	57.57 per week
13	17(a)(ii)	General Shops - Casual employees working on a Saturday: Engagements up to and incl. four hours - - Adult Employees - Employees under 21 years of age Engagements exceeding four hours - - Adult Employees - Employees under 21 years of age	5.59 per shift 3.73 per shift 11.52 per shift 6.34 per shift
14	17(a) (ii)	Special and Confection Shops - Casual employees working on a Saturday: - Adult Employees - Employees under 21 years of age	5.59 per shift 3.73 per shift
15	17(c)(ii)	Confection Shops finishing after 10pm.	1.60 per night
16	23(i)	Meal Allowance	9.63 per meal
17	23(ii)	Breakfast Allowance - (Confection Shops Only)	9.63 per meal

**Table 5 - Long Distance Rates**

Rate = 27.75 cents per kilometre

3. This variation shall commence from the first pay period commencing on or after 28 July 2005.

W. R. HAYLEN J.

(404)

**SERIAL C3792**

## **JOURNALISTS' (CUMBERLAND NEWSPAPERS PTY LIMITED) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Media, Entertainment and Arts Alliance New South Wales, industrial organisation of employees.

(No. IRC 2064 of 2005)

Before Commissioner Connor

27 May 2005

### **VARIATION**

1. Delete Table 1 - Rates of Pay and Table 2 - Other Rates and Allowances, of Part B Monetary Rates, of the award published 7 December 2001 (330 I.G. 93), as varied and insert in lieu thereof the following:

**Table 1 - Rates of Pay**

Classification	Previous Minimum Weekly Rates of Pay \$	SNA 2003 \$	SNA 2004 \$	Min weekly rate of pay* \$
1. (AJA 1a)	511.40	17.00	19.00	547.40
2. (AJA 1b)	567.25	17.00	19.00	603.25
3. (AJA 2)	619.10	17.00	19.00	655.10
4. (AJA 3)	TBD			TBD
5. (AJA 4)	706.05	17.00	19.00	742.05
6. (AJA 5)	TBD			TBD
7. (AJA 6)	820.05	15.00	19.00	854.05

- \* Effective from the first pay period after the award is varied

The rates of pay in this award include the adjustments payable under the State Wage Cases of 2003 and 2004. These adjustments may be offset against:

- (i) any equivalent over award payments, and/or
- (ii) award wage increase since 29 May 1991 other than safety net, State Wage Case, and Minimum rates adjustments.

**Table 2 - Other Rates and Allowances**

Item No.	Clause No.	Brief Description	Amount * \$
1	Part B(b)(I)	Complex area make-up procedures	27.12
2	16(b)	Meal allowance	11.52
3	16(d)	Travel allowance	0.81
4	24(c)(iv) and (v)	Spectacle allowance for frames	90.32

- \* Effective from the first pay period after the award is varied.



2. This variation shall take effect from the first pay period to commence on or after 27 May 2005.

P. J. CONNOR, Commissioner.

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(527)

**SERIAL C3795**

**JOURNALISTS, &C. (FEDERAL PUBLISHING COMPANY PTY LTD)  
AWARD 1995**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Media, Entertainment and Arts Alliance New South Wales, industrial organisation of employees.

(No. IRC 2068 of 2005)

Before Commissioner Connor

27 May 2005

**VARIATION**

1. Delete paragraph (b) (i), of clause 38, Superannuation of the award published 12 April 2001 (323 I.G. 1106), and insert in lieu thereof the following:
  - (i) JUST Super.
  
2. Delete subclause (iii), of Minimum Rates of Pay, of Part B, Monetary Rates, and insert in lieu thereof the following:
  - (iii) The rates of pay in this award include the adjustments payable under the State Wage Cases of 2003 and 2004. These adjustments may be offset against:
    - (a) any equivalent over award payments, and/or
    - (b) award wage increase since 29 May 1991 other than safety net, State Wage Case, and Minimum rates adjustments.
  
3. Delete Table 1 - Rates of Pay, and Table 2 - Other Rates and Allowances, of the said Part B, and insert in lieu thereof the following:

**Table 1 - Rates of Pay**

- (a) Minimum Rate Per Week Effective from the first pay period to commence on or after the variation of this Award.

Classification	Previous Minimum Rate Per Week \$	SNA 2003 \$	SNA 2004 \$	Minimum Rate Per Week \$
Band One -				
AJA 1	496.60	17.00	19.00	532.60
AJA 2	553.60	17.00	19.00	589.60
AJA 3	651.40	17.00	19.00	687.40
AJA 4	694.40	17.00	19.00	730.40
Band Two -				
AJA 5	737.90	15.00	19.00	771.90
AJA 6	788.00	15.00	19.00	822.00
AJA 7	843.30	15.00	19.00	877.30

**Table 2 - Other Rates and Allowances**

Effective from the first pay period to commence on or after the variation of this Award.

Item No	Clause No	Classification	Previous rate \$	New rate \$
1	12(iii)	Meal Allowances	12.20	13.03
2	12(iv)	Photographers Equipment	53.05	55.41
3	16(iii)(d)	Spectacles - Cost of frames	97.20	99.63
4	28(i)	Duplicating Copy - Minimum per line	0.47	0.50

4. This variation shall take effect from the first full pay period to commence on or after 27 May 2005.

P. J. CONNOR, Commissioner.

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(1744)

**SERIAL C3822**

**BLUESCOPE STEEL (AIS) PTY LTD - PORT KEMBLA STEEL  
WORKS EMPLOYEES AWARD 2004**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by BlueScope Steel.

(No. IRC 3234 of 2005)

Before Mr Deputy President Grayson

7 July 2005

**VARIATION**

1. Delete Part C Monetary Rates - Restructured Classifications, of the award published 11 March 2005 (349 I.G. 109) and insert in lieu thereof the following:

**PART C**

**MONETARY RATES - RESTRUCTURED CLASSIFICATIONS**

**Table 1 - Restructured Ironworkers Rates of Pay**

Description	Rate of pay per 38-hour week from the first pay period on or after 18th March 2005 (i.e. 20th March 2005) \$
<b>1. Cokemaking Department</b>	
<b>Coke Ovens - Batteries</b>	
Battery Entry Level Ironworker	535.40
Battery Operator 1	563.50
Battery Operator 2	593.70
Battery Operator 3	640.10
Battery Operator 4	676.70
Battery Operator 5	736.00
<b>Coal Preparation - Coal Washery</b>	
Coal Washery Operator 1	535.40
Coal Washery Operator 2	609.30
Coal Washery Operator 3	640.10
Coal Washery Operator 4	676.70
<b>Coal Preparation - Coal Handling</b>	
Coal Handling Operator 1	535.40
Coal Handling Operator 2	593.70
Coal Handling Operator 3	625.20
Coal Handling Operator 4	655.40
<b>Gas Processing</b>	
GP Entry Level Ironworker	535.40
GP Intermediate Operator	593.70
GP Sulphate Operator	593.70
GP Operator 1	625.20
GP Operator 2	655.40
GP Operator 3	676.70
GP Operator 4	717.40
<b>Collector Main Operations</b>	
Collector Main Operator	640.10

Cokemaking Utilities	
Utilities Entry Level Ironworker	535.40
Utilities Operator 1	563.50
Utilities Operator 2	578.60
Utilities Operator 3	609.30
Utilities Operator 4	640.10
Utilities Operator 5	676.70
2. Ore Preparation Department	
Raw Materials Handling	
RM Entry Level Ironworker	535.40
RM Operator 1	609.30
RM Operator 2	625.20
RM Operator 3	698.70
3. Blast Furnaces Department	
Operator Entry Level	535.40
Operator Base Level 1	593.70
Operator Base Level 2	640.10
Operator Level 1	676.70
Operator Level 2	698.70
Operator Level 3	736.00
Operator Level 4	765.00
4. Energy Services Department	
Utilities Distribution Section	
Distribution Operator 1	593.70
Distribution Operator 2	676.70
Distribution Operator 3	736.00
Energy Generation - No. 1 Power House Section	
No. 1 PH Operator 1	563.50
No. 1 PH Operator 2	625.20
No. 1 PH Operator 3	640.10
No. 1 PH Operator 4	676.70
No. 1 PH Operator 5	736.00
No. 1 PH Operator 6	765.00
5. Refractory Services Department	
Refractory Services	
Refractory Installer - Level 1	578.60
Refractory Installer - Level 2	625.20
Refractory Installer - Level 3	847.30
Refractory Installer - Level 4	898.20
6. Slabmaking Department	
BOS Plant	
BOS Entry Level Ironworker	535.40
BOS Service Operator	563.50
BOS Materials Attendant	609.30
BOS Operator 1	609.30
BOS Operator 2	655.40
BOS Operator 3	676.70
BOS Operator 4	698.70
BOS Operator 5	717.40
BOS - Raw Materials Alloy Preparation	
BOS Entry Level Ironworker	535.40
Materials Handler 1	593.70
Materials Handler 2	609.30
Slab Caster	
Slab Caster Operator 1	535.40
Slab Caster Operator 1A	578.60

Slab Caster Learner Operator	609.30
Slab Caster Operator 2	655.40
Slab Caster Operator 3	698.70
Slab Caster Operator 4	736.00
Slab Caster Operator 5	792.60
Slab Handling	
Slab Handler 1A (New Starters)	655.40
Slab Handler 1B (Existing Employees)	676.70
Slab Handler 2	698.70
Slab Handler 3	736.00
Slab Tracking Controller	765.00
7. Production Planning	
Product Despatch Warehouse	
Despatch Operator 1	563.50
Despatch Operator 2	625.20
Despatch Operator 3	676.70
Learner Pallet Carrier Operator	593.70
Pallet Carrier Operator	676.70
8. Hot Strip Mill	
Hot Strip Mill Operations	
Learner Operator	625.20
Operator 1	698.70
Operator 2	736.00
Operator 3	792.60
Hot Strip Mill Maintenance	
Learner Analyst	563.50
Systems Analyst 1	609.30
Systems Analyst 2	676.70
Hot Coil Processing and Despatch	
Operator 1	578.60
Operator 2	640.10
Operator 3	676.70
Operator 4	717.40
Operator 5 (Learner)	736.00
Operator 5	765.00
Packaging Products Roll Shop	
Roll Shop Attendant 1	554.20
Roll Shop Attendant 2	609.30
Roll Shop Attendant 3	625.20
Hot Strip Mill Roll Shop	
Roll Shop Attendant 1	554.20
Roll Shop Attendant 2	609.30
Roll Shop Attendant 3	625.20
Roll Shop Attendant 4A	655.40
Roll Shop Attendant 4B	676.70
Roll Shop Attendant 5	698.70
9. Plate Mill Department	
Plate Rolling	
Plate Rolling Operator Level 1	593.70
Plate Rolling Operator Level 2	640.10
Plate Rolling Operator Level 3	698.70
Plate Rolling Operator Level 4	736.00
Plate Rolling Operator Level 5	765.00
Plate Rolling Systems Operator	609.30
Plate Processing	
Learner Operator	593.70

Plate Processing Operator Level 1	625.20
Plate Processing Operator Level 2	655.40
Plate Processing Operator Level 3	676.70
Plate Processing Operator Level 4	698.70
Improvement Leader	717.40
Section Co-ordinator	765.00
10. Technology Services Department	
Laboratory Services	
General Assistant	593.70
Learner Operator (RMT)	578.60
Learner Operator (MO)	578.60
RM Tester	625.20
Machine Operator	625.20
11. Packaging Products Department	
Pickle Line	
PL Operator 1	593.70
PL Operator 2	625.20
PL Operator 3A	655.40
PL Operator 3B	655.40
PL Operator 4	698.70
Cold Mill	
CM Operator 1	609.30
CM Operator 2	655.40
CM Operator 3	717.40
CM Operator 4	765.00
Temper Mill	
TM Operator 1	609.30
TM Operator 2	655.40
TM Operator 3	717.40
TM Operator 4	765.00
Cleaning Line	
CL Operator 1	578.60
CL Operator 2	625.20
CL Operator 3	655.40
Batch Annealing	
BA Operator 1	578.60
BA Operator 2	640.10
Continuous Annealing Line	
CA Operator 1	609.30
CA Operator 2	655.40
CA Operator 3	698.70
Electrolytic Tinning Lines	
ET Line Operator 1	593.70
ET Line Operator 2	655.40
ET Line Operator 3P	698.70
ET Line Operator 3S	698.70
ET Line Operator 4	736.00
Coil Preparation Line	
Operator 1	609.30
Operator 2	655.40
Operator 3	698.70
Shearlines	
SH Operator 1	593.70
SH Operator 2	625.20
SH Operator 3	655.40
SH Operator 4	676.70

SH Operator 5	736.00
Littell Operator 4	698.70
Warehouse	
WH Operator 1	563.50
WH Operator 2A	593.70
WH Operator 2B	593.70
WH Operator 3	625.20
WH Operator 4	676.70
Miscellaneous	
PP Learner Operator	563.50
Packaging Products Crane Operators	
Crane Operator 1	593.70
Crane Operator 2	625.20
Crane Operator 3	655.40
Crane Operator 4	698.70
12. Supply Operations	
Warehousing and Distribution Department	
Warehousing and Distribution - Entry Level	563.50
Warehousing and Distribution - Operator 1	593.70
Warehousing and Distribution - Operator 2	625.20
Warehousing and Distribution - Operator 3	655.40
13. Maintenance	
Maintenance Ironworkers	
Maintenance Ironworker - Level 1	563.50
Maintenance Ironworker - Level 2A	578.60
Maintenance Ironworker - Level 2	609.30
Maintenance Ironworker - Level 3	640.10

**Table 2 - Graded Trades Rates Of Pay**

Description	Rate of pay per 38-hour week from the first pay period on or after 18th March 2005 (i.e. 20th March 2005) \$
1. Electrical Trades (inclusive of a tool allowance of \$11.80 per 38- hour week)	
Electrical Tradesperson (E) Base Level	699.30
Electrical Tradesperson (E) Level 1	723.90
Electrical Tradesperson (E) Level 2	753.90
Electrical Tradesperson (E) Level 3	783.50
Electrical Tradesperson (E) Level 4	815.70
Electrical Tradesperson (E) Level 5	834.80
Electrical Tradesperson (E) Level 6	881.90
2. Mechanical Trades (inclusive of a tool allowance) of \$11.80 per 38- hour week	
Graded Tradesperson (M) Base Level	681.70
Graded Tradesperson (M) Level 1	705.30
Graded Tradesperson (M) Level 2	734.10
Graded Tradesperson (M) Level 3	762.90
Graded Tradesperson (M) Level 4	794.10
Graded Tradesperson (M) Level 5	812.20
Graded Tradesperson (M) Level 6	857.30
3. Refractory Installation Bricklayers	
Refractory Installation Bricklayer - Base Level	708.20
Refractory Installation Bricklayer - Level 1	721.30



Refractory Installation Bricklayer - Level 2	752.60
Refractory Installation Bricklayer - Level 3	768.20
Refractory Installation Bricklayer - Level 4	791.50

**Table 3 - Apprentices**

	Rate of Pay and tool allowance per 38-hour week from the first pay period commencing on or after 18 March 2005 \$	
<b>1. Four Year Term</b>	<b>Rate of Pay</b>	<b>Tool Allowance</b>
Apprentice 1st Year	279.85	5.05
Apprentice 2nd Year	361.20	6.50
Apprentice 3rd Year	480.80	8.75
Apprentice 4th Year	551.25	10.15
<b>2. Three Year Term</b>	<b>Rate of Pay</b>	<b>Tool Allowance</b>
Apprentice 1st Year	320.55	5.80
Apprentice 2nd Year	480.80	8.75
Apprentice 3rd Year	551.25	10.15

**Table 4 - Annualised Salary Rates Of Pay**

Item 1. No. 2 Blower Station		
Rates of Pay Shift Crew Operators (Annualised) - From the first pay period commencing on or after 18 March 2005.		
Level	Base Weekly Rate from first pay period to commence on or after 18 March 2005 \$	Total Annual Rate from first pay period to commence on or after 18 March 2005 \$
Shift Crew Operator 2	876.20	74 399.60
Shift Crew Operator 3	928.80	78 638.00
Shift Crew Operator 4	947.40	80 136.80
Shift Crew Operator 5	976.40	82 473.50
Relief Crew Operator 2	876.20	62 407.70
Relief Crew Operator 3	928.80	65 939.40
Relief Crew Operator 4	947.40	67 188.30
Relief Crew Operator 5	976.40	69 135.40
Day Crew Operator 1	909.10	49 683.60
Day Crew Operator 2	869.80	47 535.80
Day Crew Operator 3	843.30	46 087.50
Day Crew Operator 4	802.80	43 874.10
Day Crew Operator 5	740.30	38 495.60
Item 2 Blast Furnaces		
Blast Furnace Operators		
Level	Base Weekly Rate from first pay period to commence on or after 18 March 2005 \$	Total Annual Rate from first pay period to commence on or after 18 March 2005 \$
Entry Level	671.60	59 791.00
Base Level 1	765.70	67 614.60
Base Level 2	824.30	72 491.80
Level 1	876.20	76 811.40
Level 2	898.20	78 642.40
Level 3	947.40	82 737.30
Level 4	976.40	85 150.90

Blast Furnace Mechanical Tradespersons		
Level	Base Weekly Rate from first pay period to commence on or after 18 March 2005 \$	Total Annual Rate from first pay period to commence on or after 18 March 2005 \$
Base	873.10	77 359.90
Level 1	904.80	79 998.30
Level 2	933.60	82 395.30
Level 3	974.30	85 782.70
Level 4	1 005.50	88 379.40
Level 5	1 023.60	89 885.90
Level 6	1 068.70	93 639.60
Blast Furnace Electrical Tradespersons		
Level	Base Weekly Rate from first pay period to commence on or after 18 March 2005 \$	Total Annual Rate from first pay period to commence on or after 18 March 2005 \$
Base	919.20	81 270.80
Level 1	951.80	83 984.00
Level 2	981.80	86 480.80
Level 3	1023.30	89 934.80
Level 4	1055.50	92 614.80
Level 5	1 046.20	91 840.90
Level 6	1 093.30	95 761.00
Item 3 - Temper Mills		
Level	Base Weekly Rate from first pay period to commence on or after 18 March 2005 \$	Total Annual Rate from first pay period to commence on or after 18 March 2005 \$
Entry Level Operator	725.20	62 232.40
Team Operator	1 004.00	84 697.50
Item 4 - Raw Materials Handling		
Level	Base Weekly Rate from first pay period to commence on or after 18 March 2005 \$	Total Annual Rate from first pay period to commence on or after 18 March 2005 \$
Entry Level	671.20	58 713.10
RM Process Operator Level 1	765.70	66 392.90
RM Process Operator Level 2	824.30	71 180.60
RM Process Operator Level 3	928.80	79 718.20
RM Process Operator Level 4	947.40	81 237.90

Table 5 - Unanderra Coil Processing

Metpol	Base Weekly Rate from first pay period commencing on or after 18th March 2005 \$
Metpol Operator Grade 1	706.70
Metpol Operator Grade 2	731.20
Metpol Operator Grade 3	750.70
Metpol Operator Grade 4	803.50
Metpol Operator Grade 5	831.50
Metpol Operator Grade 6	862.20
Metpol Operator Grade 7	896.30
Metpol Operator Grade 8	929.90
Metpol Operator Grade 9	940.10

Metpol Operator Grade 10	965.70
Metpol Operator Grade 11	997.10
Metpol Operator Grade 12	1,042.90
Metpol Mechanical Tradesperson	1,028.70

**Table 6 - Port Kembla Transport Facility**

CRM Road & Transport Facility	Base Weekly Rate from first pay period commencing on or after 18th March 2005 \$
General Transport Operator	657.10
Transport Operator - Grade 2	678.40
Training Transport Operator	576.40

**Table 7 - Other Rates And Allowances**

Special Rates to be effective from the first pay period commencing on or after 18th March 2005			
Item No	Clause No	Brief Description	\$
	8	Special Rates	
1	8.1.1	Large Power Houses - Employees employed in large power houses (developing more than 8,000 kilowatts) - Per 38 Hour Week Mechanical and Electrical Tradespersons 1st and 2nd Year electrical and mechanical apprentices Maintenance non-trades employees assisting mechanical or electrical tradespersons	22.70 4.55 11.35
2	8.1.2	Ship Repairing - Per 38 Hour Week Mechanical and Electrical tradespersons Other employees	11.10 9.00
3	8.1.3	Electrical Trades Licence Qualified Supervisor's Certificate (Electrician) Allowance Certificate of Registration (Electrician) Allowance	28.40 15.30
4	8.1.4	Scaffolder's Licence - Per 38 Hour Week Certificate of Competency as a Scaffolder: Class 1 or 2 Class 3 or 4	7.70 4.40
	9	General Disability Rates Hot Places - Per Hour	
7	9.1.1	Electrical/Mechanical Tradespersons/maintenance non-trades: employees Temperature raised artificially to between 46 and 54 degree Celsius Temperature exceeds 54 degrees Celsius	0.42 0.52
8	9.1.2	Hot Work - Per Hour Temperatures raised by artificial means to above 49 degrees	0.41
9	9.1.3	Wet Work - Per Hour Mechanical tradespersons and maintenance non-trades employees	0.41
10	9.1.4	Dirty Work - Per Hour Mechanical and electrical tradespersons and maintenance non-trades employees engaged in work other than ship repair work Dirty Ship Repair Work	0.42 0.52
11	9.1.5	Restrictive Spaces - Per Hour Mechanical and electrical tradespersons and maintenance non-trades employees	0.52

12	9.1.6	High Places - Per Hour Electrical and Mechanical tradespersons and maintenance non-trades other than riggers and splicers	0.30
13	9.1.7	Oil Tanks - Per Hour Mechanical tradespersons and maintenance non-trades employees	0.42
14	9.1.8	Explosive Powered Tools - Per Hour All Employees Minimum payment	0.15 1.14
15	9.1.9 9.3 9.3.1	Slag Wool - Per Hour Electrical Tradespersons - Toxic Substances - Per Hour	0.52
21		Quantities of 0.5 kg or over	0.52
22	9.4	Working in close proximity to Bricklayers and Labourers -	0.46
23	9.4.1	Brick lining stacks etc: - Per Hour At a height of 15 but not more than 30 metres For each further 15 metres increase above 30 metres	0.15 0.15
24	9.4.2	Boiler Chambers	0.32
25	9.4.3 9.5 9.5.1	Clothing allowance when working inside stacks and flues etc - Per Shift or part therefore Other Employees - Applying obnoxious substances - Per Hour	1.21
26		Preparation and/or application of epoxy based materials or like substances	0.52
27		Applying such epoxy-based substances when the air conditioning plant is not operating	0.32
28		Working in close proximity to employees so engaged	0.48
30	9.5.3 15	Spray Painting - Per Hour Tradesperson and Brush Hand painters spray painting in a booth not approved by Government Authority Shift Work Allowances for Shift Workers	0.41
31	15.1.1	Shift Workers whilst working rotating shift - Per 38 Hour Week	64.60
32	15.1.1(a)	When at least one-third of working time in the full cycle of the roster is not on day shift - Per 38 Hour Week	43.10
33	15.1.2	Rotating Shift Worker when engaged under a roster system which does not provide for at least one-third of working time in the full cycle of the roster on day shift (a) Day shift, night shift (per 38 hour week) (b) Day shift, afternoon shift (per 38 hour week) (c) Day shift, day shift, afternoon shift (per 38 hour week) (d) Day shift, day shift, night shift (per 38 hour week)	64.60 55.00 55.00 55.00
34	15.1.3	Shift Workers working shift work on shift systems as follows: (a) Night shift, afternoon shift (per 38 hour week) (b) Night shift only (per 38 hour week) (c) Afternoon shift only (per 38 hour week)	85.90 85.90 85.90
35	15.1.4	Shift Workers who work any afternoon shift or night shift other than under 15.1.1, 15.1.2 and 15.1.3 above and not paid in respect of any day shift worked - Per Shift	25.90
36	22.3.4 22.3.5(b) 22.3.6	Overtime, meal allowance - Per Meal	9.40

2. Delete Part D -Appendix - Unrestricted Classifications, and insert in lieu thereof the following:

## PART D

### APPENDIX - UNRESTRICTED CLASSIFICATIONS

A. Application

The clauses contained in this appendix apply only to those classifications listed in clause E, Rates of Pay - Unrestructured Classifications, of this appendix.

B. Leading Hands

Employees appointed by the Company as leading hands will be paid additional amounts as set out below.

Leading Hands	Rate of pay Per 38-hour week. The first pay period commencing on or after 18/3/2005 \$
Production Leading Hands	
If in charge of not more than five employees	21.10
If in charge of more than five but not more than fifteen employees	31.80
If in charge of more than fifteen	44.60
Maintenance Leading Hands	
If in charge of not less than three and not more than ten employees	29.10
If in charge of more than ten and not more than twenty employees	43.80
If in charge of more than twenty employees	55.90

C. Mixed Functions

Unless otherwise specified, the following will apply:

- C.1 Employees, who are required to do work carrying a higher rate than his or her ordinary classification for 2 hours or more on any day or shift, will be paid at the higher rate for the whole of the day or shift.
- C.2 Subject to C.1 of this clause, an employee, who on any day or shift is required to do work of a higher paid classification for at least 1 hour, will be paid the rate prescribed for such work whilst so engaged.
- C.3 Employees required to do work carrying a lower rate than his or her ordinary classification will be entitled to payment at the rate of his or her ordinary classification except:
- C.3.1 Where, because of a strike by fellow employees in the establishment in which this person is employed, work in his or her ordinary classification is not available and where the period spent on the work carrying the lower rate is at least 1 hour; and
- C.3.2 In respect of work on overtime, where the period spent on the work carrying the lower rate is at least 1 hour.
- C.3.3 This specifically excludes employees working in restructured departments within a graded ironworker structure.

## D. Tool Allowance

Tradespersons - A tradesperson will be paid an allowance as set out below per 38-hour week for supplying and maintaining tools ordinarily required in the performance of his or her work as a tradesperson. The allowance will apply for all purposes of the award.

Tool Allowance	\$
Mechanical Tradesperson	11.80
Electrical Tradesperson	11.80
Bricklayer	14.80

## E. Rates Of Pay - Unrestructured Classifications

Description	Rate of pay Per 38-hour week from the 1st pay period on or after 18/3/2005 \$
Coke Ovens Department	
By-Products	
Operator 1	625.20
Operator 2	655.40
Operator 3	676.70
Operator 4	717.40
Miscellaneous	
Cooler attendant	554.60
Greaser	582.20
Road suction sweeper operator	565.80
Refractory sprayer	547.50
Refractory sprayer (dry)	633.20
Blast Furnace Department	
Miscellaneous	
Founder	665.20
Forklift Driver	589.60
Greaser	547.50
Labourer	535.40
Sinter Plant Department	
Ore Handling	
Raw Materials Yard Attendant	554.60
Chaser 1st Grade	618.70
Sinter Station	
Sinter Station Attendant	576.70
Sinter Plant Operator - Level 1	605.80
Sinter Plant Operator - Level 2	629.50
Sinter Plant Operator - Level 3	725.10
Miscellaneous	
Front End Loader Driver	597.10
Mechanical Sweeper Operator	554.60
Greaser	565.80
Forklift Driver	582.20
Bobcat Operator	589.60
Labourer	535.40

Power Department		
No. 1 Power House		
	Control room operator	722.20
	Crane driver	593.70
	Crane driver - when installing and removing	597.10
	Boiler cleaner	539.60
	Operator 1	672.90
	Operator 2	655.40
	Operator 3	632.70
	Operator 4	621.00
	Operator 5	571.40
	Operator 6	559.00
No. 2 Blower Station		
	Operator - 1	709.30
	Operator - 2	688.30
	Operator - 3	661.10
	Operator - 4	633.20
	Operator - 5	582.20
	Operator - 6	571.40
	Water treatment plant attendant	576.70
	Crane driver	593.70
	Crane driver - when installing and removing turbine rotors	597.10
	Oil attendant	576.70
Outside Services		
	Services Operator 1	633.20
	Services Operator 2	618.70
	Services Operator 3	593.70
	Services Operator 1 in Training	625.20
Miscellaneous		
	Forklift driver	582.20
	Labourer	535.40
	Leading Power House Attendant	705.50
	Machine scarfer operator	653.20
Steelmaking		
Miscellaneous		
	Front end loader driver	589.60
	Fork lift driver	589.60
Bos Plant		
Miscellaneous		
	Pump & water treatment attendant	629.50
	Greaser	547.50
	Front end loader driver	599.50
	Forklift driver	582.20
	Mechanical sweeper operator	539.60
	Labourer	535.40
Slab Caster Department		
	Leading slab processing attendant	682.00
	Slab processing attendant	653.20
Slab Yard Operations		
	Slab yard crane driver	655.40
	Deseamer (cold steel)	576.70
	Deseamer - special class	633.20
	Fork lift driver	582.20
	Crane chaser	547.50
	Brush hand	576.70
	Labourer	535.40

Hot Strip Mill		
	Strip Mill	
	Operator 2	655.40
	Miscellaneous	
	Greaser (including crane greaser)	547.50
	15 tonne coil storage crane driver	585.70
	Machine shop crane driver	593.70
	Tally person	565.80
	Crane chaser (other)	547.50
	Live gear operator	539.60
	Labourer	535.40
	Chuck change operator	593.70
	Hot strip mill shop crane chaser	554.60
	Systems Attendant	622.00
	Relief person	597.10
	Forklift driver	582.20
	Brush Hand	576.70
Plate Mill Department		
	Plate Mill Operations	
	Operator 1	662.60
	Operator 2	625.20
	Operator 3	618.70
	Operator 4	585.70
	Operator 5	559.00
	Operator 6	539.60
	Crane driver 1	593.70
	Crane driver 2	585.70
	Forklift driver	589.60
	Water treatment plant attendant	554.60
	Relief person (continuous furnace)	544.50
	Roller operator	712.90
	Plate processing operator grade 5	765.00
	Plate processing operator grade 3	698.70
	Plate processing operator grade 2	655.40
	Plate processing operator grade 1	625.20
	Plate mill operator grade 5	765.00
	Plate mill operator grade 4	736.00
	Plate support operator	655.40
	Plate services coordinator	625.20
	Learner operator	593.70
	Warehouse	
	Warehouse despatcher	593.70
	Narrow Cold Rolled Products	
	Operator 1	669.70
	Operator 2	633.20
	Operator 3	565.80
	Miscellaneous	
	Brush Hand	576.70
Rail Transport		
	Locomotive Operations	
	Locomotive driver	681.40
	Locomotive driver - learner	635.80
	Shunter - learner	589.60
	Shunter	635.80
	Guard	644.70
	Locomotive cleaner	539.60



	Railway points person	597.10
	Point greaser	550.20
	Fuel person	547.50
Spares Operations		
	Despatch store person	589.60
	Store person	565.80
	Labourer whose work includes painting	547.50
	Other labourer	539.60
	Spares area attendant - Grade 1	629.50
	Spares area attendant - Grade 2	618.70
	Steel storage attendant	599.50
	Forklift Driver	582.20
Electrical Shop		
	Crane driver	585.70
	Mobile crane driver	593.70
	Pendant crane operator	605.80
Instrument Shop		
	Forklift Driver	582.20
Laboratories		
	Sampler	589.60
	Chemical Laboratory Store person	576.70
	Machine operator 1	596.60
	Machine operator 2	571.40
	Labourer	535.40
General Store		
	Store person - Grade 1	597.10
	Store person - Grade 2	582.20
	Store person - Grade 3	576.70
	Store person - Grade 4	565.80
	Delivery hand	547.50
	Labourer	535.40
	Forklift driver	589.60
	Brush Hand	576.70
	Chaser 1st Grade	618.70
	Chaser 2nd Grade	589.60
Electrical Trades		
The following tradesperson classifications shall only apply to employees who are classified as such as at 18 May 1987 -		
	Electrical lines person	676.10
	Electrical trades person (including tool allowance)	676.10
	Electrical trades person - grade 1(including tool allowance)	695.20
	Electrical tradesperson - grade 2(including tool allowance)	714.20
	Electrical tradesperson - grade 3(including tool allowance)	748.10
	Electrical tradesperson - grade 4(including tool allowance)	777.40
	Maintenance Tradesperson (Electrical)(including tool allowance)	699.30
	Assistant to Electrical Tradesperson	560.00
	Instrument fitter (including tool allowance)	714.20
	Instrument tradesperson - grade 1(including tool allowance)	714.20
	Instrument tradesperson - grade 2(including tool allowance)	748.10
	Instrument tradesperson - grade 3(including tool allowance)	777.40
	Electronics tradesperson - grade 2(including tool allowance)	748.10
	Electronics tradesperson - grade 3(including tool allowance)	777.40
An additional amount per week of \$28.40 shall be paid to an employee employed and working as an electrical tradesperson and possessing an Electrician's "A" Grade Licence and an amount per week of \$15.30 for an Electrician's "B" Grade Licence issued under the <i>Electricity Development Act 1945 - 1965</i> .		

<b>Building Trades</b>		
	Bricklayer (including tool allowance)	674.10
	Bricklayer when engaged on refractory work (including tool allowance)	694.70
	Brush hand required to hold scaffolders certificate	582.20
	Brush hand (other than labourer next provided for)	576.70
	Labourer touching up brickwork and floors and foundations of engines and machinery and standards near the ground	535.40
	Chaser 1st Grade	618.70
	Chaser 2nd Grade	589.60
	Labourer Assisting Building Trades Tradesperson	547.50
<b>Miscellaneous</b>		
	Rope inspector	647.40
	Bricklayer's labourer engaged on stacking in a compound area or working at brick storage areas	547.50
	Bricklayer's labourer - Coke Ovens Department	618.70
	Bricklayer's labourer (other)	593.70
	<b>Gear chaser:</b>	
	First grade	618.70
	Second grade	589.60
<b>Engineering</b>		
	Fitter	658.40
	Fitter - turbine blade	665.00
	Marker off (i.e. a fitter the greater part of whose time in any one weekly pay period is occupied marking off)	668.00
	Turner	658.40
	Inspector	690.20
	Boilermaker and/ or structural steel tradesperson	658.40
	Marker-off (i.e. a tradesperson the greater part of whose time in any one weekly pay period is occupied in marking off and/or template making)	668.00
	Welder - special class (as defined)	668.00
	Welder - 1st class (as defined)	658.40
	NC Programmer	690.20
	CNC Grinder Operator	699.10
	CNC Programmer/Operator	690.20
	Maintenance Tradesperson (Mechanical/Fabrication)	682.10

3. This variation shall take effect from the first full pay period to commence on or after 8 July 2005.

J. P. GRAYSON *D.P.*

Printed by the authority of the Industrial Registrar.

**BORAL EMU PLAINS QUARRY (STATE) AWARD**

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Boral Construction Materials Group Limited.

(No. IRC 2968 of 2005)

Before Commissioner O'Neill

14 July 2005

**VARIATION**

1. Delete the Index of the award published 15 July 2005 (352 I.G. 386), and insert in lieu thereof the following:

## INDEX

## PART A

1. New Award
  - 1.1 Preamble
  - 1.2 Commitment
2. Dictionary
  - 2.1 Definitions
3. Parties And Application
  - 3.1 Application
  - 3.2 Replacement
  - 3.3 Supercession
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#### PART B

- Table 1A - Rates Of Pay (No Wages Sacrifice)
- Table 1B - Rates Of Pay (With Wages Sacrifice)
- Table 2 - Other Rates And Allowances

- Schedule A
- Schedule B
- Schedule C
- Schedule D
- Schedule E
- Schedule F
- Schedule G
- Schedule H
- Schedule I
- Schedule J

#### PART A

- 2. Delete subclause 8.3, of clause 8, Classifications, and insert in lieu thereof the following:

##### 8.3 Rates of Pay

- (a) The weekly ordinary time rate of pay to be paid to you (for the appropriate level arising from clause 8.1) if you have not made a wages sacrifice election in accordance with clause 46, is as set out in Table 1A of this award.
- (b) The weekly ordinary time rate of pay to be paid to you (for the appropriate level arising from clause 8.1) if you have made a wages sacrifice election in accordance with clause 46, is as set out in Table 1B of this award except when:

- (i) overtime is worked in which case the relevant weekly ordinary time rate of pay in Table 1A shall apply for the purposes of calculating the payment for overtime;
- (ii) calculating allowances arising from clause 18, in which case the relevant weekly ordinary time rate of pay in Table 1A shall apply for the purposes of calculating the said allowances;
- (iii) calculating annual leave loading, in which case the relevant weekly ordinary time rate of pay in Table 1A shall apply for the purposes of calculating the said allowances; and
- (iv) calculation payments upon termination of employment (pay in lieu of notice, accrued annual and long service leave entitlements and redundancy pay) in which case the relevant weekly ordinary time rate of pay in Table 1A shall apply for the purposes of calculating the payment those payment upon termination.

3. Insert after clause 45, Superannuation Benefits, the following new clause 46:

**46. 'Wages Sacrifice' in Return for Increased Employer Funded Superannuation**

46.1 Preamble

- (a) This clause has been included in this award because it allows permanent employee to elect to forgo:
  - (i) part of their weekly ordinary time rate of pay; and/or
  - (ii) their annual cash bonus,for increased employer funded superannuation benefits on the basis that this is tax beneficial for the employee and at only minimal additional (administrative) cost to Boral.
- (b) The parties acknowledge that if a permanent employee makes this election their weekly ordinary time rate of pay will be reduced (because Boral will be funding more superannuation for them) except when calculating overtime, shift penalties or payments made on termination (pay in lieu of notice, accrued annual and long service leave entitlements and redundancy pay).

46.2 Wages Sacrifice Election

A permanent employee may elect to forgo receiving:

- (a) part of their weekly ordinary time rate of pay; and/or
- (b) their annual cash bonus,

in return for increased employer funded superannuation by completing the election form set out in Schedule "J" of this award.

46.3 Boral to Fund Increased Superannuation

Whenever a permanent employee has made an election referred to in clause 46.2 Boral shall provide the employee with employer funded superannuation contributions in the amount elected in addition to any statutory contributions.

46.4 Change or Ceasing Elected Amount

Having made an election in accordance with this clause an employee may cease or vary their election by completing a further election form as set out in Schedule "J" of this award to have effect on and only on 1 January or 1 July each year.

## 46.5 Cessation &amp; Suspension of Wages Sacrifice Election

Despite anything else in this clause:

- (a) should any laws governing taxation or superannuation change at any time so as to impose any additional cost or tax upon Boral than those applicable at the commencement of the operation of this clause then Boral may serve a notice upon each employee of their intention to cease the wages sacrifice for them and upon the first full pay period to commence on or after the service of the notice the wages sacrifice election shall cease to operate; and
- (b) if an employee has made a wages sacrifice election in accordance with this clause in relation to their ordinary time rate of pay and then enters a period of leave without pay the wages sacrifice election in relation to their ordinary time rate of pay shall be suspended for the period of such leave.

## 46.6 Workers Compensation

During any period when an employee is injured or incapacitated and in receipt of workers' compensation payments, Boral will continue to provide the employee with employer funded superannuation contributions in the amount elected in addition to any statutory contributions while the employee is still employed by Boral, up to a maximum of 26 weeks within any continuous period of 52 weeks from the date of the employee's injury or incapacitation.

## 46.7 Age Based Contribution Limit

Despite anything else in this clause an employee must not make a sacrifice selection of a percentage that when added to the minimum Superannuation Guarantee Contribution exceeds the age-based contribution limit provided for by sections 82AAC to 82AAF of the *Income Tax Assessment Act 1946* (Cth).

4. Delete - Table 1 - Rates of Pay, of Part B, and insert in lieu thereof the following:

**Table 1A - Rates Of Pay (No Wages Sacrifice)**

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

Classification	Weekly Ordinary Time Rate of Pay \$
Level 1 Operator	654.47
Level 2 Operator	759.19
Level 3 Operator	772.30
Level 4 Operator	785.38
Level 5 Operator	798.46
Level 6 Operator	811.56
Level 7 Operator	824.65
Level 8 Operator	838.87

Notation:

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



The rates in Table 1A also compensate for working in confined spaces.

**Table 1B - Rates Of Pay (With Wages Sacrifice)**

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

Level	1% Election \$	3% Election \$	5% Election \$	7% Election \$	10% Election \$	15% Election \$	20% Election \$
1	647.93	634.84	621.75	608.66	589.02	556.30	523.58
2	751.60	736.41	721.23	706.05	683.27	645.31	607.35
3	764.58	749.13	733.69	718.24	695.07	656.46	617.84
4	777.53	761.82	746.11	730.40	706.84	667.57	628.30
5	790.48	774.51	758.54	742.57	718.61	678.69	638.77
6	803.44	787.21	770.98	754.75	730.40	689.83	649.25
7	816.40	799.91	783.42	766.92	742.19	700.95	659.72
8	830.48	813.70	796.93	780.15	754.98	713.04	671.10

Notation:

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

The rates in Table 1B also compensate for working in confined spaces.

5. Insert after Schedule I - Assessment & Reclassification Request Form, the following new Schedule J:

## SCHEDULE J

### WAGES SACRIFICE' ELECTION FORM

Pursuant to clause 46 of the Boral Emu Plains Quarry (State) Award an employee may elect to forgo part of their weekly ordinary time rate of pay and/or annual cash bonus in return for increased employer funded superannuation.

#### Sacrifice of Ordinary Time Rate of Pay Election

If you make this election your weekly ordinary time rate of pay of pay will be reduced (because Boral will be funding more superannuation for you) which will effect how you are paid for such things as annual leave etc. This will not be the case when working overtime when you will receive the weekly ordinary time rate of pay applicable to you before you made your election. The tables below set out the effect of making an election on your weekly ordinary time rate of pay and the additional superannuation you will receive.

Operative from the first full pay period to commence on or after commencement of award:

#### Post Election Ordinary Time Rate of Pay

Level	No Election \$	1% Election \$	3% Election \$	5% Election \$	7% Election \$	10% Election \$	15% Election \$	20% Election \$
1	654.47	647.93	634.84	621.75	608.66	589.02	556.30	523.58
2	759.19	751.60	736.41	721.23	706.05	683.27	645.31	607.35

3	772.3	764.58	749.13	733.69	718.24	695.07	656.46	617.84
4	785.38	777.53	761.82	746.11	730.40	706.84	667.57	628.30
5	798.46	790.48	774.51	758.54	742.57	718.61	678.69	638.77
6	811.56	803.44	787.21	770.98	754.75	730.40	689.83	649.25
7	824.65	816.40	799.91	783.42	766.92	742.19	700.95	659.72
8	838.87	830.48	813.70	796.93	780.15	754.98	713.04	671.10

## Additional Employer Funded Superannuation

Level	No Election \$	1% Election \$	3% Election \$	5% Election \$	7% Election \$	10% Election \$	15% Election \$	20% Election \$
1	0.00	6.54	19.63	32.72	45.81	65.45	98.17	130.89
2	0.00	7.59	22.78	37.96	53.14	75.92	113.88	151.84
3	0.00	7.72	23.17	38.62	54.06	77.23	115.85	154.46
4	0.00	7.85	23.56	39.27	54.98	78.54	117.81	157.08
5	0.00	7.98	23.95	39.92	55.89	79.85	119.77	159.69
6	0.00	8.12	24.35	40.58	56.81	81.16	121.73	162.31
7	0.00	8.25	24.74	41.23	57.73	82.47	123.70	164.93
8	0.00	8.39	25.17	41.94	58.72	83.89	125.83	167.77

Having taken my own independent financial and taxation advice on the matter, I [insert employee name] classified on Level [insert level] elect in accordance with clause 46 of the Boral Emu Plains Quarry (State) Award to forgo:

1%;

3%;

5%;

7%;

10%;

15%; or

20% [circle percentage elected],

of my weekly ordinary time rate of pay in return for increased employer funded superannuation contributions equal to this amount.

Having made this election, the employee's new ordinary time rate of pay will be (circle correct amount):

Level	1% Election \$	3% Election \$	5% Election \$	7% Election \$	10% Election \$	15% Election \$	20% Election \$
1	647.93	634.84	621.75	608.66	589.02	556.30	523.58
2	751.60	736.41	721.23	706.05	683.27	645.31	607.35
3	764.58	749.13	733.69	718.24	695.07	656.46	617.84
4	777.53	761.82	746.11	730.40	706.84	667.57	628.30
5	790.48	774.51	758.54	742.57	718.61	678.69	638.77
6	803.44	787.21	770.98	754.75	730.40	689.83	649.25
7	816.40	799.91	783.42	766.92	742.19	700.95	659.72
8	830.48	813.70	796.93	780.15	754.98	713.04	671.10

Sacrifice of Annual Cash Bonus Election

Having taken my own independent financial and taxation advice on the matter, I [inset employee name] classified on Level [insert level] elect in accordance with clause 46 of the Boral Emu Plans Quarry (State) Award to forgo any annual cash bonus falling due after this selection in return for increased employer funded superannuation contributions equal to this amount.

[Cross out Sacrifice of Annual Cash Bonus Election if Bonus is not being sacrificed]

In making this election, the elected percentage when added to the minimum Superannuation Guarantee Contribution does not exceed the age-based contribution limit provided for by sections 82AAC to 82AAF of the *Income Tax Assessment Act 1946* (Cth).

Notation:

For the 2004/2005 tax year these were:

Under 35 Years of age	35 to 49 Years of age	Over 50 Years of age
13,934	38,702	95,980

Signed by [insert employee name]:

Confirmed by Boral [insert name]:

Date:

8. This variation shall take effect on and from 10 June 2005.

B. W. O'NEILL, Commissioner.

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(1744)

**SERIAL C3692**

**BLUESCOPE STEEL (AIS) PTY LTD - PORT KEMBLA STEEL  
WORKS EMPLOYEES AWARD 2004**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Notification under section 130 by The Australian Workers' Union, New South Wales, of a dispute with Bluescope Steel (AIS) Pty Ltd.

(No. IRC 2055 and 2175 of 2005)

Before Commissioner Connor

8 April 2005

**VARIATION**

1. Delete subclause 46.5, of clause 46, Blast Furnace Team Work Redesign Agreement, of the award published 11 March 2005 (349 I.G. 109), and insert in lieu thereof the following:

46.5 Team Structure - The structure for the shift teams is as follows:

One Operations Engineer.

One Process Controller.

One Systems Controller.

One Electrical Tradesperson.

One Mechanical Tradesperson.

An appropriate number of Process Operators.

In addition, each blast furnace has one additional mechanical tradesperson and one additional electrical tradesperson for annual leave relief.

Procedures which ensure maintenance of this team structure will be implemented. These will involve having trained employees available to promptly fill vacancies caused by resignations, absences due to work injuries and, in some instances, long-term absences.

2. This variation shall take effect from the first full pay period to commence on or after 8 April 2005.

P. J. CONNOR, Commissioner.

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(1769)

**SERIAL C3787****PRIVATE HOSPITAL (NAMED RESPONDENTS) (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union, industrial organisation of employees.

(No. IRC 2798 of 2005)

Before The Honourable Justice Boland

8 June 2005

**VARIATION**

1. Delete the definition of "Medical Records Administrator/Clinical Coders" appearing in clause 4, Definitions, of the award published 29 April 2005 (350 I.G. 732), and insert in lieu thereof the following:

"Medical Records Administrator/Clinical Coders" means - a person employed in the industry of record librarianship or clinical coding in a hospital who has qualifications acceptable to the Health Information Management Association of Australia or such other qualifications deemed to be equivalent by the employer.

2. Delete subparagraphs C (v) and (vi), of subclause 2, Scientific Officers of clause 5, Grading Structures, and insert in lieu thereof the following new paragraphs:

(v) Fellow of the Institute of Physics - 6th year of scale.

(vi) Fellow of the Australian Institute of Physics - 6th year of scale.

3. Insert at the end of Table 1, Rates of Pay, of Part B, Monetary Rates, the following:

Classification	Current Wage Rate \$/week	Wage Rate at 1.10.2004 \$/week	Wage Rate at 1.9.2005 \$/week	Wage Rate at 1.9.2006 \$/week
<b>Medical Records Administrator/Clinical Coders</b>				
1st year of service	597.20	645.00	696.60	752.30
2nd year of service	607.40	656.00	708.50	765.20
3rd year of service	617.80	667.20	720.60	778.20
4th year of service	627.80	678.00	732.20	790.80
5th year of service	639.10	690.20	745.40	805.00
6th year of service	652.50	704.70	761.10	822.00
7th year of service	665.70	719.00	776.50	838.60
8th year of service	695.20	750.80	810.90	875.80

4. This variation shall take effect from the first full pay period to commence on or after 8 June 2005.

R. P. BOLAND J.

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(549)

**SERIAL C3762****PRIVATE HOSPITAL INDUSTRY NURSES' (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Nurses' Association, industrial organisation of employees.

(No. IRC 2318 of 2005)

Before The Honourable Justice Boland

16 May 2005

**VARIATION**

1. Delete subclause (iii) of clause 2, Definitions, of the award published 24 August 2001 (327 I.G. 1) and insert the following:
  - (iii) "Board" means - the Nurses and Midwives Board NSW.
2. Delete Part B Monetary Rates and insert in lieu the following:

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

Classification	Payment from the first pay period on or after 16 May 2005 Per Week \$
Assistant in Nursing/Trainee	
Enrolled Nurse -	
Under 18 years of age -	
First year of experience	466.00
Second year of experience	486.50
Thereafter	506.00
18 years of age and over -	
First year of experience	549.70
Second year of experience	567.20
Third year of experience	585.00
Thereafter	603.30
Enrolled Nurse -	
First year of experience	674.60
Second year of experience	689.40
Third year of experience	704.30
Fourth year of experience	719.20
Thereafter	734.20
Nurse undergoing pre-registration training	659.50
Registered Nurse -	
First year of experience	764.90
Second year of experience	806.60
Third year of experience	848.20
Fourth year of experience	892.80
Fifth year of service	937.00
Sixth year of service	981.40
Seventh year of service	1031.70
Eighth year of service	1074.20

Clinical Nurse Specialist	1118.00
Clinical Nurse Educator	1118.00
Nurse Educator - First year	1240.20
Second year	1275.10
Third year	1306.40
Fourth year	1374.60
Clinical Nurse Consultant	1374.60
Nurse Unit Manager - Level I	1347.50
Level II	1411.50
Level III	1449.40
Senior Nurse Educator - First year	1407.80
Second year	1436.70
Third year	1484.80
Assistant Director of Nursing - 100 beds & over	1449.40
Deputy Director of Nursing - Less than 100 beds	1411.50
100 beds, less than 200 beds	1449.40
200 beds, less than 250 beds	1484.80
250 beds, less than 350 beds	1540.30
350 beds, less than 450 beds	1595.50
450 beds, less than 750 beds	1654.40
750 beds and over	1718.70
Director of Nursing or Subsidiary Hospital Director of Nursing - Less than 25 beds	1454.70
25 beds, less than 50 beds	1540.20
50 beds, less than 75 beds	1573.60
75 beds, less than 100 beds	1606.30
100 beds, less than 150 beds	1652.50
150 beds, less than 200 beds	1707.50
200 beds, less than 250 beds	1763.00
250 beds, less than 350 beds	1829.40
350 beds, less than 450 beds	1939.60
450 beds, less than 750 beds	2052.10
750 beds and over	2180.80

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	\$
1	12(i)(a)	In charge of hospital	18.69 per shift
2	12(i)(b)	In charge of ward/unit in absence of NUM	18.69 per shift
3	12(ii)(a)	On call	16.80 per 24 hrs or part thereof
4	12(ii)(b)	On call on rostered days off	33.18 per 24 hrs or part thereof
5	12(ii)(c)	On call during meal break	9.42 per break
6	12(iii)(a)	Radiographic allowance DON	26.68 per week
7	12(iii)(c)	Radiographic allowance in absence of DON	5.44 per day
8	12(iii)(c)	Radiographic allowance maximum	26.68 per week
9	12(iv)	Lead apron allowance	1.32 per hr or part
10	12(v)(a)	In charge of ward/unit and hospital	28.01 per shift
11	16(iii)(a)	Uniforms	5.31 per week
12	16(iii)(a)	Shoes	1.64 per week
13	16(iii)(b)	Stockings	2.75 per week
14	16(iii)(c)	Cardigan or jacket	1.60 per week

15	16(iii)(d)	Laundry	4.42 per week
16	16(iii)(f)	Socks	0.54 per week
17	18(ix)	Meal on overtime	14.50 per meal
18	29(a)(iii)	Breakfast	2.96per meal
19	29(a)(iii)	Other meals	5.37per meal

3. This variation shall take effect from 16 May 2005 and shall remain in force for a period of six months.

R. P. BOLAND *J.*

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**ORTHOPTISTS IN PRIVATE PRACTICE (STATE) AWARD 2000**

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union, industrial organisation of employees.

(No. IRC 2797 of 2005)

Before The Honourable Justice Boland

8 June 2005

**VARIATION**

1. Insert in numerical order in clause 3, Arrangement, of the award published 1 June 2001 (325 IG 157), the following new clause number and subject matter:

34. Vaccinations

2. Delete the definition of "Orthoptist-Grade 2" appearing in clause 4, Definitions, and insert in lieu thereof the following:

Orthoptists - Grade 2"

An Orthoptist appointed this Grade generally undertakes the duties of an Orthoptist - Grade 1, but with additional responsibilities which may include :

Evidence of attending continuing education activities on an annual basis,

Have Accreditation with the Australian Orthoptic Board

Demonstrate to the employer the ability to independently (after a qualifying period) operate all ophthalmic equipment necessary to fulfill the requirements as an Orthoptist and be competent at all ophthalmic duties required in the practice,

Show interest in developing knowledge with new equipment,

Able to perform instructional duties to new orthoptic employees,

To be in charge of and be involved in the training of other/new Orthoptist employed in the practice,

Supervision of students from an Orthoptic Training School.

Obtaining extra study.

Eg: employed on work which requires special knowledge and depth of experience.

A person appointed to this level will be an experienced employee who would be required to work under only general directions from his or her supervisor and be capable of performing the more complex and difficult techniques and procedures."

3. Insert after subclause (iii) of clause 5, Area, Incidence and Duration, the following new subclauses:
  - (iv) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of NSW on 28 April 1999 (310 I.G. 359) and take effect on 12 December 2003.

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

4. Delete clause 7, Wages, and insert in lieu thereof the following:

### 7. Wages

- (i) Wages

This Award permits for the progressive recognition of professional rates for Orthoptists through adoption of the transitional arrangements detailed hereunder.

Classification	Rate from 1.7.2004 4% \$	Rate from 1.7.2005 4% \$	Rate from 1.7.2006 4% \$	Rate from 1.7.2007 4% \$
Orthoptists Grade 1				
1 <sup>st</sup> year of service	761.00	791.40	823.10	856.00
2 <sup>nd</sup> year of service	784.60	816.00	848.60	882.50
3 <sup>rd</sup> year of service	827.40	860.50	894.90	930.70
4 <sup>th</sup> year of service	870.70	905.50	941.70	979.40
5 <sup>th</sup> year of service	916.00	952.60	990.70	1,030.30
6 <sup>th</sup> year of service	960.90	999.30	1,039.30	1,080.90
7 <sup>th</sup> year of service	1,006.70	1,047.00	1,088.90	1,132.50
Grade 2	1,058.40	1,100.70	1,144.70	1,190.50

Provided that:

- (a) An employee who holds or is qualified to hold the degree of Bachelor of Applied Science (Orthoptics) shall be entitled to be classified as a Grade 1, 2nd year of experience after qualification.
- (b) An employee who holds or is qualified to hold the degree of Master of Applied Science (Orthoptics) shall be entitled to be classified as a Grade 1, 3rd year of experience after qualification.
- (c) An employee who holds or is qualified to hold the degree of Doctor of Philosophy shall be entitled to be classified as a Grade 1, 4th year of experience after qualification.
- (ii) In-Charge Allowance - An employee who is required to supervise at least two other permanent staff members covered by this Award and employed at a practice shall be paid at Orthoptist-Grade 2 status. Where an employee required to supervise other staff is already recipient of the rate applying to an Orthoptist Grade 2 will, in addition to his/her rate, receive an additional weekly allowance of 10 per cent of the weekly wage of a Orthoptist-Grade 2.
- (iii) Acting or Higher Grade Duties - Where an employee relieves a person in a higher paid classification or acts in such classification, the employee shall be paid the higher rate of pay for the time so spent relieving in the higher position.
5. Delete subclause (i) of clause 20, Sick Leave, and insert in lieu thereof the following:
- (i) If after three months continuous service with the employer an employee is unable to attend for duty by reason of personal illness or incapacity (not where entitled to payment under the *Injury Management and Workers Compensation Act 1998* or other relevant Act) the employee will be paid for such non attendance for up to eight (8) days in the first year of service and ten days per annum in each subsequent year.

Provided that such illness is certified by a registered medical practitioner and such certificate is tendered to the employer within 48 hours of the commencement of such absence.

6. Insert after clause 33, Reasonable Hours, the following new clause:

**34. Vaccinations**

The employer may request that the Orthoptists maintains relevant vaccinations to protect themselves from work related viruses. Where the employer requests or agrees to vaccinations, the employer shall reimburse the employee for the costs associated with the vaccination and consultation. Alternatively, the employer may make arrangements to provide vaccinations through the practice.

7. This variation shall take effect from the first full pay period to commence on or after 8 June 2005.

R. P. BOLAND *J.*

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(1562)

**SERIAL C3789**

## **BORAL PROSPECT QUARRY (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Boral Construction Materials Group Limited.

(No. IRC 2272 of 2005)

Before Commissioner McLeay

30 May 2005

### **VARIATION**

1. Delete subclause (8), of clause 3.5, of Part 3, Classifications, Wages And Allowances, Etc., of the award published 23 April 2004 (344 I.G. 160), and insert in lieu thereof the following:
  - (8) Where public transport is not available at a suitable time, employees shall be paid an allowance as set out in Item 12 of Table 2 per day in recognition of the necessity of making their own transport arrangements, provided that the above allowance shall be payable to employees to commence prior to 6:30 a.m. or finish subsequent to 7.00pm.
2. Delete the amount of "5.30 per day" appearing in Item 12 of Table 2 - Other Rates and Allowances of Part B, Monetary Rates, and insert in lieu thereof the following:

6.68 per day
3. This variation shall take effect from the first full pay period to commence on or after 30 May 2005.

J. McLEAY, Commissioner.

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(1685)

**SERIAL C3851****UNIVERSITY UNIONS (STATE) AWARD**

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1921 of 2005 )

Before The Honourable Justice Schmidt

10 June 2005

**VARIATION**

1. Delete clause 29, Redundancy, of the award published 22 August 2003 (341 I.G. 100), and insert in lieu thereof the following:

**29. Redundancy and Technological Change**

## 29.1 Application

- 29.1.1 This clause shall apply in respect to full time and part time persons employed in the classifications specified by Clause 3, Classification Structure.
- 29.1.2 In respect to employers who employ 15 or more employees immediately prior to the termination of employment of employees, in the terms of Clause 29.5.
- 29.1.3 Notwithstanding anything contained elsewhere in this clause, this clause shall not apply to employees with less than one year's continuous service and the general obligation on employers shall be no more than to give such employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.
- 29.1.4 Notwithstanding anything contained elsewhere in this clause, this clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specified task or tasks, or where employment is terminated due to the ordinary and customary turnover of labour.

## 29.2. Introduction Of Change - Employer's Duty To Notify

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

Provided that where this award makes provision for alteration, it shall be deemed not to have significant effect.

## 29.3 Employer's Duty To Discuss Change

- 29.3.1 The employer shall discuss with the employees affected and the Union to which they belong, inter alia, the introduction of the changes referred to in subclause 29.1 above, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the Union in relation to the changes.
- 29.3.2 The discussions shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in subclause 29.1 of this Clause.
- 29.3.3 For the purpose of such discussions, the employer shall provide to the employees concerned and the Union to which they belong all relevant information about the changes, including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees, provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

## 29.4 Redundancy - Discussions Before Terminations

- 29.4.1 Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing to be done by anyone pursuant to subclause 29.1.1, and that decision may lead to the termination of employment, the employer shall hold discussions with the employees directly affected and with the Union to which they belong.
- 29.4.2 The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provision of subclause 29.4.1 and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination on the employees concerned.
- 29.4.3 For the purpose of the discussion the employer shall, as soon as practicable, provide to the employees concerned and the Union to which they belong all relevant information about the proposed terminations, including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of employees normally employed and the period over which the terminations are likely to be carried out. Provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

## 29.5 Termination Of Employment - Notice For Changes In Production, Programme, Organisation Or Structure

This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from production, program, organisation or structure, in accordance with subclause 29.1.1.

- 29.5.1 In order to terminate the employment of an employee, the employer shall give to the employee the following notice:

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

- 29.5.2 In addition to the notice above, employees over 45 years of age at the time of the giving of the notice, with not less than two years' continuous service, shall be entitled to an additional week's notice.

- 29.5.3 Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

#### 29.6 Notice For Technological Change

This subclause sets out the notice provisions to be applied to termination by the employer for reasons arising from technology in accordance with subclause 29.1.1 of this award:

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

#### 29.7 Time Off During The Notice Period

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

#### 29.8 Employee Leaving During The Notice Period

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

#### 29.9 Statement Of Employment

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

#### 29.10 Notice To Centrelink

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

#### 29.11 Centrelink Employment Separation Certificate

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

## 29.12 Transfer To Lower-Paid Duties

Where an employee is transferred to lower-paid duties for reasons set out in subclause 29.1, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated, and the employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary-time rate of pay and the new ordinary-time rates for the number of weeks of notice still owing.

## 29.13 Severance Pay

29.13.1 Where an employee is to be terminated pursuant to subclause 29.5, subject to further order of the Industrial Relations Commission of New South Wales, the employer shall pay the employee the following severance pay in respect of a continuous period of service.

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

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

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

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

29.13.3 "Week's pay" means the all-purpose rate for the employee concerned at the date of termination and shall include, in addition to the ordinary rate of pay, over award payments, shift penalties and allowances paid pursuant to this award.

## 29.14 Incapacity To Pay

Subject to an application by the employer and further order of the Industrial Relations Commission of New South Wales, an employer may pay a lesser amount (or no amount) of severance pay than that contained in subclause 29.13 above.

The Commission shall have regard to such financial and other resources of the employer concerned as the Commission thinks relevant, and the probable effect of paying the amount of severance pay in subclause 29.13 of this Clause will have on the employer.

## 29.15 Alternative Employment

Subject to an application by the employer and further order of the Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in subclause 29.13 above if the employer obtains acceptable alternative employment for an employee.



3. This variation shall commence from the first full pay period on or after 10 June 2005.

M. SCHMIDT *J.*

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(140)

**SERIAL C3972****CLUB EMPLOYEES (STATE) AWARD**

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 3613 of 2005)

Before Commissioner Cambridge

22 August 2005

**VARIATION**

1. Delete Table 3 - Industry/Skill Level A and Table 4 - Industry/Skill Level B of Part J Monetary Rates, of the award published 26 November 2004 (347 I.G. 431), and insert in lieu thereof the following:

**Table 3 - Industry/Skill****Level A:**

On and from 1 October 2005

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at industry/skill level A:

School Leaver	Highest Year of Schooling Completed		
	Year 10 \$	Year 11 \$	Year 12 \$
	173.00 (50%)	216.00 (33%)	
	202.00 (33%)	243.00 (25%)	293.00
plus one year out of school	243.00	293.00	340.00
plus 2 years	293.00	340.00	396.00
plus 3 years	340.00	396.00	453.00
plus 4 years	396.00	453.00	
plus 5 years or more	453.00		

\*Figures in brackets indicate the average proportion of time spent in approved training to which the associated wage rate is applicable. Where not specifically indicated, the average proportion of time spent in structured training which has been taken into account in setting the rates is 20 per cent.

**Table 4 - Industry/Skill****Level B**

On and from 1 October 2005

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at industry/skill level B:

School Leaver	Highest Year Of Schooling Completed		
	Year 10 \$	Year 11 \$	Year 12 \$
	173.00 (50%)	216.00 (33%)	
	202.00 (33%)	243.00 (25%)	283.00
plus one year out of school	243.00	283.00	325.00
plus 2 years	283.00	325.00	382.00
plus 3 years	325.00	382.00	435.00
plus 4 years	382.00	435.00	
plus 5 years or more	435.00		

\*Figures in brackets indicate the average proportion of time spent in approved training to which the associated wage rate is applicable. Where not specifically indicated, the average proportion of time spent in structured training which has been taken into account in setting the rates is 20 per cent.

2. This variation shall take effect from the first full pay period to commence on and from 1 October 2005.

I. W. CAMBRIDGE, Commissioner.

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(264)

**SERIAL C3939**

**CROWN EMPLOYEES (TEACHERS IN SCHOOLS AND TAFE AND  
RELATED EMPLOYEES) SALARIES AND CONDITIONS AWARD  
2004**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Department of Education and Training and TAFE Commission.

(No. IRC 3941 of 2005)

Before The Honourable Justice Schmidt

4 August 2005

**VARIATION**

1. Delete Schedule 11 - Salary Scales - Promotion Classifications in TAFE, of the award published 15 July 2005 (352 I.G. 465), and insert in lieu thereof the following:

**SCHEDULE 11**

**Salary Scales - Promotion Classifications in TAFE**

Classification	Salary from the first pay period to commence on or after 1.1.2004	Salary from the first pay period to commence on or after 1.7.2004	Salary from 5.11.2004	Salary from the first pay period to commence on or after 1.1.2005
	(\$) per annum			
Increase	5.5%	3%	1.5%	3.5% +1.5%
Cluster Manager and Manager, Education and Training Resource Centre	97,617	100,546	102,054	107,210
Principal Education Officer, Program Manager and Curriculum Manager	90,956	93,685	95,090	99,894
Quality Assurance Coordinator	85,702	88,273	89,597	94,124
Chief Education Officer	81,183	83,618	84,872	89,161
Senior Education Officer				
Step 2	74,645	76,884	78,037	81,980
Step 1	72,842	75,027	76,152	79,999

Classification	Salary from the first pay period to commence on or after 1.1.2004	Salary from the first pay period to commence on or after 1.7.2004	Salary from 27.8.04	Salary from the first pay period to commence on or after 1.1.2005
	(\$) per annum			
Increase	5.5%	3%	1.5%	3.5% +1.5%
Senior Counsellor				
Step 2	74,645	76,884	78,037	81,980
Step 1	72,842	75,027	76,152	79,999

Senior Head Teacher in TAFE (old classification)				
Step 2	74,645	76,884	78,037	81,980
Step 1	72,842	75,027	76,152	79,999
Head Teacher in TAFE				
Band 2	72,842	75,027	76,152	79,999
Band 1	67,041	69,052	70,088	73,629
Head Teacher in TAFE (old classification)				
Step 2	69,785	71,879	72,957	76,643
Step 1	67,041	69,052	70,088	73,629
Special Program Coordinator				
Step 2	69,785	71,879	72,957	76,643
Step 1	67,041	69,052	70,088	73,629

2. This variation shall take effect on and from the first pay period to commence on or after 1 January 2005.

M. SCHMIDT J.

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**CROWN EMPLOYEES (ROADS AND TRAFFIC AUTHORITY OF  
NEW SOUTH WALES - WAGES STAFF) AWARD 2002**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Roads and Traffic Authority of New South Wales.

(No. IRC 3165 of 2005)

Before The Honourable Justice Marks

30 June 2005

**VARIATION**

1. Insert after paragraph 4.2.6, of clause 4, Terms of Employment, of the award published 19 July 2002 (335 I.G. 266), the following new paragraph:

4.2.7 Averaged work pattern

- (a) If you are a continuous shift worker, your ordinary working hours are 38 per week which may be averaged over one or more normal work cycles depending on rostering arrangements.
- (b) Your accrued days off will be taken according to the agreed roster.

2. Delete subparagraph 4.3.1(a), of the said clause 4, and insert in lieu thereof the following:

- (a) This clause outlines the conditions for shift work and applies to all staff except:

Traffic signals non-trade staff

General service officers

Traffic Emergency Patrollers

Tow Truck Staff

The conditions for shift work applicable to these staff are referred to elsewhere.

3. Insert after paragraph 4.3.4, of the said clause 4, the following new paragraph:

4.3.5 Tow Truck Staff

- (a) If you are a Tow Truck Driver or Tow Truck Attendant you are engaged on a 24 hour, 7 day, rotating roster.
- (b) Tow Truck Staff shall not be required to work more than 6 consecutive days during the roster cycle.

The working hours and shift allowances for Tow Truck Staff are as follows:

Early morning shift - shifts commencing at or after 4.00am

ordinary rate of pay plus 12½% shift allowance

Day shift - shifts commencing at or after 6.00am

ordinary rate of pay

Afternoon shift - shifts commencing at or after 12 noon

ordinary rate of pay plus 15% shift allowance

Night shift - shifts commencing at or after 6.00pm

ordinary rate of pay plus 20% shift allowance

- (c) Payment for all ordinary time worked on a Saturday shall be at the rate of time and one half of the ordinary rate of pay.
- (d) Payment for all time worked on a Sunday shall be at the rate of double the ordinary rate of pay.
- (e) Payment for all ordinary time worked on a public holiday shall be at the rate of double and one-half of the ordinary rate of pay.
- (f) You shall observe a 30-minute meal or crib break taken when convenient to the operations and generally not more than five hours from the commencement of the shift. The 30-minute meal or crib break shall be counted as time worked.
- (g) Shift rosters shall operate in the following manner:  
  - you shall be rostered to work shifts as required by the RTA.
  - notice shall be given of shifts to be worked at least 7 days in advance.
  - where notice is given of a change in shift with less than 7 days notice, any shift so worked shall be paid at the rate of the previously rostered shift, provided it is greater.
- (h) If you are rostered on a relief line and your shifts, as notified in (g) above, are changed with less than 7 days notice you will be paid at the rate of the previously rostered shift providing that it is greater.
- (i) Where you are directed to work at an alternate location, you will be paid the appropriate fares to the new destination in accordance with the provision outlined in Clause 7, Travel/ Accommodation.
- (j) Where you are required to change shift and/or location with less than 48 hours notice, you will be paid an additional 3 hours at the unloaded rate of pay, in addition to the provisions outlined in (i) above, in recognition of any inconvenience caused by the alteration to the shift pattern.
- (k) If you are rostered to work on a Public Holiday you will receive a day in lieu. This does not apply where you are rostered on a special or spare shift and are required to work on a Public Holiday. In this case the Public Holiday loading will be paid.

4. Delete paragraph 5.4.1 (n), of clause 5, Payments, and insert in lieu thereof the following:

- (n) Continuous shift workers who work in excess of shift hours (other than public holidays) will be paid double time. All overtime in excess of shift hours on a public holiday will be paid at double time and one half. All overtime payments will be calculated using the ordinary wage rate.

5. Delete Paypoints 8, 9, 11 and 12, of Table 1, Rates of Pay - Non Trades, of Part B Monetary Rates, and insert in lieu thereof the following:

8	Team Leader Grade 1 Bitumen Spray Driver Finishing Grader Operator Team Leader (Stores) Rigger Grade 3 Truck Driver (Tow Truck)	834.80
9	Truck Driver (Road Train) Team Leader (Rigger)	853.80
11	Team Leader Grade 2 Team Leader (Tow Trucks)	891.70

6. This variation shall take effect commencing on or after the first full pay period after 30 June 2005.

F. MARKS *J.*

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(1292)

**SERIAL 3875**

**K U CHILDREN'S SERVICES (OTHER THAN TEACHERS) (STATE)  
CONSENT AWARD 2000**

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 3797 of 2005)

Before The Honourable Justice Schmidt

27 July 2005

**VARIATION**

1. Delete Part B, Monetary Rates, of the award published 4 May 2001 (324 I.G. 615), and insert in lieu thereof the following:

**PART B**

**MONETARY RATES**

**Table 1 - Wages**

**KU Children's Services - Proposed Salaries**

	Pre-School		Long Day Care		AMEP	
	Current \$	17.00 Per Week \$	Current \$	17.00 Per Week \$	Current \$	17.00 Per Week \$
<b>CCW</b>						
1	512.70	529.70	532.50	549.50	523.60	540.60
2	519.00	536.00	537.00	554.00	528.00	545.00
3	523.70	540.70	541.80	558.80	532.80	549.80
<b>ACCW</b>						
1	534.60	551.60	553.20	570.20	533.90	550.90
2	546.70	563.70	566.80	583.80	556.20	573.20
3	559.60	576.60	579.20	596.20	569.40	586.40
<b>ACCWQ</b>						
1	609.10	626.10	630.20	647.20	619.70	636.70
2	618.30	635.30	639.70	656.70	629.00	646.00
3	627.50	644.50	649.40	666.40	638.40	655.40
<b>Coord Q/S</b>						
1	636.10	653.10	658.20	675.20	637.20	654.20
2	645.20	662.20	669.80	686.80	656.50	673.50
3	654.50	671.50	679.40	696.40	667.90	684.90
<b>Coord Q/L</b>						
1	655.30	672.30	670.20	687.20	668.70	685.70
2	666.40	683.40	689.70	706.70	678.10	695.10
3	673.60	690.60	697.20	714.20	685.40	702.40
<b>Coord U/S</b>						
1	553.90	570.90	575.30	592.30	565.60	582.60
2	568.00	585.00	567.80	584.80	577.90	594.90
3	578.90	595.90	599.20	616.20	589.10	606.10

Coord U/L						
1	565.50	582.50	585.30	602.30	565.50	582.50
2	577.50	594.50	597.80	614.80	587.70	604.70
3	588.60	605.60	609.30	626.30	598.90	615.90
Cook			546.70	563.70		

**Table 2 - Allowances and Other Rates**

		SWC 2004 \$	SWC 2005 \$
Broken Shift	Per week	51.60	53.15
	Per day	10.30	10.60
Excess Fares	Per week	7.25	7.45
Cook's qualification	Per week	5.10	5.25
Hotel & Restaurant Qualification		10.85	11.20
Authorised Supervisor	Per week	15.05	15.50
First Aid	Per week	11.40	11.75
Leading Hand: Part Time less than 22.5 hpw	Per week	17.70	18.25
	Per day	3.55	3.65
Full Time	Per week	23.70	24.40
	Per day	4.75	4.90

2. This variation shall take effect from the first full pay period commencing on or after 28 August 2005.

M. SCHMIDT J.

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(121)

**SERIAL C3970**

**CLERICAL AND ADMINISTRATIVE EMPLOYEES (ONESTEEL  
MANUFACTURING PTY LTD) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by OneSteel Manufacturing Pty Limited.

(No. IRC 2824 of 2005)

Before Commissioner McLeay

10 June 2005

**VARIATION**

1. Delete the Award title "Clerical and Administrative Employees (OneSteel Manufacturing Pty Ltd) Award" of the award published 4 September 1998 (306 I.G. 369), as varied, and insert in lieu thereof the following:

Clerical and Administrative Employees -OneSteel Market Mills Newcastle Award

2. Delete subclause (2) of clause 34, Area, Incidence and Duration, and insert in lieu thereof the following:
  - (2) This award shall apply to all clerks (including telephonists and clerical machinists) not elsewhere exempted in this award, of the grades and classes prescribed in clause 2, employed by:
    - (a) OneSteel Manufacturing Pty Limited at the Newcastle Rod and Bar Mills;
    - (b) OneSteel Wire Pty Limited at the Newcastle Wiremill and Newcastle Ropery; and
    - (c) OneSteel Trading Pty Limited at the Newcastle Pipe and Tube site.
3. This variation shall take effect on and from 10 June 2005.

J. McLEAY, Commissioner.

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(1339)

**SERIAL C3858****SYDNEY CRICKET AND SPORTS GROUND TRUST SECURITY  
ENTERPRISE AWARD 2001**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Sydney Cricket and Sports Ground Trust.

(No. IRC 3588 of 2005)

Before The Honourable Justice Haylen

22 July 2005

**VARIATION**

1. Insert in clause 1, Arrangement, of the award published 10 August 2001 (326 I.G. 1001), the following new clause numbers and subject matter:

25. First Aid Certificates  
26. Security Licence

2. Delete clause 18, Army Reserve Leave, and insert in lieu thereof the following:

**18. Army Reserve Leave**

- 18.1 Upon request and subject to the employer's ability to grant leave, an employee shall be allowed leave of absence to attend official army reserve activities.

- 18.2 Subject to subclause 18.3, such leave of absence shall be without pay.

- 18.3 In the event that the employer is entitled to claim a payment under the Australian Defence Force Employer Support Payment (ESP) Scheme, an employee may be granted paid army reserve leave to attend official army reserve activities, which will be paid at the rate of:

18.3.1 \$899.80 per week (or such other amount as is provided to the employer under the ESP Scheme); or

18.3.2 the employee's ordinary rate of pay

whichever is the lesser.

- 18.4 An employee is not entitled to receive paid army reserve leave if he or she is receiving other paid leave such as annual leave or long service leave to attend army reserve activities."

3. Delete clause 21, No Extra Claims, and insert in lieu thereof the following:

**21. No Extra Claims**

It is agreed by the parties that there will be no extra claims relating to conditions of employment, whether dealt with in this Award or not, before 31 December 2006.

4. Insert after clause 24, Anti Discrimination, the following new clauses:

**25. First Aid Certificates**

The employer will provide relevant first aid training on an as required/a time to time basis for the provision of first aid certificates."

**26. Security Licence**

- 26.1 It is a condition of employment that employees hold and maintain a valid security licence.
- 26.2 The Trust shall pay to employees a gross amount equivalent to the fee payable by an employee upon application for the renewal of licence under the Security Industry Act 1997 (NSW), subject to the satisfaction of the following conditions:
- (a) The employee is employed by the Trust as at the date of renewal;
  - (b) The employee obtains the renewal of his/her security licence; and
  - (c) The employee provides evidence to the Trust of the payment of the relevant fee, as required by the Trust.
5. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

**PART B****MONETARY RATES****Table 1**

Item No.	Current Rate Per Hour	New Rate Per Hour First Full Pay Period to Commence on or after 1 March 2004 (3.5%)	New Rate Per Hour First Full Pay Period to Commence on or after 1 March 2005 (3.5%)	New Rate Per Hour First Full Pay Period to Commence on or after 1 March 2006 (3.5%)
	\$	\$	\$	\$
1	19.79	20.48	21.20	21.94
2	29.69	30.73	31.80	32.92
3	18.15	18.79	19.44	20.12
4	27.23	28.18	29.17	30.19
5	14.67	15.18	15.71	16.26
6	22.01	22.78	23.58	24.40
7	21.31	22.06	22.83	23.63
8	16.56	17.14	17.74	18.36

6. This variation shall take effect from the first full pay period on or after 22 July 2005.

W. R. HAYLEN J.

(927)

**SERIAL C3794****JOURNALISTS (EMAP AUSTRALIA PTY LTD) (STATE) AWARD**

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Media, Entertainment and Arts Alliance New South Wales, industrial organisation of employees.

(No. IRC 2067 of 2005)

Before Commissioner Connor

27 May 2005

**VARIATION**

1. Delete subclause (g) of clause 4, Minimum Rates of Pay of the award published 17 November 2000 (320 I.G. 485) and insert in lieu thereof the following:
  - (g) The rates of pay in this award include the adjustments payable under the State Wage Cases of 2003 and 2004. These adjustments may be offset against:
    - (i) any equivalent over award payments, and/or
    - (ii) award wage increase since 29 May 1991 other than safety net, State Wage Case, and Minimum rates adjustments.
2. Delete paragraph (b) (i), of clause 23, Superannuation, and insert in lieu thereof the following:
  - (i) JUST Super.
3. Delete Table 1 - Rates of Pay of Part B, Monetary Rates and insert the following:

**Table 1 - Rates of Pay**

- (a) Minimum Rate Per Week Effective from the first pay period to commence on or after the variation of this Award.

Classification	Previous Minimum Weekly Rates of Pay (\$)	SWC 2003 (\$)	SWC 2004 (\$)	Column 1 Minimum Weekly Rates of Pay (\$)	Column 2 Minimum Weekly Rates of Pay (6%) (\$)
<b>Band One</b>					
J1 (D)	525.20	17.00	19.00	561.20	594.87
J2 (C)	598.30	17.00	19.00	634.30	672.40
J3 (B)	685.90	17.00	19.00	721.90	765.20
J4 (B+)	731.80	17.00	19.00	767.80	813.90
<b>Band Two</b>					
J5 (A)	771.50	15.00	19.00	805.50	853.80
J6 (A2)	823.90	15.00	19.00	857.90	909.40
J7 (A1)	884.20	15.00	19.00	918.20	973.30
<b>Band Three</b>					
J8 (Spec A)	913.40	15.00	19.00	947.40	1004.20
Trainee Yr 1	367.60	15.00	19.00	433.60	459.60
Trainee Yr 2	472.70	15.00	19.00	518.90	550.00

Column 2 represents the sum of the minimum weekly wage as set out in Column 1 plus an allowance of six per cent paid to an employee required to use a visual display terminal in the creation or editing or editorial material in production.

4. This variation shall take effect from the beginning of the first pay period to commence on or after 27 May 2005.

P. J. CONNOR, Commissioner.

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**SERIAL C4029**

**DENTAL ASSISTANTS AND SECRETARIES (STATE) INDUSTRIAL  
COMMITTEE**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the New South Wales Dental Assistants Association, an industrial organisation of employees.

(No. IRC 3528 of 2005)

Before The Honourable Justice Staunton

8 September 2005

**ORDER**

The Commission orders that:-

1. The duration of the Industrial Committee, known as the Dental Assistants and Secretaries (State) Industrial Committee published 29 July 1994 (281 I.G. 251), be extended for a further period of three (3) years.
2. This order shall take effect on and from 8 September 2005.

P. J. STAUNTON J.

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SERIAL C3690

**ENTERPRISE AGREEMENTS APPROVED BY THE INDUSTRIAL  
RELATIONS COMMISSION**(Published pursuant to s.45(2) of the *Industrial Relations Act 1996*)**EA05/249 - Inghams Enterprises GP/Layer Breeder Farms Enterprise Agreement 2005**

**Made Between:** Inghams Enterprises Pty Limited -&- The Australian Workers' Union, New South Wales .

**New/Variation:** Replaces EA03/64.

**Approval and Commencement Date:** Approved and commenced 25 August 2005.

**Description of Employees:** The agreement applies to all employees employed by Inghams Enterprises Pty Ltd, located at 203-209 Northumberland Street, Liverpool, New South Wales, 2170, who fall within the coverage of the Poultry Industry Livestock (State) Award.

**Nominal Term:** 16 Months.

**EA05/250 - Inghams Enterprises Turkey and Duck Breeder Farms Enterprise Agreement 2004**

**Made Between:** Inghams Enterprises Pty Ltd -&- The Australian Workers' Union, New South Wales .

**New/Variation:** New.

**Approval and Commencement Date:** Approved 25 August 2005 and commenced 22 February 2005.

**Description of Employees:** The agreement applies to all employees employed by Inghams Enterprises Pty Ltd, located at 203-209 Northumberland Street, Liverpool, NSW 2170, who fall within the coverage of the Poultry Industry Livestock (State) Award.

**Nominal Term:** 16 Months.

**EA05/251 - Inghams Enterprises Bargo and Tahmoor Hatcheries Enterprise Agreement 2004**

**Made Between:** Inghams Enterprises Pty Limited -&- The Australian Workers' Union, New South Wales .

**New/Variation:** New.

**Approval and Commencement Date:** Approved 25 August 2005 and commenced 22 February 2005.

**Description of Employees:** The agreement applies to all employees employed by Inghams Enterprises Pty Ltd, located at 203-209 Northumberland Street, Liverpool, NSW 2170, engaged at the Company's hatcheries as follows: Bargo Turkey Hatchery, Bargo NSW; and Tahmoor Duck Hatchery, River Road, Tahmoor NSW, who fall within the coverage of the Poultry Industry Livestock (State) Award.

**Nominal Term:** 16 Months.

**EA05/252 - Ingham's Enterprises Maldon Hatchery Enterprise Agreement 2004**

**Made Between:** Inghams Enterprises Pty Limited -&- The Australian Workers' Union, New South Wales

**New/Variation:** Replaces EA03/63.

**Approval and Commencement Date:** Approved and commenced 25 August 2005.

**Description of Employees:** The agreement applies to all employees employed by Inghams Enterprises Pty Ltd, at the Maldon Hatchery and such employees performing their normal duties on a temporary basis at another location, who fall within the coverage of the Poultry Industry Livestock (State) Award.

**Nominal Term:** 10 Months.

**EA05/253 - Inghams Enterprises Southern Breeder Farms Enterprise Agreement 2005**

**Made Between:** Inghams Enterprises Pty Limited -&- The Australian Workers' Union, New South Wales

**New/Variation:** Replaces EA01/73.

**Approval and Commencement Date:** Approved and commenced 25 August 2005.

**Description of Employees:** The agreement applies to all employees employed by Inghams Enterprises Pty Ltd, located at 203-209 Northumberland Street, Liverpool, NSW 2170, at the Company's Southern Breeder Farms, who fall within the coverage of the Poultry Industry Livestock (State) Award.

**Nominal Term:** 16 Months.

**EA05/254 - Inghams Enterprises Morisset Hatchery Enterprise Agreement 2004**

**Made Between:** Inghams Enterprises Pty Limited -&- The Australian Workers' Union, New South Wales

**New/Variation:** Replaces EA99/7.

**Approval and Commencement Date:** Approved and commenced 25 August 2005.

**Description of Employees:** The agreement applies to all employees employed by Inghams Enterprises Pty Ltd, Morisset Hatchery, who fall within the coverage of the Poultry Industry Livestock (State) Award.

**Nominal Term:** 10 Months.

**EA05/255 - Wingham Beef Exports Enterprise Agreement 2005**

**Made Between:** Wingham Beef Exports Pty Ltd -&- The Australasian Meat Industry Employees' Union, Newcastle and Northern Branch.

**New/Variation:** Replaces EA98/294.

**Approval and Commencement Date:** Approved 4 July 2005 and commenced 26 April 2005.

**Description of Employees:** The agreement applies to all employees employed by Wingham Beef Exports Pty Limited, located at Gloucester Road, Wingham, in the state of New South Wales, who are engaged at the Company's beef processing plant, who fall within the coverage of the Butchers' Wholesale (Newcastle and Northern) Award.

**Nominal Term:** 36 Months.

**EA05/256 - BOC Ltd Specialised Delivery Agreement 2005**

**Made Between:** BOC Limited -&- the Transport Workers' Union of New South Wales.

**New/Variation:** Replaces EA04/37

**Approval and Commencement Date:** Approved 9 September 2005 and commenced 1 July 2005.

**Description of Employees:** The agreement applies to all specialised delivery service employees employed by BOC Limited, engaged in the classifications of Sales Service Providers and Team Leaders, who fall within the coverage of the Transport Industry - Mixed Enterprises Interim (State) Award.

**Nominal Term:** 36 Months.

**EA05/257 - Wilken Electrical Services Pty Ltd Construction Enterprise Agreement 2002-2005**

**Made Between:** Wilken Electrical Services Pty Ltd -&- the Electrical Trades Union of Australia, New South Wales Branch.

**New/Variation:** Replaces EA01/146.

**Approval and Commencement Date:** Approved 9 June 2004 and commenced 2 April 2004.

**Description of Employees:** The agreement applies to all employees employed by Wilken Electrical Services Pty Ltd, located at 43, Planthurst Road, Carlton NSW 2218, engaged in any of the occupations, industries or callings specified in the Electrical Trades Union of Australia, New South Wales Branch, who fall within the coverage of the Electrical, Electronic and Communications Contracting Industry (State) Award.

**Nominal Term:** 18 Months.

**EA05/258 - Exel (Australia) Logistics Pty Ltd**

**Made Between:** Exel (Australia) Logistics Pty Ltd -&- the National Union of Workers, New South Wales Branch.

**New/Variation:** Replaces EA02/330.

**Approval and Commencement Date:** Approved 31 August 2005 and commenced 1 July 2005.

**Description of Employees:** The agreement applies to all employees employed by Exel (Australia) Logistics Pty Ltd, located at 52, Huntingwood Drive, Huntingwood NSW 2148, engaged in warehousing and distribution, who fall within the coverage of the Storemen and Packers, General (State) Award.

**Nominal Term:** 36 Months.

**EA05/259 - Doubleday Australia Pty Limited Enterprise Agreement 2005**

**Made Between:** Doubleday Australia Pty Limited -&- the National Union of Workers, New South Wales Branch.

**New/Variation:** Replaces EA03/166.

**Approval and Commencement Date:** Approved 24 August 2005 and commenced 1 July 2005.

**Description of Employees:** The agreement applies to employees employed by Doubleday Australia Pty Limited, engaged to work at the Company's premises at 19 Mars Rd, Lane Cove, NSW as defined in clause 5 in the agreement, who fall within the coverage of the Storemen and Packers General (State) Award.

**Nominal Term:** 24 Months.

**EA05/260 - Cypress Centre Inc. (Supported Employees) Workplace Agreement 2005**

**Made Between:** Cypress Centre Inc -&- Michelle Anderson, Colleen Bassett, Shaun Bedford, Nattalie Clough, Nathan Collins, David Dahlenburg, Veronica Foley, Pam Gash, Colin Gibbons, Jodie Habgood, Jason Harrison, Bradley Heard, Colin Hoskinson, Jennifer Howe, Suzanne Jennings, Sabrina Marks, Shannon McGavin, Craig McWhinnie, Jeanette Miller, Jamie Osmond, Maria Prestia, Wayne St Clair, Michelle Thornton, Neil Tongs, Vicki Turner.

**New/Variation:** Replaces EA03/79.

**Approval and Commencement Date:** Approved and commenced 28 June 2005.

**Description of Employees:** The agreement applies to all employees employed by Cypress Inc, located at Myrtle Street, Narrandera NSW 2700, and at other locations where the organisation has a facility to operate performing tasks in Schedule B Skills Matrix/Job Models, who fall within the coverage of the Laundry Employees (State) Award; Landscape Gardeners, &c. (State) Award.

**Nominal Term:** 36 Months.

**EA05/261 - New England Trading Pty Limited Enterprise Agreement 2005**

**Made Between:** New England Trading Pty Ltd -&- Corey Alderson, David Allport, Michael Bailey, Richard Baker, Ronald Gordon Barber, Ross James Bennett, Brad Bessant, Darren Brewster, Mark Brooks, Michael Butters, Lea Carr, Darren Chapman, Scott Chapman, Jeff Coles, Mathew Collins, Alfred Connelly, Nicholas Cox, Jeffrey Crawford, Micheal John Cunningham, Dale Cupples, Stephen Darby, Greg Darr, Momir Dimitrijevic, Sean Glasby, Peter Hain, Arthur Hampson, Keith Hampson, Brett Harley, Shannon Hawes, Scott Kannar, Lincoln Larrigo, Mark Longbottom, Scott Mackersey, Allan McKewin, Barry McKewin, Brent Patterson, Joshua Power, Ken Price, Brad Reeves, Peter Robertson, Michael Ross, Kevin Skinner, Garry Stephens, Peter Stuhr, Brett Sykes, Jason Thomas, Paul Treadwell, Robert Trubody, John Walsham, Philip Watson, Alan Wilson, Arthur Wilson.

**New/Variation:** Replaces EA03/80.

**Approval and Commencement Date:** Approved and commenced 8 August 2005.

**Description of Employees:** The agreement applies to all employees employed by New England Trading Pty Ltd, located at Dyke Point off Bourke Road, P.O. Box 70 Carrington NSW 2294, who fall within the coverage of the Joiners (State) Award, the Building Employees Mixed Industries (State) Award, the Metal, Engineering & Associated Industries (State) Award, the Engine Drivers, &c., General (State) Award and the Electricians, &c. (State) Award.

**Nominal Term:** 36 Months.