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(1042)

SERIAL C3619

**REFINERY OPERATORS SHELL REFINING (AUSTRALIA) PTY LTD
AWARD 2003**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Shell Refining (Australia) Pty Ltd for a new award.

(No. IRC 604 and 810 of 2003)

Before The Honourable Justice Marks

9 March 2004

AWARD

Arrangement

Clause No. Subject Matter

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"Company" means - Shell Refining (Australia) Pty Ltd at Clyde Refinery, Granville and at Gore Bay Terminal.

"Continuous shift worker" means - an employee engaged under this Award on a continuous shift roster.

"Day shift worker" is an employee employed under this Award engaged on a nine day fortnight basis attracting shift penalties and other entitlements as if a continuous shift worker.

"First Intervention Team (FIT) member" means - an employee engaged under this Award who volunteers to participate in emergency responses for the term of this Award.

"Operator" means - employees employed as Refinery and Gore Bay Terminal Operators.

"Parties" means - Shell Refining (Australia) Pty Ltd and the Construction, Forestry, Mining and Energy Union (NSW Branch).

"Plant Controller" is a day staff position not subject to this Award.

"ROG" means - Refinery Operator Group represented by duly elected delegates of the union.

"Shift Controller" is a shift staff position not subject to this Award.

"Shore Officer" is a shift staff position at the Gore Bay Terminal.

"Union" means - the Construction, Forestry, Mining and Energy Union (NSW Branch).

1.2. Coverage of Award

This Award binds Shell Refining (Australia) Pty Ltd, the Construction, Forestry, Mining and Energy Union (NSW Branch) and employees of Shell Refining (Australia) Pty Ltd employed at the Clyde Refinery and Gore Bay Terminal as Refinery Operators:

- a) who are members of the CFMEU; and
- b) who are covered by the classifications set out in clauses 3.3 and 3.5 of this Award.

1.3. Commencement Date and Term of Award

- 1.3.1 This Award rescinds and replaces the Refinery Operators Shell Refining (Australia) Pty Ltd Award 2000 published 21 September 2001 (327 I.G. 1181) and all variations thereof.
- 1.3.2 It shall take effect from 7 February 2003 and shall remain in force thereafter until 31 August 2004.
- 1.3.3 It is a term of this Award that the parties shall make no extra claims unless pursued under the mechanisms provided for within this Award.

1.4. Review of Award

- 1.4.1 This award is made in part settlement of claims before the Commission by the Company in IRC 604 of 2003 and the Union in IRC 810 of 2003. Those proceedings will be adjourned until the expiry of the nominal term of this award.
- 1.4.2 Upon the expiry of the nominal term of this award, the Company and the Union will be entitled to resume the pursuit of their claims in the proceedings referred to in 1.4.1.
- 1.4.3 Subject to sub-clause 1.4.4 the award will not be reviewed during the nominal term and neither the Company nor the Union will pursue any further claims during the nominal term.
- 1.4.4 Notwithstanding sub-clause 1.4.3, the award variations identified in Schedule A of this award will be operative and over-ride any other provision of this award effective upon the risk assessment arising under the directions of Justice Marks in respect of the reorganisation of the Movements and Utilities area confirming that the variations can be safely implemented, and provided that any measures required by the risk assessment for the implementation of the variations must be implemented before the variations take effect.

1.5. Anti-Discrimination

- 1.5.1 It is the intention of the parties bound by this Award to seek to achieve the object in section 3(f) of the *Industrial Relations Act* 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 1.5.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Award which, by its terms or operation, has a direct or indirect discriminatory effect.
- 1.5.3 Under the *Anti-Discrimination Act* 1977, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

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

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

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

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."

PART 2

DISPUTE RESOLUTION

2.2. Dispute and Grievance Procedure

Subject to the *Industrial Relations Act 1996* or any Act replacing that Act, any dispute or claim (whether any such dispute or claim arises out of the operation of this Award or not) as to the wages and/or conditions of employment of any employee with regard to whom the Company is bound by this Award and/or as to any other industrial matter pertaining to the relations of the Company (to whom this Award applies) with employees (with regard to whom the Company is so bound) shall be settled in the undermentioned manner:

- 2.1.1 The matter shall be first discussed between the employee concerned and the immediate supervisor.
- 2.1.2 If not settled within a reasonable period of time, for example, 7 days, the matter shall be further discussed between the employee, the Union delegate and the employee's immediate supervisor.
- 2.1.3 If not settled the matter shall be further discussed between the Union delegate and the Human Resources Department representative of the Company. For matters of a serious nature, a Refinery Operators Group (ROG) meeting may be convened by either party within seven days of settlement not being reached.
- 2.1.4 If not settled, the matter shall be further discussed between the Union official, the ROG and the Company.
- 2.1.5 If the matter is still not settled, it shall be submitted to the Industrial Relations Commission of New South Wales and its decision shall be final and shall be accepted by the parties.

It is the intention of the parties that when the disputes procedure is invoked the matter in dispute will be dealt with expeditiously and until the matter is determined, work shall continue normally. Where it is agreed between the parties that there is an existing custom, work shall continue in accordance with that custom, but where there is no agreement as to custom, the Company's direction shall be accepted. No party shall be prejudiced as to final settlement by the continuance of work in accordance with this subclause.

PART 3

EMPLOYMENT RELATIONSHIP AND DUTIES

3.1. Contract of Employment

- 3.1.1 To become entitled to payment in accordance with this Award an employee shall perform such work as the Company shall, from time to time, require on the days and during the hours usually worked by the class of employees affected.
- 3.1.2 An employee not attending for duty shall lose pay for the actual time of such non-attendance except where such absence is authorised.
- 3.1.3 Employment shall be terminated by a month's notice on either side, given at any time during the month, or by the payment or forfeiture of a month's wages, as the case may be. This shall not affect the right of the Company to dismiss any employee without notice for neglect of duty or misconduct, and in such cases wages shall be paid up to the time of dismissal only.
- 3.1.4 It is a term and condition of employment and of the obligations and rights accruing under this Award that an employee shall:
- a) comply with the orders of the Company to work reasonable overtime at any time during the seven days of the week at the appropriate remuneration prescribed herein, provided that the question of what is reasonable overtime shall be determined in relation to the individual employee concerned, having regard to the particular circumstances at the time of the order by the Company;
 - b) use the appropriate protective clothing and equipment provided by the Company for specific circumstances;
 - c) comply with the Company's directions to carry out work required for the safety of personnel, equipment and product;
 - d) become and remain the holder of any certificates at Company expense which are required by law to be held by a person performing the duties which the Company allocates to the employee from time to time;
 - e) undertake responsibilities associated with first aid and emergency response activities as agreed between the parties which are fully comprehended in the wage rates provided in Table 1 of the Award. All Operators will maintain current first aid qualifications at Company expense.

3.1.5 Probation Period

A new employee shall be regarded as probationary for the first three months of their engagement. After an assessment of the employee by the Company during the three months, the employee may be:

- a) required to complete the probationary period and then confirmed in the position for which the employee was engaged;
- b) given notice of termination of service in accordance with Clause 3.1.3;
- c) prior to any notice being given to a probationary employee the Company shall discuss the matter with the employee and a ROG/CFMEU representative and determine whether a further period of probation is appropriate.

3.1.6 Refinery/Gore Bay Terminal Operator Statement of Principle

Assignment by supervisors of tasks not associated with the prime operating job in any particular circumstances will be limited naturally by the following criteria:

- a) they will be associated with the process to which the Operator is engaged;
- b) they will be capable of being completed within a relatively short time or of being interrupted or left unattended so as not to distract the Operator from their prime functions;
- c) if tools are involved, these will be simple in their utilisation and the task will be relatively simple and within the ability of the Operator;
- d) in the assignment of these tasks, an attempt will be made to achieve what is reasonable and a common sense attitude should prevail. Factors requiring consideration would include, for example:
 - i) the time available for the performance of the task;
 - ii) the Operator's ability to perform the tasks;
 - iii) the availability of the equipment appropriate to the performance of the task.

3.2. Process Maintenance and Associated Matters

3.2.1 Process Maintenance

The functions and responsibilities of all operators include the clean, safe and effective operation at all times of refining plant and associated equipment; the evaluation of equipment performance and process conditions; the execution of running adjustments and minor repairs consistent with safe and effective operation; the preparation (including the proper isolation) of equipment for maintenance; the use of hand tools (such as spanners, wheel keys, wrenches and screw drivers) and of appliances (such as gas testing and laboratory testing equipment, portable thermometers) as may be necessary or incidental to the performance of operating functions.

Without limiting the generality of the foregoing, repairs and adjustments involving use of hand tools, will include the following:

- a) remove and replace small valves, plugs and fittings as used for bleeds, drains, vents and sample connections. (Spades not included);
- b) connect/disconnect flexible hoses for use in cleaning, smothering leaks and heating lines;
- c) connect/disconnect fittings to educt chemicals from containers;
- d) connect/disconnect hoses on lube oil dispensing bars;
- e) remove insulation to expose leaks, drains where easily accessible and removable;
- f) remove and replace pressure gauges;
- g) monitor, drain and change oil in equipment as required;
- h) adjust and lubricate glands on valves, cocks;
- i) connect/disconnect screwed piping and standard fittings for temporary situations such as venting, draining and steaming out arrangements. Dismantle simple screwed piping. (Operators will not thread pipe);

- j) open, clean and/or replace filters and screens in pipelines and equipment, up to 4" diameter. Replace filters in lines greater than 4" diameter, where fitted with V-lok closures;
- k) tighten swagelok fittings on pipelines and equipment;
- l) isolate streams and/or equipment by removing/replacing caps, plugs and blanks on equipment and piping of diameters of up to and including 4";
- m) connect/disconnect gas cylinder to manifolds;
- n) in an emergency, take reasonable action necessary to protect personnel, plant, equipment and product (eg. fit pipe clamps on leaks); and
- o) perform any other similar task not involving the application of the general trade experience of recognised tradesmen.

3.2.2 Illustrative Examples of Associated Tasks

- a) Use chemical, mechanical or steam cleaning devices as necessary.
- b) Install stick-on signs or stencil information on pipelines and equipment.
- c) Operate assigned vehicles and mobile equipment.
- d) Connect/disconnect hoses to equipment (eg. pumps, compressors) and delivery vehicles.
- e) Rack up all types of hoses used in the performance of associated tasks.
- f) Connect portable electric leads as required.
- g) Attend to all equipment lubrication and lubricating devices, grease valves and cocks, clean lube oil centrifuges, filters.
- h) Clean plugged or fouled pipelines, drains by:
 - i) wrapping with steam hoses;
 - ii) adding detergent or chemicals; and
 - iii) mechanical rodding in simple cases.
- i) Where easily accessible and on a "first aid" basis, apply "band aid" devices to leaks.
- j) After appropriate training, use explosimeters as an additional safety aid and as supplementary to existing procedures.
- k) Generally taking such reasonable action as may be necessary to make a plant area safe, eg. erecting a simple barrier.
- l) On plant plots, handle and store materials and/or chemicals.
- m) Use installed or other lifting devices as are available to aid the performance of a Refinery Operator's duties.

3.2.3 Team Concept of Operation

- a) It is accepted that an operator(s) on shift will assist outside their assigned area of designated responsibility (workload permitting) if they have the knowledge, ability and experience of the plant in question, however, the following guidelines will apply:

the operators primary responsibility is to the plant area they have been assigned to that the particular jobs that are assigned to them outside their designated area (plant) can be left at any time to return to their designated area (plant), should the operational need arise;

Senior Operators will allocate operators to areas (plants) as required. This will require judgement by the Senior Operator as to priorities, planning and the use of available resources; and

where a call in may be required, the Senior Operator should consult with the Shift Controller to ensure that both the Shift Controller and the Senior Operator have all the required information to make an optimum decision with respect to resource allocation.

- b) Laboratory Testing - Operators to perform testing on plants in addition to tests performed currently:

Distillation;

Specific Gravity;

Boiler Chemistry;

Cloud Point;

Colour;

Viscosity;

RSH;

Titration.

3.3. Refinery Operator Classifications

3.3.1 General Description

- a) Senior Operator

An employee appointed as such by the Company who is qualified, capable and willing to perform all operator duties on an assigned complex and is responsible for safely and efficiently controlling such complex under the general supervision of a Shift Controller.

- b) Relief Senior Operator

An employee appointed as such by the Company who is qualified, capable and willing to perform safely and efficiently any duties associated with the process or equipment on an assigned complex as required by a Senior Operator or Shift Controller under general supervision as necessary.

The Relief Senior Operator is to relieve the Senior Operator as required.

- c) Rover

An employee appointed as such by the Company who is qualified, capable and willing to perform safely and efficiently any duties associated with the process or equipment on an assigned complex as required by a Senior Operator or Shift Controller under general supervision as necessary.

d) Panel Operator

An employee appointed to the position who is qualified and capable of carrying out the operation of a panel/s within the section. Panel operators can operate a designated panel/s within operations.

e.g.	Process West	Panel 1 (utilities) Panel 2 (CDU)
	Process East	Panel (CCU) Day Panel

e) Panel Component Operator

An employee working under the supervision of a Shift Controller, Senior Operator or Rover, who is qualified, capable and willing to perform safely and efficiently such duties as are required by the Company associated with the process or equipment on an assigned complex.

f) Plant Operator

An employee who is qualified, capable and willing to perform safely and efficiently any duties associated with the process or equipment on an assigned complex as required by a Senior Operator or Shift Controller under general supervision as necessary

g) Trainee Operator

An employee undergoing the necessary orientation and training to enable safe and efficient performance as an operator.

3.3.2 Duties and Responsibilities

The following lists summarise the duties and responsibilities of operators. These duties and responsibilities include but are not limited to the items listed.

a) Common Duties & Responsibilities:

- i) Safe, clean and effective operation at all times of refining plant and associated equipment and according to instructions issued by the Company through its supervisors.
- ii) Evaluation and reporting (verbally, written and through computer) of equipment performance and process conditions.
- iii) Execution of running adjustments and minor repairs consistent with safe and effective operation.
- iv) The preparation and isolation of equipment for maintenance.
- v) The use of hand tools and equipment as necessary or incidental to the proper performance of operating functions. This will include spanners, wheel keys, wrenches and screw drivers, motor vehicles, forklift trucks, gas testing and laboratory testing equipment, portable thermometers. The repairs and adjustments which operators, using hand tools may make are set out in 3.2.1 above. For guidance, illustrative examples of associated tasks are set out in 3.2.2 above.
- vi) Is required to be familiar with all manuals, instructions and schedules associated with safety, operating and training relevant to the complex.
- vii) Is responsible for ensuring the safe operation of the assigned area including the conduct of visitors to the plant and contractors working in the area.

- viii) Is required to relieve in lower category jobs commensurate with knowledge, ability and experience and expected to undertake training as necessary to perform the duties as assigned by the Company commensurate with knowledge, ability and experience.
 - ix) Perform sampling and testing of process variables and equipment.
 - x) Minor administration tasks related to the job will be carried out as necessary.
 - xi) Operators will obtain the necessary WorkCover tickets stipulated in WorkCover regulations and as required by the Company.
 - xii) Laboratory testing will be carried out and the team support concept of operation will apply as specified in 0 above
- b) Plant Operator:
- i) Is responsible to the senior operator on the complex for all aspects of the operation of the plant to which the operator is assigned. Carries out the instructions of Senior Operator and Rover as required.
 - ii) Liaises closely with panel operators on all aspects of the control of the process/plant as required.
 - iii) Performs process monitoring and process stream sampling as required.
 - iv) Is required to have full knowledge of and be willing to relieve in all lower category jobs on the complex.
 - v) Is aware of the requirement to operate to maximise yields and minimise fuel costs within the constraints of product specification.
 - vi) Participates in and trains other operators and trainees, commensurate with knowledge, ability and experience.
- c) Panel Component Operator:
- i) Carries out the instructions of senior operators or panel operators as required.
 - ii) Is required to have full knowledge of and be willing to relieve in all lower category jobs on the complex.
 - iii) Participates in and trains other operators, and trainees, commensurate with knowledge ability and experience.
 - iv) Monitors performance/operation of equipment via the ICS screens, and liaise with the panel operator or senior operator as required.
- d) Panel Operator:
- i) Co-ordinates the work of other operators on the complex.
 - ii) Controls the process through such means as are provided to produce products within specification limits whilst maximising yields and minimising fuel costs.
 - iii) Carries out the instructions of Senior Operators as required.
 - iv) Is required to have full knowledge of and be willing to relieve in all lower category jobs on the complex.

- v) Participates in and trains other operators, and trainees, commensurate with knowledge ability and experience.
- e) Rover:
- i) Co-ordinates the work of other operators on the complex.
 - ii) Controls the process through such means as are provided to produce products within specification limits whilst maximising yields and minimising fuel costs.
 - iii) Carries out the instructions of Senior Operators as required.
 - iv) Is required to have full knowledge of and be willing to relieve in all lower category jobs on the complex.
 - v) Participates in and trains other operators, and trainees, commensurate with knowledge ability and experience.
- f) Relief Senior Operator:
- i) Co-ordinates the work of other operators on the complex.
 - ii) Controls the process through such means as are provided to produce products within specification limits whilst maximising yields and minimising fuel costs.
 - iii) Carries out the instructions of Senior Operators as required.
 - iv) Is required to have full knowledge of and be willing to relieve in all lower category jobs on the complex.
 - v) Participates in and trains other operators, and trainees, commensurate with knowledge ability and experience.
 - vi) Relieve the appointed Senior Operator when required.
- g) Senior Operator:
- i) Directs and coordinates the work of other operators on the complex.
 - ii) Interprets, comments on and carries out the instructions of the Shift Controller.
 - iii) Monitors the safety and efficiency of operation, quality of products and ensures reporting and sampling are carried out as required.
 - iv) Administers operator overtime and leave.
 - v) Liaises with other units and complexes as required.
 - vi) Is required to follow and to have full knowledge of all manuals, instructions and schedules associated with safety, operating and training relevant to the complex.
 - vii) Ensures that the operators on the shift are fully trained by administering training and reporting to the appropriate staff supervisor the future requirements of the shift.
 - viii) Requisitions and accounts for all necessary process, operational and administrative materials as required.
 - ix) Ensures that plant and flare surveys are carried out as required.

- x) Provides assistance, advice and support to operators on the shift as necessary.
- xi) Ensures that plant safety equipment is checked regularly and any repairs, reordering or maintenance is performed.
- xii) Assists in the co-ordination and planning of plant safety meetings.
- xiii) Is expected to attend senior operator meetings for the complex.

3.4. Operator Job Training

3.4.1 Aim

To provide an Operator training in the skills and knowledge necessary to safely, competently and efficiently operate a section of the Refinery with little to no assistance or supervision.

3.4.2 Scope

The Operator job training will consist of a combination of theory and practical skills. The theoretical training will consist of a number of modules on general topics e.g. H2S safety, HF acid, distillation and those which are specifically job related e.g. pollution control, emergency procedures etc. The theoretical and practical job training will be structured in that the operator will be required to demonstrate and complete a number of tasks under supervision. Many of the tasks associated with a particular job will be developed "on the job" by peer training.

3.4.3 Training

The practical training will be carried out on shift and be conducted by an experienced Operator on shift under the general supervision of the Shift Senior Operator. The Operator conducting the training on shift must have completed a job assessment in the position for which the training is being conducted. The scope of the job being learnt and the experience of the Trainee will determine the period of being doubled up with the Operator training him/her. An operator must successfully complete job assessment in one job before moving on to another.

3.4.4 Time frame for Training

In most cases it will be 168 hours doubled up although this may be extended dependant on individual requirements. It is important that during the 168 hours that continuity of training be maintained as far as possible but could be broken if needed to cover some short absence. However that time would be added onto the Operator's time of training.

A further period of consolidation of up to 560 hours where the Operator will carry out the duties of the job under the supervision of the Senior Operator only (This period will be referred to as going "solo"). During this period the Operator will be progressively assessed in all tasks and skills related to the position. This latter period is discretionary and is dependant on the experience, ability and confidence of the Operator.

3.4.5 Process

The shift Senior Operator should nominate the Operator/s for training and should prepare a 12 month plan and discuss the shift training with the Shift Controller and the Plant Controller. Prospective Trainee's should be made aware of future training plans relating to themselves.

3.4.6 Job Knowledge Assessment

At the completion of the going "solo" period the Operator should have signed each page of the Tasks and Skills booklet indicating that they consider themselves able to perform the duties relevant to the job competently and safely. The Senior Operator will discuss and agree or not that they are satisfied with the operators knowledge or whether further training is required by going through the Tasks and Skills

book. In order to ensure equivalent standards are applied across all shifts, the Plant Controller will carry out a final assessment. The final assessment is not expected to be an in-depth evaluation of the Operator's knowledge but rather confirmation that the training and evaluation process has achieved its aims. When the assessment has been successful the Plant Controller will initiate the relevant paperwork and forward it to the Pay Office and the Shift Controller.

3.5. Category Structure

PROCESS EAST	PROCESS WEST	MOVEMENTS	GORE BAY	LEVEL
Senior Operator	Senior Operator	Senior Operator	Senior Operator	9
				8
Relief Senior Operator	Relief Senior Operator	Relief Senior Operator	Relief Senior Operator	7
				6
Rover/ Panel Operator	Rover/ Panel Operator	Panel Co-Ordinator	Rover	5
Panel Component	Panel Component + 1 Process Job	Panel Component		4
2 Additional Process Jobs	2 Additional Process Jobs	Additional Process + Movements Jobs	Term Operator/ Boilers	3
		CDU or LPG		
1 Process Job + 1 Movements (Pumphouse No 2)	1 Process Job + 1 Movements (Pumphouse No 1)	1 Movements + Process CDU or LPG	Shipping/ Wharf	2
Trainee	Trainee	Trainee	Trainee	1

The requirements for progression through the classification structure shall be:

LEVEL	PROGRESSION EAST	PROGRESSION WEST	PROGRESSION MOVEMENTS	PROGRESSION GORE BAY
1	Commencement	Commencement	Commencement	Commencement
2	Must complete job assessment on one PE outside and one Movements outside position.	Must complete job assessment on one Movements outside position.	Must complete job assessment on one Movements outside and one process (PE or PW) outside position	Must complete job assessment on Shipping/ Wharf position.
3	Must complete job assessment on three PE outside positions and one Movements outside position. A two year minimum experience applies. Note: Job assessment on Alkylation outside position must be	Must complete job assessment on three PW outside positions and one Movements outside position. A two year minimum experience applies. Note: Job assessment on Platformer outside position must be	Must complete job assessment on two Movements outside positions and one outside position on PE &PW. A two year minimum experience applies. Note: Job assessment on all Movements outside positions	Must complete job assessment for Terminal Operator/Boilers position
	completed before Panel Component training can commence.	completed before Panel Component training can commence.	must be completed before Panel Component assessment can commence.	

4	Must complete job assessment on all PE outside positions, one Movements outside position and Panel Component position.	Must complete job assessment on all PW outside positions, one Movements outside position and Panel Component position	Must complete job assessment on two Movements outside positions, one PE and one PW outside. position & Panel Component position	Must complete job assessment for Rover position.
5	BY APPOINTMENT Must complete job assessment on all PE outside positions, one Movements outside position, Panel Component position and CCU Panel position. A four year minimum experience applies.	BY APPOINTMENT Must complete job assessment on all PW outside positions, one Movements outside position, Panel Component position and one Panel position (either CDU or Utilities). A four year minimum experience applies.	BY APPOINTMENT Must complete job assessment on two Movements outside positions, one PE and one PW outside position, Panel Component position and Movements co-ordinator position. A four year minimum experience applies.	
6	BY APPOINTMENT Must complete job assessment on all lower level position and acting Senior Operator position.	BY APPOINTMENT Must complete job assessment on all lower level position and acting Senior Operator position.	BY APPOINTMENT Must complete job assessment on all lower level position and acting Senior Operator position.	BY APPOINTMENT Must complete job assessment on all lower level position and acting Senior Operator position

Explanatory Notes

1. The nominated Senior Operator will be expected to fulfil the duties of the Senior Operator at all times other than when absent from the shift eg. annual leave, sickness, etc, refresher training on the panel or when a training acting senior operator is consolidating in the position. During the nominated Senior Operators absence any relief senior operator acting in the Senior Operator position will be paid at acting senior operator rates.
2. Where there is more than one relief Senior Operator on a given shift, the relief senior operator who covers the majority of the incumbent senior operator's rostered absence (i.e. annual leave, refresher training) will be paid acting Senior Operator rates for their own annual leave in that calendar year.
3. Only one relief Senior Operator on any given plant/shift will be paid acting Senior Operator rates on their annual leave in any given calendar year.
4. Operators move upwards in category level based on all job assessments completed at present level, experience level and first job completed at higher level. Once operators move to a higher level they must complete training/job assessment in all jobs at the new level.
5. Progression through refinery outside positions, i.e. level 2 and level 3, does not require jobs to be learnt in any specific order, as number of jobs learnt and experience determines level movement, not what jobs are learnt. Plant operators progressing through level 2 jobs must learn one Movements job. Movements operators progressing through levels 2 and 3 must learn at least one process job at each level.

CCU - alkylation position must be learnt before panel component

HVU - Platformer position must be learnt before panel component.

Movements - Movements outside jobs must be completed before panel component. assessment.

Operators employed as at 1st July 2000 will not have their progression delayed because of a lack of opportunity to undertake cross plant training. New employees will be subject to the cross plant training requirements outlined above.

6. Cross operator exchange, i.e. Movements to process east/process west, process east to movements, process west to movements, may be carried out to cover:

emergency situations;

annual/long service leave;

training.

7. Movements operators trained in process plant position/s must spend approximately three months each year on process plant/s to maintain skill level.
8. Cross plant training for existing operators will progress on a limited "needs only" basis. All new operators will be required to train in all jobs as per level structure.
9. Any operator who has concerns about his/her ability to undertake cross plant training can request an exemption from their Shift and/or Plant Controller. It should be noted however that the minimum levels of cross plant training must be maintained and are as follows

at least two (2) Operators per shift and spares from both Process West and Process East to learn/be competent in one Movements job;

two (2) Operators per shift and spares in Movements to learn/be competent in one position in both Process West and Process East.

10. Appointment to the positions of panel operator on the process plants and relief senior operator on all plants will be at the discretion of management premised on a needs basis.

These positions will be advertised.

The Company commits to two (2) Relief Senior Operators on each shift per Plant, provided that those operators to be trained have the necessary capabilities and competencies as set out in clause 3.3 of this award.

11. The minimum experience guideline may in certain cases be put aside at the discretion of the Company.
12. An Operator shall be eligible for appointment to the next designated position on the plant to which the employee is assigned:
 - a) when the operator has demonstrated to the satisfaction of the Company that the employee has the ability, knowledge, skills and qualifications and is willing to perform all operator jobs on the assigned plant or complex;
 - b) has obtained the knowledge, skills and qualifications necessary to perform the next designated position;
 - c) is willing, commensurate with ability, to obtain the knowledge, skills and qualifications necessary to be eligible for appointment to all higher category positions.

PART 4

ANNUALISED SALARY AND RELATED MATTERS

4.1. Annualised Salary (Wages)

Any employee of a classification as set out in Clause 3.5 of this Award, shall be paid per month the wage assigned to that classification contained in Table 1 of this Award. The rates of pay recognise the total scope of work performed by operators (including first aid, emergency response, and fire control activities) at the making of this Award. The annualised salary is defined to include the following components:

Base Rate - standard pay for a 35 hour week.

Shift penalty - 41.86% of base rate (incorporating a public holiday allowance of 7.1%).

Flexible Hours Allowance - 3 hours per week at overtime (double time) rates (see Clause 4.5 below).

Clyde Miscellaneous Allowance - replacing previously paid allowances for meals, telephone, travel time and use of own car (except for Gore Bay operators required to travel between Gore Bay and Clyde Refinery). See Clause 4.6 below.

First Intervention Team Allowance (if applicable) - See 4.7 below.

4.1.1 Wage Rates

The base wage rates (\$ per annum) to be paid under this Award are listed in Table 1 below.

Table - 1

Category/Date	Commencement of Award \$	1 December 2003 \$
1	34,208	35,576
2	44,482	46,261
3	47,064	48,947
4	48,212	50,140
5	51,943	54,021
6	53,206	55,334
7	53,952	56,110
8	56,305	58,557
9	57,510	59,810

NB: In addition to the base wage rates set out above, employees of the Company as at 18 February 2003 shall receive a one-off payment of \$1,300 gross in settlement of claims of back-pay from the commencement of this award.

4.1.2 Allowances

Change of shift allowance - Twelve (12) hours at single time.

Shift Premium (including Public Holiday premia) - 41.86% of base wage.

Clyde Miscellaneous Allowance - will be paid at the rate of \$1,987; increasing to \$2,066 effective as of 1 December 2003 and increased by the same percentage movements as the base wage thereafter.

Flexible Hours Allowance - 3 hours per week at overtime (double time) rate.

First Intervention Team (FIT) Allowance - \$1500 per annum with additional \$500 per annum for team leader - see 4.7 below.

4.2. Superannuation Treatment of Annualised Salary

The annualised salary will be treated in the following manner for superannuation purposes:

Base salary - retrospectively pensionable;

Shift penalty - prospectively pensionable;

Flexible Hours Allowance - prospectively pensionable;

Clyde Miscellaneous Allowance - retrospectively pensionable;

Overtime Payments - not pensionable;

FIT Allowance (if applicable) - not pensionable.

For the purposes of this clause "retrospectively pensionable" means - commencing from the date the employee joined the superannuation fund and for any periods of service bought back by the employee.

For the purposes of this clause "prospectively pensionable" means - for all periods that the relevant allowance was paid to the employee.

4.3. Payment of Wages

4.3.1 Wages and allowances shall be paid monthly by electronic funds transfer into a bank account nominated by the employee. In the event of a failure in the banking system causing late lodgement of payment to an employee's financial institution account, payment will be effected by cash, cheque or electronic funds transfer in accordance with arrangements made locally.

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

4.3.3 It shall be a full discharge of the obligations and rights accruing from week to week under Clause 5.2, Rosters, to average over a full shift cycle the payments accruing from shift work to a shift worker. This provision shall apply even if a shift worker fails for any reason to work a full shift cycle.

4.3.4 During the term of this Award the Company undertakes to investigate the implementation of a common monthly pay date of the 15th of each month.

4.4. Overtime

All overtime will be paid at the rate of double time.

Overtime will be for a minimum of six hours.

Overtime worked on designated public holidays will be paid at the rate of triple time.

4.5. Flexible Hours Allowance

The Flexible Hours Allowance (FHA) is set at three (3) hours per week at overtime rates. The FHA is not to be viewed as a bank of hours which has to be all worked.

The FHA covers the following items:

those agreed items in Table 2 below;

casual absences of up to and including four (4) consecutive 12 hour shifts due to illness, injury, jury duty, bereavement leave, PERFA and parental leave; and

plant restarts of up to and including four (4) consecutive 12 hour shifts.

If a casual absence continues for a period of over four shifts on consecutive days all operators involved in using FHA will be paid overtime back to the start of the absence.

"Consecutive" is defined as including an absence that extends across a shift break where that absence is covered by medical certificate/s.

If a plant restart continues for a period of over 48 consecutive hours all operators involved in using FHA will be paid overtime back to the start of the plant restart period.

The operation of the FHA will be reviewed by a Monitoring Committee on a monthly basis for the term of this Award.

Overtime hours should be used in the following circumstances:

- a) shortfalls in the roster that are the result of Company agreed annual leave, long service leave or Operators assigned to special projects;
- b) shortfalls in the roster that are the result of structural cross plant training, training necessary for restructuring or Company initiated category progression training;
- c) light duties (inability to fulfil any normal duties);
- d) study leave (for current students) and where such leave is granted by the Company in the future;
- e) defence training;
- f) bush fire brigade (voluntary) absences for fire fighting;
- g) sporting leave (including the Zaaire Cup). This leave is not often used and will be granted at the discretion of the Company and if agreed overtime will be paid;
- h) sickness that results in continuous on/off absence from work or for regular ongoing treatment; and
- i) restricted duties (i.e. time or function limited duties).

Table 2 - Agreed Items under the Clyde Flexible Hours Allowance (FHA)

	INCLUDED	EXCLUDED
All Areas	Operator caught back awaiting relief on shift Short term operational tasks previously requiring an extra man	Minor and major programmed shutdowns Special Projects Union time defined as Pre-ROG meetings, Company/ROG meetings and relevant Award provisions
		Time in Lieu OH &S defined as monthly HSE meetings Company initiated meetings

Process East	Poly reactors loading CCU Catalyst unloading to tankers SRU startups "Golden" valves Trip checks	Skid tanker (HF)
Process West	T/A's HVU/Panel on startups "Golden" valves	
Gore Bay	Hose changes (shipping)	Shipping wharf cover
	Meal relief after hours (Amorena) Tank dipping (enraf failure)	Shipping hookups Company initiated medicals
Movements*	Process water tank drainage OMOSS System	EBARA pumps Pollution control Retention basin (subject to EPA determination) Diesel pump Tank water draining other than process water Flow on work from shutdowns Tank coming "OOS"

*It is agreed by the parties to this Award that every endeavour must be made to complete tasks with normal shift crewing. Additional operators to carry out tasks can only be authorised by the Shift Controller in conjunction with the Senior Operator and when this occurs overtime will be paid (refer Clause 3.2.3 above).

4.6. Clyde Miscellaneous Allowance

The Clyde Miscellaneous Allowance will be paid at the rate of \$1,987 per annum increasing to \$2,066 effective as of 1 December 2003 and will be increased by the same percentage movements as the annualised salary thereafter.

A meal money provision of \$579.80 (65 Meals x \$8.92) per annum will be shown on annual group certificates.

4.7. First Intervention Team Allowance

A First Intervention Team (FIT) Allowance of \$1500 per annum will be paid for eligible employees. FIT Team Leaders will be paid an additional \$500 per annum to reflect higher levels of responsibility.

All Gore Bay Operators will be members of the FIT except where special personal circumstances exist.

A voluntary First Intervention Team (FIT) will be established effective 1st January 2001.

The voluntary FIT will be established on the following basis:

eight (8) to ten (10) volunteers will be required per shift;

all volunteers are required to have current medicals;

volunteers will be required to remain part of the FIT for the term of this award; and individual bunker gear will be supplied to FIT members.

4.8. Mixed Functions

An employee engaged on any shift, on work carrying a higher rate than the employee's ordinary classification shall be paid the higher rate for the whole of the employee's ordinary working hours on that day or shift.

4.9. Transport of Employees

When an employee, after having worked overtime, or a shift for which the employee has not been rostered, finishes work at a time when the employee's normal means of transport or reasonable means of public transport are not available, the Company shall provide the employee with transport to the employee's home and return, or pay the employee at the employee's ordinary-time rates for the time reasonably occupied in reaching his/her home.

4.10. Day Shiftworkers

A Day Shiftworker (including new Operators undertaking their initial training) shall be paid shift penalties and other entitlements as if a continuous shiftworker (see 5.3 below).

PART 5

HOURS OF WORK

5.1. Standard Hours

Subject to 5.2 below the ordinary hours of work for Operators employed under this Award will be an average of 35 hours per week worked in accordance with the Standard Hours (Oil Companies) Award 2003 (being an Award of the Australian Industrial Relations Commission).

5.2. Rosters

5.2.1 Twelve (12) hour shifts

- a) The Company will require employees under this Award to work in accordance with a twelve (12) hour five (5) panel shift roster.
- b) This clause shall apply to shift work arranged for continuous and successive shifts throughout a week of 168 working hours. The ordinary hours of such shift workers shall be in accordance with clause 4.1 and sub-clause 5.4 of the Standard Hours (Oil Companies) Award 2003 provided however that subparagraphs 5.4.2 of the Standard Hours (Oil Companies) Award 2003 shall not apply.
- c) No employee under this Award is to work beyond 14 hours at a time on a single shift.

5.2.2 Refinery/Gore Bay Terminal Operator Establishment including Sparing

It is agreed that the operator establishment complement including sparing will be as follows:

Table 3 - Operator Establishment levels including sparing

	PROCESS EAST	PROCESS WEST	MOVEMENTS	GORE BAY	TOTAL
Shift Positions	30	45	15	15	105
Spares*	7	9	3	5	19
Day shift workers	1	1	2		4
Total	38	50	20	20	128

5.2.3 Recruitment

Upon an employee providing written advice of resignation of employment the recruitment process will be initiated when the establishment number of Operators falls below 128 during the term of this Award unless the number of Operators exceeds 128 at the time of that resignation.

5.2.4 Time Owed from Roster

The 72.8 hours which arises as a function of the shift roster shortfall in hours below an average of 35 hours per week during each roster cycle will be absorbed into the roster as additional shifts and/or training time.

Time owed from the roster will be dealt with on the following basis:

four (4) twelve (12) hour training days will be rostered for each shift throughout the year for generic training

two (2) additional days of twelve hours duration will be rostered each year. Employees may elect to offset these hours against annual leave, long service leave or carry 24 hours over into the next calendar year.

5.2.5 Standby Roster

Standby rosters will be established for the coverage of FHA and overtime.

5.2.6 Hours

- a) An average of 35 hours per week shall be worked over the complete shift cycle.
- b) The ordinary hours of such shift workers shall not exceed twelve (12) in any day, inclusive of crib time.
- c) Shift Transfers:

Until the expiration of 5 days notice of the specified shift on which the employee is to work, an employee shall, for all time worked on that specified shift be paid at the rate of double time.
- d) Day and Night Shift Spread of Hours:
 - i) "Day Shift" means - any shift commencing after 6.00 a.m. and finishing at or before 7.00 p.m., where such shift forms part of a rotating or alternating shift work pattern.
 - ii) "Night shift" means - any shift commencing on or before 7.00p.m. and finishing before 8 a.m.
- e) Sunday Work:

The minimum rate to be paid to a shift worker for work performed on a shift the major portion of which falls between midnight on Saturday and midnight on Sunday shall be double time.

f) Extra Rates not Cumulative:

The rates provided in paragraph (e) of this subclause shall be in substitution for and not cumulative upon the shift allowance prescribed in Clause 4.1 of this Award.

g) Overtime:

Shift workers for all time worked in excess of or outside the ordinary working hours prescribed by this Award shall be paid at the rate of double time; provided that no continuous shift worker shall be paid for overtime worked at any time at a lesser rate than is payable to an employee performing their normal shift at such time.

h) Meal Interval:

Twenty minutes shall be allowed to all shift workers each shift for crib which shall be counted as time worked. An employee shall not be required to work for more than five hours without a break for a meal.

i) Calculation of Working Times:

The hours of work shall commence and finish at the plant or facilities where work is to be performed.

j) Cancellation of Overtime:

i) If notice cancelling the instruction is sent or telephoned to the employee's registered address before the employee would normally have left to commence work, the employee shall be paid a minimum of six hours at the employee's ordinary-time rate of pay in the case of overtime scheduled on a day on which an employee is not rostered to work an ordinary shift.

Provided that an additional penalty shall not be payable if the employee is not at the registered address when notice of cancellation is delivered or telephoned and the employee subsequently reports for work.

ii) For the purpose of this clause registered address shall mean the address recorded by the employer.

5.3. Day Shiftworker Roster and Hours

Continuous shift workers who from time to time may be assigned to Day Shiftworker duties only shall be rostered to work an eight (8) hour day shift on a nine (9) day fortnight basis. Meal breaks shall be in accordance with those of continuous shift workers and shall be counted as time worked.

5.4. Rest Periods (Ten Hour Break)

The Union and the Company agree that appropriate rest periods should be taken between successive work periods.

Accordingly, the Union, their members and the Company will cooperate in establishing work arrangements which will provide for rest periods of at least 10 hours for shift workers without loss of pay during such absence.

If on the instructions of the Company an employee resumes or continues work without having a 10 hour break the employee shall be paid overtime until being released from duty and the employee shall be entitled to 10 consecutive hours off duty without loss of pay during such absence.

PART 6

LEAVE

6.1. Annual Leave

The underlying entitlement of employees under this Award is the *Annual Holidays Act 1944*, as amended.

- 6.1.1 In addition to the leave hereinbefore prescribed, seven-day shift workers, that is shift workers who are rostered to work regularly on Sundays and holidays, shall be allowed seven consecutive days leave including non-working days.
- 6.1.2 Where an employee with twelve months' service is engaged for part of the twelve-month period as a seven-day shift worker, the employee shall be entitled to have the period of leave prescribed in subclause 6.1.1 of this clause increased by half a day for each month the employee is engaged continuously, as aforesaid.
- 6.1.3 Shift workers on continuous shift shall, during their absence or annual leave, be paid as if at work. The shift penalty (see 4.1 above) is in lieu of a 22½ % annual leave loading.
- 6.1.4 Local arrangements provide for 248 hours annual leave per annum for continuous shift workers.
- 6.1.5 Public holidays will be credited if they fall during the leave period, and the leave will be extended by one day for each Public holiday.

6.2. Sick Leave

- 6.2.1 An employee who is absent from work on account of personal illness or incapacity shall be entitled to leave of absence without deduction of pay subject to the following conditions and limitations:
 - a) The employee shall not be entitled to paid leave of absence for any period in respect of which the employee is entitled to worker's compensation.
 - b) Where practicable the employee shall notify the nominated representative of the Company prior to the commencement of the employee's next period of work, and in any case the employee shall within 24 hours of the commencement of such absence inform the Company of the employee's inability to attend for duty and, as far as practicable, state the nature of the illness or incapacity and the estimated duration of the absence.
 - c) The employee shall prove on account of such illness or incapacity that the employee was unable to attend for duty on the day or days for which sick leave is claimed.
 - d) The employee shall not be entitled in respect of any year of service with the Company to leave in excess of five (5) days in the first year of service and ten (10) days in any subsequent year of service. Provided that sick leave shall accumulate from year to year so that any balance of the period specified herein which has in any year not been allowed to an employee by the Company as paid sick leave may be claimed by the employee and subject to the conditions hereinbefore prescribed shall be allowed by that Company in a subsequent year without diminution of the sick leave prescribed in respect of the year. Provided further that sick leave which accumulates pursuant to this subclause shall be available to the employee for a period of 10 years but no longer from the end of the year in which it accrues.
- 6.2.2 An employee is not entitled to sick leave for more than two absences each of a single day in any one year of service without the production (if requested by the Company) of a certificate, from a qualified medical practitioner. Nothing in this subclause shall limit the Company's rights under paragraph (c) of subclause 6.2.1 hereof.

6.3. Long Service Leave

Employees accrue long service leave at the rate of 520 hours for each ten (10) years of service.

The provisions of the Oil Industry (Long Service Leave) Award 2000 are deemed to regulate long service leave for the purposes of this Award, and in so far as that Award and the *Long Service Leave Act 1955* are inconsistent, the Oil Industry (Long Service Leave) Award 2000 shall prevail.

6.3.1 Long Service Leave Key Entitlements

6.3.1.1 Amount of Leave: After 1 Jan 1985

- a) The amount of long service leave entitlement for an employee who has completed at least ten years service with the Company from 1 January 1985, will be:
 - i) thirteen consecutive weeks' leave for ten years so completed;
 - ii) thirteen consecutive weeks' leave in respect of each ten years' service since the previous long service leave entitlement; and
 - iii) on the termination of the employee's employment, a proportionate amount calculated on the basis of thirteen consecutive weeks' leave for ten years' service, for the number of years served since the previous long service leave entitlement.
- b) In the case of an employee who has completed at least five years' service with the Company, and who is terminated for any cause other than serious or wilful misconduct, the entitlement is based on a proportionate amount of thirteen consecutive weeks' leave for ten years' service.
- c) For continuous shift workers, the entitlement to long service leave is granted in working shifts and not calendar weeks. Therefore the ten year service entitlement to long service leave is not thirteen calendar weeks, but 43.3 12 hour shifts (520 hours).

6.3.1.2 Amount of Leave: Prior 1 January 1985

For an employee who commenced employment prior to 1 January 1985, the amount of long service leave entitlement is the sum of the following:

- a) for service prior to 1 April 1963, thirteen consecutive weeks leave after twenty years' continuous service;
- b) for service between 1 April 1963 and 31 December 1984, thirteen consecutive weeks' leave after fifteen years' continuous service.

6.3.1.3 Payment for Period of Leave or Upon Termination of Employment

Payment on long service leave will be made at the employee's ordinary rate of pay and will include:

Basic Rate;

Shift premia (including Public Holiday Allowance);

Clyde Miscellaneous Allowance;

Flexible Hours Allowance (FHA);

FIT Allowance (if applicable).

6.3.1.4 Taking of Leave

Accrued long service leave may be taken as soon as practicable after the accrual date, having regards to the needs of the Company, or at such times as agreed between the Company and the employee.

Public holidays will be credited if they fall during the leave period, and the leave will be extended by one day for each Public holiday.

6.3.1.5 Granting Leave in Advance

In special circumstances, provided that an employee has completed at least five years' service, the Company may grant long service leave before it has accrued. No further leave entitlement will occur until the next accrued date. If the employee leaves the Company before the leave has accrued, the Company will deduct from final pay the value of any excess leave taken.

6.3.1.6 Payments on Leaving the Company

On the termination of service, any long service leave to which the employee was entitled but has not been taken, shall be paid in line with the Oil Industry (Long Service Leave) Award 2000.

Upon termination of service with the Company long service leave will be paid out as if the employee were at work.

6.4. Bereavement Leave

An employee shall be entitled to a maximum of three days' leave without loss of pay on each occasion and on the production of satisfactory evidence of the death of the employees' husband, wife, father, mother, sister, brother, child, step-child or parents-in-law, grandparents or grandchildren. For the purpose of this clause the words "wife" and "husband" shall include de facto wife or husband or life partner, and the words "father" and "mother" shall include foster father and mother.

6.5. Parental Leave

An employee shall be entitled to Parental Leave as defined in Part 4 of the *Industrial Relations Act 1996*, and granted as per Company Policy documented in the Personnel Policy Manual.

6.6. Personal/Carer's Leave

The provisions as determined by the State Personal/Carer's Leave Case - August 1996 (68 IR 308) and the State Personal/Carer's Case 1998 (Unreported 10 December 1998) are deemed to regulate Personal/carers leave for the purposes of this Award.

6.7. Jury Service

Subject to the production of satisfactory evidence, an employee required to be absent from work due to jury service will be reimbursed by the Company for any loss of wages.

Employees are not expected to attend work on weekends during a period of continuous jury duty where that jury duty bridges any weekend.

6.8. Public Holidays

- 6.8.1 Unless the employee is required to work by the Company, an employee shall be entitled to the following public holidays without deduction of pay: New Year's Day, Australia Day, Good Friday, Easter Monday, Easter Tuesday, Anzac Day, the Queen's Birthday, August Bank Holiday, Eight-hour Day, Christmas Day, Boxing Day, and any other additional day proclaimed as a holiday throughout the State.
- 6.8.2 When Anzac Day falls on a Saturday or a Sunday, the following Monday or the day gazetted by State Government of New South Wales to be observed as the Anzac Day holiday shall be substituted for Anzac Day.
- 6.8.3 An employee called upon to work overtime on any of the holidays above shall be notified the day before and shall be paid triple time for all time worked with a minimum payment of six hours.
- 6.8.4 The rates hereinbefore prescribed in this sub-clause shall, in the case of all shift work, be deemed to include all shift allowances prescribed in Table 1 of this Award.
- 6.8.5 An employee notified to attend for work on a holiday which is not so worked shall be paid at holiday rates for six hours. Provided that this subclause shall not apply where an employee who has already been notified to attend for work is given a minimum of 24 hours' notice that the attendance is not so required.
- 6.8.6 When an employee is absent from work on the working day before or the working day after a public holiday without reasonable excuse or without the consent of the employer, the employee shall not be entitled to payment for such holiday.

PART 7

UNION MATTERS

The parties to this Award recognise that Union membership and employee involvement through their Union provides a positive contribution to effective and productive performance.

The Company recognises the role of the Union in representing employees as well as the need to develop and maintain effective communications.

7.1. Right of Entry

See Chapter 5, Part 7 of the *Industrial Relations Act* 1996.

7.2. Union Delegate

An employee appointed Union Delegate shall upon proper notification by the Union to the Company, be recognised as the accredited representative of the Union and shall be allowed the necessary time during working hours to interview the Company or the Company's representative on matters affecting the employees whom the delegate represents, but the employee must first obtain permission from the supervisor to leave the employee's place of work.

7.3. Notice Board

The Company shall permit the Union to display on notice boards any notice dealing with legitimate Union business, provided that such notice is authenticated by the signature of an accredited representative of the Union.

7.4. Union Business

The ROG will be allowed paid time on 20 working days per annum to attend to union business including but not limited to:

- a) CFMEU Board of Management and Executive;
- b) Australasian Refinery Operatives Committee (AROC);
- c) Trade Union Training Authority (TUTA or its successors) training.

7.5. Union Training

The Company shall provide access to authorised CFMEU training by agreement with the ROG.

7.6. Time in Lieu

Time in Lieu is granted to continuous shift operators (including ROG members) who are rostered off but are required by the Company to attend activities outlined in Table 2 of clause 4.5 of this Award.

Time in lieu will be granted by the Company in six or twelve hour blocks.

7.7. Payroll Deductions

The Company shall, with the employee's consent, deduct union dues from the employees monthly pay and remit such deductions to the Union.

PART 8

GORE BAY TERMINAL OPERATIONS

8.1. Boiler Operation

The boiler will be operated with remote attendance by any ticketed operator from the panel room, and as required, from the boiler house. The current boiler operator will be assigned the following duties:

- routine attendance of the boiler (unattended for up to 20 minutes);
- logging of the boilers and the air compressor;
- water testing;
- loading of the Amorena of normal loads;
- loading of tugs, FSI road wagon or drums;
- tank gauging checks;
- assist the shift in normal operation when required.

8.2. Ship Connections and Disconnections

Ship connections and disconnections employees will be completed by operators within the current crew numbers. An accreditation program to ensure that all operators are fully aware of the requirements for ship connections/disconnections will be required.

8.3. Fourth Operator

The fourth operator, when not covering annual leave, long service leave and training, will cover the following duties:

- casual absences;
- loading navy gas oil to Amorena;

forming part of the hook-up crew when lube oil bunkers are required;

checking the fire system ie. Base foam system with the ESO's, base;

foam valves and pump circulation, and fire boxes;

project work;

wharf watch (refer 8.4 below).

8.4. Wharf Watch

Use of Fourth Operator: whenever possible, wharf watch is to be covered by the fourth operator on shift. This will need to be balanced by other demands on the use of the fourth operator.

Relief Management: to provide relief for the assigned wharf watch operator, an extra operator will be provided for a single six-hour period during day shift. Relief is otherwise to be provided by the on-shift crew, or if a necessarily deemed requirement, an extra operator may be arranged at the Senior Operator's discretion.

Example: if the Amorena requires loading during afternoon shift, it is anticipated that the Senior Operator may arrange an extra operator.

8.5. Shore Officers

Number of Reliefs: three operators will be appointed to provide Shore Officer relief.

Method of Selection: applications will be sought from all current Gore Bay Terminal operators and selected candidates will undergo an interview process. The successful applicants will be chosen on the basis of merit.

Availability: it is expected that the appointees will cover planned absences and those casual absences of 3 days or more, as required.

A minimum of two weeks acting in the Shore Officer role will be essential to ensure the maintenance of necessary skills. The Company will ensure each appointee has appropriate opportunity to fulfil this requirement.

Remuneration: will be in accordance with 8.7 below

8.6. Training and Development

Shore Officer Relief: three appointees will be trained to the Unrestricted classification. This will require completion of a list of training elements. In addition, each appointee would need to attend and successfully complete:

a 5 day introductory course;

at least 7 vessel discharges; and

subsequent courses.

Relief Senior Operator: upon implementation of this agreement two operators will be trained up to the Relief Senior Operator level. A further two operators will be trained subsequently over two years.

Training Standards: training will be conducted in accordance with Refinery protocols.

8.7. Relief Shore Operators

Appointees will receive the following *pensionable allowances:

Period	Weekly Rate \$
- during relief work	110
- remainder of appointment	16

* not an "all purpose" allowance

PART 9**LEAVE RESERVED**

The parties to this Award agree that the following matter will be subject to further discussion during the term of this Award:

Opportunities for Gore Bay employees engaged under this Award to undertake work currently undertaken by Shore Officers will be jointly reviewed by the Union and the Company during the term of this Award.

F. MARKS *J.*

Printed by the authority of the Industrial Registrar.

(1042)

SERIAL C3850**REFINERY OPERATORS SHELL REFINING (AUSTRALIA) PTY LTD
AWARD 2004**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Notification under section 130 by Shell Refining (Australia) Pty Ltd of a dispute with the Construction, Forestry, Mining and Energy Union (New South Wales Branch).

(No. IRC 6097 of 2004)

Before Mr Deputy President Sams

28 October 2004

AWARD**Arrangement**

Clause No. Subject Matter

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PART 1

APPLICATION AND OPERATION OF AWARD

1.1. Definitions

"Company" means - Shell Refining (Australia) Pty Ltd at Clyde Refinery, Granville and at Gore Bay Terminal.

"Continuous shift worker" means - an employee engaged under this Award on a continuous shift roster.

"Day shift worker" is an employee employed under this Award engaged on a nine day fortnight basis attracting shift penalties and other entitlements as if a continuous shift worker.

"First Intervention Team (FIT) member" means - an employee engaged under this Award who volunteers to participate in emergency responses for the term of this Award.

"Operator" means - employees employed as Refinery and Gore Bay Terminal Operators.

"Parties" means - Shell Refining (Australia) Pty Ltd and the Construction, Forestry, Mining and Energy Union (NSW Branch).

"Plant Controller" is a day staff position not subject to this Award.

"ROG" means - Refinery Operator Group represented by duly elected delegates of the union.

"Shift Controller" is a shift staff position not subject to this Award.

"Shore Officer" is a shift staff position at the Gore Bay Terminal.

"Union" means - the Construction, Forestry, Mining and Energy Union (NSW Branch).

1.2. Coverage of Award

This Award binds Shell Refining (Australia) Pty Ltd, the Construction, Forestry, Mining and Energy Union (NSW Branch) and employees of Shell Refining (Australia) Pty Ltd employed at the Clyde Refinery and Gore Bay Terminal as Refinery Operators:

- a) who are members of the CFMEU; and
- b) who are covered by the classifications set out in clauses 3.3 and 3.5 of this Award.

1.3. Commencement Date and Term of Award

1.3.1 This Award rescinds and replaces the Refinery Operators Shell Refining (Australia) Pty Ltd Award 2003 made 9 March 2004 and all variations thereof.

1.3.2 It shall take effect from 1 September 2004 and shall remain in force thereafter until 1 September 2007.

1.3.3 It is a term of this Award that the parties shall make no extra claims unless pursued under the mechanisms provided for within this Award.

1.4. Review of Award

1.4.1 Not later than 30 May 2007 negotiations will commence for the renewal or otherwise of this Award.

1.5. Anti-Discrimination

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

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

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

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

- a) any conduct or act which is specifically exempted from anti- discrimination legislation;
- b) offering or providing junior rates of pay to persons under 21 years of age;

- c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
- d) a party to this Award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.

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

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."

PART 2

CONSULTATION AND DISPUTE RESOLUTION

2.1. Ongoing Consultation With the Refinery Operators Group on Matters of Mutual Interest

With the object of strengthening relationships and improving outcomes in the workplace, the following provisions on recognition, communication and consultation have been agreed to.

The CFMEU Refinery Operators Group (ROG) Committee, comprising a maximum of twelve delegates, is recognised as representatives of the Refinery Operators. The ROG Committee will meet the Company on a needs basis (normally monthly). Meetings will be held in an efficient way, due regard being had to all the demands on the parties' time.

Compensation to Delegates for attending these meetings, who are not rostered at the time of the meeting, will be in accordance with Clause 7.6 Time in Lieu of this Award. Delegates who are rostered on at the time of scheduled meetings will be released to enable attendance where suitable coverage is achieved and shall not be entitled to Time in Lieu.

At the meetings (and in other forums if the parties agree that this would be appropriate), the parties will consult on matters of mutual interest such as -

- work organisation;
- manning issues for minor and major turnarounds;
- continuous improvement;
- work-life balance issues;
- the introduction and operation of new plant and equipment;
- the site's Operator People Plan;
- any unresolved industrial issues;
- any other changes to the business that will have a significant direct impact on the workforce.

In respect of the Operator People Plan, the parties will discuss approximately every six months the sparing requirements for the site, taking into account the following:

- leave balances and needs (annual, sick, and/or long service leave);
- long term illness cases;
- imminent departures (including resignation or retirement);
- age and experience profiles;
- special assignments or Company initiatives;
- overtime levels; and
- succession planning.

Information will also be shared and discussions held on strategic issues including but not limited to:

- future directions of the Company;
- Company results;
- forthcoming projects;
- Refinery Management Team (RMT) matters;
- CFMEU matters; and
- Matters arising from Australasian Refinery Operatives Committee (AROC).

2.1.1 Consultation process

The Parties will

- aim to achieve consensus on matters over which consultation occurs;
- share where practical information relevant to the matter under discussion, subject to commercial confidentiality and privacy considerations;
- allow each other the opportunity to express their views and to contribute in a timely fashion to the resolution of workplace change matters;
- be prepared to put forward considered views in respect of desired improvements and alternatives as to how such improvements could be achieved;
- assess issues against criteria such as SELL i.e. "Is it safe, efficient, logical and legal (SELL)?";
- and
- allow the views of all to be valued and taken into account.

2.1.2 Reservation of rights

The consultation process provided for here is not intended to alter or diminish any rights or conditions of service that a party enjoys under the Award, unless the parties consent to such a change and the Award is duly varied.

The parties' rights under Clause 2.2 Dispute and Grievance Procedure of this Award in the event of any dispute that may arise in the course of consultations are reserved.

2.2. Dispute and Grievance Procedure

Subject to the *Industrial Relations Act* 1996 or any Act replacing that Act, any dispute or claim (whether any such dispute or claim arises out of the operation of this Award or not) as to the wages and/or conditions of employment of any employee with regard to whom the Company is bound by this Award and/or as to any other industrial matter pertaining to the relations of the Company (to whom this Award applies) with employees (with regard to whom the Company is so bound) shall be settled in the undermentioned manner:

- 2.1.1 The matter shall be first discussed between the employee concerned and the immediate supervisor.
- 2.2.2 If not settled within a reasonable period of time, for example, 7 days, the matter shall be further discussed between the employee, the Union delegate and the employee's immediate supervisor.
- 2.2.3 If not settled the matter shall be further discussed between the Union delegate and the Human Resources Department representative of the Company. For matters of a serious nature, a Refinery Operators Group (ROG) meeting may be convened by either party within seven days of settlement not being reached.
- 2.2.4 If not settled, the matter shall be further discussed between the Union official, the ROG and the Company.
- 2.2.5 If the matter is still not settled, it shall be submitted to the Industrial Relations Commission of New South Wales and its decision shall be final and shall be accepted by the parties.

It is the intention of the parties that when the disputes procedure is invoked the matter in dispute will be dealt with expeditiously and until the matter is determined, work shall continue normally. Where it is agreed between the parties that there is an existing custom, work shall continue in accordance with that custom, but where there is no agreement as to custom, the Company's direction shall be accepted. No party shall be prejudiced as to final settlement by the continuance of work in accordance with this subclause.

PART 3

EMPLOYMENT RELATIONSHIP AND DUTIES

3.1. Contract of Employment

- 3.1.1 To become entitled to payment in accordance with this Award an employee shall perform such work as the Company shall, from time to time, require on the days and during the hours usually worked by the class of employees affected.
- 3.1.2 An employee not attending for duty shall lose pay for the actual time of such non-attendance except where such absence is authorised.
- 3.1.3 Employment shall be terminated by a month's notice on either side, given at any time during the month, or by the payment or forfeiture of a month's wages, as the case may be. This shall not affect the right of the Company to dismiss any employee without notice for neglect of duty or misconduct, and in such cases wages shall be paid up to the time of dismissal only.
- 3.1.4 It is a term and condition of employment and of the obligations and rights accruing under this Award that an employee shall:
 - a) comply with the orders of the Company to work reasonable overtime at any time during the seven days of the week at the appropriate remuneration prescribed herein, provided that the question of what is reasonable overtime shall be determined in relation to the individual employee concerned, having regard to the particular circumstances at the time of the order by the Company;
 - b) use the appropriate protective clothing and equipment provided by the Company for specific circumstances;

- c) comply with the Company's directions to carry out work required for the safety of personnel, equipment and product;
- d) become and remain the holder of any certificates at Company expense which are required by law to be held by a person performing the duties which the Company allocates to the employee from time to time;
- e) undertake responsibilities associated with first aid and emergency response activities as agreed between the parties which are fully comprehended in the wage rates provided in Table 1 of the Award. All Operators will maintain current first aid qualifications at Company expense.

3.1.5 Probation Period

A new employee shall be regarded as probationary for the first three months of their engagement. After an assessment of the employee by the Company during the three months, the employee may be:

- a) required to complete the probationary period and then confirmed in the position for which the employee was engaged;
- b) confirmed in the position for which the employee was engaged;
- c) given notice of termination of service in accordance with Clause 3.1.3;
- d) prior to any notice being given to a probationary employee the Company shall discuss the matter with the employee and a ROG/CFMEU representative and determine whether a further period of probation is appropriate.

3.1.6 Refinery/Gore Bay Terminal Operator Statement of Principle

Assignment by supervisors of tasks not associated with the prime operating job in any particular circumstances will be limited naturally by the following criteria:

- a) they will be associated with the process to which the Operator is engaged;
- b) they will be capable of being completed within a relatively short time or of being interrupted or left unattended so as not to distract the Operator from their prime functions;
- c) if tools are involved, these will be simple in their utilisation and the task will be relatively simple and within the ability of the Operator;
- d) in the assignment of these tasks, an attempt will be made to achieve what is reasonable and a common sense attitude should prevail. Factors requiring consideration would include, for example:
 - i) the time available for the performance of the task;
 - ii) the Operator's ability to perform the tasks;
 - iii) the availability of the equipment appropriate to the performance of the task.

3.2. Process Maintenance and Associated Matters

3.2.1 Process Maintenance

The functions and responsibilities of all operators include the clean, safe and effective operation at all times of refining plant and associated equipment; the evaluation of equipment performance and process conditions; the execution of running adjustments and minor repairs consistent with safe and effective operation; the preparation (including the proper isolation) of equipment for maintenance; the use of hand tools (such as spanners, wheel keys, wrenches and screw drivers) and of appliances (such as gas testing

and laboratory testing equipment, portable thermometers) as may be necessary or incidental to the performance of operating functions.

Without limiting the generality of the foregoing, repairs and adjustments involving use of hand tools, will include the following:

- a) remove and replace small valves, plugs and fittings as used for bleeds, drains, vents and sample connections. (Spades not included);
- b) connect/disconnect flexible hoses for use in cleaning, smothering leaks and heating lines;
- c) connect/disconnect fittings to educt chemicals from containers;
- d) connect/disconnect hoses on lube oil dispensing bars;
- e) remove insulation to expose leaks, drains where easily accessible and removable;
- f) remove and replace pressure gauges;
- g) monitor, drain and change oil in equipment as required;
- h) adjust and lubricate glands on valves, cocks;
- i) connect/disconnect screwed piping and standard fittings for temporary situations such as venting, draining and steaming out arrangements. Dismantle simple screwed piping. (Operators will not thread pipe);
- j) open, clean and/or replace filters and screens in pipelines and equipment, up to 4" diameter. Replace filters in lines greater than 4" diameter, where fitted with V-lok closures;
- k) tighten swagelok fittings on pipelines and equipment;
- l) isolate streams and/or equipment by removing/replacing caps, plugs and blanks on equipment and piping of diameters of up to and including 4";
- m) connect/disconnect gas cylinder to manifolds;
- n) in an emergency, take reasonable action necessary to protect personnel, plant, equipment and product (eg. fit pipe clamps on leaks); and
- o) perform any other similar task not involving the application of the general trade experience of recognised tradesmen.

3.2.2 Illustrative Examples of Associated Tasks

- a) Use chemical, mechanical or steam cleaning devices as necessary.
- b) Install stick-on signs or stencil information on pipelines and equipment.
- c) Operate assigned vehicles and mobile equipment.
- d) Connect/disconnect hoses to equipment (eg. pumps, compressors) and delivery vehicles.
- e) Rack up all types of hoses used in the performance of associated tasks.
- f) Connect portable electric leads as required.
- g) Attend to all equipment lubrication and lubricating devices, grease valves and cocks, clean lube oil centrifuges, filters.

- h) Clean plugged or fouled pipelines, drains by:
 - i) wrapping with steam hoses;
 - ii) adding detergent or chemicals; and
 - iii) mechanical rodding in simple cases.
- i) Where easily accessible and on a "first aid" basis, apply "band aid" devices to leaks.
- j) After appropriate training, use explosimeters as an additional safety aid and as supplementary to existing procedures.
- k) Generally taking such reasonable action as may be necessary to make a plant area safe, eg. erecting a simple barrier.
- l) On plant plots, handle and store materials and/or chemicals.
- m) Use installed or other lifting devices as are available to aid the performance of a Refinery Operator's duties.

3.2.3 Team Concept of Operation

- a) It is accepted that an operator(s) on shift will assist outside their assigned area of designated responsibility (workload permitting) if they have the knowledge, ability and experience of the plant in question, however, the following guidelines will apply:

the operators primary responsibility is to the plant area they have been assigned to;

that the particular jobs that are assigned to them outside their designated area (plant) can be left at any time to return to their designated area (plant), should the operational need arise;

Senior Operators will allocate operators to areas (plants) as required. This will require judgement by the Senior Operator as to priorities, planning and the use of available resources; and

where a call in may be required, the Senior Operator should consult with the Shift Controller to ensure that both the Shift Controller and the Senior Operator have all the required information to make an optimum decision with respect to resource allocation.

- b) Laboratory Testing - Operators to perform testing on plants in addition to tests performed currently:

Distillation;

Specific Gravity;

Boiler Chemistry;

Cloud Point;

Colour;

Viscosity;

RSH;

Titration.

3.3. Refinery Operator Classifications

3.3.1 General Description

a) Senior Operator

An employee appointed as such by the Company who is qualified, capable and willing to perform all operator duties on an assigned complex and is responsible for safely and efficiently controlling such complex under the general supervision of a Shift Controller.

b) Relief Senior Operator

An employee appointed as such by the Company who is qualified, capable and willing to perform safely and efficiently any duties associated with the process or equipment on an assigned complex as required by a Senior Operator or Shift Controller under general supervision as necessary.

The Relief Senior Operator is to relieve the Senior Operator as required.

c) Rover

An employee appointed as such by the Company who is qualified, capable and willing to perform safely and efficiently any duties associated with the process or equipment on an assigned complex as required by a Senior Operator or Shift Controller under general supervision as necessary.

d) Panel Operator

An employee appointed to the position who is qualified and capable of carrying out the operation of a panel/s within the section. Panel operators can operate a designated panel/s within operations.

e.g.	Process West	Panel 1 (utilities) Panel 2 (CDU)
	Process East	Panel (CCU) Day Panel

e) Day Liaison Operator (DLO)

The DLO provides extra resources during day work hours in the nominated Plant areas/complex.

The DLO will be required to handle the maintenance co-ordination and priority setting for day-to-day maintenance work, in conjunction with the Senior Operator, Shift Controller and/or Plant Controller in addition to performing operational duties.

The DLO will work a 9-day fortnight and follow the pattern of maintenance crews on particular plants. The DLO will not provide absentee coverage for shift crews except at the discretion of the Shift Controller in emergency situations

The appointed DLO will be a minimum category level 5 position as per clause 3.5 Category Structure of this Award i.e. they must be accredited in all outside operating positions on applicable Plant areas/complex.

The DLO will be required to rotate with other positions with an incumbent performing this role for approximately 6 - 18 months or another mutually agreed period. Nominations for the position will be called for; if no nominations are forthcoming the position will be filled by selection of the Company on a roster arrangement.

f) Panel Component Operator

An employee working under the supervision of a Shift Controller, Senior Operator or Rover, who is qualified, capable and willing to perform safely and efficiently such duties as are required by the Company associated with the process or equipment on an assigned complex.

g) Plant Operator

An employee who is qualified, capable and willing to perform safely and efficiently any duties associated with the process or equipment on an assigned complex as required by a Senior Operator or Shift Controller under general supervision as necessary

h) Trainee Operator

An employee undergoing the necessary orientation and training to enable safe and efficient performance as an operator.

3.3.2 Duties and Responsibilities

The following lists summarise the duties and responsibilities of operators. These duties and responsibilities include but are not limited to the items listed.

a) Common Duties & Responsibilities:

- i) Safe, clean and effective operation at all times of refining plant and associated equipment and according to instructions issued by the Company through its supervisors.
- ii) Evaluation and reporting (verbally, written and through computer) of equipment performance and process conditions.
- iii) Execution of running adjustments and minor repairs consistent with safe and effective operation.
- iv) The preparation and isolation of equipment for maintenance.
- v) The use of hand tools and equipment as necessary or incidental to the proper performance of operating functions. This will include spanners, wheel keys, wrenches and screw drivers, motor vehicles, forklift trucks, gas testing and laboratory testing equipment, portable thermometers. The repairs and adjustments which operators, using hand tools may make are set out in 3.2.1 above. For guidance, illustrative examples of associated tasks are set out in 3.2.2 above.
- vi) Is required to be familiar with all manuals, instructions and schedules associated with safety, operating and training relevant to the complex.
- vii) Is responsible for ensuring the safe operation of the assigned area including the conduct of visitors to the plant and contractors working in the area.
- viii) Is required to relieve in lower category jobs commensurate with knowledge, ability and experience and expected to undertake training as necessary to perform the duties as assigned by the Company commensurate with knowledge, ability and experience.
- ix) Perform sampling and testing of process variables and equipment.
- x) Minor administration tasks related to the job will be carried out as necessary.

- xi) Write, review and amend procedures where appropriate.

Operators will carry out these duties in accordance with the guidelines agreed by the parties.

NOTE: Procedure writing by "special duties" Operators (as the sparing ratio allows) should not cause shift Operators to cover this position with unreasonable levels of overtime.

- xii) Operators will obtain the necessary WorkCover tickets stipulated in WorkCover regulations and as required by the Company.

For the term of the Award all refinery F.I.T. members can obtain a Heavy Rigid Truck Licence (NSW RTA). Gore Bay operators will obtain a Limited Coxswains ticket.

- xiii) Laboratory testing will be carried out and the team support concept of operation will apply as specified in Clause 3.2.3(b)above.

- xiv) Write, review and issue increased hazard permits.

- xv) Actively participate on shift in

Job Safety Analysis (JSA);

Hazardous Operability Study (HAZOP);

Pre Incident Plans (PIP) (primarily on FIT training);

Asset Improvement Team (AIT); and

Walk and Talks (including an Operator specific Walk and Talk programme).

b) Plant Operator:

- i) Is responsible to the senior operator on the complex for all aspects of the operation of the plant to which the operator is assigned. Carries out the instructions of Senior Operator and Rover as required.
- ii) Liaises closely with panel operators on all aspects of the control of the process/plant as required.
- iii) Performs process monitoring and process stream sampling as required.
- iv) Is required to have full knowledge of and be willing to relieve in all lower category jobs on the complex.
- v) Is aware of the requirement to operate to maximise yields and minimise fuel costs within the constraints of product specification.
- vi) Participates in and trains other operators and trainees, commensurate with knowledge, ability and experience.

c) Panel Component Operator:

- i) Carries out the instructions of senior operators or panel operators as required.
- ii) Is required to have full knowledge of and be willing to relieve in all lower category jobs on the complex.

- iii) Participates in and trains other operators, and trainees, commensurate with knowledge ability and experience.
- iv) Monitors performance/operation of equipment via the ICS screens, and liaise with the panel operator or senior operator as required.
- d) Panel Operator:
 - i) Co-ordinates the work of other operators on the complex.
 - ii) Controls the process through such means as are provided to produce products within specification limits whilst maximising yields and minimising fuel costs.
 - iii) Carries out the instructions of Senior Operators as required.
 - iv) Is required to have full knowledge of and be willing to relieve in all lower category jobs on the complex.
 - v) Participates in and trains other operators, and trainees, commensurate with knowledge ability and experience.
- e) Rover:
 - i) Co-ordinates the work of other operators on the complex.
 - ii) Controls the process through such means as are provided to produce products within specification limits whilst maximising yields and minimising fuel costs.
 - iii) Carries out the instructions of Senior Operators as required.
 - iv) Is required to have full knowledge of and be willing to relieve in all lower category jobs on the complex.
 - v) Participates in and trains other operators, and trainees, commensurate with knowledge ability and experience.
- f) Relief Senior Operator:
 - i) Co-ordinates the work of other operators on the complex.
 - ii) Controls the process through such means as are provided to produce products within specification limits whilst maximising yields and minimising fuel costs.
 - iii) Carries out the instructions of Senior Operators as required.
 - iv) Is required to have full knowledge of and be willing to relieve in all lower category jobs on the complex.
 - v) Participates in and trains other operators, and trainees, commensurate with knowledge ability and experience.
 - vi) Relieve the appointed Senior Operator when required.
- g) Senior Operator:
 - i) Directs and coordinates the work of other operators on the complex.
 - ii) Interprets, comments on and carries out the instructions of the Shift Controller.

- iii) Monitors the safety and efficiency of operation, quality of products and ensures reporting and sampling are carried out as required.
- iv) Administers operator overtime and leave.
- v) Liaises with other units and complexes as required.
- vi) Is required to follow and to have full knowledge of all manuals, instructions and schedules associated with safety, operating and training relevant to the complex.
- vii) Ensures that the operators on the shift are fully trained by administering training and reporting to the appropriate staff supervisor the future requirements of the shift.
- viii) Requisitions and accounts for all necessary process, operational and administrative materials as required.
- ix) Ensures that plant and flare surveys are carried out as required.
- x) Provides assistance, advice and support to operators on the shift as necessary.
- xi) Ensures that plant safety equipment is checked regularly and any repairs, reordering or maintenance is performed.
- xii) Assists in the co-ordination and planning of plant safety meetings.
- xiii) Is expected to attend senior operator meetings for the complex.

3.4. Operator Job Training

3.4.1 Aim

To provide an Operator training in the skills and knowledge necessary to safely, competently and efficiently operate a section of the Refinery with little to no assistance or supervision.

In accordance with Part 9 Leave Reserved of this Award, the parties agree that the training of Operators requires continuous improvement during the life of the Award.

3.4.2 Scope

The Operator job training will consist of a combination of theory and practical skills. The theoretical training will consist of a number of modules on general topics e.g. H2S safety, HF acid, distillation and those which are specifically job related e.g. pollution control, emergency procedures etc. The theoretical and practical job training will be structured in that the operator will be required to demonstrate and complete a number of tasks under supervision. Many of the tasks associated with a particular job will be developed "on the job" by peer training.

3.4.3 Training

The practical training will be carried out on shift and be conducted by an experienced Operator on shift under the general supervision of the Shift Senior Operator. The Operator conducting the training on shift must have completed a job assessment in the position for which the training is being conducted. The scope of the job being learnt and the experience of the Trainee will determine the period of being doubled up with the Operator training him/her. An operator must successfully complete job assessment in one job before moving on to another.

3.4.4 Time frame for Training

In most cases it will be 168 hours doubled up although this may be extended dependant on individual requirements. It is important that during the 168 hours that continuity of training be maintained as far as possible but could be broken if needed to cover some short absence. However that time would be added onto the Operator's time of training.

A further period of consolidation of up to 560 hours where the Operator will carry out the duties of the job under the supervision of the Senior Operator only (This period will be referred to as going "solo"). During this period the Operator will be progressively assessed in all tasks and skills related to the position. This latter period is discretionary and is dependant on the experience, ability and confidence of the Operator.

3.4.5 Process

The shift Senior Operator should nominate the Operator/s for training and should prepare a 12 month plan and discuss the shift training with the Shift Controller and the Plant Controller. Prospective Trainee's should be made aware of future training plans relating to themselves.

3.4.6 Job Knowledge Assessment

At the completion of the going "solo" period the Operator should have signed each page of the Tasks and Skills booklet indicating that they consider themselves able to perform the duties relevant to the job competently and safely. The Senior Operator will discuss and agree or not that they are satisfied with the operators knowledge or whether further training is required by going through the Tasks and Skills book. In order to ensure equivalent standards are applied across all shifts, the Plant Controller will carry out a final assessment. The final assessment is not expected to be an in-depth evaluation of the Operator's knowledge but rather confirmation that the training and evaluation process has achieved its aims. When the assessment has been successful the Plant Controller will initiate the relevant paperwork and forward it to the Pay Office and the Shift Controller.

3.5. Category Structure

PROCESS EAST	PROCESS WEST	MOVEMENTS	GORE BAY	LEVEL
Senior Operator	Senior Operator	Senior Operator	Senior Operator	9
				8
Relief Senior Operator	Relief Senior Operator	Relief Senior Operator	Relief Senior Operator	7
				6
Rover/CCU Panel	Rover/CDU/Utes Panel Operator		Rover	5
Panel Component	Panel Component (Plat. 3 Outside Position) + 1 additional Process Outside Position	Panel Component		4
1 additional Process Outside Job + PH2	1 Additional Process Outside Jobs + PH1	CDU & LPG Outside Jobs	Term Operator/Boilers	3
2 Process Outside Jobs	2 Process Outside Job	2 Movements Outside	Shipping/Wharf	2
Trainee	Trainee	Trainee	Trainee	1

The requirements for progression through the classification structure shall be:

LEVEL	PROGRESSION EAST	PROGRESSION WEST	PROGRESSION MOVEMENTS	PROGRESSION GORE BAY
1	Commencement	Commencement	Commencement	Commencement
2	Must complete job assessment on two PE outside positions.	Must complete job assessment on two PW outside positions.	Must complete job assessment on two Movements outside positions.	Must complete job assessment on Shipping/Wharf position.
3	Must complete job assessment on three PE outside positions and PH2 position. A two year minimum experience applies. Note: Job assessment on Alkylation outside position must be completed before Panel Component training can commence.	Must complete job assessment on three PW outside positions and PH1 position. A two year minimum experience applies. Note: Job assessment on Platformer outside position must be completed before Panel Component training can commence.	Must complete job assessment on two Movements outside positions and + CDU and LPG outside jobs. A two year minimum experience applies. Note: Job assessment on all Movements outside positions must be completed before Panel Component assessment can commence.	Must complete job assessment for Terminal Operator/ Boilers position.
4	Must complete job assessment on all PE outside positions, PH2 outside position and Panel Component position.	Must complete job assessment on all PW outside positions, PH1 outside position and Panel Component position.	Must complete job assessment on all Movements outside positions, + CDU and LPG outside jobs & Panel Component position.	Must complete job assessment for Rover position.
5	BY APPOINTMENT Must complete job assessment on all PE outside positions, PH2 outside position, Panel Component position and CCU Panel position. A four year minimum experience applies.	BY APPOINTMENT Must complete job assessment on all PW outside positions, PH1 outside position, Panel Component position and one Panel position (CDU or Utes). A four year minimum experience applies.		
6/7/8/9	BY APPOINTMENT Must complete job assessment on all lower level position and acting Senior Operator position.	BY APPOINTMENT Must complete job assessment on all lower level position and acting Senior Operator position.	BY APPOINTMENT Must complete job assessment on all lower level position and acting Senior Operator position.	BY APPOINTMENT Must complete job assessment on all lower level position and acting Senior Operator position.

Explanatory Notes

1. The nominated Senior Operator will be expected to fulfil the duties of the Senior Operator at all times other than when absent from the shift eg. annual leave, sickness, etc, refresher training on the panel or when a training acting senior operator is consolidating in the position. During the nominated Senior Operators absence any relief senior operator acting in the Senior Operator position will be paid at acting senior operator rates.

Senior Operators will be offered the opportunity of obtaining Certificate IV Workplace Training and Assessment training at the Company's expense for the life of the Award.

2. Where there is more than one relief Senior Operator on a given shift, the relief senior operator who covers the majority of the incumbent senior operator's rostered absence (i.e. annual leave, refresher training) will be paid acting Senior Operator rates for their own annual leave in that calendar year.
3. Only one relief Senior Operator on any given plant/shift will be paid acting Senior Operator rates on their annual leave in any given calendar year.
4. Operators move upwards in category level based on all job assessments completed at present level, experience level and first job completed at higher level. Once operators move to a higher level they must complete training/job assessment in all jobs at the new level.
5. Progression through refinery outside positions, i.e. level 2 and level 3, does not require jobs to be learnt in any specific order, as number of jobs learnt and experience determines level movement, not what jobs are learnt. Plant operators progressing through level 3 jobs must learn one Movements job. Movements operators progressing through levels 3 must learn at least two process jobs.

CCU - alkylation position must be learnt before panel component

Process West - Platformer position must be learnt before panel component.

Movements - Movements outside jobs must be completed before panel component. assessment.

Operators employed as at 1st July 2000 will not have their progression delayed because of a lack of opportunity to undertake cross plant training. New employees will be subject to the cross plant training requirements outlined above.

6. Cross operator exchange, i.e. Movements to Process East/Process West, Process East to Movements, Process West to Movements, may be carried out to cover:

emergency situations;

annual/long service leave;

training.

7. Movements operators trained in process plant position/s must spend approximately three months each year on process plant/s to maintain skill level.
8. Cross plant training for existing operators will progress on a limited "needs only" basis. All new operators will be required to train in all jobs as per level structure.
9. Any operator who has concerns about his/her ability to undertake cross plant training can request an exemption from their Shift and/or Plant Controller. It should be noted however that the minimum levels of cross plant training must be maintained and are as follows

at least two (2) Operators per shift and spares from both Process West and Process East to learn/be competent in one Movements job;

two (2) Operators per shift and spares in Movements to learn/be competent in one position in both Process West and Process East.

10. Appointment to the positions of panel operator on the process plants and relief senior operator on all plants will be at the discretion of management premised on a needs basis.

These positions will be advertised.

The Company commits to a minimum of two (2) Relief Senior Operators on each shift at Gore Bay and Movements and three (3) Relief Senior Operators on Process East and West per shift, provided:

- a) those operators to be trained have the necessary capabilities and competencies as set out in Clause 3.3 of this Award; and
 - b) Where a Relief Senior Operator is appointed by the Company as the DLO on a plant / complex, this shall be counted as a Relief Senior Operator for the above purposes
11. The minimum experience guideline may in certain cases be put aside at the discretion of the Company.
 12. An Operator shall be eligible for appointment to the next designated position on the plant to which the employee is assigned:
 - a) when the operator has demonstrated to the satisfaction of the Company that the employee has the ability, knowledge, skills and qualifications and is willing to perform all operator jobs on the assigned plant or complex;
 - b) has obtained the knowledge, skills and qualifications necessary to perform the next designated position;
 - c) is willing, commensurate with ability, to obtain the knowledge, skills and qualifications necessary to be eligible for appointment to all higher category positions.

PART 4

ANNUALISED SALARY AND RELATED MATTERS

4.1. Annualised Salary (Wages)

Any employee of a classification as set out in Clause 3.5 of this Award, shall be paid per month the wage assigned to that classification contained in Table 1 of this Award. The rates of pay recognise the total scope of work performed by operators (including first aid, emergency response, and fire control activities) at the making of this Award. The annualised salary is defined to include the following components:

Base Rate - standard pay for a 35 hour week.

Shift penalty - 41.86% of base rate (incorporating a public holiday allowance of 7.1%).

Flexible Hours Allowance - 3 hours per week at overtime (double time) rates (see Clause 4.5 below).

Clyde Miscellaneous Allowance - replacing previously paid allowances for meals, telephone, travel time and use of own car (except for Gore Bay operators required to travel between Gore Bay and Clyde Refinery). See Clause 4.1.2 Allowances and 4.6 Clyde Miscellaneous Allowance below.

First Intervention Team Allowance (if applicable) - See Clause 4.7 First Intervention Team Allowance below.

4.1.1 Wage Rates

The base wage rates (\$ per annum) to be paid under this Award are listed in Table 1 below.

Table - 1

Category/Date	Commencement Of Award \$	1 September2005 \$	1 September2006 \$
1	37,711	39,219	40,788
2	49,037	50,998	53,038

3	51,884	53,959	56,117
4	53,148	55,274	57,485
5	57,262	59,552	61,934
6	58,654	61,000	63,440
7	59,477	61,856	64,330
8	62,070	64,553	67,135
9	63,399	65,935	68,572

4.1.2 Allowances

Change of shift allowance - Twelve (12) hours at single time.

Shift Premium (including Public Holiday premia) - 41.86% of base wage.

Clyde Miscellaneous Allowance - will be paid at the rate of \$2190; increasing to \$2278 effective as of 1 September 2005; \$2369 effective as of 1 September 2006 ; and will be increased by the same percentage movements as the base wage thereafter.

Flexible Hours Allowance - 3 hours per week at overtime (double time) rate.

First Intervention Team (FIT) Allowance - \$3000 per annum see 4.7 First Intervention Team Allowance below.

4.2. Superannuation Treatment of Annualised Salary

The annualised salary will be treated in the following manner for superannuation purposes:

Base salary - retrospectively pensionable;

Shift penalty - prospectively pensionable;

Flexible Hours Allowance - prospectively pensionable;

Clyde Miscellaneous Allowance - retrospectively pensionable;

Overtime Payments - not pensionable;

FIT Allowance (if applicable) - not pensionable.

For the purposes of this clause "retrospectively pensionable" means - commencing from the date the employee joined the superannuation fund and for any periods of service bought back by the employee.

For the purposes of this clause "prospectively pensionable" means - for all periods that the relevant allowance was paid to the employee.

4.3. Payment of Wages

4.3.1 Wages and allowances shall be paid monthly by electronic funds transfer into a bank account nominated by the employee. In the event of a failure in the banking system causing late lodgement of payment to an employee's financial institution account, payment will be effected by cash, cheque or electronic funds transfer in accordance with arrangements made locally.

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

4.3.3 It shall be a full discharge of the obligations and rights accruing from week to week under Clause 5.2, Rosters, to average over a full shift cycle the payments accruing from shift work to a shift worker. This provision shall apply even if a shift worker fails for any reason to work a full shift cycle.

4.3.4 During the term of this Award the Company undertakes to continue payment of wages on the 20th of each month.

4.4. Overtime

All overtime will be paid at the rate of double time.

Overtime will be for a minimum of six hours.

Overtime worked on designated public holidays will be paid at the rate of triple time.

4.5. Flexible Hours Allowance

The Flexible Hours Allowance (FHA) is set at three (3) hours per week at overtime rates. The FHA is not to be viewed as a bank of hours which has to be all worked.

The FHA covers the following items:

those agreed items in Table 2 below;

casual absences of up to and including four (4) consecutive 12 hour shifts due to illness, injury, jury duty, bereavement leave, PERFA and parental leave; and

plant restarts of up to and including four (4) consecutive 12 hour shifts.

If a casual absence continues for a period of over four shifts on consecutive days all operators involved in using FHA will be paid overtime back to the start of the absence.

"Consecutive" is defined as including an absence that extends across a shift break where that absence is covered by medical certificate/s.

If a plant restart continues for a period of over 48 consecutive hours all operators involved in using FHA will be paid overtime back to the start of the plant restart period.

The operation of the FHA will be reviewed by a Monitoring Committee on a monthly basis for the term of this Award.

Overtime hours should be used in the following circumstances:

- a) shortfalls in the roster that are the result of Company agreed annual leave, long service leave or Operators assigned to special projects;
- b) shortfalls in the roster that are the result of structural cross plant training, training necessary for restructuring or Company initiated category progression training;
- c) light duties (inability to fulfil any normal duties);
- d) study leave (for current students) and where such leave is granted by the Company in the future;
- e) defence training;
- f) bush fire brigade (voluntary) absences for fire fighting;
- g) sporting leave (including the Zaaire Cup). This leave is not often used and will be granted at the discretion of the Company and if agreed overtime will be paid;
- h) sickness that results in continuous on/off absence from work or for regular ongoing treatment; and
- i) restricted duties (i.e. time or function limited duties).

Table 2 - Agreed Items under the Clyde Flexible Hours Allowance (FHA)

	INCLUDED	EXCLUDED
All Areas	Operator caught back awaiting relief on shift Short term operational tasks previously requiring an extra man	Minor and major programmed shutdowns Special Projects Union time defined as Pre-ROG meetings, Company/ROG meetings and relevant Award provisions Time in Lieu OH &S defined as monthly HSE meetings Company initiated meetings
Process East	Poly reactors loading CCU Catalyst unloading to tankers SRU startups "Golden" valves Trip checks	Skid tanker (HF)
Process West	T/A's HVU/Panel on startups "Golden" valves	
Gore Bay	Hose changes (shipping) Meal relief after hours (Amorena) Tank dipping (enraf failure)	Shipping wharf cover Shipping hookups Company initiated medicals
Movements*	Process water tank drainage OMOSS System	EBARA pumps Pollution control Retention basin (subject to EPA determination) Diesel pump Tank water draining other than process water
		Flow on work from shutdowns Tank coming "OOS"

*It is agreed by the parties to this Award that every endeavour must be made to complete tasks with normal shift crewing. Additional operators to carry out tasks can only be authorised by the Shift Controller in conjunction with the Senior Operator and when this occurs overtime will be paid (refer Clause 3.2.3 above).

4.6. Clyde Miscellaneous Allowance

The Clyde Miscellaneous Allowance will be paid at the rate specified in clause 4.1.2 Allowances of this Award.

A meal money provision of \$579.80 (65 Meals x \$8.92) per annum is incorporated in this allowance.

4.7. First Intervention Team Allowance

A First Intervention Team (FIT) Allowance of \$3000 per annum will be paid for eligible employees.

All Gore Bay Operators will be members of the FIT except where special personal circumstances exist.

The FIT will be established on the following basis:

A target of 70 volunteer Operator members will be required across the Clyde site. At all times the FIT compliment is to be a minimum of 60 Operators. At the Clyde site, between 12-14 FIT members are required per shift;

It is a condition of employment that all Operators employed on or after 1st October 2004 can be directed by the Company to be on the FIT when the volunteer compliment falls below the minimum of 60 members;

A minimum of 6 FIT members will respond to emergencies at the Clyde site;

A Leader shall be appointed by the Incident Commander from the FIT on an as needs basis;

all FIT members are required to have current medicals;

FIT members will be required to remain part of the FIT for the term of this Award;

individual bunker gear will be supplied to FIT members at the Clyde site. Individual life vests will be supplied to Gore Bay FIT members;

The parties agree that FIT members will not be required to respond to activities outside the Clyde site and/or confined space rescues; and

For the life of the Award training for FIT members will be on the basis of a minimum 2 x 12 hour days at overtime rates during the year of attendance at the Advanced Fire training course. The alternate year will consist of a minimum of 3 x 12 hour days at overtime rates.

4.8. Mixed Functions

An employee engaged on any shift, on work carrying a higher rate than the employee's ordinary classification shall be paid the higher rate for the whole of the employee's ordinary working hours on that day or shift.

4.9. Transport of Employees

When an employee, after having worked overtime, or a shift for which the employee has not been rostered, finishes work at a time when the employee's normal means of transport or reasonable means of public transport are not available, the Company shall provide the employee with transport to the employee's home and return, or pay the employee at the employee's ordinary-time rates for the time reasonably occupied in reaching his/her home.

4.10. Day Shiftworkers

A Day Shiftworker (including new Operators undertaking their initial training) shall be paid shift penalties and other entitlements as if a continuous shiftworker (see 5.3 below).

PART 5

HOURS OF WORK

5.1. Standard Hours

Subject to 5.2 below the ordinary hours of work for Operators employed under this Award will be an average of 35 hours per week worked in accordance with the Standard Hours (Oil Companies) Award 2003 (being an Award of the Australian Industrial Relations Commission).

5.2. Rosters

5.2.1 Twelve (12) hour shifts

- a) The Company will require employees under this Award to work in accordance with a twelve (12) hour five (5) panel shift roster.
- b) This clause shall apply to shift work arranged for continuous and successive shifts throughout a week of 168 working hours. The ordinary hours of such shift workers shall be in accordance with clause 4.1 and sub-clause 5.4 of the Standard Hours (Oil Companies) Award 2003 provided however that subparagraphs 5.4.2 of the Standard Hours (Oil Companies) Award 2003 shall not apply.
- c) No employee under this Award is to work beyond 14 hours at a time on a single shift.

5.2.2 Operator Establishment including Sparing

It is agreed that the operator establishment complement including sparing will be as follows:

Table 3 - Operator Establishment levels including sparing

	PROCESS EAST	PROCESS WEST	MOVEMENTS	GORE BAY	TOTAL
Shift Positions	30	45	15	15	105
Spares*	7	10	4	5	26
Day shift workers	2	2	2	1	7
Total	39	57	21	21	138

* NOTE: As per the People Planning provision of clause 2.1 Ongoing consultations with the Refinery Operators Group on matters of mutual interest of this Award the number of Spares may be varied by the parties through the consultation process.

5.2.3 Recruitment

Upon an employee providing written advice of resignation of employment the recruitment process will be initiated when the establishment number of Operators falls below 138 during the term of this Award unless the number of Operators exceeds 138 at the time of that resignation.

5.2.4 Time Owed from Roster

The 72.8 hours which arises as a function of the shift roster shortfall in hours below an average of 35 hours per week during each roster cycle will be absorbed into the roster as additional shifts and/or training time.

Time owed from the roster will be dealt with on the following basis:

four (4) twelve (12) hour training days will be rostered for each shift throughout the year for generic training

two (2) additional days of twelve hours duration will be rostered each year. Employees may elect to offset these hours against annual leave, long service leave or carry 24 hours over into the next calendar year.

5.2.5 Standby Roster

Standby rosters will be established for the coverage of FHA and overtime.

5.2.6 Hours

- a) An average of 35 hours per week shall be worked over the complete shift cycle.
- b) The ordinary hours of such shift workers shall not exceed twelve (12) in any day, inclusive of crib time.
- c) Shift Transfers:

Until the expiration of 5 days notice of the specified shift on which the employee is to work, an employee shall, for all time worked on that specified shift be paid at the rate of double time.
- d) Day and Night Shift Spread of Hours:
 - i) "Day Shift" means - any shift commencing after 6.00 a.m. and finishing at or before 7.00 p.m., where such shift forms part of a rotating or alternating shift work pattern.
 - ii) "Night shift" means - any shift commencing on or before 7.00p.m. and finishing before 8 a.m.
- e) Sunday Work:

The minimum rate to be paid to a shift worker for work performed on a shift the major portion of which falls between midnight on Saturday and midnight on Sunday shall be double time.
- f) Extra Rates not Cumulative:

The rates provided in paragraph (e) of this subclause shall be in substitution for and not cumulative upon the shift allowance prescribed in Clause 4.1 of this Award.
- g) Overtime:

Shift workers for all time worked in excess of or outside the ordinary working hours prescribed by this Award shall be paid at the rate of double time; provided that no continuous shift worker shall be paid for overtime worked at any time at a lesser rate than is payable to an employee performing their normal shift at such time.
- h) Meal Interval:

Twenty minutes shall be allowed to all shift workers each shift for crib which shall be counted as time worked. An employee shall not be required to work for more than five hours without a break for a meal.
- i) Calculation of Working Times:

The hours of work shall commence and finish at the plant or facilities where work is to be performed.

- j) Cancellation of Overtime:
- i) If notice cancelling the instruction is sent or telephoned to the employee's registered address before the employee would normally have left to commence work, the employee shall be paid a minimum of six hours at the employee's ordinary-time rate of pay in the case of overtime scheduled on a day on which an employee is not rostered to work an ordinary shift.
- Provided that an additional penalty shall not be payable if the employee is not at the registered address when notice of cancellation is delivered or telephoned and the employee subsequently reports for work.
- ii) For the purpose of this clause registered address shall mean the address recorded by the employer.

5.3. Day Shiftworker Roster and Hours

Continuous shift workers who from time to time may be assigned to Day Shiftworker duties only shall be rostered to work an eight (8) hour day shift on a nine (9) day fortnight basis. Meal breaks shall be in accordance with those of continuous shift workers and shall be counted as time worked.

5.4. Rest Periods (Ten Hour Break)

The Union and the Company agree that appropriate rest periods should be taken between successive work periods.

Accordingly, the Union, their members and the Company will cooperate in establishing work arrangements which will provide for rest periods of at least 10 hours for shift workers without loss of pay during such absence.

If on the instructions of the Company an employee resumes or continues work without having a 10 hour break the employee shall be paid overtime until being released from duty and the employee shall be entitled to 10 consecutive hours off duty without loss of pay during such absence.

PART 6

LEAVE

6.1. Annual Leave

The underlying entitlement of employees under this Award is the *Annual Holidays Act 1944*, as amended.

- 6.1.1 In addition to the leave hereinbefore prescribed, seven-day shift workers, that is shift workers who are rostered to work regularly on Sundays and holidays, shall be allowed seven consecutive days leave including non-working days.
- 6.1.2 Where an employee with twelve months' service is engaged for part of the twelve-month period as a seven-day shift worker, the employee shall be entitled to have the period of leave prescribed in sub-clause 6.1.1 of this clause increased by half a day for each month the employee is engaged continuously, as aforesaid.
- 6.1.3 Shift workers on continuous shift shall, during their absence or annual leave, be paid as if at work. The shift penalty (see 4.1 above) is in lieu of a 22½ % annual leave loading.
- 6.1.4 Local arrangements provide for 248 hours annual leave per annum for continuous shift workers.
- 6.1.5 Public holidays will be credited if they fall during the leave period, and the leave will be extended by one day for each Public holiday.

6.2. Sick Leave

6.2.1 An employee who is absent from work on account of personal illness or incapacity shall be entitled to leave of absence without deduction of pay subject to the following conditions and limitations:

- a) The employee shall not be entitled to paid leave of absence for any period in respect of which the employee is entitled to worker's compensation.
- b) Where practicable the employee shall notify the nominated representative of the Company prior to the commencement of the employee's next period of work, and in any case the employee shall within 24 hours of the commencement of such absence inform the Company of the employee's inability to attend for duty and, as far as practicable, state the nature of the illness or incapacity and the estimated duration of the absence.
- c) The employee shall prove on account of such illness or incapacity that the employee was unable to attend for duty on the day or days for which sick leave is claimed.
- d) The employee shall not be entitled in respect of any year of service with the Company to leave in excess of five (5) days in the first year of service and ten (10) days in any subsequent year of service. Provided that sick leave shall accumulate from year to year so that any balance of the period specified herein which has in any year not been allowed to an employee by the Company as paid sick leave may be claimed by the employee and subject to the conditions hereinbefore prescribed shall be allowed by that Company in a subsequent year without diminution of the sick leave prescribed in respect of the year. Provided further that sick leave which accumulates pursuant to this subclause shall be available to the employee for a period of 10 years but no longer from the end of the year in which it accrues.

6.2.2 An employee is not entitled to sick leave for more than two absences each of a single day in any one year of service without the production (if requested by the Company) of a certificate, from a qualified medical practitioner. Nothing in this subclause shall limit the Company's rights under paragraph (c) of subclause 6.2.1 hereof.

6.3. Long Service Leave

Employees accrue long service leave at the rate of 520 hours for each ten (10) years of service.

The provisions of the Oil Industry (Long Service Leave) Award 2000 are deemed to regulate long service leave for the purposes of this Award, and in so far as that Award and the *Long Service Leave Act 1955* are inconsistent, the Oil Industry (Long Service Leave) Award 2000 shall prevail.

6.3.1 Long Service Leave Key Entitlements

6.3.1.1 Amount of Leave: After 1 Jan 1985

- a) The amount of long service leave entitlement for an employee who has completed at least ten years service with the Company from 1 January 1985, will be:
 - i) thirteen consecutive weeks' leave for ten years so completed;
 - ii) thirteen consecutive weeks' leave in respect of each ten years' service since the previous long service leave entitlement; and
 - iii) on the termination of the employee's employment, a proportionate amount calculated on the basis of thirteen consecutive weeks' leave for ten years' service, for the number of years served since the previous long service leave entitlement.

- b) In the case of an employee who has completed at least five years' service with the Company, and who is terminated for any cause other than serious or wilful misconduct, the entitlement is based on a proportionate amount of thirteen consecutive weeks' leave for ten years' service.
- c) For continuous shift workers, the entitlement to long service leave is granted in working shifts and not calendar weeks. Therefore the ten year service entitlement to long service leave is not thirteen calendar weeks, but 43.3 12 hour shifts (520 hours).

6.3.1.2 Amount of Leave: Prior 1 January 1985

For an employee who commenced employment prior to 1 January 1985, the amount of long service leave entitlement is the sum of the following:

- a) for service prior to 1 April 1963, thirteen weeks consecutive weeks leave after twenty years' continuous service;
- b) for service between 1 April 1963 and 31 December 1984, thirteen consecutive weeks' leave after fifteen years' continuous service.

6.3.1.3 Payment for Period of Leave or Upon Termination of Employment

Payment on long service leave will be made at the employee's ordinary rate of pay and will include:

Basic Rate;

Shift premia (including Public Holiday Allowance);

Clyde Miscellaneous Allowance;

Flexible Hours Allowance (FHA);

FIT Allowance (if applicable).

6.3.1.4 Taking of Leave

Accrued long service leave may be taken as soon as practicable after the accrual date, having regards to the needs of the Company, or at such times as agreed between the Company and the employee.

Public holidays will be credited if they fall during the leave period, and the leave will be extended by one day for each Public holiday.

6.3.1.5 Granting Leave in Advance

In special circumstances, provided that an employee has completed at least five years' service, the Company may grant long service leave before it has accrued. No further leave entitlement will occur until the next accrued date. If the employee leaves the Company before the leave has accrued, the Company will deduct from final pay the value of any excess leave taken.

6.3.1.6 Payments on Leaving the Company

On the termination of service, any long service leave to which the employee was entitled but has not been taken, shall be paid in line with the Oil Industry (Long Service Leave) Award 2000.

Upon termination of service with the Company long service leave will be paid out as if the employee were at work.

6.4. Bereavement Leave

An employee shall be entitled to a maximum of three days' leave without loss of pay on each occasion and on the production of satisfactory evidence of the death of the employees' husband, wife, father, mother, sister, brother, child, step-child or parents-in-law, grandparents or grandchildren. For the purpose of this clause the words "wife" and "husband" shall include de facto wife or husband or life partner, and the words "father" and "mother" shall include foster father and mother.

6.5. Parental Leave

An employee shall be entitled to Parental Leave as defined in Part 4 of the *Industrial Relations Act 1996*, and granted as per Company Policy documented in the Personnel Policy Manual.

6.6. Personal/Carer's Leave

The provisions as determined by the State Personal/Carer's Leave Case - August 1996 (68 IR 308) and the State Personal/Carer's Case 1998 (Unreported 10 December 1998) are deemed to regulate Personal/carer's leave for the purposes of this Award.

6.7. Jury Service

Subject to the production of satisfactory evidence, an employee required to be absent from work due to jury service will be reimbursed by the Company for any loss of wages.

Employees are not expected to attend work on weekends during a period of continuous jury duty where that jury duty bridges any weekend.

6.8. Public Holidays

- 6.8.1 Unless the employee is required to work by the Company, an employee shall be entitled to the following public holidays without deduction of pay: New Year's Day, Australia Day, Good Friday, Easter Monday, Easter Tuesday, Anzac Day, the Queen's Birthday, August Bank Holiday, Eight-hour Day, Christmas Day, Boxing Day, and any other additional day proclaimed as a holiday throughout the State.
- 6.8.2 When Anzac Day falls on a Saturday or a Sunday, the following Monday or the day gazetted by State Government of New South Wales to be observed as the Anzac Day holiday shall be substituted for Anzac Day.
- 6.8.3 An employee called upon to work overtime on any of the holidays above shall be notified the day before and shall be paid triple time for all time worked with a minimum payment of six hours.
- 6.8.4 The rates hereinbefore prescribed in this sub-clause shall, in the case of all shift work, be deemed to include all shift allowances prescribed in Table 1 of this Award.
- 6.8.5 An employee notified to attend for work on a holiday which is not so worked shall be paid at holiday rates for six hours. Provided that this subclause shall not apply where an employee who has already been notified to attend for work is given a minimum of 24 hours' notice that the attendance is not so required.
- 6.8.6 When an employee is absent from work on the working day before or the working day after a public holiday without reasonable excuse or without the consent of the employer, the employee shall not be entitled to payment for such holiday.

PART 7

UNION MATTERS

The parties to this Award recognise that Union membership and employee involvement through their Union provides a positive contribution to effective and productive performance.

The Company recognises the role of the Union in representing employees as well as the need to develop and maintain effective communications.

7.1. Right of Entry

See Chapter 5, Part 7 of the *Industrial Relations Act* 1996.

7.2. Union Delegate

An employee appointed Union Delegate shall upon proper notification by the Union to the Company, be recognised as the accredited representative of the Union and shall be allowed the necessary time during working hours to interview the Company or the Company's representative on matters affecting the employees whom the delegate represents, but the employee must first obtain permission from the supervisor to leave the employee's place of work.

7.3. Notice Board

The Company shall permit the Union to display on notice boards any notice dealing with legitimate Union business, provided that such notice is authenticated by the signature of an accredited representative of the Union.

7.4. Union Business

The ROG will be allowed paid time on 20 working days per annum to attend to union business including but not limited to:

- a) CFMEU Board of Management and Executive;
- b) Australasian Refinery Operatives Committee (AROC);
- c) Trade Union Training Authority (TUTA or its successors) training.

7.5. Union Training

The Company shall provide access to authorised CFMEU training by agreement with the ROG.

7.6. Time in Lieu

Time in Lieu is granted to continuous shift operators (including ROG members) who are rostered off but are required by the Company to attend activities outlined in Table 2 of clause 4.5 of this Award.

Time in lieu will be granted by the Company in six or twelve hour blocks.

7.7. Payroll Deductions

The Company shall, with the employee's consent, deduct union dues from the employees monthly pay and remit such deductions to the Union.

PART 8

GORE BAY TERMINAL OPERATIONS

8.1. Boiler Operation

The boiler will be operated with remote attendance by any ticketed operator from the panel room, and as required, from the boiler house. The current boiler operator will be assigned the following duties:

routine attendance of the boiler (unattended for up to 20 minutes);

logging of the boilers and the air compressor;

water testing;

loading of the Amorena of normal loads;

loading of tugs, FSI road wagon or drums;

tank gauging checks;

assist the shift in normal operation when required.

8.2. Ship Connections and Disconnections

Ship connections and disconnections employees will be completed by operators within the current crew numbers. An accreditation program to ensure that all operators are fully aware of the requirements for ship connections/disconnections will be required.

8.3. Fourth Operator

The fourth operator, when not covering annual leave, long service leave and training, will cover the following duties:

casual absences;

loading navy gas oil to Amorena;

forming part of the hook-up crew when lube oil bunkers are required;

checking the fire system i.e. Base foam system with the ESO's, base;

foam valves and pump circulation, and fire boxes;

project work;

wharf watch (refer 8.4 below).

8.4. Wharf Watch

Use of Fourth Operator: whenever possible, wharf watch is to be covered by the fourth operator on shift. This will need to be balanced by other demands on the use of the fourth operator.

Relief Management: to provide relief for the assigned wharf watch operator, an extra operator will be provided for a single six-hour period during day shift. Relief is otherwise to be provided by the on-shift crew, or if a necessarily deemed requirement, an extra operator may be arranged at the Senior Operator's discretion.

Example: if the Amorena requires loading during afternoon shift, it is anticipated that the Senior Operator may arrange an extra operator.

8.5. Shore Officers

Number of Reliefs: three operators will be appointed to provide Shore Officer relief.

Method of Selection: applications will be sought from all current Gore Bay Terminal operators and selected candidates will undergo an interview process. The successful applicants will be chosen on the basis of merit.

Availability: it is expected that the appointees will cover planned absences and those casual absences of 3 days or more, as required.

A minimum of two weeks acting in the Shore Officer role will be essential to ensure the maintenance of necessary skills. The Company will ensure each appointee has appropriate opportunity to fulfil this requirement.

Remuneration: will be in accordance with 8.7 below

8.6. Training and Development

Shore Officer Relief: three appointees will be trained to the Unrestricted classification. This will require completion of a list of training elements. In addition, each appointee would need to attend and successfully complete:

a 5 day introductory course;

at least 7 vessel discharges; and

subsequent courses.

Relief Senior Operator: upon implementation of this agreement two operators will be trained up to the Relief Senior Operator level. A further two operators will be trained subsequently over two years.

Training Standards: training will be conducted in accordance with Refinery protocols.

8.7. Relief Shore Operators

Appointees will receive the following *pensionable allowances:

Period	Weekly Rate \$
- during relief work	110
- remainder of appointment	16

* not an "all purpose" allowance

8.8. Gore Bay Day Liaison Operator

The duties for the Gore Bay DLO will essentially be the same as that of the Refinery DLO. It is specifically agreed by the parties that the DLO will also be available to undertake (but not limited to) the following tasks (where appropriate and at the direction of the Gore Bay Senior Operator):

Ship connections and disconnections;

Cover for Wharf Watch meal relief; and

Attend tank maintenance meetings (time permitting).

PART 9**LEAVE RESERVED**

The parties to this Award agree that the following matter will be subject to further discussion during the term of this Award:

Gore Bay

Opportunities for Gore Bay employees engaged under this Award to undertake work currently undertaken by Shore Officers will be jointly reviewed by the Union and the Company during the term of this Award.

Training (Clause 3.4)

In determining the Operator training system the Company will establish a Training Consultative Working Group (TCWG) consisting of a group of nominated members from the Company, 4 ROG members (one from each plant) and others as required.

The parties have agreed to the TCWG's Terms of Reference. The TCWG may agree to changes to this document. The TCWG will start no later than January 2005.

Changes to the Operator Training system will be implemented after the parties reach agreement.

Operator Establishment including Sparing (Clause 5.2.2)**Process West - BRU**

Operator consultation, involvement and training will take place in the development and planning of the Benzene Reduction Unit ("BRU") plant commissioning, construction and operation.

The parties agree to review the operation of the shift position on Process West that combines the "Platformer" and the BRU no more than 6 months after its implementation, and its effect on other positions directly involved.

Process East - Operator Establishment levels

The parties agree to a review of the current Clyde CCU Operator establishment levels ("the review") during the term of this Award.

The parties agree Shell Global Solutions (SGSi) and an agreed and appropriately independent and expert person (should one be sourced) will conduct the review.

The review will include:

1. Assess the ease of operability of the current process control facilities of the CCU complex through:
 - a. The performance of the baselayer control loops;
 - b. Advanced Process Control;
 - c. Instrumentation performance;
 - d. Overall automation platform performance; and
 - e. Any other item agreed by the consultants.
2. Determine whether the current Operator establishment levels are appropriate for the CCU complement given the assessment in point 1. above. This includes current panel backup measures in place during plant upsets; and

3. Identify other control performance improvement opportunities.

The review will be supplied with access to the appropriate people, resources and information that is required to adequately complete the review.

The review will be undertaken within 6 months of the date of certification of this Award.

If, as a result of the review, a trial of Operator establishment levels on Process East is required, both parties will conduct the trial without any artificial barriers over an agreed timeframe.

Any changes to the Operator establishment levels on the CCU will be implemented after the parties reach agreement.

Personal Development for Operators

The parties agree to establish a process of development planning for operators during the term of this Award. The R.O.G and the Company will during the course of their meetings as per clause 2.1 Ongoing consultations with the Refinery Operators Group on matters of mutual interest agree the exact programme, however it will be premised on the following steps:

Senior Operators with their Shift Controllers will complete Individual Development Plans (IDP's) during QTR1 2005;

Appropriate training for Senior Operators in supervisory skills, and other training as identified by the IDP process and by the Training Review, will be conducted during 2005;

Operators with their Senior Operator will complete IDP's in QTR1 2006.

Appropriate training for Operators as identified by the IDP process and by the Training Review, will be conducted during 2006;

A trial of operator 'Acting-Up' will be conducted from the beginning of QTR3 2006 until the expiry of this Award. The terms of the trial (including such possible issues as remuneration) will be agreed between the R.O.G and the Company during QTR2 2006 as per clause 2.1 Ongoing consultations with the Refinery Operators Group on matters of mutual interest of this Award.

The trial of Acting-Up takes place and is reviewed by the parties in re-negotiating the next Award as to whether it becomes a permanent practice at Clyde & Gore Bay.

P. J. SAMS *D.P.*

(1810)

SERIAL C3763

LEND LEASE PARRAMATTA RAILWAY STATION PROJECT AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Bovis Lend Lease Pty Limited

(No. IRC 1801 of 2005)

Before The Honourable Justice Walton, Vice-President

23 May 2005

AWARD

1. Arrangement

Clause No.	Subject Matter
1.	Arrangement
2.	Objectives
	2.1 Work Organisation
	2.2 People Development/Skills
	2.3 Environment & Safety
	2.4 Generally
3.	Definitions
4.	Application
5.	Duration
6.	Industry Standards
	6.1 Superannuation and Redundancy
	6.2 Top Up/24 Hour Income Protection Insurance
	6.3 Productivity Allowance
	6.4 Payment of the Productivity Allowance
	6.5 Changing the Programme and Scheduled Milestones
	6.6 Contract Carriers
7.	Environment, Health, Safety and Rehabilitation (EHS&R)
	7.1 Induction
	7.2 Environment, Health and Safety Plans
	7.3 The Safety Committee
	7.4 Implementation of this Clause
	7.5 OH&S Industry Induction
	7.6 Track Safety Awareness
	7.7 Formwork Safety
	7.8 Temporary Power / Testing and Tagging
	7.9 Drug and Alcohol Testing
8.	Dispute Resolution
	8.1 Employer Specific Disputes
	8.2 Project Wide Disputes
	8.3 Demarcation Disputes
9.	Monitoring Committee
10.	Productivity Initiatives
	10.1 Learning Initiatives
	10.2 Inclement Weather
	10.3 The Site Management Plan
	10.4 Rostered Days Off
	10.5 Maximising Working Time

- 10.6 Hours of Work
- 11. Immigration Compliance
 - 11.1 Immigration Compliance
 - 11.2 Legal Right of Employees to Work
- 12. Long Service Compliance
- 13. No Extra Claims
- 14. No Precedent
- 15. Single Bargaining Unit
- 16. Union Rights
 - 16.1 Visiting Union Officials
 - 16.2 Project Delegate
 - 16.3 Job Delegates
 - 16.4 Union Membership
- 17. Australian Content
- 18. Protective Clothing
- 19. Workers Compensation and Insurance Cover
- 20. Apprentices
- 21. Training and Workplace Reform
- 22. Project Death Cover
- 23. Anti-Discrimination
- 24. Personal/Carers Leave
 - 24.1 Use of Sick Leave
 - 24.2 Unpaid Leave for Family Purpose
 - 24.3 Annual Leave
 - 24.4 Time-off in Lieu of Payment for Overtime
 - 24.5 Make-up Time
 - 24.6 Rostered Days Off
- 25. Project Close-Down Calendar

Annexure A - Parties

Annexure B - Scheduled Milestones Programme Milestones

Annexure C - Authority to Obtain from DIMA Details of Immigration Status

2. Objectives

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

2.1 Work Organisation

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

2.2 People Development/Skills

Provision of a career structure for all Employees based on skills and competencies and increased job satisfaction.

2.3 Environment & Safety

- (a) Provision of high standards of occupational health & safety on the Project; and
- (b) Improved impact of the Project on the environment.

2.4 Generally

- (a) Implementation of this Award, and compliance with all relevant statutory provisions;
- (b) Elimination of unproductive time;
- (c) Compliance by subcontractors with the provisions of applicable enterprise agreements and legislative requirements;
- (d) Improved conditions for all employees working on the Project;
- (e) Increased leisure time for employees by eliminating excessive hours of work; and
- (f) Enhancing job opportunities for persons who have a legal right to work including persons who wish to take on apprenticeships or traineeships.

3. Definitions

"Award" means - this Lend Lease Parramatta Railway Station Project Award made between the Parties.

"Bovis Lend Lease" means - Bovis Lend Lease Pty Limited (A.C.N. 000 098 162) of 30 The Bond, 30 Hickson Road Millers Point NSW 2000.

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

"Contract Carrier" means - carrier engaged in or in connection with a Contract of Carriage for the purposes of section 309 of the *Industrial Relations Act 1996* where the Contract of Carriage is for carriage of Excavation and Demolition Material.

"Construction Manager" means - the Construction Manager for the Project appointed by Bovis Lend Lease from time to time

"Contract of Carriage" shall be as defined in the *Industrial Relations Act 1996*.

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

"Employer" means - Bovis Lend Lease and/or any subcontractors engaged to work on the Project.

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

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

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

"Excavation and Demolition Material" shall be as defined in the Transport Industry - Excavated Materials Contract Determination published 24 October 1997, as varied.

"Monitoring Committee" means - the committee established under clause 9 of this Award.

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

"Practical Completion" means - the completion of the Project, where the building is fit for occupancy and/or purpose, as determined by Bovis Lend Lease's Client.

"Programme Milestones" means - the milestones listed in Part 2 of Annexure B as amended by the Construction Manager from time to time.

"Project" means - the construction works contracted to Bovis Lend Lease Pty Ltd at Parramatta Station bounded by Darcy, Fitzwilliam, Church and Station Streets, Parramatta.

"Project Delegate" means - the Employee who is the accredited representative of the Unions on the Project.

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

"Site Management Plan" means - the project or site management plan, a copy of which can be located at the office of the Construction Manager.

"Scheduled Milestones" means - those targets described in Part 1 of Annexure B as amended under Clause 6.5 from time to time.

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

"Unions NSW" means - the Labor Council of New South Wales.

4. Application

- (a) This Award will apply to work done on the Project by the Employees for the period the Employer engages the Employees to work on the Project.
- (b) Where Bovis Lend Lease engages a sub-contractor(s), it shall make it a condition of any contract that it enters into with its sub-contractor(s) that they will not employ or otherwise engage persons on wages and conditions, which are less favourable than those set out in this Award.
- (c) The Parties also acknowledge and agree that the terms of this Award form part of the tender conditions for work on this Project.
- (d) This Award is generally intended to supplement and co-exist with the terms of existing Enterprise Agreements and Awards and its primary purpose is to provide a framework for the Employers, Unions NSW and the Unions, to manage those issues on the Project which affect more than one Employer.

5. Duration

This Award shall operate on and from 14 February 2005 until Practical Completion.

6. Industry Standards

6.1 Superannuation and Redundancy

- (a) The Parties acknowledge that excluding apprentices (for whom a 9% contribution of ordinary time earnings shall be made), a contribution of \$100.00 per week or 9% of ordinary time earnings, whichever is the greater, will be made to the superannuation fund nominated in the relevant industrial instruments being C+BUS; NESS; STA, TWU or other schemes approved by the Parties. The above amount shall increase to \$110.00 per week from 1 July 2005.
- (b) The Employers will make a contribution of \$61 per week into ACIRT or MERT unless there is an alternative arrangement to the satisfaction of the individual Employer's employees and the Parties to this Award. This contribution shall increase to \$68.00 per week from 1 January 2007. The contributions for apprentices shall be: \$25 per week for 1st and 2nd year, \$35 per week for 3rd and 4th year.

6.2 Top Up/24 Hour Income Protection Insurance

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

6.3 Productivity allowance

- (a) Provided the Scheduled Milestones and the Programme Milestones are met, the Employer will pay a productivity allowance for each hour worked on the Project.
- (b) The productivity allowance under this Award is \$2.00 per hour worked.
- (c) The Construction Manager will determine whether the Scheduled and Programme Milestones have been achieved and if the Milestones have been met, the Project Manager will advise the Employers and the Monitoring Committee accordingly.

6.4 Payment of the productivity allowance

- (a) The productivity allowance

The Parties agree that the productivity allowance is paid only if the Scheduled Milestones and the Programme Milestones are met.

The Milestones are comprised of two (2) elements:

- (i) works completed against the Programme Milestones; and
- (ii) works completed to the Scheduled Milestones.

- (b) Programme and Scheduled Milestones

The Parties agree to use their best endeavours to meet or exceed the Schedules and Programme Milestones.

- (i) The productivity allowance shall be calculated and paid as follows:

1. the Construction Manager will review the works monthly and will verify the achievement of the Programme and Scheduled Milestones;
2. the Construction Manager will advise the client as to whether the relevant Programme and Scheduled Milestones have been achieved;
3. if the relevant Programme and Scheduled Milestones are met, the payment shall be \$2.00 per hour for each hour of time worked; and
4. payment shall be made as part of weekly wages.

- (ii) In the event that a Programme or Scheduled Milestone is not achieved, the Monitoring Committee shall meet with the Construction Manager to determine:

1. the reason why the milestone target was not achieved; and
2. the action required to catch up the next milestone target.

- (iii) If a Programme Milestone or Scheduled Milestone is not achieved for two consecutive months:

1. the productivity allowance shall cease being paid; but

2. if in a following period work catches up to the Schedule, the completion to programme schedule component shall recommence, and shall include payments for the preceding period(s) not paid.
 - (iv) Payment shall be calculated on an hours worked basis only and shall not include any calculation of award or other entitlements.
 - (v) The Parties agree that achievement of the identified Scheduled Milestones shall be determined by Bovis Lend Lease's client and Unions NSW in conjunction with the Unions.
- (c) Transport workers

The Parties agree that the Award does not apply to purely incidental activities such as couriers. This Award will apply to transport workers who are employed by an Employer if the relevant Employer makes deductions from the remuneration of the transport worker(s) in accordance with the "Pay As You Earn" provisions of the *Income Tax Assessment Act 1936*. The Parties agree that any transport worker carrying out work relating to the Project will be paid, in addition to his or her remuneration, the project productivity allowance of \$2.00 per hour, provided that the transport worker is involved with the Project for two or more hours on any calendar day.

6.5 Changing the Programme and Scheduled Milestones

The Parties agree that the Scheduled and Programme Milestones must be reviewed and updated throughout the life of the Project and that the Monitoring Committee will meet at regular intervals and with the Construction Manager, agree and set new Scheduled and Programme Milestones.

6.6 Contract Carriers

The Parties agree that all Contract Carriers shall be paid in accordance with the rates of remuneration set out in Part B of the Transport Industry Excavated Materials Contract Determination.

7. Environment, Health, Safety and Rehabilitation (EHS&R)

7.1 Induction

- (a) All Employees must attend an agreed EHS&R induction course on commencement of their engagement on the Project.
- (b) All transport workers involved on the project shall undertake an appropriate Blue Card Induction Program conducted by a licensed Blue Card Training Provider in conjunction with the employer and the Transport Workers' Union.

7.2 Environment, Health and Safety Plans

All Employers must submit an environment, health safety and rehabilitation management plan, in accordance with the Safety Alliance for the Construction Industry "S" Pack, to Bovis Lend Lease. These plans should include evidence of:

- (a) risk assessment of their works;
- (b) hazard identification, prevention and control;
- (c) planning and re-planning for a safe working environment;
- (d) industry and trade specific induction of Employees;
- (e) monitoring performance and improvement of work methods;

- (f) reporting of all incidents and/or accidents;
- (g) compliance verification; and
- (h) regular EHS&R meetings, inspections and audits of the Project.

7.3 The Safety Committee

The Safety Committee will be properly constituted and will abide by the agreed procedures as defined in its constitution and as revised from time to time. All members of the Safety Committee will undertake agreed Occupational Health and Safety training with Comet Training or other agreed providers. The Safety Committee may invite the Union to attend any Safety Committee meeting or site inspection.

7.4 Implementation of this Clause

- (a) The Parties acknowledge and agree that all Parties are committed to safe working procedures and to the Project Environment Health and Safety Policy.
- (b) If the Construction Manager or the Safety Committee is of the opinion that an Employee or Employer has committed a serious breach of either the Environment Health and Safety Policy or the relevant safety management plan (or any other agreed safe working procedures), the Project Manager (or the Construction Manager on recommendation from the Safety Committee) will implement disciplinary action against the Employer or Employee which may include taking all steps required to remove the Employer or Employee from the Project.
- (c) The Parties agree that pursuant to clause 6.3 of the Code of Practice, in the event that an unsafe condition exists, work is to continue in all areas not affected by that condition and that an Employer may direct Employees to move to a safe place of work. No Employee will be required to work in any unsafe area or situation.

7.5 OH&S Industry Induction

No person will be engaged on site unless he or she has completed an Industry Occupational Health and Safety Induction (such as a "Green Card") approved by the Workcover Authority of NSW.

7.6 Track Safety Awareness

All personnel who are required to work in the rail corridor will have successfully completed the Track Safety Awareness Course.

7.7 Formwork Safety

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

7.8 Temporary Power/Testing and Tagging

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

7.8 Crane Safety

No mobile crane will be allowed on the project site unless it has been certified by Cranesafe Australia (New South Wales). Such cranes will be required to display their current Cranesafe inspection label.

7.9 Drug and Alcohol Testing

The parties recognise that as a requirement of the *Rail Safety Act* employees on the project may be subject to random drug and alcohol testing undertaken by the Transport Infrastructure Development Corporation.

Employees shall be made aware of this requirement and their obligations and responsibilities as part of the induction process.

8. Dispute Resolution

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

8.1 Employer specific disputes

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

- (a) Discussion between those directly affected;
- (b) Discussion between site management representatives of the Employer and the Union delegate;
- (c) Discussion between site management representatives of the Employer and the Union organiser;
- (d) Discussion between senior management of the Employer, Bovis Lend Lease and the appropriate Union official;
- (e) Discussion between the Secretary of the relevant Union (or nominee) and Bovis Lend Lease NSW Operations Manager (or nominee);
- (f) Discussion between senior management of the Employer, Bovis Lend Lease and Unions NSW. This shall occur within 7 days of the dispute being initially raised;
- (g) If the dispute is not resolved after step (e), the Employer may notify the dispute to the Industrial Relations Commission of New South Wales, and request that the Industrial Relations Commission of New South Wales resolve the dispute pursuant to its powers set out in the *Industrial Relations Act 1996* (NSW);
- (h) Work shall continue without interruption or dislocation whilst the parties to the dispute are genuinely attempting to resolve the dispute.

8.2 Project Wide Disputes

In the event of a dispute or conflict effecting more than one Employer occurring, the following procedure will be adopted:

- (a) Discussion between those directly affected;
- (b) Discussion between site management representatives of Bovis Lend Lease and the Union delegate;
- (c) Discussion between site management representatives of Bovis Lend Lease and the Union organiser;
- (d) Discussion between senior management of Bovis Lend Lease and the appropriate Union official;
- (e) Discussion between the Secretary of the relevant Union (or nominee) and Bovis Lend Lease NSW Operations Manager (or nominee);

- (f) Discussion between Bovis Lend Lease Operations Manager (or nominee) and Unions NSW. This shall occur within 7 days of the dispute being initially raised;
- (g) If the dispute is not resolved after step (e), the Employer may notify the dispute to the Industrial Relations Commission of New South Wales, and request that the Industrial Relations Commission of New South Wales resolve the dispute pursuant to its powers set out in the *Industrial Relations Act 1996* (NSW);
- (h) Work shall continue without interruption or dislocation whilst the parties to the dispute are genuinely attempting to resolve the dispute.

8.3 Demarcation Disputes

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

- (a) Work shall continue without interruption or dislocation during discussion and resolution of disputes. This will not prejudice the position of any party;
- (b) Discussion between Unions NSW and the Unions to try to resolve the dispute;
- (c) The parties agree that the outcome of any matter dealt with the terms of Clause 8.3 (b), shall not be used as a precedent, reference, example or exhibit in any way whatsoever in matters arising from this Project;
- (d) If the dispute is not resolved after step (b), either Union may notify the dispute to the Industrial Relations Commission of New South Wales and request that the Industrial Relations Commission of New South Wales resolve the dispute pursuant to its powers set out in the *Industrial Relations Act 1996* (NSW);
- (e) Nothing in this sub clause shall affect the rights of an Employer or a Union in relation to the settlement of any demarcation issue.

8.4 Procedures to prevent Disputes Regarding Non- Compliance

- (a) Bovis Lend Lease, in association with the accredited site union delegate, will check monthly payments by subcontractors engaged on site of their contributions with respect to superannuation, redundancy and extra insurance (per subclause 6.2), to ensure payments for employees have been made as required. The Company and site delegate shall also check that employers have not introduced arrangements such as and not limited to 'all-in' payment and or 'cash-in-hand' payments, (i.e. payments designed to avoid tax and other statutory obligations and sham subcontract arrangements.) Where such practices are identified the Company will take immediate steps to ensure that any such arrangements are rectified and that any Employee affected by any such arrangement receives all statutory entitlements.
- (b) Each subcontractor engaged on site will be specifically advised and monitored in respect of payroll tax and required to comply with their lawful obligations.
- (c) In accordance with Section 127 of the *Industrial Relations Act 1996*, Section 175(b) of the *Workers' Compensation Act 1987* or Part 5B s1G-31J of the *Payroll Tax Act 1971* the principal contractor will obtain all applicable Sub-Contractors Statements regarding workers' compensation, payroll tax and remuneration. A copy of these statements will be available on request to an accredited trade union officer or site delegate.
- (d) The union delegate or union official shall advise Bovis Lend Lease if they believe the information which has been provided by any sub-contractor is not correct.
- (e) Any dispute concerning non-compliance shall be resolved in accordance with the dispute settling procedures of this award.

9. Monitoring Committee

- (a) The Parties will establish a committee to monitor the success of this Award.
- (b) This Monitoring Committee will meet at the commencement of construction and then at monthly intervals or as required during construction on the Project.
- (c) The Monitoring Committee will consider ways in which the aims and objectives of this Award can be enhanced, which may include, but not be limited to discussion of:

developing more flexible ways of working;

enhancing occupational, health and safety;

productivity plans;

compliance with Awards and other statutory requirements by Employers; and

inserting new scheduled milestones into Annexure B.

If the principles of this Award are not being followed, the Committee will develop a plan in consultation with the Parties, to implement the intent of the Award.

- (d) the Monitoring Committee will meet at quarterly intervals or as required to review existing milestones and will set new milestones as appropriate during the course of this Award.

10. Productivity Initiatives

10.1 Learning initiatives

Each Employer shall be required to demonstrate to Bovis Lend Lease implementation of commitment to skill enhancement and workplace reform while working on the Project.

10.2 Inclement weather

The Parties to this Award will collectively proceed towards the minimisation of lost time due to inclement weather.

Further, the Parties are bound to adopt the following principles with regard to inclement weather and idle time created by inclement weather:

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

10.3 The Site Management Plan

- (a) The Parties agree that the Site Management Plan ("the Plan") is of paramount importance to the productive and efficient operations of the Project.
- (b) The Parties agree that they will comply with the Plan.
- (c) The Plan consists of sub-plans covering the following areas:
 - deliveries, materials handling and personnel movement;
 - pedestrians, visitors and members of the public;
 - existing operators and neighbours;
 - protection of existing trees;
 - construction noise;
 - hours of work;
 - waste management and clean up;
 - behaviour on site.
- (d) If the Construction Manager considers that an Employee or Employer has committed a serious breach of the plan, the Construction Manager will discuss this matter with the relevant Employer and Union. After this discussion the Construction Manager may recommend that the Employee/Employer be removed from the Project.

10.4 Rostered Days Off

- (a) Subject to Clause 25, it is agreed that a procedure for increasing the flexibility of Rostered Days Off (RDO's) will be implemented on the Project.

With a view:

 - (i) to increasing the quality of working life for Employees;
 - (ii) to increasing the productivity of the Project; and
 - (iii) that any RDO's accrued on the Project must be taken during the course of the Project.
- (b) A roster of RDOs will be prepared, following consultation with the Monitoring Committee and agreement of the individuals involved and their respective union.
- (c) Records of each Employee's RDO status will be maintained by their Employer, and where possible, recorded on the Employee's payslip. Records of each Employee's RDO status shall be made available to the Employee, the Employee's delegate or union official upon request.
- (d) Where practicable, Saturday work prior to the published industry RDO's will not be worked.

10.5 Maximising Working Time

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

10.6 Hours of Work

- (a) Ordinary hours of work shall be 8 hours per shift between 6.00am and 6.00pm Monday to Friday. However, ordinary hours may commence from 5.00am by agreement between the Employer, Employee and relevant Union.
- (b) The Parties recognise that, in general, the hours worked by individuals in the construction industry are not consistent with the objectives of maintaining high productivity or a high quality of life. As a means of improving this situation, no Employee on this Project will be expected to work in excess of 58 hours per week except in an emergency.

11. Immigration Compliance

11.1 Immigration compliance

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

11.2 Legal right of employees to work

Employers are required, prior to employees commencing work on-site, to check the legal right of employees to work. The authorisation form attached to this Award (as per Annexure C) may assist in providing evidence of the employee's legal status.

12. Long Service Compliance

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

13. No Extra Claims

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

14. No Precedent

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

15. Single Bargaining Unit

This Award was negotiated by Unions NSW on behalf of the Unions and by Bovis Lend Lease in its own right and on behalf of the Employers.

16. Union Rights

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

16.1 Visiting Union Officials

- (a) Union officials (party to this Award) when arriving onsite, shall call at the site office and introduce themselves to a Management representative of the Employer, prior to pursuing their union duties.
- (b) Union officials shall produce their right of entry permits, if required, and observe the relevant awards, the *Occupational Health and Safety Act* and Regulations, and other statutory/legislative obligations for entry to the site.
- (c) Union officials with the appropriate credentials shall be entitled to inspect all such wage records, other payment records and related documentation necessary to ensure that the Employers are observing the terms and conditions of this Award.
- (d) All such wages books and other payment records shall be made available within 48 hours on site or at another convenient, appropriate place, provided notice is given to the Employers and the Construction Manager by the Union.
- (e) Such inspections shall not take place unless there is a suspected breach of this Award, other appropriate industrial instruments, Enterprise Agreements, the *Industrial Relations Act 1996* (NSW), or other employer statutory requirements.

16.2 Project Delegate

Parties to this Award recognise that the Project workforce will elect a Project Delegate who shall be the principal spokesperson for the Project workforce.

Rights of the Project Delegate

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

- (iv) to check with relevant industry schemes so as to ensure that superannuation, long service leave and redundancy has been paid on time.
- (e) In order to assist the Project Delegate to effectively discharge his or her duties and responsibilities, the Project Delegate shall be afforded the following rights:
 - (i) the right to reasonable communication with other delegates, union officials and management in relation to industrial matters, where such communication cannot be dealt with or concluded during normal breaks in work;
 - (ii) at least 10 days per year paid time off work to attend relevant Union training courses/forums.
- (f) The Employer of the Project Delegate shall provide to the Project Delegate the following:
 - (i) a lockable cabinet for the keeping of records;
 - (ii) a lockable notice board for the placement of Union notices at the discretion of the Project Delegate;
 - (iii) where practicable, and if agreed to, a Project Delegate office;
 - (iv) where a Project Delegate office is not practicable, access to a meeting room;
 - (v) use of the telephone for legitimate union business associated with the Project;
 - (vi) from existing resources, and when required for legitimate union Project related business, access to a word-processor, typewriter, a photocopier, facsimile machine and e-mail.
- (g) There shall be no deduction to wages where a Union(s) requires the Project Delegate to attend any Court or Industrial Tribunal proceedings relating to industrial matters on the Project.

16.3 Job Delegates

Job Delegates of the respective Unions will be recognised by the Construction Manager and the Employers. The names of delegates should be advised to the Construction Manager. Job Delegates will be given appropriate time and facilities to assist them in their duties. Job Delegates will be given the opportunity for relevant paid trade union training and time to attend union meetings authorised by the Secretary of the relevant union, or his or her nominee.

16.4 Union Membership

- (a) Properly accredited officials and workplace representatives of the Union shall have the right to be provided with appropriate access to Employees to promote the benefits of union membership.
- (b) To assist in this process the Employer shall:
 - (i) if requested, and on the written authority of the Employee, provide payroll deduction services for union fees. Such fees shall be remitted to the union on a monthly basis with enough information supplied to enable the union to carry out a reconciliation; and
 - (ii) provide the union with access to talk to new Employees.
- (c) Nothing in this clause shall be contrary to the relevant legislation.

17. Australian Content

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

18. Protective Clothing

- (a) Employers will provide their Employees engaged on site with legally produced Australian made protective clothing on the following basis:

Safety Footwear

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

Clothing

Two sets of protective clothing (combination of bib and brace or shorts, trousers and shirts) will be supplied to all persons after accumulated engagement on site of 152 hours or more and will be replaced once per calendar year thereafter.

Jackets

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

- (b) In circumstances where any Employee(s) of an Employer is/are transferred to the Project from another project where an issue of equivalent clothing was made, then such Employees shall not be entitled to an issue on this Project until the expiry of the calendar year or on a fair wear and tear basis.
- (c) Employees who receive from their employer an issue and replacement of equivalent clothing and/or safety footwear as part of the Employer's policy or Enterprise Agreement shall not be entitled to the provisions of this clause.
- (d) Employers will consult with Unions NSW to be provided with a list of Australian manufacturers who use legal labour in the manufacturing of their work clothes.
- (e) All transport workers who are involved on the Project for longer than 2 hours on any calendar day, will be provided with safety footwear, one set of clothing and one jacket by their Employer prior to commencement on the Project, unless they have been provided with such footwear and clothing by their Employer within the previous 12 month period.

Project Specific Clothing - Safety Glasses, Railway Accredited Vests shall be worn on the Project.

No Red or Green clothing shall be worn whilst working within the railway corridor.

19. Workers Compensation and Insurance Cover

- (a) Employers must ensure that all persons that they engage to work on the project are covered by workers compensation insurance.
- (b) Bovis Lend Lease will audit Certificates of Currency from each Employer engaged on site to ensure that the wages estimate and tariff declared for the type of work undertaken is correct. This information will be available to accredited Union officials on request.
- (c) Employers and their Employees must comply with the following steps to ensure expedited payment of workers compensation.
- (i) All Employees will report injuries to the project first aider and their supervisor at the earliest possible time after the injury.

- (ii) All Employees will comply with the requirements for making a workers compensation claim, including the provision of a Workcover medical certificate, at the earliest possible time after the injury. This information will also be supplied to the Project first aid officer, and their supervisor.
 - (iii) In cases where the Employee is unable to comply with the above, the relevant Employer will assist in fulfilling requirements for making a claim.
- (d) Employers must ensure that they are aware of and will abide by Sections 63 to 69 of the *Workers Injury Management and Workers Compensation Act 1998*, which provide that:
- The Employer shall keep a register of injuries /site accident book in a readily accessible place on site;
- All Employees must enter in the register any injury received by the Employee. The Employer must be notified of all injuries on site immediately.
- An Employer who receives a claim for compensation, must within seven (7) days of receipt, forward the claim or documentation, to their insurer;
- An Employer who receives a request from their insurer for further specified information must within seven (7) days after receipt of the request, furnish the insurer with the information as is in the possession of the Employer or reasonably obtained by the Employer.
- (e) An Employer who has received compensation money from an insurer shall as soon as practicable pay the money to the person entitled to the compensation.

20. Apprentices

As part of the Project's commitment to learning and skills development, a ratio of one apprentice/ trainee to every five tradespersons within each Employer's workforce is to be maintained.

21. Training and Workplace Reform

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

22. Project Death Cover

Bovis Lend Lease will guarantee that the beneficiary of any Employee who dies as a consequence of working on the Project will be paid a death benefit of \$25,000. Such benefit shall be paid within fourteen (14) days of the production of appropriate documentation. This payment shall be in addition to any other entitlement that might be paid to the beneficiary as a consequence of the death of the Employee.

23. 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, responsibilities as a carer and age.
- (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 fulfilment of these obligations for the Parties to make application to vary any provision of the Award which, by its terms or operation, has a direct or indirect discriminatory effect.
- (c) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an Employee because the Employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

- (d) Nothing in this clause is to be taken to affect:
- (i) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (ii) offering or providing junior rates of pay to persons under 21 years of age;
 - (iii) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*; or
 - (iv) a Party to this Award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- (e) This clause does not create legal rights or obligations in addition to those imposed upon the Parties by legislation referred to in this clause.

24. Personal/Carers Leave

This clause is applicable only in respect to the Carers and Parental Leave provisions.

24.1 Use of Sick Leave

- (a) An Employee, other than a casual employee, with responsibilities in relation to a class of person set out in clause 24.1 (c)(ii) who needs the Employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, for absences to provide care and support, for such persons when they are ill. Such leave may be taken for part of a single day.
- (b) The Employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an Employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
- (i) the Employee being responsible for the care of the person concerned; and
 - (ii) the person concerned being:
 - (a) 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 factor partner of that Employee on a bona fide domestic basis; or
 - (e) a relative of the Employee who is a member of the same household, where for the purposes of this paragraph:
 - 1. "relative" means - a person related by blood, marriage or affinity;

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

24.2 Unpaid Leave for Family Purpose

An Employee may elect, with the consent of the Employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in 24.1 (c)(ii) above who is ill.

24.3 Annual Leave

- (a) An Employee may elect with the consent of the Employer, subject to the *Annual Holidays Act 1944* (NSW), to take annual leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.
- (b) Access to annual leave, as prescribed in paragraph 24.3(a) above, shall be exclusive of any shutdown period provided for elsewhere under this Award.
- (c) An Employee and Employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

24.4 Time-off in Lieu of Payment for Overtime

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

24.5 Make-up Time

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

24.6 Rostered days off

- (a) An Employee may elect, with the consent of the Employer, to take a RDO at any time.
- (b) An Employee may elect, with the consent of the Employer, to take RDO's in part day amounts.

- (c) An Employee may elect, with the consent of the Employer, to accrue some or all RDO's 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 Unions to participate in negotiations.

25. Project Close-Down Calendar

- (a) For the purposes of this Award the Parties agree that the following Project Close down Calendar will be adopted for the Project. The project Close-down Calendar has been produced with a view to maximising quality leisure time off for all employees. Accordingly, subject to (b) below, the parties agree that on certain weekends (as set out in the Project Close-down Calendar), no work shall be carried out.
- (b) However, due to specific project requirements work has been scheduled to be undertaken as a result of rail track possession shutdowns on some of the industry shutdown weekends. These dates are project specific and can be scheduled up to 18 months in advance. Where work as a result of a rail track possession shutdown is required, affected employees will be consulted prior to the work being undertaken and Bovis Lend Lease will notify the Unions in writing when such work is scheduled. Any work required to be carried out as a result of a rail track possession shutdown on a day covered by the Project Close down Calendar will be limited to any works to be carried out in the rail corridor.

Project Shut-down Calendar 2005

Friday	March 25	Good Friday Public Holiday
Saturday	March 26	Easter Shut Down Weekend
Sunday	March 27	
Monday	March 28	Easter Monday Public Holiday
Tuesday	March 29	RDO
Friday	April 22	RDO
Saturday	April 23	Anzac Day Shut down weekend
Sunday	April 24	
Monday	April 25	Anzac Day Public Holiday
Saturday	June 11	Queens Birthday Shut Down Weekend
Sunday	June 12	
Monday	June 13	Queens Birthday Public Holiday
Tuesday	June 14	RDO
Saturday	October 1	Labor Day Shut Down Weekend
Sunday	October 2	
Monday	October 3	Labor Day Public Holiday
Tuesday	October 4	RDO
Saturday	December 3	Union Picnic Day Shut Down Weekend
Sunday	December 4	
Monday	December 5	Union Picnic Day
Tuesday	December 6	RDO
Friday	December 23	RDO
Saturday	December 24	No work Saturday

ANNEXURE A**(Parties)**

Part 1

EMPLOYERS:

Bovis Lend Lease Pty Limited and/or any subcontractors engaged to work on the project.

Part 2

UNIONS:

Unions NSW

Australian Workers Union

Construction Forestry Mining and Energy Union (NSW Branch) (CFMEU)

New South Wales Plumbers and Gasfitters Employees Union;

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

Electrical Trades Union of Australia (NSW Branch)

Transport Workers Union (TWU)

ANNEXURE B**PART 1****Scheduled Milestones**

Milestone	Objective	Indicator	Assessment
1. Programme	Achievement of Milestone Dates	Monthly tracking in progress reports	Programme vs Actual performance
2. EH&S and Rail Safety Plan conformance	Ensure compliance with JSA and Safe work	Audits reported in method statements in	Full Compliance in site compliance with <i>Rail Safety Act</i>
3. Quality	Minimal rework due to poor quality workmanship	Non-conformance reports	Minimal cost of any rework on site
4. Behaviour /Hours of Work	Compliance with fatigue management plan	Hrs of work and shift rosters for workforce and staff	Compliance with fatigue Management Plan tracked on a weekly basis by Site Manager

PART 2**Programme Milestones**

Milestone 1	Completion of Main Roof	24th November 2005
Milestone 2	Completion of the Western Concourse ready for Passengers	24th November 2005
Milestone 3	Completion of the Eastern Concourse ready for use by passengers	15th December 2005
Milestone 4	Practical Completion	30 April 2006

ANNEXURE C

Authority to Obtain from DIMA Details of Immigration Status

I, _____
(Family Name) (Given Name/s)

Date of Birth: Nationality:

Visa number: Passport number:

authorize the Department of Immigration and: Multicultural Affairs (DIMA) to release by fax to

(Name of employer representative)

details of my immigration status and entitlement to. work legally in Australia.

This information will only be made available to the employer representative or an authorised trade union officer on request.

I also understand the above-named will only use this information for the purpose of establishing and verifying only my legal entitlement to work in Australia and for no other purpose.

Signed: Dated:

Name of employer:

Phone: Fax:

Please send or fax this form to:
The Department of Immigration and Multicultural Affairs
Phone: (02) 9258 4730
Fax: (02) 9258 4763

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

Printed by the authority of the Industrial Registrar.

AWU-AMR ENTERPRISE AWARD 2004

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Workers' Union New South Wales, industrial organisation of employees.

(No. IRC 1497 of 2005)

Before Mr Deputy President Grayson

14 April 2005

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

Clause No. Subject Matter

1. Title
2. Purpose
3. Commencement and Term of Award
4. Hours of Duty
5. Shift Allowance
6. Overtime
7. Meal Allowance
8. Wages and Classifications
9. Training and Multi-skilling
10. Joint Consultative Committee
11. Contract of Employment
12. Disputes
13. Disciplinary Action
14. Holidays
15. Annual Leave and Loading
16. Long Service Leave
17. Sick Leave
- 17A. State Personal/ Carer's Leave Case - August 1996
18. Bereavement Leave
19. Jury Service
20. Payment of Wages
21. Briefing Sessions
22. Clothing
23. Requirement to Work in Accordance with the Needs of the Enterprise
24. Recall to Work
25. Superannuation
26. Union Meetings
27. Redundancy
28. Essential Service
29. No Extra Claims

PART B

Table 1 - Rates of Pay

Table 2 - Other Rates and Allowances.

PART A

1. Title

This award shall be known as the AWU - AMR Enterprise Award 2004.

2. Purpose

The purpose of this award is to regulate the conditions of employment and to describe the enterprise agreements which will exist between Australian Metal Recovery Pty Ltd ("the employer") and the AWU, New South Wales Division ("the union") at its area of operation located within No. 21 Processing Area, Springhill Road Port Kembla.

This award shall apply to employees of Australian Metal Recovery Pty Ltd in the classifications contained herein.

It will be the objective of the parties to create a work environment at the Australian Metal Recovery plant which will encourage and support a highly skilled and committed workforce, where team work and employee development are priorities in achieving the plant's business objectives.

3. Commencement and Term of the Award

This award shall come into force from the beginning of the first pay period commencing on or after 1 July 2004 and shall apply thereafter until 30 June 2006.

This Award shall rescind and replace the terms and conditions of employment regulated by the AWU-AMR Enterprise Award 2002, published 4 July 2003 (340 I.G. 214).

4. Hours of Duty

- i) Ordinary working hours shall be an average of 38 hours per week over the full cycle of the relevant work roster.
- ii) Shift arrangements for all employees will be subject to the rosters set out in subclause (v) of this clause.
- iii) Shifts shall be of no longer duration than eight hours. Any time worked beyond this specified basis shall be at the rates defined in Clause 6 - Overtime.
- iv) Shift workers shall be paid, in addition to the rates payable under this award, shift work allowance in accordance with Clause 5 - Shift Allowance.
- v) Australian Metal Recovery is a 24 hour a day operation with an undertaking that night shift (10pm - 6am Sunday to Friday) will be manned by volunteers.

There will also be an undertaking by the employees that night shift shall be fully manned by operators who possess the necessary skills during periods of annual leave and / or maintenance training.

Should the employees fail to provide full manning as agreed above, the company shall direct employees with the necessary skills to work such night shifts.

All employees shall be provided with a minimum forty eight hours notice if required to work on a shift other than that ordinarily rostered for, unless a shorter period is mutually agreed. If the required notice period has not been given, all shifts worked within the required notice period shall be paid at overtime rates in accordance with Clause 6, Overtime.

Shift arrangements for all employees will be subject to the following rosters:

- a) Day and afternoon shift rotation:

Week One	6:00am to 2:00pm	Monday to Friday inclusive
Week Two	2:00pm to 10:00pm	Monday to Friday inclusive
Week Three	6:00am to 2:00pm	Monday to Friday inclusive
Week Four	2:00pm to 10:00pm	Monday to Friday inclusive

- b) Maintenance:

Week One	6:00am to 2:00pm	Monday to Friday inclusive
Week Two	6:00am to 2:00pm	Monday to Friday inclusive
Week Three	6:00am to 2:00pm	Monday to Friday inclusive
Week Four	6:00am to 2:00pm	Monday to Friday inclusive

Maintenance training will be for a period of three months per year of service with the understanding that some non-trades qualified operators may need to spend additional time the first time to gain the full benefit of training.

- c) Night Shift:

Week One	10:00pm to 6:00am	Sunday to Friday inclusive
Week Two	10:00pm to 6:00am	Sunday to Friday inclusive
Week Three	10:00pm to 6:00am	Sunday to Friday inclusive
Week Four	10:00pm to 6:00am	Sunday to Friday inclusive

- vi) Employees shall accrue 0.4 of one hour for each shift worked to allow one day to be taken off as a paid leisure day for each twenty day cycle worked.
- vii) Due to the commitment of a continuous five day operation leisure days will be taken at mutually agreed dates.
- viii) However, due to business needs, agreed hours may need to be varied and this will occur after mutual agreement between the Manager and the team operators.

5. Shift Allowances

- i) Shift workers shall be paid, in addition to the rates payable under this award, a shift work allowance determined at the rate of as set out in Item 1 of Table 2 - Other Rates and Allowances, of Part B, Monetary rates.
- ii) The first stage is applicable from the first full pay period commencing on or after 1 July 2004.

The second stage is applicable from the first full pay period commencing on or after 1 July 2005.

6. Overtime

- i) For all time worked in excess of or outside the ordinary working hours and time prescribed by this award shall be paid at a rate of double time for all hours worked.
- ii) Employees for all overtime worked on Saturday and Sunday, shall be paid at the rate of double time.
- iii) Employees for work performed on nominated public holidays and the Picnic Day shall be paid at the rate of double time and one half.
- iv) Cancellation of overtime in other than breakdown situations is to attract the following:
- a) Less than eight hours notice of cancellation when employee at work to be paid four hours at appropriate rate plus a meal allowance.

- b) Less than 16 hours on weekend overtime shifts employee to be paid four hours at appropriate rates. If the notification of weekend overtime cancellation is less than eight hours a meal allowance will also be paid.

7. Meal Allowance

Employees required to work overtime for more than two hours after the ordinary cessation of shifts without having been notified on the previous day of the requirement to work shall be provided with a meal by the employer or paid as set out in Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.

8. Wages and Classification

- i) The ordinary weekly rate which shall be paid to an employee, including the basic wage of \$121.40, shall be as set out in Table 1 - Rates of Pay, of Part B, Monetary Rates.
- ii) First stage is applicable from the first full pay period commencing on or after 1 July 2004.
Second stage is applicable from the first full pay period commencing on or after 1 July 2005.
- iii) For the purpose of this award:
 - a Level One operator shall mean a new employee undergoing the company's skills training;
 - a Level Two operator shall mean a person employed as a melt man, chemical plant operator, materials handling, crane operator, fork lift operator, loading shovel and repairs and maintenance;
 - a Level Three operator shall mean an employee appointed as a relief Team Leader;
 - a Level Four operator shall mean an employee appointed as a Team Leader.

9. Training and Multi-Skilling Provisions

- i) The employer will provide opportunities and training for employees to attain the various skills required to carry out the employer's operations.
- ii) Attendance at approved courses shall be paid on the basis of eight hour ordinary time. All out of pocket expenses shall be provided by the employer.

10. Joint Consultative Committee

- i) A Joint Consultative Committee shall be established and the membership shall be determined by agreement between the employees and the manager.
- ii) The Joint Consultative Committee shall facilitate and recommend multi-skilling and training programs and assess the achievement of skills for individual employees.

11. Contract of Employment

- i) Employment shall be on a weekly basis.
- ii) Employment of new employees shall be for a probationary period of eight weeks service. Should it be decided that the performance is unsatisfactory, then following discussions with a representative of the union, the employment of the probationary employee may be terminated immediately on completion of the eight week trial.
- iii) Employees shall perform work as the company shall from time to time reasonably require, providing that the employee is suitably trained.

- iv) From time to time the employer may need to employ casual labour by agreement of both parties and they shall be paid the award rate of a Level One operator (as set out in Table 1 - Rates of Pay, of Part B, Monetary Rates) plus a loading of 20% in lieu of annual leave, long service leave and sick leave entitlements.

12. Disputes

- i) The dispute procedure outlines shall apply to:
- a) individual disputes; and
 - b) disputes between the employer and employees.
- ii) To enable claims, issues and disputes to be progressed as work proceeds the following shall apply:
- a) The employee, employees or delegates of the union will place the claim, issue or dispute before the immediate supervisor. The immediate supervisor will take all reasonable steps to reply to the employee, employees or delegates of the union by the end of the shift. If a reply cannot be given by the end of the shift, a progress report shall be provided.
 - b) Failing agreement, the employee, employees or delegates of the union shall place the claim, issue or dispute before the employer's management. The claim, issue or dispute and all relevant circumstances relating to it shall then be fully reviewed by the management of the employer and by the union and all reasonable steps shall be taken in an endeavour to resolve the matter within forty eight hours.
 - c) Failing agreement, the claim, issue or dispute may be referred to the Industrial Relations Commission of New South Wales.
 - d) Whilst the above procedure is being followed, work will proceed normally.
- iii) The above procedures do not apply to claims, issues or disputes relating to genuine safety matters. In such matters, the employer will undertake immediate discussions and investigations with the employee, employees, or delegate or official of the union.

13. Disciplinary Action

- i) Should a representative of the employer consider that an action of an employee requires a disciplinary action the following procedure shall apply:

- Stage One The matter shall be discussed between the representative of the employer and the employee in the presence of the union delegate. If the occasion warrants action then an official warning shall be given to the employee.
- Stage Two If subsequent actions by the employee requiring disciplinary action become evident the matter will be discussed between the representative of the employer and the employee in the presence of the union delegate. If the occasion warrants action an official letter of warning shall be issued to the employee.
- Stage Three Should further breaches or actions be evident, discussion shall be held between the and representative of the employer, the employee, the union official and delegate and a decision shall be made as to whether the employee shall be stood down or dismissed. After a period not exceeding six months the conduct of the employee will be reviewed if there has been satisfactory improvement then an employee previously placed on stage one, two and three will be moved back to the previous level.

- ii) The above procedure shall not apply should action by the employee be serious misconduct including the following:

action considered to be a deliberate act of sabotage and/or wilful and blatant action dangerous to personnel and/or equipment.

action considered to be a breach of the employee's contract of employment (Clause 11.), such as refusal of duty (Clause 11. Part iii) (abandonment of the job leaving work unfinished without prior approval).

the theft and/ or the aiding and abetting the theft of company property.

In such circumstances and following discussions with an official of the union the employee may be immediately dismissed.

14. Holidays

- i) The following days or the days upon which they are observed shall for the purposes of this award be the nominated public holidays and no deduction shall be made from the wages of employees for such holidays if not worked:

New Year's Day

Australia Day

Good Friday

Easter Saturday

Easter Monday

Anzac Day

Queen's Birthday

Labour Day

Christmas Day

Boxing Day.

- ii) A Picnic Day shall be provided for and shall be taken by agreement.

15. Annual Leave and Loading

- i) Annual leave shall be provided in accordance with the *Annual Holidays Act 1944*.
- ii) In addition to the ordinary weekly rate of pay for the period of annual leave, a loading of twenty percent shall be paid.

16. Long Service Leave

- i) The provisions of the *Long Service Leave Act 1955* shall apply, subject to the following:
- a) With effect from the beginning of the first pay period on or after 1 July 2002, long service leave shall accrue at the rate of 13 weeks leave for each 10 years of continuous service.
- b) This rate of accrual is not retrospective and applies only to leave accruing after the commencement of the new rate of accrual as specified in subclause 16(i).

- ii) The *Long Service Leave Act 1955* provides:
- a) An employee who has completed with the company at least 5 years of continuous service but less than 10 years of continuous service and whose services are terminated
- by the company for any reason other than the employee's serious and wilful misconduct, or
- by the employee on account of illness, incapacity or domestic or other pressing necessity, or
- by reason of the death of the employee,
- will be paid out their accrued long service leave entitlement.
- b) An employee who has completed with the company at least 10 years of continuous service and whose services are terminated or cease for any reason will be paid out their accrued long service leave entitlement.

17. Sick Leave

- i) Paid Leave of absence shall be provided to cover personal illness and/or injury. Each employee is entitled to no fewer than five days sick leave which can not be accumulated in accordance with this clause.
- ii) Each individual case will be reviewed by a representative of management and reviewed on its own merits. When necessary, the approval and length of paid sick leave will be determined after consultation with the Team Operator and the Port Kembla Branch Secretary of the union.
- iii) The employee is to notify the employer of the inability to attend for duty, the nature of the illness and/or incapacity and the estimated duration of the absence before the commencement of the absence where practicable but within eight hours of the commencement of the absence.
- iv) Breaches of notification, failure to provide necessary medical evidence and unusual or excessive taking of sick leave determined by management shall be discussed between the representative of the employer, the employee and official of the union and the appropriate action determined.
- v) A committee comprising of operators, the union and management shall review and formulate sick leave policy during the first 12 months of this award.
- vi) Carers leave will be provided up to a maximum of three days per year of continuous service which cannot be accumulated. This leave will be granted on presentation of medical evidence of this illness.

17A. State Personal/ Carer's Leave Case - August 1996

- (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, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement provided for in clause 17, Sick Leave, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.
- b) The employee shall, if required, establish by production of a medical certificate, 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 of an adult child (including an adopted child, a stepchild, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de-facto spouse of the employee; or
 - d) a same sex partner who lives with the employee as the de-facto partner of that employee on a bona fide domestic basis; or
 - e) a relative of the employee who is a member of the same household where, for the purposes of this subparagraph:
 - (1) "relative" means - a person related by blood, marriage or affinity;
 - (2) "affinity" means - a relationship that a spouse, because of marriage, has to blood relatives of the other; and
 - (3) "household" means - a family group living in the same domestic dwelling.
 - d) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.
- (2) Unpaid Leave for Family Purpose -
- (a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subparagraph (ii) of paragraph (c) of subclause (1) who is ill.
- (3) Annual Leave -
- (a) An employee may elect, with the consent of the employer, subject to the *Annual Holidays Act 1944*, to take annual leave not exceeding five days in single-day periods, or part thereof, in any calendar year at the time or times agreed by the parties.
 - (b) Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this award.
 - (c) An employee and employer may agree to defer payment of the annual leave loading in respect of single-day absences until at leave five consecutive annual leave days are taken.
- (4) Time off in lieu of payment for overtime -
- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.
 - (b) Overtime taken as time off during ordinary-time hours shall be taken at the ordinary time rate, that is, an hour for each hour worked.

- (c) If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the 12-month period or on termination.
 - (d) Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the award.
- (5) Make-up Time -
- (a) An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off ordinary hours and works those hours at a later time during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
 - (b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours 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.

An employee and employer may agree to defer payment of the annual leave

18. Bereavement Leave

Bereavement leave will be provided. The amount of leave required will be determined by the representative of the employer and the employee.

19. Jury Service

An employee required for jury service during working hours shall be reimbursed by the employer an amount equal to the difference between the jury duty allowance and the amount of ordinary hours wages the employee would have received during that period.

20. Payment of Wages

- i) All wages shall be paid not later than Thursday of each week.
- ii) Payment shall be by way of electronic bank transfer. Funds will be credited to the employee's nominated bank account on normal pay days.

21. Briefing Sessions

Quarterly briefing sessions are to be held to facilitate management/operator communications and shall include discussions on general site performance, training and company performance.

22. Clothing

- i) On commencement of employment, then each twelve months each employee shall be provided with:
 - a) Two pairs of safety boots;
 - b) Three shirts;
 - c) Three pairs of trousers; and
 - d) Five pairs of work socks

Further to this, on presentation of the damaged clothing and/or boots the company will supply replacements within each twelve months providing that employees wear the correct footwear in the designated wet and dry areas.

- ii) Should an employee leave or be dismissed within three months of commencing employment then the cost of the value of the clothing issue shall be deducted from the final wage payment.

23. Requirement to Work in Accordance With the Needs of the Enterprise

For the purpose of meeting the needs of the enterprise, the employer may require any employee to work a reasonable amount of overtime, including work on Sundays and holidays at the rate prescribed by this award and unless reasonable excuse exists, the employee shall work in accordance with such requirements.

24. Recall to Work

- i) An employee recalled from home to work overtime shall be paid for a minimum of four (4) hours work.
- ii) The minimum recall payment shall not apply if the work is cancelled and a minimum of two (2) hours notice of cancellation is provided.

25. Superannuation

- i) The employer will contribute to occupational superannuation in accordance with the requirements of the superannuation guarantee scheme. Currently, the employer must contribute 9% of each employee's ordinary time earnings to a complying superannuation fund for this purpose.
- ii) ESSA is an abbreviation of an effective salary sacrifice arrangement. In this agreement, the abbreviation ESSA is used to describe a situation where an employee gives up an entitlement to salary or wages before he or she has earned the entitlement to receive that amount or, in other words, before the work is done in respect of which salary or wages are sacrificed.
- iii) Each employee may make an ESSA for the purposes of contributing to superannuation.
- iv) The employer will not permit an employee to make a salary sacrifice arrangement in relation to superannuation unless it is an ESSA.
- v) If an employee contributes to his or her superannuation fund at least 1% of his or her ordinary time earnings by an ESSA, the employer will contribute to that employee's superannuation fund an amount equal to 1% of his or her ordinary time earnings, in addition to the amount which the employer must contribute under the superannuation guarantee scheme referred to in (i).

26. Union Meetings

Employees will be paid up to six hours per year of service at appropriate rates to attend union meetings providing that;

an official of the union is present whenever practicable,

the meetings do not interfere with production,

normal dispute settling procedures (Clause 12. - Disputes) are adhered to.

27. Redundancy

a) Discussion Before Terminations.

- i) This clause shall apply to any collective dismissals by way of retrenchment whether made at the same time or over a period of time and where the dismissals relate to circumstances affecting the employers enterprise and not to the conduct of employee/s.

AMR shall hold discussions with the employees affected and their union.

- ii) The discussions shall take place as soon as practicable after AMR 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 purpose of the discussion AMR 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 of workers normally employed and the period over which the terminations are likely to be carried out.

b) Severance Pay

- i) 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:

Years Service	Plant Shut down Redundancy Pay
0-1	0 Weeks
1-2	4 Weeks
2-3	7 Weeks
3-4	10 Weeks
4-5	12 Weeks
5-6	14 Weeks
6-7	16 Weeks
7-8	19 Weeks
8-9	22 Weeks
9-10	25 Weeks
10-11	27 Weeks
11-12	29 Weeks
12-13	31 Weeks
13-14	33 Weeks
14-15	35 Weeks
	Capped at 35 Weeks

- ii) In addition to b) i) hereof each redundant employee will be entitled to four weeks notice or payment in lieu of notice.

c) Employment 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 AMR until the expiry of such

notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

d) Alternative Employment

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

e) Time Off During Notice Period

Where AMR has given notice of termination to a weekly employee, the employee shall be allowed up to eight hours 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.

f) Notice to Centrelink

Where a decision has been made to terminate employees in the circumstances outline in paragraph a) i) hereof, AMR shall notify in writing to Centrelink hereof 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.

g) 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 AMR 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 alternative employment

h) 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 after unsuccessful behaviour improvement procedures, or in the case of casual employees, or employees engaged for a specific period of time or for a specified task or tasks.

i) Where a decision has been made to terminate employees in the circumstances outlined in paragraph a) i) hereof AMR shall first offer and allow voluntary redundancies, to be accepted at management's discretion and will be governed by the needs of the enterprise.

Yrs Service	Voluntary Redundancy Pay
0-1	0 Weeks
1-2	4 Weeks
2-3	7 Weeks
3-4	10 Weeks
4-5	13 Weeks
5-6	16 Weeks
6-7	19 Weeks
7-8	22 Weeks
8-9	25 Weeks
9-10	28 Weeks
10-11	31 Weeks
11-12	34 Weeks
12-13	37 Weeks
13-14	40 Weeks
14-15	43 Weeks
	Capped at 43 Weeks

j)

- i) In cases where an operator wishes to leave the company because of medical conditions (excluding conditions subject to workers compensation claims), which both parties agree precludes him or her from carrying out their normal duties, we agree to pay all entitlements in paragraph b) i) hereof and severance pay of 2.5 weeks per full year of continuous service up to a maximum of 26 weeks.
- ii) In any case it is agreed that the union will be advised prior to any such agreement being reached or finalised.

28. Essential Service

In the event that there is a stoppage of work by AMR employees which may affect the supply of tin anodes, and the pick up and handling of Sinter Plant Dusts, the union and its members will agree to supply three operators at a mutually agreed time to ensure the maintenance of supply to the BHP Packaging Product Tinning Lines, and to service the Sinter Plant Dusts.

29. No Extra Claims

The union undertakes not to pursue any extra claims, award or over-award including State Wage Case Decision increases during the period of operation of this Award.

Not to be used as a precedent

This Agreement shall not be used in any manner whatsoever to obtain similar arrangements or benefits in any other plant or enterprise.

PART B

Table 1 - Rates of Pay

Classification	Base Rate \$	Stage One + 4.5% First full pay period on or after 1 July 2004 \$	Stage 2 + 4.5% First full pay period on or after 1 July 2005 \$
Level One	747.39	781.02	816.17
Level Two	895.81	936.12	978.25
Level Three	922.62	964.14	1,007.52
Level Four	949.44	992.16	1,036.81

Table 2 - Other Rates and Allowances

	Amount \$	Amount \$	Amount \$
Shift Work Allowance - for day, afternoon and maintenance	48.89	51.09	53.39
Shift Work Allowance - night shift only	Set at 25% of operators classification and rate of pay		
Meal Allowance for each meal	11.90	12.44	13.00

J. P. GRAYSON *D.P.*

(691)

SERIAL C3751**ENTERTAINMENT AND BROADCASTING INDUSTRY - FILM AND
VIDEO PRODUCTION (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 1991 of 2005)

Before The Honourable Justice Haylen

6 May 2005

AWARD**PART 1****APPLICATION AND OPERATION OF AWARD****1 Title**

This Award will be known as the Entertainment and Broadcasting - Film and Video Production (State) Award

2 Arrangement

The Award is arranged as follows:

PART 1 - APPLICATION AND OPERATION OF AWARD

Clause No. Subject Matter

1. Title
2. Arrangement
3. Application and Parties Bound
4. When the Award Commences
5. Locality
6. Definitions
7. Production/Enterprise Flexibility Provisions

**PART 2 - EMPLOYER AND EMPLOYEES DUTIES, EMPLOYMENT RELATIONSHIP AND
RELATED MATTERS**

8. Terms of Engagement
9. Part-Time Employment
10. Casual Employees
11. Termination of Employment
12. Redundancy

PART 3 - WAGES, CLASSIFICATIONS AND RELATED MATTERS

13. Classifications and Rates of Pay
14. Exceptions to Certain Clauses
15. Documentary Productions
16. Superannuation
17. Payment of Wages

PART 4 - HOURS OF WORK AND RELATED MATTERS

18. Hours of Work
19. Calculation of Penalties and Provision of Rosters
20. Overtime
21. Five/Six Day Week
22. Breaks between Work Periods
23. Meal Breaks
24. Rest Periods

PART 5 - ALLOWANCES

25. Travelling
26. Clothing
27. Reimbursement for Facilities

PART 6 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

28. Annual Leave
29. Sick Leave
30. Public Holidays
31. Parental Leave
32. Personal/Carer's Leave
33. Compassionate Leave

PART 9 - AWARD COMPLIANCE, CONSULTATION AND ANTI DISCRIMINATION

34. Access to Award
35. Dispute Settlement Procedure
36. Employee Consultation
37. Anti Discrimination
38. Index of Facilitative Provisions

Appendix A - Transitional and translation arrangements

3. Application

- (a) This award shall apply to all persons classified in clause 13 - Classifications and Rates of Pay employed in the industry as defined, throughout the State.
- (b) It shall not apply to the following companies:
 - (a) Walt Disney Television Animation (Aust.) Pty Ltd.
 - (b) Westside Television Productions Pty. Ltd
 - (c) Australian Film Television and Radio School
 - (d) Hoyts Productions Pty Ltd
 - (e) Kennedy Miller Pty. Ltd
 - (f) Hoyts Television Pty Ltd
 - (g) Roadshow Coote and Carroll Pty Ltd
 - (h) Broadcom Australia Pty Ltd

Video clip reproduction shall be exempt from the provisions of this award.

4. When the Award Commences

This award rescinds and replaces the Entertainment and Broadcasting Industry - Film And Video Production (State) Award published 25 January 2001 (321 IG 972), and all variations thereof.

This award shall take effect from the beginning of the first full pay period to commence on or after 6 May 2005 and shall remain in force for a period of twelve months.

5. Locality

This Award will apply within New South Wales

6. Definitions

For the purposes of this Award the following definitions will apply:

6.1 Assistant

A person employed in any classification who assists under supervision. For the purposes of this definition "supervision" means - working in the immediate proximity and in the same area.

6.2 Award

Entertainment and Broadcasting industry - Film and Video Production (State) Award

6.3 Documentary production

A production which does not utilise actors, and in which there is no alternative to the working of irregular hours because of the geographic location involved and/or the subject matter of the production, and in which the number of persons engaged under the Agreement does not exceed six.

6.4 Exceptional circumstances

Means - any one of the following:

unfavourable weather;
acts of God;
sudden unforeseen unavailability of location;
sudden illness or sudden unforeseen unavailability of key crew or contracted artist;
loss, damage or unforeseeable delay in delivery of key prop or other key element;
equipment breakdown; or
negative damage.

6.5 Gross agreed remuneration

Means - In any week, gross wages payable to the employee (including over award payments) for the number of hours which the employee has agreed to work in that week for the employer. It will not include payment for irregular or unexpected overtime, but it will include amounts paid for time which the employee had agreed to work, but was not actually required to perform duties by the employer. It will not include allowances or per diems payable as reimbursement for expenses or amounts paid for hire of equipment. Amounts paid in respect of annual leave will be regarded as part of gross agreed remuneration. Amounts paid by way of pro rata annual leave will not be regarded as part of gross agreed remuneration.

6.6 Industry

The industry in which persons are employed or engaged in producing film, video or television programs, but not including the employment or engagement of persons by television broadcasters.

6.7 Location away from home

Means - a location utilised for filming or recording where:

accommodation is provided by the employer; and

by surface transport more than two and a half hours is taken to reach the 25 km zone of the capital city of the employer's usual place of business from the location by a reasonably practical route; and

the location is a requirement of the script.

6.8 Union

Media Entertainment and Arts Alliance

6.9 MEAA

Media Entertainment and Arts Alliance

6.9 Reasonable accommodation

Unshared, modern motel style accommodation

6.10 SPAA

Screen Producers Association of Australia

6.11 EF

Employers First

6.12 Week

The period Monday to Sunday inclusive

7. Production/Enterprise Flexibility Provisions

7.1 Where an employer or employees wish to pursue an agreement at the production, or enterprise level about how the award should be varied so as to make the production or enterprise operate more efficiently according to its particular needs, the following process will apply:

7.1.1 A consultative mechanism and procedures appropriate to the size, structure and needs of the production or enterprise will be established.

7.1.2 For the purpose of the consultative process the employees may nominate the Union or another to represent them.

7.1.3 Where agreement is reached, an application will be made to the Commission in accordance with the provisions of Part 2 of Chapter 2 of the *Industrial Relations Act 1996*.

PART 2

EMPLOYER AND EMPLOYEES DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED MATTERS

8. Terms of Engagement

- 8.1 Employment will be by the week. Any employee not specifically engaged as a casual employee will be employed by the week.
- 8.2 An employer may deduct payment for any day where an employee cannot be usefully employed because of any strike, ban on work, or any other stoppage or interruption with work beyond the control of the employer.
- 8.3 It is a term of engagement that in circumstances in which the nature of work required for a particular engagement nullifies, voids or otherwise has the effect of cancelling (either wholly or in part) the operation of the employee's personal insurance the employer will indemnify the employee and/or the employee's dependants or heirs against any loss arising.

9. Part-Time Employment

- 9.1 An employee may be engaged by the week to work on a part-time basis for an agreed number of ordinary hours less than 38.
- 9.2 The ordinary hours of work and days on which such work is to be performed will be agreed in writing between the employer and the employee before the employee begins part-time employment. Such agreed hours and days may be varied by agreement in writing between the employee and the employer.
- 9.3 The minimum hourly ordinary time rate of pay for a part-time employee will be the minimum weekly rate for a full-time employee of the relevant classification divided by 38. Overtime and penalty payments will apply to a part-time employee in the same manner as they apply to a full-time employee.
- 9.4 Subject to the provisions of this clause and the matters agreed to in accordance with subclause 9.2, part-time employees will be entitled to all award entitlements including all leave provisions on a pro rata basis.

10. Casual Employees

- 10.1 Casual employees will be engaged and paid as such. A casual employee will be paid for a minimum of eight hours. The minimum hourly ordinary time rate of pay for a casual employee will be the minimum weekly rate for a full-time employee of the relevant classification divided by 38, plus an additional loading of 20 per cent. Casual employees will also be entitled to receive any penalties or other additional payments prescribed by this Award. For any hours worked in excess of eight hours in any one day the appropriate overtime rate will be paid.
- 10.2 Except when hired for one day only, a casual employee not required to work on a second or subsequent day will receive notice of cancellation prior to cessation of ordinary hours of work on the day prior to the next agreed starting time. If such notice is not given, the employee will be paid for a minimum of eight hours at the appropriate casual rate.
- 10.3 Casual employees engaged at a location may be employed for a minimum of four hours at the appropriate hourly rate in accordance with subclause 10.1.

11. Termination of Employment

- 11.1 Notice of termination by employer
- 11.1.1 In order to terminate the employment of an employee the employer will 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

- 11.1.2 In addition to this notice, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, are entitled to an additional week's notice
- 11.1.3 Payment in lieu of the notice will be made if the appropriate notice period is not required to be worked. Employment may be terminated by the employee working part of the required period of notice and by the employer making payment for the remainder of the period of notice.
- 11.1.4 In calculating any payment in lieu of notice, the wages an employee would have received in respect of the ordinary time he/she would have worked during the period of notice had his or her employment not been terminated will be used.
- 11.1.5 The period of notice in this clause, will not apply in the case of dismissal for conduct that justifies instant dismissal, including inefficiency within the first fourteen days only, neglect of duty or in the case of casual employees or employees engaged for a specific period of time or for a specific task or tasks.
- 11.2 Notice of termination by an employee.
- 11.2.1 The notice of termination required to be given by an employee is the same as that required of an employer, save and except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.
- 11.2.2 If an employee fails to give notice the employer has the right to withhold monies due to the employee to a maximum amount equal to the ordinary time rate of pay for the period of notice
- 11.3 Time off during notice period.

Where an employer has given notice of termination to an employee, an employee will be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off will be taken at times that are convenient to the employee after consultation with the employer.

12. Redundancy

12.1 Application

- (a) This clause shall apply in respect of full-time and part-time employees.
- (b) This clause shall only apply to employers who employ 15 or more employees immediately prior to the termination of employment of employees.
- (c) Notwithstanding anything contained elsewhere in this clause, this clause shall not apply to employees with less than one year's continuous service and the general obligation on employers shall be no more than to give such employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.
- (d) Notwithstanding anything contained elsewhere in this clause, this clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices or

employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.

12.2 Introduction of Change

(a) Employer's duty to notify

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

(b) Employer's duty to discuss change

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

12.3 Redundancy

(a) Discussions before terminations

- (1) Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone pursuant to subparagraph (1) of paragraph (a) of 12.2 above, and that decision may lead to the termination of employment, the employer shall hold discussions with the employees directly affected and with the union to which they belong.
- (2) The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provision of subparagraph (1) of this subclause and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination on the employees concerned.
- (3) For the purposes of the discussion the employer shall, as soon as practicable, provide to the employees concerned and the union to which they belong, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of workers

normally employed and the period over which the terminations are likely to be carried out. Provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

12.4 Termination of Employment

(a) 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", "programme", "organisation" or "structure" in accordance with subclause 12.2 (a)(1) above.

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

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

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

(b) Notice for Technological Change

This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from "technology" in accordance with subclause 12.2(a)(1) above:

- (1) In order to terminate the employment of an employee the employer shall give to the employee 3 months notice of termination.
- (2) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (3) The period of notice required by this 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.

(c) Time off during the notice period

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

(d) Employee leaving during the notice period

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

(e) Statement of employment

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

(f) 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.

(g) Centrelink Separation Certificate

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

(h) Transfer to lower paid duties

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

12.5 Severance Pay

(a) Where an employee is to be terminated pursuant to subclause 12.4 above, subject to further order of the Industrial Relations Commission, the employer shall pay the following severance pay in respect of a continuous period of service:

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

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

- (2) Where an employee is 45 years 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

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

- (b) Incapacity to pay

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

The Industrial Relations Commission shall have regard to such financial and other resources of the employer concerned as the Industrial Relations Commission thinks relevant, and the probable effect paying the amount of severance pay in subclause (i) above will have on the employer.

- (c) Alternative Employment

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

- (d) Savings Clause

Nothing in this award 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.

PART 3

WAGES, CLASSIFICATIONS AND RELATED MATTERS

13. Classifications and Rates of Pay

- 13.1 Appendix A sets out the process for the translation into the classification structure set out in this clause of employees engaged in classifications previously set out in this award and classifications commonly utilised in the motion picture and video production (including post-production and animation) industry.
- 13.2 Subject to the terms of sub-clause 13.1 of this award, the minimum rates of pay to be paid to an employee employed in each of the classifications defined at sub-clause 13.6 are set out in Table 1 in Appendix B.:
- 13.3 The supplementary payments set out in this award are in substitution for any over award payment as defined at sub-clause 13.4 which would otherwise have been paid, up to the amount of the supplementary payment.

- 13.4 Over award payment is the amount (whether it is called an over award payment or referred to in any other terms) of any payment made to an employee which was not made in order to comply with the minimum rates of pay and conditions set out in this award.
- 13.5 The rates of pay in this award include the adjustments payable under the State Wage Cases of May 2003 and May 2004. These adjustments may be offset against:
- (a) any equivalent over award payments, and/or
 - (b) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
- 13.6 Employees engaged under the terms of this award will be classified in accordance with the classification descriptions set out below, and in accordance with the translation schedule set out in Appendix A to this award. That translation schedule includes both existing award classifications and classifications which are currently utilised in the industry. Employees whose job title is not included in the translation schedule will be classified in accordance with the position descriptions set out below and will be entitled to all provisions of the award.

Level 1 Relativity to classification C10 of the Metal Industry Award: 90.0%

- 13.6.1 Entry/base level for an inexperienced employee.

At this level an employee will have no prior experience or training in the industry and will work under direct supervision on general duties of a basic nature requiring only limited discretion. An employee at level 1 will be expected to satisfactorily fulfil or perform relevant indicative standards and tasks set out below:

Under supervision, perform basic duties related to the maintenance of animals, equipment, vehicles etc used in the film production process;

Light cleaning or preparation of location, studio and/or unit base;

Lift and handle scenery, props or equipment under direct instruction;

Pack and store simple objects under direct instruction;

Apply general safety procedures;

Develop an understanding of basic industry terminology and processes;

Work effectively in a team environment;

Undertake courier or driver duties;

Develop an understanding of basic industry production process;

Basic maintenance of relevant tools and equipment.

- 13.6.2 Level 2 - Relativity: 97.5%

A level 2 employee will have limited previous experience or training in the industry and will act as an assistant to production personnel engaged in non-trade technical and creative duties. Level 2 employees may work without direct supervision as required. An employee at level 2 will be expected to satisfactorily fulfil or perform relevant indicative standards and tasks set out below:

Assist in supervision of employees at level 1;

Competently perform all relevant tasks undertaken at level 1;

Demonstrate an understanding of production terminology and processes;

Undertake basic duties as assistant in relevant departments, including supervised maintenance, cleaning and storage of basic tools and equipment including costumes;

Demonstrate appropriate interpersonal skills, including problem solving with co-employees, performers and/or contractors or suppliers;

Undertake liaison and/or courier duties;

Provide basic assistance in production office and with the casting of extras;

13.6.3 Level 3 - Relativity: 103%.

A level 3 employees may hold a relevant trade certificate or its equivalent in a discipline or trade relevant to the industry, may have prior working experience in the industry and will have a good knowledge of technical and creative aspects of the industry. A level 3 employees will carry out duties under limited supervision. An employee at level 3 will be expected to satisfactorily fulfil or perform relevant indicative standards and tasks set out below:

Exercise technical and/or creative skills in required skill areas at a basic trade equivalent or better;

Assist in supervision of employees at level 1 or 2;

Understand and apply quality and safety control techniques;

Exercise good interpersonal and communication skills, particularly in consultation with performers, production personnel, etc;

Have a basic capacity to innovate and fault find using a broad range of materials, tools and/or technologies for installation, maintenance and/or repair and/or fabrication and/or construction and/or operation;

Perform duties under the pressure of production deadlines;

Have a sound understanding of industry terminology and craft, and an understanding of industry aesthetics and production processes;

Carry out repairs to equipment, props, costumes etc;

Provide organisational assistance to a head of department or other senior employee;

Exercise discretion within the scope of his/her department and classification;

Undertake production office, secretarial and executive management support duties as required;

Assist in organisation or supervision of loading/unloading props, scenery and equipment;

Undertake duties as an assistant in relevant departments.

13.6.4 Level 4 - Relativity 111%

A level 4 employees will be an experienced industry employee, who will work competently and with minimal supervision within her/his department, or may manage a discrete part of the production process. An employee at level 4 will be expected to satisfactorily fulfil or perform relevant indicative standards and tasks set out below:

Undertake creative and/or technical tasks in relevant departments;

Exercise technical and/or creative skills;

Understand and apply quality and safety control techniques;

Demonstrate a well developed understanding of industry craft and a developed understanding of industry aesthetics which is applied to the work performed;

Assist in the development and provision of training;

Carry out equipment maintenance, and carry out repairs to complex equipment as required;

Organise work and allocate work priorities;

Accurately generate and interpret reports and/or plans or designs;

Exercise discretion within the scope of the classification;

Supervise a work team or assist in the co-ordination of work across a number of departments;

Cast extras and liaise with agents in the casting process;

Assist in liaison with, and assist, performers;

Undertake supervision of some production office duties;

Provide specialist advice and/or equipment to the production;

Co-ordinate the provision of facilities for cast and crew on location/set;

Program and operate control systems, including software related to sound, lighting etc, or the mechanical operation of equipment or special effects;

Assist in the post production process;

13.6.5 Level 5 - Relativity 119%

A level 5 employee will be an experienced industry employee who may have undertaken advanced training. A level 5 employee will work competently at a high skill level without supervision as primary assistant to key technical and creative personnel. An employee at level 5 will be expected to satisfactorily fulfil or perform relevant indicative standards and tasks set out below:

Exercise technical and/or creative skills at a high level;

Provide and develop training in association with other skilled technicians and production management;

Have a complex understanding of production industry craft and a well developed sense of production industry aesthetics which is applied to work performed;

Develop work programs and allocate priorities for a work team;

Well developed capacity to develop solutions to relevant problems using a wide variety of materials, tools and techniques including specialised technologies for fabrication and/or construction, repair, maintenance and installation of advanced equipment, etc;

Apply a range of specialist knowledge and provide specialised skills;

Develop and generate reports/plans/designs/drawings as required and assist in co-ordinating production schedules and timelines as required to meet deadlines;

Capable of unsupervised solo work;

Undertakes production co-ordination duties at the level of assistant to Production Manager;

Organise and manage the use of locations and liaison with local authorities as required;

Assist first AD, liaise with production office and location/set, monitor schedule, supervise extras;

Operate and perform SFX sequences;

Exercise advanced trade skills in the art and props departments;

Assist the Art Director.

13.6.6 Level 6 - Relativity 130%

A level 6 employee will be an experienced industry employee who is capable of unsupervised work of a complex technical or creative nature. A level 6 employee may supervise a department on small scale productions or be deputy HoD on a large scale production. An employee at level 6 will be expected to satisfactorily fulfil or perform relevant indicative standards and tasks set out below:

Provide technical guidance to other employees;

Exercise high level skills in key technical and production support departments;

Prepare detailed reports as required in her/his area;

Assist in the development and provision of on the job training;

Operate, maintain and repair as required sophisticated/advanced equipment;

Design of sets, floor plans, construction plans etc;

Undertake all aspects of still photography;

Co-ordinate SFX sequences and sequences requiring animals;

Responsible for production accounting processes;

Supervision of make-up, hair and wardrobe departments;

Supervise cast and crew safety on set and location.

13.6.7 Level 7 - Relativity 143%

A level 7 employee will be an experienced industry employee with considerable advanced training or its equivalent. An employee at level 7 will be expected to satisfactorily fulfil or perform relevant indicative standards and tasks set out below:

Provide, develop and may supervise on the job training;

Provide a major contribution to the development of work plans, timelines and budgets for major productions;

Co-ordinate the activities of a number of departments within a production environment and assists in the solution of budgetary and other complex difficulties which arise in the development of work plans and production schedules, etc.;

Undertake duties of first assistant director;

Prepare complex integrated multi-department reports and plans/plots/drawings as required;

Work closely with designers and other senior creative staff in the development of concepts and plans etc.;

Exercise considerable discretion within the classification;

Responsible with heads of department for ensuring satisfactory quality of work at department level;

Advanced understanding of production industry craft processes and aesthetics and applies that to the work performed;

Liaise with and assist performers, and plan and provide all necessary co-ordination for effective location or studio management;

Undertake key technical responsibilities including maintenance, set-up and operation of complex camera, lighting, construction and electrical equipment;

Oversee the satisfactory co-ordination of technical services;

Oversee the recruitment of staff in co-operation with heads of department;

Supervise and design SFX and SFX make-up;

Supervise business and technical arrangements and monitor budget adherence;

Control and operate complex audio-visual production and post-production equipment;

Control and direct all aspects of continuity;

Supervise post-production;

Design costumes.

13.6.7 Level 8 - Relativity 158%

A level 8 employee will work at a level above and beyond an employee at level 7 and exercise advanced skill, judgement and control in key production, technical, or creative management. An employee at level 8 will be expected to satisfactorily fulfil or perform relevant indicative standards and tasks set out below:

Exercise key creative control of photography, sound and production design;

Direct second unit filming;

Perform duties as a senior department head or as senior creative personnel such as DOP, Production Designer or Sound Designer;

Supervise, design and direct complex creative processes as required;

Supervise the co-ordination of training.

13.6.8 Level 9 - Relativity 165%

A level 9 employee will demonstrate advanced industry skills as a Director working in series or serials, documentaries, animated productions, or similar productions. An employee at level 9 will be expected to satisfactorily fulfil or perform relevant indicative standards and tasks set out below:

Undertake all duties of Director or Animation Director;

Integrate the work of performers and senior creative personnel to develop complex integrated work plans for major productions;

Exercise creative control of a production;

Develop complex plans as required.

13.6.9 Level 10 - Relativity 175%

A level 10 employee will demonstrate advanced industry skills as a Director working in feature film, mini-series and one shot drama/telemovie productions. An employee at level 10 will be expected to satisfactorily fulfil or perform relevant indicative standards and tasks set out below:

Undertake all duties of Director;

Integrate the work of performers and senior creative personnel to develop complex integrated work plans for major productions;

Exercise creative control of all aspects of a production including script rights, principal casting rights, fine cut rights and mix rights;

Develop complex plans as required.

13.7 An employee may be transferred to perform work other than the work for which she or he was engaged, provided that an employee will not suffer any reduction in his/her ordinary rate of pay by reason of such transfer.

13.8 An employee transferred to perform work for which a rate of pay higher than his/her own ordinary rate is prescribed by this Award will be paid at the higher rate during the period of transfer, or for four hours, whichever is greater. Provided that if the period is more than four hours the employee will be paid at the higher rate for one day. This subclause will not apply in cases where an employee is temporarily

relieving another employee engaged in a continuous process during a period of absence not exceeding one hour in any day.

14. Exceptions to Certain Clauses

14.1 The provisions of subclauses 18.1 to 18.6 inclusive, and clauses 19 - Calculation of penalties and provision of rosters and 20 - Overtime of this Award will not apply to employees engaged in the specific positions listed hereunder, and who are contracted to receive weekly remuneration as follows:

14.1.1 Where the production is scheduled as a five day week, four times the weekly rate for the relevant classification.

14.1.2 Where the production is scheduled as a six day week, five times the weekly rate for the relevant classification.

14.1.3 The specific positions referred to in this clause are as follows:

Production Supervisor;

Production Manager;

Unit Manager;

Director;

First Assistant Director;

Director of Photography;

Post Production Supervisor;

Editor;

Art Director;

Production Designer;

Supervisor Make Up;

Wardrobe and Costume Designer;

Sound Designer/mixer.

15. Documentary Productions

15.1 Where an employee is engaged for a documentary production and the employer and employee so agree the provisions of subclauses 19.1, 19.4 to 19.10 inclusive, 20.6 and 25.15 and clause 21 - Five/six day week will not apply while actually engaged in filming provided that such employee is paid at an hourly loading of at least 25% of the ordinary hours rate, such loading to be taken into account in the calculation of overtime and penalty rates, and MEAA or other authorised representative of the employee is advised by the employer at least two weeks in advance of the commencement of principal photography.

15.2 Notwithstanding any of the provisions of this subclause no employee engaged under an agreement reached using the provisions of subclause 15.1 will be required to work more than thirteen consecutive days without a break of 34 clear hours off duty.

16. Superannuation

- 16.1 In addition to all other amounts payable under this Award, each employer will pay into a superannuation fund an additional proportion of each employee's gross agreed remuneration as prescribed by Commonwealth legislation. Such amounts will be posted to an individual account in the fund in the name of those employees registered with a fund. The employer will advise employees upon engagement of their entitlements in accordance with this clause. An employee who remains unregistered with a fund during the entire course of his/her employment with an employer will not be entitled to contributions as provided for in this clause. It will be the responsibility of employees to provide details of their fund registration to the employer or to complete fund registration documents as the case may be.
- 16.2 Where a dispute arises as to the amount of superannuation contributions to be paid, subject to the requirements of and without prejudice to the rights of any party pursuant to relevant legislation, the dispute resolution procedure of this Award will be utilised to attempt to resolve the dispute.
- 16.3 The superannuation fund referred to in subclause (i) of this clause is the Superannuation Trust of Australia (S.T.A.) or, in the case of members of Employers First, A.S.S.E.T. or S.T.A, or in any event, another complying fund as agreed between the employer and employee.

17. Payment of Wages

- 17.1 Subject to subclause 17.2 hereof, wages will be paid fortnightly unless the employer elects to pay on a weekly basis.
- 17.2 All wages payment may be made by electronic funds transfer or by direct deposit to a bank or similar account nominated by the employee, or as otherwise agreed between the employer and employee, and will be made no later than the Thursday following the week or fortnight in respect of which payment is made.
- 17.3 On the day on which payment of wages is made an advice slip will be provided to the employee indicating all payments including overtime and penalty payments and any deductions made.
- 17.4 Notwithstanding any provision of this clause, where an employee is engaged in work at a remote location, a reasonable proportion of the employee's wages must be made available to that employee in cash on the day on which payment is made.
- 17.5 Should an employee be incorrectly paid in any fortnight or week as the case may be, the necessary adjustment will:

in the case of overpayment, be made on the next pay day following discovery of the overpayment, or in accordance with arrangements agreed between the employer and the employee; and

in the case of short payment, be made within the next two working days after details have been supplied to the employer.

PART 4

HOURS OF WORK AND RELATED MATTERS

18. Hours of Work

- 18.1 Ordinary hours of work for full time employees will average 38 hours each week, which will by agreement between the employer and employees be worked on one of the following bases:
- 18.1.1 7 hours and 36 minutes per day over 5 consecutive days; or
- 18.1.2 in the case of engagements of more than 26 weeks duration as 19 working days per 28 day cycle; or

- 18.1.3 in the case of engagements of less than or equal to 26 weeks duration payment may be made on a pro rata basis at the rate of 1 day per 28 day cycle of the engagement or part thereof, at the conclusion of the engagement or part thereof; and such time, however paid, will be counted as time worked for the purpose of calculating annual leave entitlement.
- 18.2 Ordinary hours will be worked:
- 18.2.1 In days of 8 hours or 7 hours and 36 minutes, in either case, over 5 consecutive days in each week between Monday and Saturday. Such hours are to be worked continuously with the exception of meal breaks; and
- 18.2.2 To a maximum of 152 hours per 28 day cycle except where the provisions of paragraph 18.1.2 hereof apply, in which case the ordinary hours to be worked will not exceed 160 per 28 day cycle.
- 18.3 The 28 day cycles referred to in subclause 18.2 hereof will be nominated by the employer subject to the following provisions:
- 18.3.1 The cycle will commence on a Monday;
- 18.3.2 Once set by an employer they will not be altered without the written agreement of the employee, MEAA or another employee representative;
- 18.3.3 Each employee will be notified in writing, upon engagement, of the commencement date of the next 28 day cycle applicable to their employment.
- 18.4 Employees who commence employment other than on the first day of a 28 day cycle will be allowed time off (or paid overtime) at the rate of at least 24 minutes for each day worked until the commencement of the next such cycle. Such time off or payment will be made at or before the end of the first applicable 28 day cycle.
- 18.5 Where an employee agrees to work scheduled overtime in accordance with clause 20 of this Award, he/she will be allowed one day off per 28 day cycle without deduction from their gross agreed remuneration.
- 18.6 All time worked on a Sunday will be overtime and paid in accordance with clause 20 of this Award.
- 18.7 Except when living away from home and working on location, hours of work will commence and finish at a nominated place of call. A nominated place of call for the purposes of this Award will mean, in the case of a capital city, a place nominated by the employer within 25km of the GPO of such capital city or in other cases, a place nominated by the employer within 25km of the employer's usual place of business.
- 18.8 An employer will clearly state their usual place of business before engaging an employee and any document offering employment or any contract or proposed contract of employment will specify the employer's usual place of business for the engagement.
- 18.9 Employees who do not commence and finish work at the employer's usual place of business will receive the allowance specified in subclause 25.4 of this Award unless:
- 18.9.1 suitable transportation is made available to such employees by the employer; or
- 18.9.2 such employees are in receipt of either a petrol allowance or vehicle allowance from the employer.
- 18.10 When living away from home and working on location, hours of work will commence and finish at the place where the employee is provided with accommodation.

19. Calculation of Penalties and Provision of Rosters

- 19.1 For the purposes of applying penalties under this Award, the week will be divided into time zones as follows and the loadings indicated will be payable in addition to all other payments including overtime for work performed in the relevant time zones.

Zone	Loading
Zone A: 7 a.m. to 8 p.m.- Monday to Friday	Nil
Zone B: 8 p.m. to Midnight- Monday to Thursday	25%
12.01 a.m. to 7 a.m.- Tuesday to Friday 7 a.m. to 8 p.m.*- Saturday	
Zone C: 8 p.m. to Midnight- Friday and Saturday	50%
12.01 a.m. to 7 a.m.- Saturday	
Zone D: 12.01 a.m. to 7 a.m.** - Monday	100%

*Save that where an employee contracts to work a six day week as provided for in clause 21 of this Award the penalty payable for work between 7 a.m. and 8 p.m. on a Saturday will be as for Zone A of this clause:

**Save that where no work was performed on either the Saturday or Sunday preceding, the rate applicable for Zone D after 6 a.m. will be as for Zone B.

- 19.2 Penalty and overtime rates will be based on hourly rates calculated from the ordinary time rate (38 hour rate, including over award payments) on which the employees' gross agreed remuneration is based. A divisor of 38 will be used for such calculations.
- 19.3 Calculations will be made per quarter hour and work in excess of five minutes will be taken to the next quarter hour.
- 19.4 The employer shall provide each weekly employee with the following schedules:
- 19.4.1 in respect of an ongoing serial and/or series, an abbreviated schedule for each week of principal photography, showing the crew call time for each day of the week to which the schedule relates. The schedule in respect of the first week of principal photography shall be provided no later than the commencement of principal photography and schedules in respect of subsequent weeks shall be provided no later than 4 days prior to the commencement of principal photography in the week to which the schedule relates;
- 19.4.2 in respect of a production other than an ongoing serial and/or series, an abbreviated schedule for the first 2 week period of principal photography (or such greater or lesser period as is agreed between the employer and the employee) showing the crew call time for each day of the period to which the schedule relates. The schedule in respect of the first two week period of principal photography (or such other period as is agreed between the employer and employee) shall be provided no later than the commencement of principal photography and schedules in respect of each subsequent week shall be provided no later than 6 days prior to the commencement of principal photography in the period to which the schedule relates;
- 19.4.3 when a change is made to the crew call time specified in an abbreviated schedule provided in accordance with this paragraph which results in a change to the hours of work specified in that schedule, a 25% penalty shall be paid on all hours, in excess of one hour, by which the crew call time is varied. Provided that the 25% penalty on the changed hours shall not be payable if the employer gives the employee notice of the changed hours, in case of an ongoing serial and/or series of at least 4 days, and in the case of a production other than an

ongoing serial and/or series of at least 6 days, prior to the day on which such changed hours are worked or in exceptional circumstances.

- 19.5 Paragraph 19.4.1 shall only apply in respect of productions for which principal photography exceeds 2 weeks. In the case of a production where principal photography exceeds 1 week but is less than or equal to 2 weeks, an employer shall provide each employee with an abbreviated schedule showing the crew call time for the duration of principal photography. Such schedule shall be provided not later than the commencement of principal photography;
- 19.6 When a change is made to a crew call time specified in a schedule which results in a change to the hours of work specified in that schedule a 25% penalty shall be paid on all hours, in excess of one hour, by which the crew call time is varied. Provided that no 25% penalty shall be payable if the employer gives the employee notice of the change at least 3 days prior to the day on which the changed hours are to be worked or in exceptional circumstances.
- 19.7 An employer shall, during principal photography of a production, notify each casual employee at the cessation of work on one day, what will be the employee's call time on his/her next day of work.
- 19.8 Where a change is made to a call time notified to a casual employee which results in a change to the hours of work specified a 25% penalty shall be paid on all hours, in excess of one hour, by which the crew call time is varied. Provided that the 25% penalty on the changed hours shall not be payable if the employer gave the casual employee notice of the changed hours at least 10 hours prior to the changed call time or in exceptional circumstances.
- 19.9 The 25% penalty on changes to rostered hours prescribed in sub-clauses 19.4.3, 19.6 and 19.8 shall not be payable if the changed hours are unscheduled overtime.
- 19.10 Where a schedule is not provided in accordance with sub-clauses 19.4.1 and 19.4.2 all work undertaken in the period in respect of which a schedule has not been provided shall be paid for at a penalty rate equal to 100% higher than the rate of pay that would otherwise be applicable to such work.

20. Overtime

- 20.1 Overtime will be classified as scheduled or unscheduled in accordance with the provisions of this clause.
- 20.2 Scheduled overtime is overtime which an employee has agreed to work and for which the employer has agreed to pay (whether worked or not) at the commencement of an engagement.
- 20.3 Scheduled overtime may be contracted as follows:
- 20.3.1 Where a five-day week is worked scheduled overtime up to a maximum of two hours per day may be contracted for;
- 20.3.2 Where a six-day week is worked, scheduled overtime up to a maximum of two hours per day for each day between Monday and Friday inclusive and up to a maximum of ten hours on Saturday may be contracted for.
- 20.4 Subject to other penalties prescribed in this Award, payment for all overtime will be made as follows:
- 20.4.1 Monday to Saturday - Time and a half for the first two hours and double time thereafter.
- 20.4.2 Sunday - Double time;
- 20.4.3 Any time worked on any day in excess of 12 hours - Triple time.
- 20.5 Where overtime is worked on a day on which ordinary hours are not worked, payment will be made as for a minimum of four hours worked.

- 20.6 Any employee recalled to work after leaving the employer's premises shall be paid for a minimum of three hours work at the appropriate overtime rate.
- 20.7 Requirement to Work Reasonable Overtime
- 20.7.1 Subject to subclause 20.7.2, an employer may require an employee to work reasonable overtime at overtime rates or as otherwise provided for in this award.
- 20.7.2 An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
- 20.7.3 For the purposes of 20.7.2 what is unreasonable or otherwise will be determined having regard to:
- i. any risk to employee health and safety;
 - ii. the employee's personal circumstances including any family and carer responsibilities;
 - iii. the needs of the workplace or enterprise;
 - iv. the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - v. any other relevant matter.

21. Five/Six Day Week

- 21.1 The normal scheduled working week will consist of 5 consecutive days of up to 10 hours between Monday and Saturday inclusive. Working weeks of 6 consecutive days of up to 10 hours may be scheduled in the following circumstances:
- 21.1.1 In the case of:
- work performed on a location away from home; or
 - extenuating circumstances; or
 - productions where the total engagement is of a duration of 4 weeks or less; and
 - where work is performed in a Capital City, but only to the extent of 1 week in 6; and
 - where the employer and a majority of the employees concerned agree.
- 21.2 In the case of extenuating circumstances an employer will provide the affected employees and the MEAA or other representative of employees with evidence of such extenuating circumstances, the employer and the MEAA or other representative will enter into negotiations in order to determine the scheduling requirement occasioned by such extenuating circumstances, and the MEAA or other representative may agree to the scheduling of working weeks of six consecutive days of up to ten hours for the whole or part of any production affected by such extenuating circumstances. Where the employer, employees, the MEAA or other representatives are unable to reach agreement, the dispute resolution procedure of the Award will be utilised.
- 21.3 Where an employer proposes to schedule a working week or weeks in excess of five consecutive days of ten hours the employer will advise the employees and the MEAA or other representative of such intention as soon as possible and in any event at least six weeks prior to the commencement of principal photography for the production. Where the employer, employees, the MEAA or other representatives are unable to reach agreement, the dispute resolution procedure of the Award will be utilised.

22. Breaks Between Work Periods

- 22.1 The following breaks will be given, or the penalties prescribed in this subclause or in subclause 22.3, as the case may be, will be paid.
- 22.1.1 In the case of 2 consecutive days worked - 10 clear hours between the finish of one day's work and the commencement of the next day's work.
- 22.1.2 In the case of a single day off - 34 clear hours between the finish of work prior to the day off and the commencement of work following the day off.
- 22.1.3 Subject to paragraph 22.1.4 hereof, in the case of 2 or more consecutive days off - 34 clear hours for the first day and 24 hours for each subsequent day between the finish of work prior to the day off and the commencement of work following the day off.
- 22.1.4 In the case of 2 or more consecutive days off, a break of no less than 54 clear hours may be given where a majority of employees affected agree; or this occurs not more than once in every four weeks.
- 22.2 The breaks prescribed in subclause 22.1.2 hereof will be calculated from and to the times prescribed in clause 18 of this Award as the times at which the employees finish and commence their hours of work.
- 22.3 Except as provided in paragraph 22.1 hereof, any employee required to commence work at such time that he/she does not receive the breaks prescribed in 22.1 hereof, will be paid single time additional for all time actually worked thereafter until such time as he/she receives a break as set out in subclause 22.1.
- 22.4 An employee who commences work later than his/her scheduled starting time for the purpose of taking the breaks prescribed in 22.1 will be deemed to have commenced work at their scheduled starting time for the purpose of calculating payments under this Award.
- 22.5 An employee will not recommence work unless he/she has a ten hour break; however an employer can authorise an employee to do so, provided the employee is paid the prescribed penalty. Such authorisation may be made retrospectively or in advance of the work which requires that the employee's scheduled starting time be set back, and will be given by the employer or the employer's authorised representative.
- 22.6 An employee who finishes work earlier than his/her scheduled finishing time for the purpose of taking breaks or minimising penalties prescribed by this clause will be deemed to finish work at their scheduled finishing time for the purpose of calculating payments under this Award (other than the penalty prescribed in subclause 22.3).

23. Meal Breaks

- 23.1 If duty commences before 5.00a.m. the employer will allow a half hour break between the hours of 6.30a.m. and 8.00a.m. This break will be considered as time on duty and breakfast will be provided by the employer or an allowance as set out in Table 2 of Appendix B.
- 23.2 Meal breaks will commence not later than 5 hours from the start of the work session or the end of the last meal break, whichever is the later, except:
- 23.2.1 in cases where it is not practicable for all employees to take their break within 5 hours, an employee will not be required to work for more than 6 hours at ordinary rates of pay, without a break for a meal; or
- 23.2.2 by agreement between an employer and employee, an employee may work in excess of 5 hours but not more than 6 hours at ordinary rates of pay without a meal break; or

- 23.2.3 by agreement between an employer and the majority of employees concerned, employees may work in excess of 5 hours but not more than 6 hours at ordinary rates of pay without a meal break.
- 23.3 Upon location if a satisfactory lunch cannot be obtained by the employee such meal will be provided by the employer or the employee will be paid an amount as set out in Table 2 of Appendix B. Upon location dinner will be provided by the employer or the employee will be paid an amount as set out in Table 2 of Appendix B.
- 23.4 If the meal break is not allowed as provided by this clause the normal time of the meal break will be paid for; at time and a half of the ordinary rate for week days; at time and three-quarters for Saturdays, at double time for Sundays, and at double time and a half for public holidays. The employee will be permitted to have their usual meal break without deduction from their ordinary rate of pay as soon as possible after the prescribed meal break.
- 23.5 Notwithstanding the above where any employee is required to work beyond the time of their second meal break such meal will be provided by the employer or the appropriate allowance will be paid to the employee by the employer.
- 23.6 When overtime duty is performed beyond 12.00 midnight a supper break of half an hour must be allowed and taken as time on duty. The employer must provide supper or reimburse the employee at the rate as set out in Table 2 of Appendix B.

24. Rest Periods

- 24.1 Subject to subclause 24.3, employees shall be granted a rest period of 10 minutes during the morning and afternoon of each day. Where the period between meal breaks or starting time and meal breaks is more than 5 hours or 6 hours as permitted by clause 23.2, the rest period shall be of 20 minutes duration. Refreshments shall be provided but no employee shall be entitled to more than one rest period during each morning and afternoon.
- 24.2 Rest periods shall be taken at times arrived at by mutual agreement between the employer and the employee which do not interfere with production.
- 24.3 Where an employee commences duty after 5.00 a.m. and is provided with breakfast by the employer, the employee shall not be entitled to a rest period during the morning.

PART 5

ALLOWANCES

25. Travelling

- 25.1 All travel required between the daily commencement of work and the daily conclusion of work including all travel to and from location will be the responsibility of the employer, subject to the provisions of this clause.
- 25.2 All time spent in travelling will be counted as time worked, subject to the provisions of the Award.
- 25.3 Where an employee elects, with the written agreement of the employer, to provide her or his own transport to a location which is at a distance of more than 25 kilometres from the capital city in which the employer's usual place of business is located, time spent in travel will be regarded as time worked and will be calculated as between a radius of 25 km from the GPO and the place of location, such distance to be measured on the basis of the shortest practicable route by road between the employer's usual place of business and the location, and the time taken will be calculated on the basis of 2 minutes for each kilometre of distance between the 25 kilometre radius and the location. If the location is within the 25 kilometre radius the location may be considered the place of call and the employee's time worked may be calculated from her/his call time at such location.

- 25.4 Where, prior to January 1, 1998, an employer had established his/her usual place of business in a town or place other than within a 25 km radius of the GPO of a Capital City and is recognised as carrying on his/her business from that place, the payment of allowances and the calculation of travelling time under this clause will be determined by agreement between the employer and the Union in accordance with the general principles of this clause.
- 25.5 Mode of transport
- 25.5.1 Where rail transport is utilised for travel to and from location, first class tickets (including, where applicable, sleeping berth accommodation) will be provided. Where air or sea transport is utilised, economy class tickets will be provided. Charter aircraft may be utilised where no regular commercial service is available at the time of travel. Transport from terminus, airport or landing place to the final destination and return will be the responsibility of the employer.
- 25.5.2 Employees travelling during the course of their employment at the request of an employer in aircraft other than regular passenger carrying aircraft under the command of a pilot holding an appropriately endorsed commercial pilot's licence, and who are disabled or killed during the course of such travel, will be entitled, in addition to all other rights and entitlements, to payment of a sum of not less than \$170,000 to the employee or his or her heirs or dependents. Where the employer effects equivalent insurance cover, the employee, heirs or dependents will not be entitled to this payment.
- 25.5.3 The employer will provide transport from the employer's usual place of business and from the place of call to and from any place of location including a place of location within a radius of 25 km of the GPO of the Capital City in which the employer's usual place of business is located, provided that where at the employer's request it is agreed that the employee arranges his/her own transport, within the 20 km radius, an allowance as set out in Table 2 of Appendix B will be payable to each such employee.
- 25.5.4 An employer will not require an employee to undertake a duty if it necessitates the employee travelling by a conveyance to which the employee has a reasonable objection. However should no alternative conveyance at similar cost be available to the employer, the employee may be stood down with pay for the duration of that particular assignment.
- 25.6 Allowances and loadings
- 25.6.1 Employees travelling during meal time for whom a meal is not provided will be paid an allowance as set out in clause 23, Meal Breaks and Table 2 of Appendix B.
- 25.6.2 Where an employee incurs additional costs as a consequence of working late at the employer's request or being called early as the case may be, the employer will either provide transport for the employee or reimburse him/her for the increased cost.
- 25.6.3 When an employee is required to drive a vehicle of more than two tonnes tare in addition to his/her basic rate of pay he/she will be paid a loading as set out in Table 2 of Appendix B.
- 25.6.4 Where an employee agrees to use his/her own motor car or motor cycle at the request of the employer he/she will be paid allowances as set out in Table 2 of Appendix B, or where an employee agrees to use his/her own motor car or motor cycle to travel to or from location at the request of the employer he/she will be paid minimum allowances as set out in Table 2 of Appendix B, provided that where fuel is provided by an employer the cost of such fuel will be deducted from the amount provided as allowance for the use of the motor vehicle:
- 25.6.5 Where an employee's vehicle is hired by an employer a flat rate may be contracted which includes a hiring fee and an amount to compensate for kilometres travelled.

25.7 Accommodation

Employees required to stay away overnight from their place of residence will be provided with reasonable accommodation. Where this is impossible and an employee is otherwise accommodated, employees will be entitled to the allowances set out in Table 2 of Appendix B for the provision of the following types of accommodation:

- 25.7.1 the standard of a private home, homestead, or hotel with shared facilities or where unshared accommodation is not provided.
- 25.7.2 the standard of air-conditioned caravans or air-conditioned and seweried mining camps.
- 25.7.3 the standard of shearer's quarters, rough mining camps, or by camping.

26. Clothing

- 26.1 Compensation to the extent of the damage sustained will be made where in the course of work an employee's clothing is damaged or destroyed provided that this will not apply in where such damage or destruction occurs due to the negligence or default of the employee.
- 26.2 Where any employee is required to wear a uniform, coat, overall, or any special dress, the employer will reimburse the employee the reasonable cost of buying and laundering those articles, unless they are provided and laundered by the employer.
- 26.3 When living away from home on location a laundry/dry cleaning allowance as set out in Table 2 of Appendix B will be provided unless agreement is reached between the employer and the employee that the employer will arrange for the laundering of the employee's clothes in lieu of payment of that allowance.
- 26.4 The employer will reimburse employees for the cost of buying and laundering all protective clothing required in the performance of their duties unless that clothing is provided and laundered by the employer.

27. Reimbursement for Facilities

Employees will be reimbursed the reasonable cost of obtaining access to proper and sufficient washing and sanitary conveniences, and, except when working on location and living-away-from-home, lockers for the safe storage of clothing and personal effects. This reimbursement will not be payable if the employer provides such facilities.

PART 6

LEAVE PROVISIONS

28. Annual Leave

Refer generally to the *Annual Holidays Act 1944*

- 28.1 Each employee on the completion of a twelve months qualifying period, which period will for the purposes of this clause be twelve months service with the same employer less the period of annual leave, will be entitled to four weeks annual leave plus 17-1/2% loading calculated on gross agreed remuneration.
- 28.2 Except as provided for in subclause 28.7, where the employment of an employee is terminated in any twelve months qualifying period then such employee will be paid one-twelfth of his/her gross agreed remuneration for the period so worked as pro rata annual leave.
- 28.3 Unless otherwise agreed between the employer and the employee, the employer will give each employee at least one calendar month's notice of the date from which annual leave will be taken.

- 28.4 Annual leave will be given and taken in 4 consecutive weeks or in lesser periods if the employer and employee so agree, none of which will be less than one week's duration.
- 28.5 Where any public holiday for which the employee is entitled to payment under this Agreement occurs during the period of annual leave of any employee under this clause, the period of annual leave will be increased by one day in respect of each such holiday.
- 28.6 An employee once sent on annual leave will not be recalled for duty before two-thirds of the period of his/her leave has expired.
- 28.7 When an employer closes down production or a section thereof for the purpose of allowing annual leave to all or the bulk of the employees engaged in production or a section or sections concerned the following provisions will apply:
- 28.7.1 The employer, by giving not less than one month's notice of his/her intention so to do, may stand down for the duration of the close down all employees concerned and allow to those employees who are not then entitled to four weeks leave pursuant to subclause 28.1 hereof, paid leave on a proportionate basis at the rate of 3.08 hours for each five ordinary working days worked.
- 28.7.2 An employee who has qualified for four full weeks annual leave pursuant to subclause 28.1 hereof and who has also completed a further week or more of continuous service will be allowed his/her annual leave in accordance with subclause 28.1 hereof and will also be paid on a proportionate basis at the weekly base rate of 3.08 hours for each five ordinary working days worked since the close of his/her last twelve months qualifying period.
- 28.7.3 The next twelve months qualifying period for each employee affected by such close down will commence from the day on which the production or section or sections covered is reopened for work. Provided that all time during which an employee is stood down without pay for the purposes of this subclause will be deemed to be time of service in the next twelve months qualifying period.
- 28.7.4 If in the first year of his/her service with an employer an employee is allowed proportionate annual leave under paragraph 28.7.1 hereof and subsequently within such year lawfully leaves his/her employment or his/her employment is terminated by the employer through no fault of the employee he/she will be entitled to the benefit of paragraph 28.7.1 hereof subject to adjustment for any proportionate leave which he/she may have been allowed as aforesaid.
- 28.8 An employer may close down his plant, or a section or sections thereof, for one or two separate periods for the purpose of granting annual leave in accordance with this subclause. Provided that where the majority of employees concerned agree, an employer may close down the plant or a section or sections, in one, two or three separate periods for the purpose of granting annual leave in accordance with this subclause. In such cases, the employer will advise the employees concerned of the proposed dates of each close down before asking them for their agreement.

29. Sick Leave

- 29.1 An employee who is absent from work on account of any personal sickness or on account of any accident arising out of and in the course of his/her employment will be entitled to leave of absence, without deduction of pay, subject to the following conditions and limitations:
- 29.1.1 For each completed month of employment; sick leave will accrue to the employee at the rate of one day for each month;
- 29.1.2 The employee will not be entitled to paid sick leave for any period of absence in respect of which he/she is paid workers compensation;

- 29.1.3 The employee will, within 24 hours of the commencement of such sick leave absence, inform the employer of his/her inability to report for duty, and as far as practicable, state the nature of the injury or illness from which he/ she is suffering and the estimated period of his/her absence.
- 29.2 The employee will, if so required by his/her employer, provide satisfactory evidence of the nature of the injury or illness and of his/her inability to attend for duty on any day or days for which sick leave is claimed.
- 29.3 Sick leave on the basis set out in paragraph 29.1.1 will accumulate from year to year, so that any balance of the period specified in that paragraph which has, in any year, not been taken by the employee as paid sick leave, may be claimed by such employee as paid sick leave, and will be allowed by the employer in a subsequent year without diminution of the sick leave prescribed in respect of that year. Sick leave that accumulates pursuant to this subclause will be available to the employee only for a period of three years from the end of the year in which it accrued.
- 29.4 An employee suffering any injury, as a result of an accident arising out of and/or in the course of his/her employment (not being any injury in respect of which he/she is entitled to workers compensation) necessitating attendance during working hours on a doctor, dentist, chemist or trained nurse, or at a hospital, will not suffer any deduction from his/her pay for the time (not exceeding four hours) as occupied on the day of the accident, or on any day subsequent thereto, during which he/she may make such visits or be hospitalised and will be reimbursed by the employer for all expenses reasonably incurred as a result of such attendances.

30. Public Holidays

- 30.1 Subject to the provisions of this clause, employees will be entitled to public holidays as set out in this clause without loss of pay.
- 30.2 An employee required to work on any of the public holidays provided for in this clause will be paid at the rate of double time and one half for all work performed on that day, subject to the payment of any overtime as set out at paragraph 20.4.3, and to clauses 19.1 and 22 of this Agreement, with a minimum as for four hours.
- 30.3 The following will be public holidays for the purposes of this Agreement:
- New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; and
- The following days, as prescribed in the relevant States, Territories or localities: Australia Day, Anzac Day, Queen's Birthday, and Eight Hour Day, May Day or Labour Day; and
- In New South Wales, the first Monday in August
- 30.4 When Christmas Day is a Saturday or Sunday, a holiday in lieu thereof will be observed on 27 December.
- 30.5 When Boxing Day is a Saturday or Sunday, a holiday in lieu thereof will be observed on 28 December.
- 30.6 When New Year's Day or Australia Day is a Saturday or Sunday, a holiday in lieu thereof will be observed on the next Monday.
- 30.7 Where in the State, public holidays are declared or prescribed on days other than those set out in this clause, those days will constitute additional holidays for the purpose of this agreement.
- 30.8 An employer, with the agreement of MEAA or other employee representative, may substitute another day for any prescribed in this clause.
- 30.9 An employer and their employees may agree to substitute another day for any prescribed in this clause. For this purpose, the consent of the majority of affected employees will constitute agreement.

- 30.10 An agreement pursuant to sub-clause 30.9 will be recorded in writing and be available to every affected employee.
- 30.11 MEAA or other employee representative will be informed of an agreement pursuant to sub-clause 30.9 and may, within seven days, refuse to accept it. MEAA or other employee representative will not unreasonably refuse to accept the agreement.
- 30.12 If MEAA or other employee representative, pursuant to sub-clause 30.11 refuses to accept an agreement, the parties will seek to resolve their differences.
- 30.13 If no resolution is achieved pursuant to sub-clause 30.12 the employer may apply to the Commission for approval of the agreement reached with their employees. After giving the employer and MEAA or other employee representative an opportunity to be heard, the Commission will determine the application.

31. Parental Leave

See the *Industrial Relations Act 1996*

32. Personal/Carer's Leave

- (a) Use of Sick Leave -
- (i) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (2) of paragraph (iii) of this subclause, who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement provided for in clause 12, 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:
- (A) a spouse of the employee; or
- (B) a defacto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
- (C) a child or an adult child (including an adopted child, a 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 the employee on a bona fide domestic basis; or
- (E) a relative of the employee who is a member of the same household where, for the purposes of this paragraph:

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

"affinity" means - a relationship that one spouse, because of marriage, has to blood relatives of the other; and "household" means a family group living in the same domestic dwelling.

- (iv) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and 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 -
 - (i) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in subparagraph (2) of paragraph (iii) of subclause (a) of this clause who is ill.
- (c) Annual Leave -
 - (i) An employee may elect, with the consent of the employer, subject to the *Annual Holidays Act 1994*, 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) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this award.
 - (iii) An employee and employer may agree to defer payment of the annual leave loading in respect of single-day absences until at least five consecutive annual leave days are taken.
- (d) Time Off in Lieu of Payment for Overtime -
 - (i) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.
 - (ii) Overtime taken as time off during ordinary-time hours shall be taken at the ordinary-time rate, that is, an hour for each hour worked.
 - (iii) If, having elected to take time as leave in accordance with paragraph (i) of this subclause, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the 12-month period or on termination.
 - (iv) Where no election is made in accordance with the said paragraph (i), the employee shall be paid overtime rates in accordance with the award.
- (e) Make-up Time -
 - (i) An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
 - (ii) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate, which would have been applicable to the hours taken off.

33. Compassionate Leave

- (i) An employee, other than a casual employee, shall be entitled to a maximum of three days compassionate leave without deduction of pay, up to and including the day of the funeral, on each occasion of the death of a person within Australian as prescribed in subclause (iii) of this clause.

- (ii) The employee must notify the employer as soon as practicable of the intention to take compassionate leave and will provide to the satisfaction of the employer proof of death.
- (iii) Compassionate leave shall be available to the employee in respect to the death of a person prescribed for the purposes of personal/carer's leave as set out in subparagraph (2) of paragraph (iii) of subclause (a) of clause 32, Personal/Carer's Leave, provided that, for the purpose of compassionate leave, the employee need not have been responsible for the care of the person concerned.
- (iv) An employee shall not be entitled to compassionate leave under this clause during any period in respect of which the employee has been granted other leave.
- (v) Compassionate leave may be taken in conjunction with other leave available under subclauses (b), (c), (d), and (e) of the said clause 32. In determining such a request, the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

PART 9

AWARD COMPLIANCE, DISPUTE RESOLUTION AND CONSULTATION

34. Access to Award

See section 361 of the *Industrial Relations Act 1996*

35. Dispute Settlement Procedure

- 35.1 The parties to this Agreement are committed to promoting good industrial relations based upon goodwill, consultation and discussion.
- 35.2 Stages 1 to 5 of this procedure will be observed by the union and the employer/parties to resolve any grievance, claim or dispute, except a safety dispute, which arises at the workplace in respect of a local matter, the resolution of which is not likely to have a repercussive impact at any other location in the industry.
- 35.3 Stages 4 and 5 of this procedure will be observed by union and the employer/parties to resolve any grievance, claim or dispute other than a grievance, claim or dispute referred to in sub-clause 35.2 or a safety dispute.
- 35.4 During the progress of discussions pursuant to Stages 1 to 5 of this procedure, no stoppage of work or any other form of limitation of work including any bans or limitation on the working of overtime will be applied.
- 35.5 Subject to subclause 35.3, nothing contained herein will preclude the employer and/or employer organisation and the union or other employee representative from entering into direct negotiations on any matter. Procedure:
 - Stage 1 The grievance, claim or dispute will be discussed between the employee(s) concerned and his/her/their immediate supervisor(s). A union or other employee representative may be requested to join the discussion.
 - Stage 2 If not resolved, the grievance, claim or dispute will be discussed between an authorised union or other employee representative and the employer or nominee.
 - Stage 3 If agreement has not been reached the grievance, claim or dispute will be discussed between an accredited union or other employee representative and the employer or nominee.
 - Stage 4 If the grievance, claim or dispute is still not resolved it will be discussed between the union or other employee representative and the employer or nominee.

- Stage 5 If the matter remains unresolved, then, without prejudice to the right of any party, including those under the *Industrial Relations Act 1996*, the matter may be referred to the Industrial Relation Commission for determination.

36. Employee Consultation

Employees will be entitled during working hours to meet union or other representatives for discussion of any matters reasonably associated with the provisions of the award. Such meetings will be arranged in order to minimise disruption to work, i.e. during meal breaks, etc. The employer will be advised in advance of any meeting held under this clause and provided advice has been given, will not unreasonably prevent union or other employee representatives meeting with employees in accordance with this clause.

37. Anti-Discrimination

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

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."

38. Index of Facilitative Provisions

The following clauses or sub-clauses of this Award enable the employer and employee to reach agreement on flexibility in relation to Award entitlements:

Subject Matter	Clause
Breaks between work periods	22
Closure of plant for separate periods	28.8
Documentary productions	15
Exceptions to certain clauses	14
Five/six day week	21
Hours of work	18
Meal breaks	23
Part-time employment	9
Public holidays	30

APPENDIX A

TRANSITIONAL AND TRANSLATION ARRANGEMENTS

New Classification Level, and Relativity	Production	Post-Production	Animation
Level 1- 90%	Stable Hand Brush Hand Construction Assistant	Assistant Tape Operator	Art Room Assistant
	Labourer Unit Assistant Driver/Runner		
Level 2 - 97.5%	Production Assistant/Runner Wardrobe Assistant Casting Assistant SFX Assistant	Edge Numberer (Cine) 2nd Assistant Dubbing Editor (Cine) Assistant Tape Operator 2 Post Production Assistant 3	Production Assistant/Digital Scanner Storyboard Assistant 2nd Assistant Animator 2nd Assistant Background Artist 2nd Assistant Layout Artist Assistant Cel Painter Cel Tracer Digital Painter
Level 3 - 103%	Clapper Loader Camera Assistant Third AD Production Secretary Assistant Make-up Assistant Hairdresser Assistant Floor Manager Wrangler Assistant Grip Lighting Assistant 3rd / 4th Electrics Location Scout (TVC)	2nd Assistant Editor (Cine) Assistant Tape Operator 1 Post Production Assistant 2 Digital Painter 2	Assistant Digital Camera Operator Animation Library Assistant 1st Assistant Animator 1st Assistant Background Artist Track Reader 1st Assistant Layout Artist Assistant Checker Animator (3) Cel Painter Digital Colour Grader

Level 4 - 111%	Armourer Carpenter Electrician Lighting Technician Generator Operator Assistant Animal	1st Assistant Dubbing Editor (Cine) Broadcast Tape Operator Post Production Assistant 1 Digital Painter 1	Checker Assistant Animator (HoD) Animation Camera Assistant (Film) Digital Painter (HoD) Colour Stylist
	Trainer/Pick-up Rider Draftsperson (Art Department) Set Dresser Set Maker Standby Props Standby Wardrobe Pattern Cutter Transport Manager Production Accounts Assistant Sign Writer Extras Casting		Digital Camera Operator
Level 5 - 119%	Assistant Art Director Props Buyer/Master Model Maker Scenic Artist SFX Technician Mechanic Best Boy Grip Boom Operator Make-up Artist Hairdresser Director's Assistant Production Co-ordinator Second AD Unit Manager Floor Manager Art Department Co-ordinator	1st Assistant Editor (Cine) Supervising Tape Operator On-Line Editor 3 Telecine 3 Sound System Operator 2 Digital Compositor	Digital Camera (HoD) Animation Library Supervisor Layout Co-ordinator Animation Production Co-ordinator Animator (2)
Level 6 - 130%	Set Designer Location Manager Gaffer Key Grip Focus Puller Technical Director Make-up Supervisor Hairdressing Supervisor Wardrobe Supervisor Construction Manager Production Accountant Head Wrangler/Horse Master/Animal Trainer Safety Supervisor SFX Co-ordinator Continuity Person Stills Photographer Story Editor	Dialogue Editor Effects/sound Editor On-Line Editor 2 Telecine 2 Sound System Operator 2 Digital Compositor	Background Artist Layout Artist Storyboard Artist Tracer/Painter (HoD) Animation Camera Operator (Film)

Level 7 - 143%	First AD Camera Operator Sound Recordist Gaffer (HoD) Key Grip (HoD) Continuity (HoD) Casting Director Art Director Lighting Designer Production Manager	Sound Designer/mixer On-Line Editor 1 Post Production Supervisor Music Editor Sound Effects Editor (HoD) Telecine 1 Visual Effects Designer	Animator (1) Digital Production Supervisor Layout Artist (HoD) Studio/Production Manager
	Costume Designer SFX Make-up Supervisor SFX Designer		
Level 8 - 158%	Director of Photography Second Unit Director Production Designer Sound Designer	Editor	Animator (HoD)
Level 9 - 165%	Director (series & serial)*		Animation Director
Level 10 - 175%	Director (features & mini-series)*		

*The distinction between the Director at Level 9 and at Level 10 is to be determined having regard to the differences between (level 10) features and mini-series (6 episodes or less), and (level 9) series and serials, considering such matters as the Director's script rights, principal casting rights, fine cut rights and mix rights

APPENDIX B

RATES OF PAY AND ALLOWANCES

Table 1 - Rates of Pay

Effective from the first pay period after 6 May 2005.

Classification	Total Minimum \$ per week	SWC 2003 adjustment \$	Total Minimum \$ per week
Level 1	481.50	17.00	498.50
Level 2	512.80	17.00	529.80
Level 3	535.70	17.00	552.70
Level 4	569.10	17.00	586.10
Level 5	602.50	17.00	619.50
Level 6	648.40	17.00	665.40
Level 7	702.60	17.00	719.60
Level 8	765.70	15.00	780.70
Level 9	792.40	15.00	807.40
Level 10	834.10	15.00	849.10

Effective from the first pay period after 6 November 2005

Classification	Total Minimum \$ per week	SWC 2004 adjustment \$	Total Minimum \$ per week
Level 1	498.50	19.00	517.50
Level 2	529.80	19.00	548.80
Level 3	552.70	19.00	571.70
Level 4	586.10	19.00	605.10
Level 5	619.50	19.00	638.50
Level 6	665.40	19.00	684.40

Level 7	719.60	19.00	738.60
Level 8	780.70	19.00	799.70
Level 9	807.40	19.00	826.40
Level 10	849.10	19.00	868.10

Table 2 - Allowances

Clause	Allowance description	From the first pay period after 6 May 2005 \$	From the first pay period after 6 November 2005 \$
23.1	Breakfast	9.64	9.97
23.3	Lunch on location	10.79	11.16
23.3	Dinner on location	16.54	17.11
23.6	Supper (overtime after midnight)	10.79	11.16
25.5.3	Arrangement of own transport, within 20km radius, at the employer's request	6.79	7.02
25.6.3	Vehicle over two tonnes tare	5.31	5.49
25.6.4	Use of own motor car	0.66/km	0.69/km
25.6.4	Use of own car when conveying equipment at the request of the employer	0.69/km	0.72/km
25.6.4	Use of own motor cycle	0.36/km	0.38/km
26.3	Clothing	9.09	9.40
25.7	Accommodation		
25.7.1	Private home, homestead, or hotel with shared facilities or where unshared accommodation is not provided	6.13	6.34
25.7.2	Air-conditioned caravans or air- conditioned and seweried mining camps	12.38	12.80
25.7.3	Shearer's quarters, rough mining camps, or by camping	24.64	25.49

W. R. HAYLEN J.

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(1811)

SERIAL C3764**LEND LEASE UNIVERSITY OF NSW - NMDZ PROJECT AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Bovis Lend Lease Pty Limited.

(No. IRC 1799 of 2005)

Before The Honourable Justice Walton, Vice-President

23 May 2005

AWARD**1. Arrangement**

Clause No.	Subject Matter
1.	Arrangement
2.	Objectives
2.1	Work Organisation
2.2	People Development/Skills
2.3	Environment & Safety
2.4	Generally
3.	Definitions
4.	Application
5.	Duration
6.	Industry Standards
6.1	Superannuation and Redundancy
6.2	Top Up/24 Hour Income Protection Insurance
6.3	Productivity Allowance
6.4	Payment of the Productivity Allowance
6.5	Changing the Programme and Scheduled Milestones
6.6	Contract Carriers
7.	Environment, Health, Safety and Rehabilitation (EHS&R)
7.1	Induction
7.2	Environment, Health and Safety Plans
7.3	The Safety Committee
7.4	Implementation of this Clause
7.5	OH&S Industry Induction
7.6	Formwork Safety
7.7	Temporary Power/Testing and Tagging
8.	Dispute Resolution
8.1	Employer Specific Disputes
8.2	Project Wide Disputes
8.3	Demarcation Disputes
9.	Monitoring Committee
10.	Productivity Initiatives
10.1	Learning Initiatives
10.2	Inclement Weather
10.3	The Site Management Plan
10.4	Rostered Days Off
10.5	Maximising Working Time
10.6	Hours of Work
11.	Immigration Compliance
11.1	Immigration compliance
11.2	Legal right of employees to work

12. Long Service Compliance
13. No Extra Claims
14. No Precedent
15. Single Bargaining Unit
16. Union Rights
 - 16.1 Visiting Union Officials
 - 16.2 Project Delegate
 - 16.3 Job Delegates
 - 16.4 Union Membership
17. Australian Content
18. Protective Clothing
19. Workers Compensation and Insurance Cover
20. Apprentices
21. Training and Workplace Reform
22. Project Death Cover
23. Anti-Discrimination
24. Personal/Carers Leave
 - 24.1 Use of Sick Leave
 - 24.2 Unpaid Leave for Family Purpose
 - 24.3 Annual Leave
 - 24.4 Time-off in Lieu of Payment for Overtime
 - 24.5 Make-up Time
 - 24.6 Rostered Days Off
25. Project Close-Down Calendar

Annexure A - Parties

Annexure B - Scheduled Milestones

Programme Milestones

Annexure C - Authority to Obtain from DIMA Details of Immigration Status

2. Objectives

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

2.1 Work Organisation

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

2.2 People Development/Skills

Provision of a career structure for all Employees based on skills and competencies and increased job satisfaction.

2.3 Environment & Safety

- (a) Provision of high standards of occupational health & safety on the Project; and
- (b) Improved impact of the Project on the environment.

2.4 Generally

- (a) Implementation of this Award, and compliance with all relevant statutory provisions;
- (b) Elimination of unproductive time;
- (c) Compliance by subcontractors with the provisions of applicable and/or enterprise agreements and legislative requirements;
- (d) Improved conditions for all employees working on the Project;
- (e) Increased leisure time for employees by eliminating excessive hours of work; and
- (f) Enhancing job opportunities for persons who have a legal right to work including persons who wish to take on apprenticeships or traineeships.

3. Definitions

"Award" means - this Lend Lease UNSW - NMDZ Project Award made between the Parties.

"Bovis Lend Lease" means - Bovis Lend Lease Pty Limited (A.C.N. 000 098 162) of Tower 13, Australia Square, Sydney NSW 2000.

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

"Contract Carrier" means - carrier engaged in or in connection with a Contract of Carriage for the purposes of section 309 of the *Industrial Relations Act 1996* where the Contract of Carriage is for carriage of Excavation and Demolition Material.

"Construction Manager" means - the Construction Manager for the Project appointed by Bovis Lend Lease from time to time

"Contract of Carriage" shall be as defined in the *Industrial Relations Act 1996*.

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

"Employer" means - Bovis Lend Lease and/or any subcontractors engaged to work on the Project.

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

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

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

"Excavation and Demolition Material" shall be as defined in the Transport Industry - Excavated Materials Contract Determination published 24 October 1997, as varied.

"Monitoring Committee" means - the committee established under clause 10 of this Award.

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

"Practical Completion" means - the completion of the Project, where the building is fit for occupancy and/or purpose, as determined by Bovis Lend Lease's Client.

"Programme Milestones" means - the milestones listed in Part 2 of Annexure B as amended by the Construction Manager from time to time.

"Project" means - the construction works contracted to Bovis Lend Lease at the University of NSW at the corner of ANZAC Parade & High Street, Kensington.

"Project Delegate" means the Employee who is the accredited representative of the Unions on the Project.

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

"Site Management Plan" means - the project or site management plan, a copy of which can be located at the office of the Construction Manager.

"Scheduled Milestones" means - those targets described in Part 1 of Annexure B as amended under Clause 6.5 from time to time.

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

"Unions NSW" means - the Labor Council of New South Wales.

4. Application

- (a) This Award will apply to work done on the Project by the Employees for the period the Employer engages the Employees to work on the Project.
- (b) Where Bovis Lend Lease engages a sub-contractor(s), it shall make it a condition of any contract that it enters into with its sub-contractor(s) that they will not employ or otherwise engage persons on wages and conditions, which are less favourable than those set out in this Award.
- (c) The Parties also acknowledge and agree that the terms of this Award form part of the tender conditions for work on this Project.
- (d) This Award is generally intended to supplement and co-exist with the terms of existing Enterprise Agreements and Awards and its primary purpose is to provide a framework for the Employers, Unions NSW and the Unions, to manage those issues on the Project which affect more than one Employer.

5. Duration

This Award shall operate on and from 1st February 2005 until Practical Completion.

6. Industry Standards

6.1 Superannuation and Redundancy

- (a) The Parties acknowledge that excluding apprentices (for whom a 9% contribution of ordinary time earnings shall be made), a contribution of \$100.00 per week or 9% of ordinary time earnings, whichever is the greater, will be made to the superannuation fund nominated in the relevant industrial instruments being C+BUS; NESS; STA, TWU or other schemes approved by the Parties. The above amount shall increase to \$110.00 per week from 1 July 2005.
- (b) The Employers will make a contribution of \$61 per week into ACIRT or MERT unless there is an alternative arrangement to the satisfaction of the individual Employer's employees and the Parties to this Award. This contribution shall increase to \$68.00 per week from 1 January 2007. The contributions for apprentices shall be: \$25 per week for 1st and 2nd year, \$35 per week for 3rd and 4th year.

6.2 Top Up/24 Hour Income Protection Insurance

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

6.3 Productivity allowance

- (a) Provided the Scheduled Milestones and the Programme Milestones are met, the Employer will pay a productivity allowance for each hour worked on the Project.
- (b) The productivity allowance under this Award is \$2.50 per hour worked.
- (c) The Construction Manager will determine whether the Scheduled and Programme Milestones have been achieved and if the Milestones have been met, the Project Manager will advise the Employers and the Monitoring Committee accordingly.

6.4 Payment of the productivity allowance

- (a) The productivity allowance

The Parties agree that the productivity allowance is paid only if the Scheduled Milestones and the Programme Milestones are met.

The Milestones are comprised of two (2) elements:

- (i) works completed against the Programme Milestones; and
- (ii) works completed to the Scheduled Milestones.

- (b) Programme and Scheduled Milestones

The Parties agree to use their best endeavours to meet or exceed the Schedules and Programme Milestones.

- (i) The productivity allowance shall be calculated and paid as follows:

1. the Construction Manager will review the works monthly and will verify the achievement of the Programme and Scheduled Milestones;
2. the Construction Manager will advise the client as to whether the relevant Programme and Scheduled Milestones have been achieved;
3. if the relevant Programme and Scheduled Milestones are met, the payment shall be \$2.50 per hour for each hour of time worked; and
4. payment shall be made as part of weekly wages.

- (ii) In the event that a Programme or Scheduled Milestone is not achieved, the Monitoring Committee shall meet with the Project Manager to determine:

1. the reason why the milestone target was not achieved; and
2. the action required to catch up the next milestone target.

- (iii) If a Programme Milestone or Scheduled Milestone is not achieved for two consecutive months:

1. the productivity allowance shall cease being paid; but

2. if in a following period work catches up to the Schedule, the completion to programme schedule component shall recommence, and shall include payments for the preceding period(s) not paid.
 - (iv) Payment shall be calculated on an hours worked basis only and shall not include any calculation of award or other entitlements.
 - (v) The Parties agree that achievement of the identified Scheduled Milestones shall be determined by Bovis Lend Lease's client and Unions NSW in conjunction with the Unions.
- (c) Transport workers

The Parties agree that the Award does not apply to purely incidental activities such as couriers. This Award will apply to transport workers who are employed by an Employer if the relevant Employer makes deductions from the remuneration of the transport worker(s) in accordance with the "Pay As You Earn" provisions of the *Income Tax Assessment Act 1936*. The Parties agree that any transport worker carrying out work relating to the Project will be paid, in addition to his or her remuneration, the project productivity allowance of \$2.50 per hour, provided that the transport worker is involved with the Project for two or more hours on any calendar day.

6.5 Changing the Programme and Scheduled Milestones

The Parties agree that the Scheduled and Programme Milestones must be reviewed and updated throughout the life of the Project and that the Monitoring Committee will meet at regular intervals and with the Construction Manager, agree and set new Scheduled and Programme Milestones.

6.6 Contract Carriers

The Parties agree that all Contract Carriers shall be paid in accordance with the rates of remuneration set out in Part B of the Transport Industry Excavated Materials Contract Determination.

7. Environment, Health, Safety and Rehabilitation (EHS&R)

7.1 Induction

- (a) All Employees must attend an agreed EHS&R induction course on commencement of their engagement on the Project.
- (b) All transport workers involved on the project shall undertake an appropriate Blue Card Induction Program conducted by a licensed Blue Card Training Provider in conjunction with the employer and the Transport Workers' Union.

7.2 Environment, Health and Safety Plans

All Employers must submit an environment, health safety and rehabilitation management plan, in accordance with the Safety Alliance for the Construction Industry "S" Pack, to Bovis Lend Lease. These plans should include evidence of:

- (a) risk assessment of their works;
- (b) hazard identification, prevention and control;
- (c) planning and re-planning for a safe working environment;
- (d) industry and trade specific induction of Employees;
- (e) monitoring performance and improvement of work methods;

- (f) reporting of all incidents and/or accidents;
- (g) compliance verification; and
- (h) regular EHS&R meetings, inspections and audits of the Project.

7.3 The Safety Committee

The Safety Committee will be properly constituted and will abide by the agreed procedures as defined in its constitution and as revised from time to time. All members of the Safety Committee will undertake agreed Occupational Health and Safety training with Comet Training or other agreed providers. The Safety Committee may invite the Union to attend any Safety Committee meeting or site inspection.

7.4 Implementation of this Clause

- (a) The Parties acknowledge and agree that all Parties are committed to safe working procedures and to the Project Environment Health and Safety Policy.
- (b) If the Construction Manager or the Safety Committee is of the opinion that an Employee or Employer has committed a serious breach of either the Environment Health and Safety Policy or the relevant safety management plan (or any other agreed safe working procedures), the Project Manager (or the Construction Manager on recommendation from the Safety Committee) will implement disciplinary action against the Employer or Employee which may include taking all steps required to remove the Employer or Employee from the Project.
- (c) The Parties agree that pursuant to clause 6.3 of the Code of Practice, in the event that an unsafe condition exists, work is to continue in all areas not affected by that condition and that an Employer may direct Employees to move to a safe place of work. No Employee will be required to work in any unsafe area or situation.

7.5 OH&S Industry Induction

No person will be engaged on site unless he or she has completed an Industry Occupational Health and Safety Induction (such as a "Green Card") approved by the Workcover Authority of NSW.

7.6 Formwork Safety

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

7.7 Temporary Power/Testing and Tagging

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

7.8 Crane Safety

No mobile crane will be allowed on the project site unless it has been certified by Cranesafe Australia (New South Wales). Such cranes will be required to display their current Cranesafe inspection label and their RTA registration certificate.

8. Dispute Resolution

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

8.1 Employer specific disputes

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

- (a) Discussion between those directly affected;
- (b) Discussion between site management representatives of the Employer and the Union delegate;
- (c) Discussion between site management representatives of the Employer and the Union organiser;
- (d) Discussion between senior management of the Employer, Bovis Lend Lease and the appropriate Union official;
- (e) Discussion between the Secretary of the relevant Union (or nominee) and Bovis Lend Lease NSW Operations Manager (or nominee);
- (f) Discussion between senior management of the Employer, Bovis Lend Lease and Unions NSW. This shall occur within 7 days of the dispute being initially raised;
- (g) If the dispute is not resolved after step (e), the Employer may notify the dispute to the Industrial Relations Commission of New South Wales, and request that the Industrial Relations Commission of New South Wales resolve the dispute pursuant to its powers set out in the *Industrial Relations Act 1996* (NSW);
- (h) Work shall continue without interruption or dislocation whilst the parties to the dispute are genuinely attempting to resolve the dispute.

8.2 Project Wide Disputes

In the event of a dispute or conflict effecting more than one Employer occurring, the following procedure will be adopted:

- (a) Discussion between those directly affected;
- (b) Discussion between site management representatives of Bovis Lend Lease and the Union delegate;
- (c) Discussion between site management representatives of Bovis Lend Lease and the Union organiser;
- (d) Discussion between senior management of Bovis Lend Lease and the appropriate Union official;
- (e) Discussion between the Secretary of the relevant Union (or nominee) and Bovis Lend Lease NSW Operations Manager (or nominee);
- (f) Discussion between Bovis Lend Lease Operations Manager (or nominee) and Unions NSW. This shall occur within 7 days of the dispute being initially raised;
- (g) If the dispute is not resolved after step (e), the Employer may notify the dispute to the Industrial Relations Commission of New South Wales, and request that the Industrial Relations Commission of New South Wales resolve the dispute pursuant to its powers set out in the *Industrial Relations Act 1996* (NSW);
- (h) Work shall continue without interruption or dislocation whilst the parties to the dispute are genuinely attempting to resolve the dispute.

8.3 Demarcation Disputes

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

- (a) Work shall continue without interruption or dislocation during discussion and resolution of disputes. This will not prejudice the position of any party;
- (b) Discussion between Unions NSW and the Unions to try to resolve the dispute;
- (c) The parties agree that the outcome of any matter dealt with the terms of Clause 8.3 (b), shall not be used as a precedent, reference, example or exhibit in any way whatsoever in matters arising from this Project;
- (d) If the dispute is not resolved after step (b), either Union may notify the dispute to the Industrial Relations Commission of New South Wales and request that the Industrial Relations Commission of New South Wales resolve the dispute pursuant to its powers set out in the *Industrial Relations Act 1996* (NSW);
- (e) Nothing in this sub clause shall affect the rights of an Employer or a Union in relation to the settlement of any demarcation issue.

8.4 Procedures to prevent Disputes Regarding Non- Compliance

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

9. Monitoring Committee

- (a) The Parties will establish a committee to monitor the success of this Award.
- (b) This Monitoring Committee will meet at the commencement of construction and then at monthly intervals or as required during construction on the Project.

- (c) The Monitoring Committee will consider ways in which the aims and objectives of this Award can be enhanced, which may include, but not be limited to discussion of:

developing more flexible ways of working;

enhancing occupational, health and safety;

productivity plans;

compliance with Awards and other statutory requirements by Employers; and

inserting new scheduled milestones into Annexure B.

If the principles of this Award are not being followed, the Committee will develop a plan in consultation with the Parties, to implement the intent of the Award.

- (d) the Monitoring Committee will meet at quarterly intervals or as required to review existing milestones and will set new milestones as appropriate during the course of this Award.

10. Productivity Initiatives

10.1 Learning initiatives

Each Employer shall be required to demonstrate to Bovis Lend Lease implementation of commitment to skill enhancement and workplace reform while working on the Project.

10.2 Inclement weather

The Parties to this Award will collectively proceed towards the minimisation of lost time due to inclement weather.

Further, the Parties are bound to adopt the following principles with regard to inclement weather and idle time created by inclement weather:

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

10.3 The Site Management Plan

- (a) The Parties agree that the Site Management Plan ("the Plan") is of paramount importance to the productive and efficient operations of the Project.
- (b) The Parties agree that they will comply with the Plan.

- (c) The Plan consists of sub-plans covering the following areas:
- deliveries, materials handling and personnel movement;
 - pedestrians, visitors and members of the public;
 - existing operators and neighbours;
 - protection of existing trees;
 - construction noise;
 - hours of work;
 - waste management and clean up;
 - behaviour on site.
- (d) If the Construction Manager considers that an Employee or Employer has committed a serious breach of the plan, the Construction Manager will discuss this matter with the relevant Employer and Union. After this discussion the Construction Manager may recommend that the Employee/Employer be removed from the Project.

10.4 Rostered Days Off

- (a) Subject to Clause 25, it is agreed that a procedure for increasing the flexibility of Rostered Days Off (RDOs) will be implemented on the Project.
- With a view:
- (i) to increasing the quality of working life for Employees;
 - (ii) to increasing the productivity of the Project; and
 - (iii) that any RDO's accrued on the Project must be taken during the course of the Project.
- (b) A roster of RDO's will be prepared, following consultation with the Monitoring Committee and agreement of the individuals involved and their respective union.
- (c) Records of each Employee's RDO status will be maintained by their Employer, and where possible, recorded on the Employee's payslip. Records of each Employee's RDO status shall be made available to the Employee, the Employee's delegate or union official upon request.
- (d) Where practicable, Saturday work prior to the published industry RDO's will not be worked.

10.5 Maximising Working Time

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

10.6 Hours of Work

- (a) Ordinary hours of work shall be 8 hours per shift between 6.00am and 6.00pm Monday to Friday. However, ordinary hours may commence from 5.00am by agreement between the Employer, Employee and relevant Union.
- (b) The Parties recognise that, in general, the hours worked by individuals in the construction industry are not consistent with the objectives of maintaining high productivity or a high quality

of life. As a means of improving this situation, no Employee on this Project will be expected to work in excess of 58 hours per week except in an emergency.

11. Immigration Compliance

11.1 Immigration compliance

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

11.2 Legal right of employees to work

Employers are required, prior to employees commencing work on-site, to check the legal right of employees to work. The authorisation form attached to this Award (as per Annexure C) may assist in providing evidence of the employee's legal status.

12. Long Service Compliance

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

13. No Extra Claims

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

14. No Precedent

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

15. Single Bargaining Unit

This Award was negotiated by Unions NSW on behalf of the Unions and by Bovis Lend Lease in its own right and on behalf of the Employers.

16. Union Rights

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

16.1 Visiting Union Officials

- (a) Union officials (party to this Award) when arriving onsite, shall call at the site office and introduce themselves to a Management representative of the Employer, prior to pursuing their union duties.
- (b) Union officials shall produce their right of entry permits, if required, and observe the relevant awards, the Occupational Health and Safety Act and Regulations, and other statutory/legislative obligations for entry to the site.

- (c) Union officials with the appropriate credentials shall be entitled to inspect all such wage records, other payment records and related documentation necessary to ensure that the Employers are observing the terms and conditions of this Award.
- (d) All such wages books and other payment records shall be made available within 48 hours on site or at another convenient, appropriate place, provided notice is given to the Employers and the Construction Manager by the Union.
- (e) Such inspections shall not take place unless there is a suspected breach of this Award, other appropriate industrial instruments, Enterprise Agreements, the *Industrial Relations Act 1996* (NSW), or other employer statutory requirements.

16.2 Project Delegate

Parties to this Award recognise that the Project workforce will elect a Project Delegate who shall be the principal spokesperson for the Project workforce.

Rights of the Project Delegate

- (a) The Parties acknowledge it is the sole right of the Project workforce to elect the Project Delegate, who shall be recognised as the authorised representative of the Unions in respect of the Project.
- (b) The Project Delegate shall have the right to approach or be approached by any Employee of an Employer to discuss industrial matters with that Employee during normal working hours.
- (c) The Project Delegate shall have the right to communicate with the Project workforce in relation to industrial matters without impediment by an Employer. Without limiting the usual meaning of the expression "impediment", this provision applies to the following conduct by an Employer:
 - (i) moving the Project Delegate to a workplace or work situation which prevents or significantly impedes communication with the Project workforce;
 - (ii) changing the Project Delegate's shifts or rosters so that communication with Employees is prevented or significantly impeded; and
 - (iii) disrupting duly organised meetings.
- (d) The Project Delegate shall be entitled to represent the Project workforce in relation to industrial matters on the Project, and without limiting the generality of that entitlement is entitled to be involved in representing the Project workforce:
 - (i) the introduction of new technology on the Project and other forms of workplace change;
 - (ii) career path, reclassification, training issues; and to initiate discussions and negotiations on any other matters affecting the employment of the Employees;
 - (iii) ensuring that Employees on the Project are paid their correct wages, allowances and other lawful entitlements;
 - (iv) to check with relevant industry schemes so as to ensure that superannuation, long service leave and redundancy has been paid on time.
- (e) In order to assist the Project Delegate to effectively discharge his or her duties and responsibilities, the Project Delegate shall be afforded the following rights:
 - (i) the right to reasonable communication with other delegates, union officials and management in relation to industrial matters, where such communication cannot be dealt with or concluded during normal breaks in work;

- (ii) at least 10 days per year paid time off work to attend relevant Union training courses/forums.
- (f) The Employer of the Project Delegate shall provide to the Project Delegate the following:
 - (i) a lockable cabinet for the keeping of records;
 - (ii) a lockable notice board for the placement of Union notices at the discretion of the Project Delegate;
 - (iii) where practicable, and if agreed to, a Project Delegate office;
 - (iv) where a Project Delegate office is not practicable, access to a meeting room;
 - (v) use of the telephone for legitimate union business associated with the Project;
 - (vi) from existing resources, and when required for legitimate union Project related business, access to a word-processor, typewriter, a photocopier, facsimile machine and e-mail.
- (g) There shall be no deduction to wages where a Union(s) requires the Project Delegate to attend any Court or Industrial Tribunal proceedings relating to industrial matters on the Project.

16.3 Job Delegates

Job Delegates of the respective Unions will be recognised by the Construction Manager and the Employers. The names of delegates should be advised to the Construction Manager. Job Delegates will be given appropriate time and facilities to assist them in their duties. Job Delegates will be given the opportunity for relevant paid trade union training and time to attend union meetings authorised by the Secretary of the relevant union, or his or her nominee.

16.4 Union Membership

- (a) Properly accredited officials and workplace representatives of the Union shall have the right to be provided with appropriate access to Employees to promote the benefits of union membership.
- (b) To assist in this process the Employer shall:
 - (i) if requested, and on the written authority of the Employee, provide payroll deduction services for union fees. Such fees shall be remitted to the union on a monthly basis with enough information supplied to enable the union to carry out a reconciliation; and
 - (ii) provide the union with access to talk to new Employees.
- (c) Nothing in this clause shall be contrary to the relevant legislation.

17. Australian Content

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

18. Protective Clothing

- (a) Employers will provide their Employees engaged on site with legally produced Australian made protective clothing on the following basis:

Safety Footwear

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

Clothing

Two sets of protective clothing (combination of bib and brace or shorts, trousers and shirts) will be supplied to all persons after accumulated engagement on site of 152 hours or more and will be replaced once per calendar year thereafter.

Jackets

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

- (b) In circumstances where any Employee(s) of an Employer is/are transferred to the Project from another project where an issue of equivalent clothing was made, then such Employees shall not be entitled to an issue on this Project until the expiry of the calendar year or on a fair wear and tear basis.
- (c) Employees who receive from their employer an issue and replacement of equivalent clothing and/or safety footwear as part of the Employer's policy or Enterprise Agreement shall not be entitled to the provisions of this clause.
- (d) Employers will consult with Unions NSW to be provided with a list of Australian manufacturers who use legal labour in the manufacturing of their work clothes.
- (e) All transport workers who are involved on the Project for longer than 2 hours on any calendar day, will be provided with safety footwear, one set of clothing and one jacket by their Employer prior to commencement on the Project, unless they have been provided with such footwear and clothing by their Employer within the previous 12 month period.

19. Workers Compensation and Insurance Cover

- (a) Employers must ensure that all persons that they engage to work on the project are covered by workers compensation insurance.
- (b) Bovis Lend Lease will audit Certificates of Currency from each Employer engaged on site to ensure that the wages estimate and tariff declared for the type of work undertaken is correct. This information will be available to accredited Union officials on request.
- (c) Employers and their Employees must comply with the following steps to ensure expedited payment of workers compensation.
- (i) All Employees will report injuries to the project first aider and their supervisor at the earliest possible time after the injury.
 - (ii) All Employees will comply with the requirements for making a workers compensation claim, including the provision of a Workcover medical certificate, at the earliest possible time after the injury. This information will also be supplied to the Project first aid officer, and their supervisor.
 - (iii) In cases where the Employee is unable to comply with the above, the relevant Employer will assist in fulfilling requirements for making a claim.

- (d) Employers must ensure that they are aware of and will abide by Sections 63 to 69 of the *Workers Injury Management and Workers Compensation Act 1998*, which provide that:

The Employer shall keep a register of injuries/site accident book in a readily accessible place on site;

All Employees must enter in the register any injury received by the Employee. The Employer must be notified of all injuries on site immediately

An Employer who receives a claim for compensation, must within seven (7) days of receipt, forward the claim or documentation, to their insurer;

An Employer who receives a request from their insurer for further specified information must within seven (7) days after receipt of the request, furnish the insurer with the information as is in the possession of the Employer or reasonably obtained by the Employer.

- (e) An Employer who has received compensation money from an insurer shall as soon as practicable pay the money to the person entitled to the compensation.

20. Apprentices

As part of the Project's commitment to learning and skills development, a ratio of one apprentice/trainee to every five tradespersons within each Employer's workforce is to be maintained.

21. Training and Workplace Reform

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

22. Project Death Cover

Bovis Lend Lease will guarantee that the beneficiary of any Employee who dies as a consequence of working on the Project will be paid a death benefit of \$25,000. Such benefit shall be paid within fourteen (14) days of the production of appropriate documentation. This payment shall be in addition to any other entitlement that might be paid to the beneficiary as a consequence of the death of the Employee.

23. 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, responsibilities as a carer and age.
- (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 fulfilment of these obligations for the Parties to make application to vary any provision of the Award which, by its terms or operation, has a direct or indirect discriminatory effect.
- (c) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an Employee because the Employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (d) Nothing in this clause is to be taken to affect:
- (i) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (ii) offering or providing junior rates of pay to persons under 21 years of age;

- (iii) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*; or
 - (iv) a Party to this Award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- (e) This clause does not create legal rights or obligations in addition to those imposed upon the Parties by legislation referred to in this clause.

24. Personal/Carers Leave

This clause is applicable only in respect to the Carers and Parental Leave provisions.

24.1 Use of Sick Leave

- (a) An Employee, other than a casual employee, with responsibilities in relation to a class of person set out in clause 26.1 (c)(ii) who needs the Employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, for absences to provide care and support, for such persons when they are ill. Such leave may be taken for part of a single day.
- (b) The Employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an Employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (i) the Employee being responsible for the care of the person concerned; and
 - (ii) the person concerned being:
 - (a) 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 factor partner of that Employee on a bona fide domestic basis; or
 - (e) a relative of the Employee who is a member of the same household, where for the purposes of this paragraph:
 1. "relative" means - a person related by blood, marriage or affinity;
 2. "affinity" means - a relationship that one spouse because of marriage has to blood relatives of the other: and
 3. "household" means - a family group living in the same domestic dwelling.

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

24.2 Unpaid Leave for Family Purpose

An Employee may elect, with the consent of the Employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in 26.1 (c)(ii) above who is ill.

24.3 Annual Leave

- (a) An Employee may elect with the consent of the Employer, subject to the *Annual Holidays Act 1944* (NSW), to take annual leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.
- (b) Access to annual leave, as prescribed in paragraph 26.3(a) above, shall be exclusive of any shutdown period provided for elsewhere under this Award.
- (c) An Employee and Employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

24.4 Time-off in Lieu of Payment for Overtime

- (a) An Employee may elect, with the consent of the Employer, to take time-off in lieu of payment for overtime at a time or times agreed with the Employer within twelve (12) months of the said election.
- (b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
- (c) If, having elected to take time as leave in according with paragraph 26.4(a) above, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve (12) month period or on termination.
- (d) Where no election is made in accordance with paragraph 26.4(a), the Employee shall be paid overtime rates in accordance with the award.

24.5 Make-up Time

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

24.6 Rostered days off

- (a) An Employee may elect, with the consent of the Employer, to take a RDO at any time.
- (b) An Employee may elect, with the consent of the Employer, to take RDO's in part day amounts.
- (c) An Employee may elect, with the consent of the Employer, to accrue some or all RDOs 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 Unions to participate in negotiations.

25. Project Close-Down Calendar

- (a) For the purposes of this Award the Parties agree that the following Project Close-down Calendar will be adopted for the Project. The Project Close-down Calendar has been produced with a view to maximising quality leisure time off for all employees. Accordingly, the Parties agree that on certain weekends (as set out in the Project Close-down Calendar), no work shall be carried out.
- (b) Provided, however, where there is an emergency or special client need, work can be undertaken on the weekends and adjacent RDO's as set out below, subject to the agreement of the appropriate union secretary, or his or her nominee. In such circumstances reasonable notice (where possible), shall be given to the Unions (or the Project Delegate).

Project Shut-down Calendar 2005

Friday	March 25	Good Friday Public Holiday
Saturday	March 26	Easter Shut Down Weekend
Sunday	March 27	
Monday	March 28	Easter Monday Public Holiday
Tuesday	March 29	RDO
Friday	April 22	RDO
Saturday	April 23	Anzac Day Shut down weekend
Sunday	April 24	
Monday	April 25	Anzac Day Public Holiday
Saturday	June 11	Queens Birthday Shut Down Weekend
Sunday	June 12	
Monday	June 13	Queens Birthday Public Holiday
Tuesday	June 14	RDO
Saturday	October 1	Labor Day Shut Down Weekend
Sunday	October 2	
Monday	October 3	Labor Day Public Holiday
Tuesday	October 4	RDO
Saturday	December 3	Union Picnic Day Shut Down Weekend
Sunday	December 4	
Monday	December 5	Union Picnic Day
Tuesday	December 6	RDO
Friday	December 23	RDO
Saturday	December 24	No work Saturday

ANNEXURE A

(Parties)

Part 1

EMPLOYERS:

Bovis Lend Lease Pty Limited and/or any subcontractors engaged to work on the project.

Part 2

UNIONS:

Unions NSW

Construction Forestry Mining and Energy Union (NSW Branch) (CFMEU)

New South Wales Plumbers and Gasfitters Employees Union;

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

Electrical Trades Union of Australia (NSW Branch)

Transport Workers Union (TWU)

ANNEXURE B**PART 1****Scheduled Milestones**

Milestone	Objective	Indicator	Assessment
1. Programme	Maintain and achieve Nett Construction Program	Follow Overall, Medium Range & Short Range Programmes	
2. H&S	Protection and relationship with public/students Reduction of potential class one occurrences Compliance with Safe work method statements Inductions to site and to SWMS	Minimise disruption to public/students and to the operations of the University Reduction in severity and frequency of P1's Reduction in safety indicators Monitor SWMS and actual method All employees attend inductions	
3. Quality	Compliance with AFC specifications drawings and documentation	Verification of ITP's and Consultant QA reports	
4. Behaviour/Hours of Work	Quiet enjoyment for the existing University Refer Management Plan for further issues	No Complaints	
5. Zero Lost Time	No lost time due to site stoppages	Marked up programme	

PART 2**Programme Milestones**

Milestone 1	Complete the Applied Science Building new Loading Dock	1 July 2005
Milestone 2	Complete the Applied Science Building Refurbishment	1 June 2005
Milestone 3	Complete the New Law Building	24 July 2006

Milestone 4	Complete the new Analytical Centre (G11 Building)	24 July 2006
Milestone 5	Complete Heffron Building Façade Works	30 January 2006
Milestone 6	Complete Heffron Building Refurbishment	1 March 2007
Milestone 7	Complete the Dalton Building Façade Works & Refurbishment	14 February 2006
Milestone 8	Complete Precinct Works	24 July 2006
Milestone 9	Practical Completion	1 March 2007

ANNEXURE C

Authority to Obtain from DIMA Details of Immigration Status

I,

(Family Name)

(Given Name/s)

Date of Birth:

Nationality:

Visa number:

Passport number:

authorize the Department of Immigration and: Multicultural Affairs (DIMA) to release by fax to:

(Name of employer representative)

details of my immigration status and entitlement to work legally in Australia.

This information will only be made available to the employer representative or an authorised trade union officer on request.

I also understand the above-named will only use this information for the purpose of establishing and verifying only my legal entitlement to work in Australia and for no other purpose.

Signed:

Dated:

Name of employer:

Phone:

Fax:

Please send or fax this form to:
The Department of Immigration and Multicultural Affairs
Phone: (02) 9258 4730
Fax: (02) 9258 4763

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

(1818)

SERIAL C3802

GIST OPERATIONS (NSW) AWARD 2005

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by BOC Limited.

(No. IRC 2863 of 2005)

Before Commissioner O'Neill

21 June 2005

AWARD

PART 1

APPLICATION, OPERATION AND PURPOSE OF AWARD

1.1. Title

This Award will be known as the GIST Operations (NSW) Award 2005.

1.2. Area and Incidence

1.2.1 This Award applies to the exclusion of any other Award in New South Wales and binds GIST and employees of GIST employed at GIST Operations in the State of New South Wales:

- a) who are members or are eligible to be members of the National Union of Workers' (hereafter 'NUW'); and
- b) who are covered by the classifications set out in Clause 4.3 of this Award.

1.3. Duration

1.3.1 This Award shall take effect from 21 June 2005 and shall remain in force for a period of three years.

1.3.2 It is a term of this Award that the parties shall make no extra claims unless pursued under the mechanisms provided for within this Award.

1.3.3 Negotiations for a new Award will commence no later than two months prior to the expiry date of this Award.

- a) Acting ethically, constructively and co-operatively with our customers, each other and business associates.
- b) Developing an achievement orientated work environment where recognition and reward are based on the individual and team contribution to the Company's Critical Success Factors (CSF's) as measured by Key Performance Indicators (KPI's).

1.4. Anti - Discrimination

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

- 1.4.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of this award, which, by its terms or operation, has a direct or indirect discriminatory effect.
- 1.4.3 Under the *Anti Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 1.4.4 Nothing in this clause is to be taken to affect:
- a) any conduct or act which is specially exempted from anti-discrimination legislation;
 - b) offering or providing junior rates of pay to persons under 21 years of age;
 - c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - d) a party to this award from pursuing matters of unlawful discrimination in any state or federal jurisdiction.
- 1.4.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

NOTES:

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

"Nothing in this Act effects. 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."

PART 2**REDUNDANCY****2.1. Application**

- 2.1.2 This clause shall apply in respect of full-time and part-time persons employed in the classifications specified.
- 2.1.2 Subject to anything contained elsewhere in this award, this award 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.
- 2.1.3 Subject to anything contained elsewhere in this award, this award 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.

2.2. Introduction of Change

2.2.1 Employer's duty to notify

- a) 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.
- b) "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.

2.2.2 Employer's duty to discuss change

- a) The employer shall discuss with the employees affected and the union to which they belong, the introduction of the changes referred to in 2.2.1, 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 possible after a definite decision has been made by the employer to make the changes referred to in 2.2.1.
- c) For the purpose of such discussion, the employer shall provide to the employees concerned and the union to which they belong all relevant information about the changes, including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees, provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

2.3. Redundancy

2.3.1 Discussions before terminations

- a) 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 2.2, and that decision may lead to the termination of employment, the employer shall hold discussions with the employees directly affected and with the union to which they belong.
- b) The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provision of 2.3.1(a) and shall cover, 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 purposes of the discussion the employer shall, as soon as practicable, provided to the employees concerned and the union to which they belong all relevant information about the proposed terminations, the number and categories of employees likely to be affected, including the reasons for the proposed terminations, the number and categories of employees likely to be affected, 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.

2.4. Termination of Employment

2.4.1 Notice for changes in production, program, 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 2.2:

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

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

- b) 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.
- 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.

2.4.2 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 2.2:

- 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.

2.4.3 Time off during the notice period

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

2.4.4 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.

2.4.5 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.

- 2.4.6 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.
- 2.4.7 Centrelink Separation Certificate - The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an Employment Separation Certificate in the form required by the Centrelink.
- 2.4.8 Transfer to lower paid duties - Where an employee is transferred to lower paid duties for reasons set out in 2.2, 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.

2.5. Severance Pay

- 2.5.1 Where an employee is to be terminated pursuant to 2.4, Termination of Employment, 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:

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

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

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

Years of service	Under 45 years of age entitlement
Less than 1 year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks

- c) "Weeks' pay" means the all-purpose rate 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 Table 1 - Wages, of Part B, Monetary Rates, as varied.

- 2.5.2 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 2.6.1. The Commission shall have regard to such financial and other resources of the employer concerned as the Commission thinks relevant, and the probable effect paying the amount of severance pay in 2.5.1 will have on the employer.

- 2.5.3 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 2.5.1 if the employer obtains acceptable alternative employment for an employee

PART 3

DISPUTE RESOLUTION

3.1. Dispute and Grievance Procedure

- 3.1.1 The parties to the Award agree to strictly adhere to resolving all grievances or disputes by prompt discussion without resort to, or threat of, industrial bans or stoppages.
- 3.1.2 All parties accept that matters will be resolved in accordance with the following procedure and service to the customer will always continue without interruption or delay, with employees carrying out their duties.
- 3.1.3 If a dispute arises in relation to the course of employment work will continue at the reasonable direction of the company until the matter is resolved in accordance with this Dispute and Grievance Procedure.
- 3.1.4 Safety issues arising during the course of employment will be addressed in accordance with GIST safety policies and procedures.
- 3.1.5 In the event of any dispute arising as to the interpretation of this Award or any dispute arising in the course of employment it shall be processed in accordance with the following Grievance Procedure.
- 3.1.6 Grievance Procedure
- a) When a grievance arises the matter shall in the first instance be discussed between employee(s) and the Team Leader involved.
 - b) If the matter remains unresolved it shall be referred by the person(s) raising the grievance for discussion between the union delegate and the relevant GIST Line Manager or their representative.
 - c) If the matter remains unresolved
 - d) it shall be referred in writing to officials of the union and nominated GIST Operations Manager.
 - e) If the matter remains unresolved either party may refer the matter to the New South Wales Industrial Relations Commission.

PART 4

EMPLOYMENT RELATIONSHIP AND DUTIES

4.1. Contract of Employment

- 4.1.1 The employment of permanent GIST employees will be on a weekly basis.
- 4.1.2 Employees shall perform such duties as GIST shall from time to time reasonably require having regard to the employee's skill, competency and safety.

4.2. Part-Time Work

- 4.2.1 An employee may be engaged on a part-time basis.
- 4.2.2 A part-time employee shall be entitled to a minimum start per occasion of four (4) hours.

- 4.2.3 The number of hours a part time employee is to be rostered to work each week shall be agree between the employer and the employee at the commencement of employment. This number of hours can only be varied with the agreement of both the employer and the employee.
- 4.2.4 A part time employee may agree to work additional hours and/or on additional days up to a maximum of 38 hours per week and 5 days without the payment of overtime.
- 4.2.5 A part-time employee will be paid in accordance with the hourly classification rate of pay contained in Table 1 of Clause 5.1 of this Award.
- 4.2.6 Subject to this Clause, all the provisions of this Award shall apply to a part-time employee on a pro rata basis.

4.3. Classification Structure

- 4.3.1 Employees covered by this Award shall be classified under a four (4) level structure.
- 4.3.2 Employees shall:
- a) be responsible for the proper application and maintenance of appropriate occupational health and safety standards.
 - b) perform a wider range of duties, including work which is incidental or peripheral to their main tasks or functions.
 - c) perform such work as is reasonable and lawfully required by them by the employer, including accepting instructions from authorised personnel.
 - d) not impose or enforce demarcation barriers between the work covered by this Award.
 - e) not impose any limitations or enforce any limitations on supervisors or technical personnel demonstrating the use of new equipment, machinery or technology.
- 4.3.3 GIST Operative Level 1 - is an employee who performs work to the level of their skills, competency and training and:
- is responsible for the quality, accuracy and rate of their own work
- works in a team environment
- undertakes to work safely
- exercises discretion
- possesses good interpersonal and communications skills
- use of electronic equipment e.g. scanner
- tasks undertaken by an employee at this level include but are not limited to:
- General labouring and cleaning duties
 - Order assembling and picking stock
 - Loading/unloading
 - Receiving, checking, dispatching and sorting of products
 - Satisfying internal and external customer needs

Operation of a keyboard to carry out stores work

Documenting and recording of goods, materials and components

Basic inventory control

Use of hand trolleys and pallet trucks.

4.3.4 GIST Operative Level 2 - In addition to performing the duties of a GIST Operative Level 1 has:

at least six (6) months employment with GIST as a GIST Level 1 Operative and has acquired the skills of a GIST Level 2 Operative and has been assessed as competent by their Team Leader

shall be required to drive and/or use materials handling equipment which requires licensing/certification

shall be required to assist in the training and development of a GIST Operative Level 1.

4.3.5 GIST Operative Level 3 - shall be appointed to the position at the discretion of the employer. In addition to undertaking work of lower grades an employee appointed to this level will be expected to undertake a scope of work including but not limited to:

able to work from complex instructions and procedures

able to co-ordinate work in a team environment

responsible for assessing the quality of their own work

possesses sound interpersonal and communications skills

licensed and/or certified to operate all appropriate handling equipment e.g. forklift, mobile crane, carousel

inventory and stores control

VDU operation using intermediate keyboard skills

routine maintenance of stores equipment and machinery; and

accredited as competent in the understanding of regulations relating to handling, storage and loading/unloading of specific products e.g. chemicals and solvents.

4.3.6 GIST Operative Level 4 - shall be appointed to the position at the discretion of the employer. In addition to undertaking work of lower grades an employee appointed to this level will be expected to undertake a scope of work including but not limited to:

undertakes and/or implement and is responsible for the quality control of their own and others work

possesses a superior level of interpersonal and communication skills

demonstrates a sound working knowledge of all work performed by lower grades, exercises discretion, and has an extensive product knowledge

accredited as competent in the understanding of regulations relating to handling, storage and loading/unloading of specific products e.g. chemicals and solvents

performs work without supervision, either individually or in a team environment

shall be competent and licensed/certified to operate materials handling equipment e.g. forklift, mobile crane and

shall be responsible for quality control of the work of other GIST Operatives.

4.4. Termination of Employment

4.4.1 Notice of Termination by Employer

- a) In order to terminate the employment of an employee the employer must give to the employee the following notice:

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

- b) In addition to the notice in 4.4.1(a) employees over 45 years of age at the time of the giving of the notice with not less than two years service, are entitled to an additional week's notice.
- c) Payment in lieu of the notice prescribed in 4.4.1(a) and 4.4.(b) must 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.
- d) 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 their employment not been terminated, must be used.
- e) The period of notice in this clause does not apply in the case of dismissal for serious misconduct, or in the case of casual employees, apprentices, or employees engaged for a specific period of time or for a specific task or tasks.

4.4.2 Notice of Termination by Employee

- (a) The notice of termination required to be given by an employee shall be one week. If an employee fails to give notice the employer has the right to withhold moneys due to the employee to a maximum amount equal to the ordinary time rate of pay for the period of notice.

4.4.3 Summary Dismissal

- (a) The employer has the right to dismiss any employee without notice for serious misconduct and in such cases any entitlements under this award are to be paid up to the time of dismissal only.

PART 5

AGGREGATE WAGE AND RELATED MATTERS

5.1. Aggregate Wage

- 5.1.1 Employees shall be entitled to receive the Wage as set out in Table 1 of Part 2 for their appropriate classification contained in Table 1 of this Award.
- 5.1.2 The Wage prescribed in Table 1 of Part 2 is inclusive of allowances (i.e. annual leave loading, meal monies, fork lift, mobile crane, dirty work, hot places, wet places, obnoxious materials and first aid).
- 5.1.3 The wages as prescribed in Table 1 of Part 2 shall apply for the nominal period of this award
- 5.1.4 Upon commencement of this Award the wage in Column 2 of Table 1 of Part 2 shall apply

5.1.5 The wages prescribed in column 3 of Table 1 of Part 2 shall apply from the first full pay period or 12 months from the date this Award applies;

5.1.6 The wages prescribed in column 4 of Table 1 of Part 2 shall apply from the first full pay period or 24 months from the date this Award applies;

5.2. Payment of Wages

Remuneration will be paid weekly into a maximum of five bank account(s) nominated by the employee.

5.3. Higher Duties

An employee employed in a higher classification for the whole of a shift shall receive the higher rate of pay for the full day.

5.4. Fares and Travelling Time

All employees shall be paid at single time for all additional time occupied in travelling to and from work when they are required or directed to work at a place other than their usual place of work.

5.5. Superannuation

The Company offers employees choice of funds where required and allowed by legislation. Upon commencement of employment the Company will offer employees the opportunity to join the BOC Superannuation Fund. The Company will make contributions as required into the appropriate fund.

PART 6

HOURS OF WORK

6.1. Ordinary Hours of Work

6.1.1 The ordinary hours of work for all employees shall average 38 hours per week over a 4 week period.

6.1.2 Employees shall not work more than 10 or less than 4 ordinary hours in any one shift.

6.1.3 Employees shall be rostered to work ordinary hours on any five days Monday to Sunday.

6.1.4 Employees will be provided with a break of a least 10 hours between the completion of one shift and the commencement of the next shift (inclusive of overtime)

An employee shall be excused from work without loss of pay until the 10 hour period has elapsed.

Where an employee is required to return to work before the completion of such 10 hours the employee shall be paid at time and a half until the ten hours have elapsed.

6.2. Day Work

Day work shall be worked where the ordinary hours are wholly performed between 5.00am and 6.30pm. Monday to Sunday.

6.3. Shift Work

6.3.1 For the purposes of this Clause

a) "Afternoon Shift" means - any shift finishing after 8.00pm and at or before 1.00am.

b) "Night Shift" means - any shift finishing subsequent to 1.00am and at or before 8.00am

- c) "Continuous Shift Work" means - where an employee is engaged for the entirety of one week on Afternoon or Night Shift.

6.3.2 Shift Allowances

- a) Where an employee is engaged on Continuous Shift Work (whether Afternoon Shift, Night Shift or a combination of both) the employee shall be paid a loading of 15% for the shifts worked in addition to their ordinary hourly rate.
- b) Where an employee is engaged on non-continuous Afternoon Shift or Night shift the employee shall be paid a loading of 50% for the shift in addition to their ordinary hourly rate.

6.4. Weekend Work

- 6.4.1 Where an employee is required to commence a shift between Midnight Friday and Midnight Saturday the employee shall be paid a loading of 50% in addition to the ordinary hourly rate. This loading shall be paid in lieu of any applicable shift loading.
- 6.4.2 Where an employee is required to commence a shift between Midnight Saturday and Midnight Sunday the employee shall be paid a loading of 100% in addition to the ordinary hourly rate. This loading shall be paid in lieu of any applicable shift loading.

6.5. Overtime

- 6.5.1 Over time shall be paid where an employee is expected and required to work hours in excess of those prescribed in clause 6.1.
- 6.5.2 Overtime shall be paid at the rate of time and a quarter for the first two hours and then time and half for all time there after.
- 6.5.3 Where applicable overtime rates shall be added to any shift or weekend loading.

6.6. Rosters

- 6.6.1 The Company shall post a roster showing starting and finishing times at least 14 days in advance of the shift to be worked.
- 6.6.2 The Company may change the posted roster by;
 - a) Providing an employee at least 7 days notice;
 - b) In the case of unforeseen circumstances, providing an employee 12 hours notice; or
 - c) At any other time by agreement with an employee.

6.7. Breaks

- 6.7.1 All employees shall be allowed a ten (10) minute paid break as a rest break. This break shall be taken consistent with the needs of the business.
- 6.7.2 No employee shall be required to work more than five (5) continuous hours without a break for a meal.
- 6.7.3 Day Workers will be provided with an additional thirty (30) minute unpaid meal break. This break shall also be taken consistent with the needs of the business.
- 6.7.3 Shift workers shall be provided with a twenty (20) minute paid meal break. This break shall also be taken consistent with the needs of the business.

PART 7

LEAVE

7.1. Sick Leave

- 7.1.1 In the first year of employment, five days, and thereafter ten days paid sick leave is available each year if an employee is unable to attend work because they are ill.
- 7.1.2 To be eligible for the sick leave payment an employee must notify their Team Leader within an hour of the commencement of the shift.
- 7.1.3 Medical certificates must be provided by an employee for sick leave in excess of one consecutive working day or one working day before and/or after a public holiday.
- 7.1.4 If an employee takes more than 2 single day absences during a 12 month period, their line manager may request a medical certificate for any further absences.

7.2. Personal/Carer's Leave

7.2.1 Use of Sick Leave

- a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 7.2.1(c)(2) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for in clause 21, Sick Leave, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.
- b) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- c) The entitlement to use sick leave in accordance with this subclause is subject to:
- i) the employee being responsible for the care of the person concerned; and
 - ii) the person concerned being:
 - 1) a spouse of the employee; or
 - 2) 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
 - 3) 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
 - 4) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - 5) a relative of the employee who is a member of the same household, where for the purposes of this subparagraph
 - 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 that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

7.2.2 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 7.2.1(c)(2) who is ill.

7.2.3 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 7.2.3(a), shall be exclusive of any shutdown period provided for elsewhere under this award.
- c) An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

7.2.4 Time Off in Lieu of Payment for Overtime

- a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.
- b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
- c) If, having elected to take time as leave in accordance with 7.2.4. (a), the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.
- d) Where no election is made in accordance with 7.2.4(a) the employee shall be paid overtime rates in accordance with the award.

7.2.5 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.

7.3. Bereavement Leave

- 7.3.1 An employee, other than a casual employee, shall be entitled to two days bereavement leave without deduction of pay, up to and including the day after the funeral, on each occasion of the death of a person as prescribed in 7.2.1(c).

- 7.3.2 Provided that, if the employee claims payment for such leave in excess of two ordinary days, the employee shall furnish, if required, proof satisfactory to the employer that the employee attended the funeral.
- 7.3.3 The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will, if required by the employer, provide to the satisfaction of the employer proof of death.
- 7.3.4 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 7.2.1(c)(2) of clause 7.2 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.
- 7.3.5 An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- 7.3.6 Bereavement leave may be taken in conjunction with other leave available under 7.2.2, 7.2.3, 7.2.4 and 7.2.5. In determining such a request, the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

7.4. Jury Service

- 7.4.1 An employee shall be allowed leave of absence during any period when required to attend for jury service.
- 7.4.2 During such leave of absence, an employee shall be paid the difference between the jury service fees received and the employee's award rate of pay as if working. An employee shall be required to produce to the employer proof of jury service fees received and proof of requirement to attend and attendance on jury service and shall give the employer notice of such requirements as soon as practicable after receiving notification to attend for jury service.

7.5. Public Holidays

- 7.5.1 The following public holidays will be recognised: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day and Boxing Day, or any other day observed, proclaimed or gazetted for the public in the State of New South Wales.
- 7.5.2 Agreement may be reached between the company and a majority of employees to observe any public holiday on a day other than the day prescribed.
- 7.5.3 Employees who take an unauthorised absence from employment the working day immediately before or after a public holiday shall not be entitled to payment for the public holiday without the production of a medical certificate.
- 7.5.4 An employee required to work ordinary hours on a Public Holiday shall be paid a loading of 100%, this allowance shall be paid in lieu of any weekend or shift allowance.
- 7.5.5 An employee required to work on Christmas Day or Good Friday shall be paid this at triple time. This penalty allowance shall be paid in lieu of any weekend or shift allowance.

PART 8

NO EXTRA CLAIMS

- 8.1 The parties agree that the wage increases and other improvements in conditions of employment provided for by this Agreement are in full settlement of all existing claims made by the employees and the Union.
- 8.2 It is a term of this Agreement that the employees and the Union will not pursue any extra claims, award or over-award, for improvement in wages or other terms and conditions of employment for the duration of this Agreement.

- 8.3 The parties agree that the wage increase and other improvements in conditions of employment provided for in this Agreement are in lieu of any improvement in wages or conditions of employment provided for under any decision of the NSW Industrial Relations Commission (including any Safety Net Adjustment decision or State Wage Case decision) which is handed down prior to or during the life of this Agreement and no claim can be made for any such increase during or after the term of this Agreement.

PART B

Rates of Pay

Grade	Date of operation \$	12 months for Date 3.50% \$	24 Months 3.50% \$
Grade 1	615.00	636.50	658.80
Grade 2	640.00	662.40	685.60
Grade 3	655.00	677.90	701.60
Grade 4	680.00	703.80	728.40

B. W. O'NEILL, Commissioner.

Printed by the authority of the Industrial Registrar.

BLUE COLLAR RECRUITMENT - NUW (NSW) CONSENT AWARD 2005

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 2858 of 2005)

Before The Honourable Justice Backman

17 June 2005

AWARD

1. Arrangement

Clause No. Subject Matter

1. Arrangement
2. Definitions
3. Parties
4. Terms and Conditions of Employment
5. Provision of Information
6. Area, Incidence and Duration
7. Anti-Discrimination
8. Superannuation
9. No Extra Claims
10. Settlement of Disputes
11. Union Deductions

2. Definitions

2.1 In this Consent Award:

- (1) "Award" means - an award made by the Australian Industrial Relations Commission or an award made by the Industrial Relations Commission of New South Wales (within the scope of which the Union may cover employees) that applies to a workplace or site of a Client at which an Employee is working which would otherwise apply if the Employee was an employee of that Client;
- (2) "Client" means - any corporation which has entered into a contract with the Company for the supply of the Company's labour;
- (3) "Commission" means - the Industrial Relations Commission of New South Wales;
- (4) "Company" means- BLUE COLLAR RECRUITMENT Level 1, 181 Church Street Parramatta NSW 2150;
- (5) "Consent Award" means - this award;
- (6) "Employee(s)" means - an employee of the Company who is a member of the Union or eligible to be a member of the Union and engaged to perform work at the Client's workplace or site;
- (7) "Enterprise Agreement" means - an enterprise agreement made under the *Industrial Relations Act 1996 (NSW)* or a certified agreement or an Australian Workplace Agreement made under the *Workplace Relations Act 1996 (Cth)*;

- (8) "Terms and Conditions of Employment" means - the terms and conditions of employment applicable to the Employees employed at the Client's workplace or site including the applicable Award and Enterprise Agreement; and
- (9) "Union" means - the National Union of Workers', New South Wales Branch, 3-5 Bridge Street, Granville, New South Wales, 2142.

3. Parties

The parties to this Consent Award are the Company and the Union.

4. Terms and Conditions of Employment

The Employees, whilst working at a Client's workplace or site, will be paid the Terms and Conditions of Employment. To avoid uncertainty, this means that Employees shall receive no less than the applicable Award and/or Enterprise Agreement applying at the Client's workplace.

5. Provision of Information

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

- 5.1 whether the Client's workplace or site employs Union members; and
- 5.2 the Terms and Conditions of Employment applicable to the Client's workplace or site.

6. Area, Incidence and Duration

- 6.1 This Consent Award is binding on the Company, the Union and the Employees.
- 6.2 This Consent Award shall operate from 17 June 2005 and remain in force for a period of two years.
- 6.3 This Consent Award applies to work performed within the State of New South Wales at sites where the Union has members or coverage pursuant to its registered rules. For the purposes of Clause 5, an indicative but non-exhaustive list of Awards is contained in Appendix "A" to this Consent Award.

7. Anti-Discrimination

- 7.1 It is the intention of the parties to this Consent Award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* (NSW) to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 7.2 It follows that in fulfilling their obligations under the dispute resolution procedure set out in this Agreement, the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this agreement 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 Agreement which, by its terms or operation, has a direct or indirect discriminatory effect.
- 7.3 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.
- 7.4 Nothing in this clause is to be taken to affect:
- (1) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (2) offering or providing junior rates of pay to persons under 21 years of age;

- (3) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977* (NSW); and
- (4) a party to this Consent Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.

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

8. Superannuation

The Company will make superannuation contributions on behalf of Employees into the Labour Union Co-operative Retirement Fund or any other complying superannuation fund.

9. No Extra Claims

The parties to this Consent Award agree that they will make no extra claims for the duration of this Consent Award.

10. Settlement of Disputes

10.1 In the event of a dispute or grievance arising between the parties, the parties shall endeavour to resolve the dispute in accordance with the following procedure:

- (a) any dispute arising out of employment shall be referred by the shop steward or an individual employee to the Company representative appointed for this purpose;
- (b) failing settlement at this level between the Company and the shop steward on the job, the shop steward shall refer the dispute within 24 hours to the union organiser who will take the matter up with the Company.

All efforts shall be made by the Company and the union organiser to settle the matter but, failing settlement, the union organiser shall refer the dispute to the union Secretary and the Company shall refer the dispute to its employer association and the union Secretary shall take the matter up with the employer association;

- (c) during the discussions the status quo shall remain and work shall proceed normally. "Status quo" shall mean the situation existing immediately prior to the dispute or the matter giving rise to the dispute; and
- (d) at any time, either party shall have the right to notify the dispute to Industrial Registrar of the Commission.

11. Union Deductions

11.1 The Company shall deduct Union membership fees (not including fines or levies) from the pay of any Employee, provided that:

- (a) the Employee has authorised the Company to make such deductions in accordance with sub-clause 12.2 herein;
- (b) the Union shall advise the Company of the amount to be deducted for each pay period applying at the Company's workplace and any changes to that amount; and
- (c) deduction of Union membership fees shall only occur in each pay period in which payment has or is to be made to an Employee.

11.2 The Employee's authorisation shall be in writing and shall authorise the deduction of an amount of Union fees (including any variation in that fee effected in accordance with the Union's rules) that the

Union advises the Company to deduct. Where the Employee passes any such written authorisation to the Union, the Union shall not pass the written authorisation on to the Company without first obtaining the Employee's consent to do so. Such consent may form part of the written authorisation.

- 11.3 Monies so deducted from Employees' pay shall be remitted to the Union on a monthly basis, together with all necessary information to enable the reconciliation and crediting of subscriptions to Employees' membership accounts, provided that where the Company has elected to remit on a monthly basis, the Company shall be entitled to retain up to 2.5 per cent of the monies deducted.
- 11.4 Where an Employee has already authorised the deduction of Union membership fees in writing from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the Employee to make a fresh authorisation in order for such deductions to commence or continue.
- 11.5 The Union shall advise the Company of any change to the amount of membership fees made under its rules, provided that this does not occur more than once in any calendar year. Such advice shall be in the form of a schedule of fees to be deducted weekly. The Union shall give the Company a minimum of two months' notice of any such change.
- 11.6 An Employee may at any time revoke in writing an authorisation to the Company to make payroll deductions of Union membership fees.
- 11.7 The company shall advise all non-union employees that a Union Bargaining Fee of \$7.00 per week is payable to the union. The company shall also advise all new employees prior to commencing work for the company that a Union Bargaining Fee of \$7.00 per week is payable to the union. The company will provide to all new employees an authority to deduct the Union Bargaining Fee from their wages before commencement of employment.
- 11.8 Where an Employee who is a member of the Union and who has authorised the Company to make payroll deductions of Union membership fees resigns his or her membership of the Union in accordance with the Rules of the Union, the Union shall inform the Employee in writing of the need to revoke the authorisation to the Company in order for payroll deductions of union membership fees to cease.

BACKMAN J.

Printed by the authority of the Industrial Registrar.

(655)

SERIAL C3732

**SDN CHILDREN'S SERVICES (INC) EARLY CHILDHOOD LONG
DAY CARE CENTRES (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 699 of 2005)

Before Mr Deputy President Sams

26 April 2005

REVIEWED AWARD

1. Delete paragraph 8.5(ii), of clause 8, Hours of Work, of the award published 30 August 2002 (335 I.G. 1324), and insert in lieu thereof the following:
 - (ii) An individual teacher may, with the agreement of the employer, substitute the day he or she is rostered off duty for another day.
2. Delete paragraph 18.1(c), of clause 18, Personal/Carers Leave, and insert in lieu thereof the following:
 - (c) An employee who is entitled to leave under paragraphs (a) and (b) of this subclause who has used five days sick leave in any year shall be entitled to an additional further three (3) days paid family leave. Such additional leave shall not be cumulative.
3. Delete paragraph (c)(i), of clause 28, Superannuation, and insert in lieu thereof the following:
 - (i) Except as provided in paragraphs (iii), (iv) and (v) of this subclause, each employer shall, in respect of each employee employed by it, pay contributions to the respective Trustee at the percentage rate as provided by superannuation legislation as amended from time to time.
4. Delete paragraph (a)(vi), of clause 30, Area, Incidence and Duration, and insert after paragraph (a)(v) the following new subclause (b):
 - (b) This award replaces and rescinds the SDN Children's Services (Inc) Early Childhood Long Day Care Centres (State) Award published 10 August 2001 (326 I.G. 938).

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 and from 26 April 2005.

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

P. J. SAMS *D.P.*

SERIAL C3684

**ENTERPRISE AGREEMENTS APPROVED BY THE INDUSTRIAL
RELATIONS COMMISSION**(Published pursuant to s.45(2) of the *Industrial Relations Act 1996*)**EA05/194 - Foseco Enterprise Agreement**

Made Between: Foseco Pty Ltd -&- the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, The Australian Workers' Union, New South Wales .

New/Variation: Replaces EA02/213.

Approval and Commencement Date: Approved 3 July 2005 and commenced 1 January 2005.

Description of Employees: The agreement applies only to employees of Foseco Pty Limited at 7 Stuart Street, Padstow, NSW employed in the following occupation/trades: maintenance, including apprentices; warehouse; production and transport, who fall within the coverage of the following awards: Chemical Workers (State) Award, Storemen and Packers, General (State) Award, Metal, Engineering and Associated Industries (State) Award and the Transport Industry Mixed Enterprises Interim (State) Award.

Nominal Term: 24 Months.

EA05/195 - Linfox - NUW (NSW Branch) Processing Centre (Operations) Enterprise Agreement 2005

Made Between: Linfox Australia Pty Ltd -&- the National Union of Workers, New South Wales Branch.

New/Variation: New.

Approval and Commencement Date: Approved 4 April 2005 and commenced 1 January 2005.

Description of Employees: The agreement applies to all employees employed by Linfox Australia Pty Ltd, employed at Westpac Banking Corporation facility, located at 750 Princes Highway, Tempe, who fall within the coverage of the Storemen and Packers, General (State) Award.

Nominal Term: 24 Months.

EA05/196 - Austral Bricks Production Workers Agreement Agreement 2005

Made Between: Austral Brick Company Pty Limited -&- The Federated Brick, Tile and Pottery Industrial Union of Australia, New South Wales Branch.

New/Variation: New.

Approval and Commencement Date: Approved 20 May 2005 and commenced 5 April 2005.

Description of Employees: The agreement applies to all employees employed by Austral Brick Company Pty Limited, engaged in production of clay brick and pavers. It will not apply to Maintenance Employees at Plants 1, 2 and 3 who work in or in connection with such manufacture, who fall within the coverage of the Brick and Paver Industry (State) Award.

Nominal Term: 36 Months.

EA05/197 - Mannway Logistics Pty Ltd - TWU Mannway Intermodal Terminal Villawood Agreement 2004

Made Between: Mannway Logistics Pty Ltd -&- Sakda Chaiyotburana, Stewart Craig, David Deith Jnr, Edison Ho, Mohammad Khan, Luciano Pontello, Mark Smith, Mac Thompson.

New/Variation: New.

Approval and Commencement Date: Approved 17 March 2005 and commenced 29 September 2004.

Description of Employees: The agreement applies to all employees employed by Mannway Logistics Pty Ltd, located at Mannway Intermodal Terminal Villawood site, who fall within the coverage of the Transport Industry (State) Award.

Nominal Term: 36 Months.

EA05/198 - McPherson's Consumer Products Warehouse Certified Agreement 2004

Made Between: McPherson's Consumer Products Pty Ltd -&- the National Union of Workers, New South Wales Branch.

New/Variation: Replaces EA03/91.

Approval and Commencement Date: Approved 9 May 2005 and commenced 2 March 2004.

Description of Employees: The agreement applies to all employees employed by McPherson's Consumer Products Pty Ltd who perform storing and packing work at the warehouse, who fall within the coverage of the Storeman and Packers, General (State) Award.

Nominal Term: 24 Months.

EA05/199 - Thiess Services Pty Ltd Waste Management Facilities Employees Enterprise Agreement 2004

Made Between: Thiess Services Pty Limited -&- the Transport Workers' Union of New South Wales.

New/Variation: New.

Approval and Commencement Date: Approved and commenced 1 June 2005.

Description of Employees: The agreement applies to all employees employed by Thiess Services Pty Ltd, located at 43, Fourth Avenue, for work performed in and in connection with land filling and the recycling of recyclable materials of the Blue Mountains Waste Management Facilities in Katoomba, Blaxland and Windsor, New South Wales, or any other location in the area of the City of the Blue Mountains and Windsor, who fall within the coverage of the Transport Industry - Waste Collection and Recycling (State) Award.

Nominal Term: 24 Months.

EA05/200 - NS Services Pty Ltd Enterprise Agreement 2005-2006

Made Between: NS Services Pty Ltd -&- The Australian Workers' Union, New South Wales .

New/Variation: New.

Approval and Commencement Date: Approved and commenced 5 May 2005.

Description of Employees: The agreement applies to all employees employed by NS Services Pty Ltd, located at 1726 Gold Coast Highway, Burleigh Heads QLD 4220, engaged on, or in connection with traffic control in NSW, who fall within the coverage of the General Construction and Maintenance, Civil and Mechanical Engineering, &c. (State) Award.

Nominal Term: 16 Months.

EA05/201 - DHL Express Sydney Gateway Enterprise Agreement 2005

Made Between: DHL International (Aust) Pty Ltd -&- the Transport Workers' Union of New South Wales.

New/Variation: New.

Approval and Commencement Date: Approved 18 May 2005 and commenced 1 January 2005.

Description of Employees: The agreement applies to all employees employed by DHL International (Australia) Pty Ltd, located at Level 5, 15 Bourke Road, Mascot, employed at the DHL Sydney Gateway site, who fall within the coverage of the Transport Industry (State) Award.

Nominal Term: 15 Months.

EA05/202 - Thomas and Coffey (Wollongong Electrical Construction) Enterprise Agreement 2005

Made Between: Thomas & Coffey Pty Ltd -&- the Electrical Trades Union of Australia, New South Wales Branch.

New/Variation: Replaces EA02/51.

Approval and Commencement Date: Approved 26 May 2005 and commenced 3 May 2005.

Description of Employees: The Agreement applies to all employees employed by Thomas & Coffey (Wollongong) located at 17-19 Lady Penrhyn Drive, Unanderra 2526 employed in classifications or occupations covered by the Electrical, Electronic and Communications Contracting Industry (State) Award and/or are eligible for membership of the ETU, whether members of the union or not.

Nominal Term: 9 Months.

EA05/203 - Australian Pharmaceutical Industries Limited Certified Enterprise Agreement 2004 (No. 6)

Made Between: Australian Pharmaceutical Industries Pty Ltd -&- the National Union of Workers, New South Wales Branch, New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union, Transport Workers' Union of New South Wales.

New/Variation: Replaces EA02/83.

Approval and Commencement Date: Approved and commenced 3 June 2005.

Description of Employees: The agreement applies to all employees employed by Australian Pharmaceutical Industries Limited, located at 11, Grand Avenue, Camellia NSW 2112, at the Camellia operation, who fall within the coverage of the following awards: Clerical and Administrative Employees (State) Award, Metal, Engineering and Associated Industries (State) Award, Storemen and Packers, Wholesale Drug Stores (State) Award, Transport Industry - Mixed Enterprises Interim (State) Award, and the Miscellaneous Workers - General Services (State) Award.

Nominal Term: 27 Months.

EA05/204 - Cookson Plibrico Enterprise Agreement 2005

Made Between: Cookson Plibrico Pty Ltd -&- The Federated Brick, Tile and Pottery Industrial Union of Australia, New South Wales Branch.

New/Variation: Replaces EA03/152.

Approval and Commencement Date: Approved and commenced 8 April 2005.

Description of Employees: The agreement applies to all employees employed by Cookson Plibrico Pty Limited, located at Lot 2, Sturdee Avenue, Bulli, NSW, who fall within the coverage of the Refractory Industry (State) Award.

Nominal Term: 20 Months.

EA05/205 - Yennora and Minchinbury Distribution Centres Security Officers Agreement 2004

Made Between: Woolworths Limited -&- the Australian Liquor Hospitality & Miscellaneous Workers Union Liquor & Hospitality Divison NSW Branch.

New/Variation: Replaces EA02/23, EA02/319.

Approval and Commencement Date: Approved 8 April 2005 and commenced 1 December 2004.

Description of Employees: The agreement applies to all employees employed by Woolworths Limited, who fall within the coverage of the Security Industry (State) Award.

Nominal Term: 36 Months.

EA05/206 - Sigma (New South Wales) Certified Agreement 2005

Made Between: QDL Limited trading as Sigma Pharmaceuticals Limited -&- the National Union of Workers, New South Wales Branch.

New/Variation: Replaces EA03/129.

Approval and Commencement Date: Approved 8 July 2005 and commenced 2 February 2005.

Description of Employees: The Agreement applies to the National Union of Workers - NSW Branch (the union) and its members, QDL Limited, trading as Sigma, in respect of all employees at the Kingsgrove, Newcastle and Wetherill Park facilities in NSW. The Agreement supersedes in full all previous Agreements and covers employees in the Manufacturing Chemists (Sigma Company Limited) Award 1999, the Storemen and Packers General (State) Award, and the Clerical and Administrative Employees (State) Award.

Nominal Term: 24 Months.

EA05/207 - Arbor Force (Aust) Pty Ltd Agreement 2005-2007

Made Between: Arbor Force -&- the Electrical Trades Union of Australia, New South Wales Branch.

New/Variation: New.

Approval and Commencement Date: Approved 17 July 2005 and commenced 14 July 2005.

Description of Employees: The agreement applies to all employees employed by Arbor Force (Aust) Pty Ltd/Laycock Management Services Services Pty Ltd, who are engaged to perform tree clearing and associated duties for the NSW Electrical Distribution and Transmission Industry, who fall within the coverage of the Electrical, Electronic and Communications Contracting Industry (State) Award.

Nominal Term: 24 Months.

EA05/208 - Maritime Container Services and TWU Employees Enterprise Agreement

Made Between: Maritime Container Services Pty Ltd -&- the Transport Workers' Union of New South Wales.

New/Variation: Replaces EA03/228.

Approval and Commencement Date: Approved 31 May 2005 and commenced 1 January 2005.

Description of Employees: The agreement applies to all employees employed by Maritime Container Services Pty Ltd, who fall within the coverage of the Transport Industry (State) Award.

Nominal Term: 36 Months.

Printed by the authority of the Industrial Registrar.

SERIAL C3685

**CONTRACT AGREEMENTS APPROVED BY THE INDUSTRIAL
RELATIONS COMMISSION**

(Published pursuant to s.331(2) of the *Industrial Relations Act 1996*)

CA05/5 - TNT Australia - TWU New South Wales (Contract Carriers) Heads of Agreement 2005

Made Between: TNT Australia Pty Limited -&- the Transport Workers' Union of New South Wales.

New/Variation: New.

Approval and Commencement Date: Approved 21 April 2005 and commenced 1 January 2005.

Description of Employees: The contract agreement applies to all contract carriers engaged by TNT Australia Pty Limited, McPhee Transport Pty Limited and Riteway Transport Pty Limited who fall within the coverage of the Transport Industry - General Carriers Contract Determination.

Nominal Term: 24 Months.

Printed by the authority of the Industrial Registrar.