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(1607)

SERIAL C3642**READYMIX SYDNEY QUARRIES AWARD 2005**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Readymix Holdings Pty Ltd.

(No. IRC 1092 of 2005)

Before Commissioner Ritchie

14 March 2005

AWARD**1. Title of Award**

This award shall be known as the Readymix Sydney Quarries Award 2005.

2. Arrangement and Application

2.1 This award is arranged as follows:

1. Title of Award
2. Arrangement and Application
3. Parties to the Award
4. Relationship to Parent Award
5. Term of the Award
6. No Extra Claims
7. Review of Award
8. Aims and Objectives of the Award
9. Communication
10. Disputes Procedure
11. Stages of this Award and Wage Adjustments
12. Hours of Work
13. Electronic Funds Transfer
14. Meal Allowances
15. Redundancy
16. Fitness for Work
17. Casual Employees
18. Increased Flexibilities
19. Teamwork
20. Competency Recognition, Learning and Development
21. Customer Service and Product Quality
22. Performance Criteria and Objectives
23. Additional Holiday - Picnic Day
24. Safety, Health and Environment
25. Salary Sacrificing
26. Anti-Discrimination

Annexure A

2.2 This award applies to employees ("Employees") covered by the Quarrying Industry (State) Award ("Parent Award") (excluding mechanical fitters) at the business units set out in Annexure "A" of this award.

3. Parties to the Award

3.1 This award shall be binding on:

- (a) Readymix Holdings Pty Limited ("Company");
- (b) the Australian Workers' Union, New South Wales Branch ("Union"); and
- (c) the Employees.

4. Relationship to Parent Award

4.1 This award shall be read in conjunction with the Parent Award.

4.2 Where there is any inconsistency between the Parent Award and this award, this award shall prevail to the extent of any inconsistency.

5. Term of the Award

This award rescinds and replaces the Rinker Group trading as The Readymix Holdings Pty Ltd Sydney Quarries No. 4 (State) Award 2001, published 22 April 2005 (350 I.G. 321).

This award shall come into operation on and from the first full pay period to commence on or after 14 March 2005 and shall remain in force for a period of 36 months.

6. No Extra Claims

Except for general movements in award wages granted by the Commission via State Wage Cases, that are not subject to absorption, there shall be no extra claims for wage increases or any other term or condition of employment, whether covered by this award or not, during the term of this award.

7. Review of Award

The parties agree to review this award no later than three months prior to the end of its term. In the context of this review, the parties shall examine both the operation of the award and the possibilities of entering into a further award.

8. Aims and Objectives of the Award

8.1 Aims

The parties to this award are committed to continue improvements in Safety, Health and the Environment and the resulting changes in work methods designed to achieve productivity, efficiency and flexibility. A commitment to such improvements will in turn significantly increase the Company's competitiveness and offer secure and worthwhile employment for the Employees.

The Company business needs to continue to improve in order to remain competitive.

The Company has developed a vision of the type of business it wants and the elements necessary to transfer that vision to a reality.

(a) The critical elements are:

- (i) Safe and Rewarding Work;
- (ii) Environmentally Sustainable Operations;
- (iii) A Product Quality and Customer Service Focus;
- (iv) Continuous Improvement;

- (v) Employee Participation;
- (vi) Improved Competitiveness;
- (vii) Removal of Artificial Barriers; and
- (viii) Increase Job Security.

8.2 Objectives

- (a) To comply with the various safety, health and environmental legislative and other requirements and to achieve industry best practice in these areas.
- (b) To improve the efficiency and productivity of the Company by ensuring management and labour practices are more closely attuned to current and future needs and objectives of the Company.
- (c) To develop an environment of continuous improvement which is conducive to a flexible work organisation able to respond to changing demands in the market place.
- (d) To provide a climate for the Employees to develop a broader range of skills thereby maximising rewards to Employees and security of employment.
- (e) To benchmark other organisations that are leaders in the field of increased efficiency and productivity and where appropriate utilise this information in implementing change.

9. Communication

Employees may be required to attend a communication session to inform Employees of the contents and requirements of this award.

10. Disputes Procedure

- 10.1 A procedure for the avoidance of industrial disputes and Employee grievances shall apply at all sites covered by this award.
- 10.2 The objectives of the procedure shall be to promote the resolution of disputes/grievances by measures based on consultation, co-operation and discussion, to reduce the level of industrial confrontation and to avoid interruption to the performance of work and the consequential loss of production and wages.
- 10.3 Any Employees or Union delegates should obtain permission from their manager or supervisor prior to leaving their workstation to consult with the Company. Such permission shall not be unreasonably withheld. All Union business, in relation to this procedure, shall be conducted by the Employee in the Company's time.

10.4

- (a) Procedures relating to grievances of individual Employees
 - (i) The Employee is required to notify (in writing or otherwise) the Company as to the substance of the grievance, request a meeting with the Company for bilateral discussions and state the remedy sought.
 - (ii) A grievance must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
 - (iii) Reasonable time limits must be allowed for discussion at each level of authority.

- (iv) At the conclusion of the discussion, the Company must provide a response to the Employee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.
 - (v) While a procedure is being followed, normal work must continue.
 - (vi) If they so choose the Employee may be represented by the Union.
- (b) Procedures relating to disputes, etc., between the Company and Employees
- (i) A question, dispute or difficulty must initially be dealt with as close to its sources as possible, with graduated steps for further discussion and resolution at higher levels of authority.
 - (ii) Reasonable time limits must be allowed for discussion at each level of authority.
 - (iii) While a procedure is being followed, normal work must continue.
 - (iv) The Company may be represented by an industrial organisation of employers or other representative and the Employees may be represented by the Union for the purposes of each procedure.
- 10.5 There shall be a commitment by the parties to achieve adherence to this procedure. This should be facilitated by the earliest possible advice by one party to the other of any issue or problem which may give rise to a grievance or dispute.
- 10.6 Reasonable time limits shall be allowed for the completion of the various stages of the discussions. At least 7 days should be allowed for all stages of the discussions to be finalised.
- 10.7 Emphasis shall be placed on a negotiated settlement. However, if the negotiation process is exhausted without the dispute being resolved, the parties shall jointly or individually refer the matter to the Commission for assistance in resolving the dispute.
- 10.8 In order to allow for the peaceful resolution of grievances and disputes the parties shall be committed to avoid industrial action including, stoppages of work, lock-outs or any other bans or limitations on the performance of work while the above procedure is being followed.
- 10.9 The Company shall ensure that all practices applied during the operation of the procedure are in accordance with their obligations under the Occupational Health and Safety legislation in New South Wales and consistent with established custom and practice at the workplace.

11. Stages of this Award and Wage Adjustments

- 11.1 The following wage increases shall apply to the Employees, excepting metal trade classifications. Expense related allowances are not to be increased unless adjusted in the Parent Award.
- 11.2 The wage adjustments in this award shall comprise of four stages:
- (a) Stage 1
From the first pay period on or after 15 May 2004, a 4% wage increase shall apply.
 - (b) Stage 2
From the first pay period on or after 15 May 2005, a further 4% wage increase shall apply.

(c) Stage 3

From the first pay period on or after 15 May 2006, a further 4% wage increase shall apply.

(d) Stage 4

From the first pay period on or after 15 May 2007, a further 4% wage increase shall apply.

12. Hours of Work

12.1 The ordinary spread of hours shall be from 6.00 a.m. to 6.00 p.m. Monday to Friday inclusive.

12.2 Starting times fixed in accordance with the spread of ordinary hours in subclause 12.1 above may be varied by the Company to suit the needs of the business.

13. Electronic Funds Transfer

Payment of wages, shall be paid weekly by Electronic Funds Transfer into an account nominated by the Employee.

14. Meal Allowances

14.1 Meal Allowance - Ordinary Time

(a) Employees will be paid a meal allowance of \$10.70 for each day worked. The allowance will not be paid where an Employee is on leave for any reason including but not limited to sick leave, annual leave, long service leave, rostered days off, unpaid leave and public holidays.

(b) In recognition of the abovementioned payment, no travel allowance as provided in the Parent Award at clause 3.7(8) is to be paid and the provisions in the Parent Award in clause 4.4 relating to meal breaks and allowances do not apply.

14.2 Meal Allowance - Overtime

(a) An Employee who is required to work overtime for more than two hours beyond the cessation of the Employee's ordinary hours of work for that day, shall be paid a meal allowance of \$10.70. This allowance shall be paid after every four additional hours of overtime worked on any one day.

(b) Subclause (a) of this clause is in lieu of clause 4.7 (overtime) subclause (4) Cribs (a) of the Parent Award.

15. Redundancy

15.1 Permanent Employees covered by this award, whose positions are made redundant by the Company, shall receive the following termination payment:

(a) notice as prescribed by relevant legislation or the Parent Award; and

(b) severance pay which will be the greater of that provided for under the Parent Award or 2 weeks for each year of service (pro-rata) to a maximum of 52 weeks (exclusive of the notice period in (a) above).

15.2 Where an Employee covered by this award accepts a transfer to a position at another Readymix Holdings location, in lieu of redundancy, when operations cease at Penrith Quarry, they may within 3 months of commencing in that position choose to resign and take the redundancy benefit they would have received at the time of Penrith closure. This will not apply where the Employee's employment is

terminated within that three months on disciplinary grounds, or the Employee otherwise leaves employment in breach of his employment contract.

- 15.3 Where an Employee covered by this award accepts a transfer to a position at another Readymix Holdings location, in lieu of redundancy, when operations cease at Penrith Quarry, which requires the Employee to relocate from their current residence, the Company will offer some assistance with such relocation. The level of assistance will be determined by management at that time and will be based on the Employee's individual circumstances. Where the Employee reverts to a redundancy benefit under subclause 15.2, any relocation costs incurred by the Company will be offset against the redundancy benefit.

16. Fitness for Work

The parties recognise the importance of ensuring Employee fitness for work through compliance with the applicable OH&S and Mines Acts, Regulations and Rules and are committed to implementing practical solutions to achieve these objectives.

17. Casual Employees

A casual Employee is one engaged and paid as such. A casual Employee shall be paid 1/38 of the weekly rate plus 15% for all work performed plus 1/12 for annual leave, provided that this clause shall not be used to make current permanent Employees casuals.

18. Increased Flexibilities

- 18.1 Employees shall undertake duties and tasks as directed, provided such Employees have the skills, competence and training to perform such tasks as directed.
- 18.2 Employees, the subject of this award, are committed to co-operate with and undertake all relevant training as directed by the Company, to meet the needs of the business.
- 18.3 The Company shall ensure that the provisions of the Parent Award relating to Employees' classifications are adhered to when implementing this clause.

19. Teamwork

All parties to this award and the business units concerned are committed to the development of teamwork and the restructuring of existing work patterns and arrangements consistent with business needs.

20. Competency Recognition, Learning and Development

- 20.1 The parties are committed to the recognition and where deemed appropriate by the Company compliance with national competency standards whilst also recognising the necessary competencies to remain competitive at an enterprise level.
- 20.2 A skills matrix will be developed by the parties. The matrix will identify the required competencies necessary at the enterprise level. Each Employee will be assessed to determine the competencies actually held from time to time. Where there is a gap between the actual competencies held by Employee(s) and those required by the Company, this will form the basis of an enterprise training plan.
- 20.3 The Company is committed to supporting the development of Employees. This may take the form of:
- (a) training for Employees to maintain or upgrade their skills to enhance performance in their current role; or
 - (b) education or training which will assist an Employee's progression towards new roles within the Company,

which will be fully paid for by the Company and conducted in work time.

20.4 With regard to the future closure of the Penrith Quarry the Company is also committed to assist Employees to position themselves to gain employment when operations cease. This includes both internal and external opportunities. To support this commitment the Company will:

- (a) fund the cost of approved education or training undertaken by an Employee. Costs will be reimbursed following documented completion of the approved training throughout each year;
- (b) provide Employees who are interested with an opportunity to discuss future career options with an approved external service provider at the Company's expense. This service will cover issues such as (but not limited to):
 - identifying personal skills and accomplishments;
 - setting job/career objectives;
 - completing a job application or resume;
 - creating a job search plan; and
 - networking and interviewing skills; and
- (c) assist Employees gain competencies and licences (where applicable) for work performed at Penrith Quarry, which would not normally form part of their role, consistent with meeting production and customer requirements.

21. Customer Service and Product Quality

Employees are committed to the sustainable implementation of customer service and product quality initiatives such as correct use of and compliance with stockpile construction and load out signs and stockpile load out procedures.

22. Performance Criteria and Objectives

22.1 Employees recognise the importance of and are committed to cooperate and work with the Company to achieve the following performance outcomes:

- (a) zero recordable injuries;
- (b) nil customer complaints related to product loadout;
- (c) achievement of moisture content targets for Emoleum products;
- (d) increased product loadout grading conformance to >90%;
- (e) achievement of fixed plant Utilisation of >90%; and
- (f) development and implementation of a Waste Reduction Plan and achievement of associated targets.

22.2 In order to assist with the achievement of the performance objectives identified above, all Employees agree and are committed to participating in:

- (a) regular reviews and updates of progress against the performance criteria and outcomes;
- (b) routine reviews and updates of their job descriptions and work instructions; and
- (c) education sessions about the performance criteria.

23. Additional Holiday - Picnic Day

- 23.1 Employees are entitled to an additional day's holiday without loss of pay each calendar year which is not cumulative. Should the Employee be requested to work and perform work on the agreed picnic holiday date, they shall be paid, in accordance with clause 4.6 of the Parent Award regarding Sundays and holidays which provides for double time and one-half, with a minimum payment of 4 hours' work.
- 23.2 The day agreed by the parties to be taken as the Picnic Day shall be Easter Saturday.

24. Safety, Health and Environment

Employees recognise their responsibility for improving workplace safety, health and environment ("SHE") and commit to:

- (a) knowing and following the SHE requirements related to the job and workplace;
- (b) constantly reviewing the workplace for hazards and initiating appropriate corrective actions or reporting the hazard to the supervisor or manager;
- (c) reporting to work fit for duty; and
- (d) reporting all improper SHE practices observed at the workplace to the supervisor or manager.

25. Salary Sacrificing

- 25.1 Remuneration under this award and the Parent Award may, by the operation of this award, be made up entirely of wages or, at the option of an Employee (other than a casual Employee) and subject to the Company's agreement, wages and a superannuation contribution to Rinker Super. Wages and superannuation are the two components which will make up remuneration. The sum allocated to each component will be negotiated initially between the Company and the Employee and thereafter renegotiated in accordance with this clause.
- 25.2 Should the Company make a superannuation contribution in accordance with this clause, it shall not, to the extent of that contribution, be liable to pay wages to the Employee under this award or the Parent Award.
- 25.3 The opportunity for an Employee to initially negotiate the components of remuneration as per clause 25.1 above shall be available once per year at a time and in accordance with procedures determined by the Company and may only be changed during the period specified in accordance with procedures established by the Company.
- 25.4 In the event that changes in relevant taxation legislation, tax office rulings or determinations remove or alter the Company's capacity to maintain the salary sacrifice arrangements pursuant to this award, the Company will be entitled to withdraw from these arrangements by giving notice to each affected Employee.

26. Anti-Discrimination

- 26.1 It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* (NSW) to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 26.2 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.
- 26.3 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.
- 26.4 Nothing in this clause is to be taken to affect:
- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977* (NSW);
 - (d) a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 26.5 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.

ANNEXURE A

For the purpose of this award the 2 "business units" for the Sydney Quarries Division are:

1. Penrith Quarry located at:
Sheens Lane
Off Castlereagh Road
PENRITH NSW 2750
2. Londonderry Sand located at:
Torkington Road
LONDONDERRY NSW 2753

D. W. RITCHIE, Commissioner.

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(1791)

SERIAL C3618**SYDNEY UNIVERSITY SIT BUILDING PROJECT AWARD 2005**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Master Builders' Association of New South Wales, industrial organisation of employers.

(No. IRC 941 of 2005)

Before The Honourable Justice Walton, Vice-President

9 March 2005

AWARD**1. Arrangement**

Clause No.	Subject Matter
1.	Arrangement
2.	Objectives
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(a)	Project/Productivity Allowance
6.3(b)	Transport Drivers
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	Safety Procedures
7.5	OH&S Industry Induction
7.6	Formwork Safety
7.7	Temporary Power/Testing and Tagging
7.8	Crane Safety
8.	Dispute Resolution
8.1	Employer specific disputes
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9.	Monitoring Committee
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16. Union Rights
 - 16.1 Visiting Union Officials
 - 16.2 Workplace Delegate
 - 16.3 Union Membership
17. Australian Content
18. Protective Clothing
19. Workers Compensation and Insurance Cover
20. Apprentices
21. Training and Workplace Reform
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23. Anti-Discrimination
24. Personal/Carers Leave
 - 24.1 Use of Sick Leave
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 - 24.5 Make-up Time
 - 24.6 Rostered days off
25. Project Close-Down Calendar

Annexure A -Parties

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

2. Objectives

- 2.1 The Parties agree to continue to develop and implement the following objectives in respect of the following key areas on the Project:
- (a) Implementation of forms of work organisation which encourage the use and acquisition of skills and continual learning;
 - (b) Continued development of more effective management practices;
 - (c) Continued development of communication processes, which facilitate participation by all Employers, Employees and Unions
 - (d) Introduction of new technology and associated change to enhance productivity;
 - (e) Improved quality of work;
 - (f) Increased scope of sub-contract work packages to promote genuine skills enhancement and acquisition by Employees.
 - (g) Provision of a career structure for all Employees based on skills, competencies and increased job satisfaction;
 - (h) Provision of high standards of occupational health & safety on the Project;
 - (i) Improved impact of the Project on the environment;
 - (j) Implementation of this Award, and compliance with all relevant statutory provisions;
 - (k) Elimination of unproductive time;
 - (l) Improved compliance by subcontractors with the provisions of applicable awards and/or enterprise agreements and legislative requirements;
 - (m) Improved wages and conditions for all employees working on the project;

- (n) Increased leisure time for employees by eliminating excessive hours of work.
- (o) Enhancing job opportunities for persons who have a legal right to work including persons who wish to take on apprenticeships or traineeships.
- (p) Encourage all employers to have Enterprise Agreements with the relevant union or unions.

3. Definitions

"Award" means the Unions NSW & A W Edwards Pty Limited, Sydney University SIT Building Project Award 2005.

"Employer Name" means A. W. Edwards Pty Limited of 131 Sailors Bay Road, Northbridge 2063.

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

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

"Employer" means A W Edwards Pty Limited and/or any subcontractor/s engaged to work on the Project.

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

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

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

"Monitoring Committee" means the committee established under clause 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.

"Project Milestones" means the milestones listed in Clause 6.3 and varied by the Monitoring Committee from time to time.

"Project" means the construction works contracted to A W Edwards Pty Limited at Coward Street, Mascot.

"Project Manager" means the Project Manager appointed by A W Edwards Pty Limited from time to time.

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

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

"Unions NSW" means the Labor Council of NSW

4. Application

- 4.1 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.
- 4.2 Where A W Edwards Pty Limited engages 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 Project Award.

- 4.3 The Parties also acknowledge and agree that the terms of this Award form part of the tender conditions for subcontract work on this Project.
- 4.4 This Award is generally intended to supplement and co-exist within the terms of existing Enterprise Agreements and Awards and its primary purpose is to provide a framework for the Employers, the Unions NSW and the Unions, to manage those issues on the Project which affect more than one Employer.

5. Duration

- 5.1 This Award shall operate on and from 19th November 2004 until Practical Completion.

6. Industry Standards

6.1 Superannuation and Redundancy

- (a) The Parties acknowledge that 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 for each of their employees. Apprentices/trainees will receive a contribution of 9% of ordinary time earnings whilst engaged on the project.
- (b) The Employers will make a contribution of \$61 per week into ACIRT or MERT or other schemes approved by the parties for each of their employees. The employers shall make a contribution of \$40.00 per week for apprentices/trainees working on the project.

6.2 Top Up/24 Hour Income Protection Insurance

- (a) Each Employer will provide Workers Compensation Top-Up/24 Hour Income Accident Insurance with the UPLUS scheme or other similar schemes, which are approved by the parties to this Award.

6.3 Project Productivity Allowance

- (a) Subject to subclause 6.3(b) and 6.4 the Employer will pay a project allowance for persons engaged on the project of \$1.75 for each hour worked on the Project. This payment does not attract any penalty or premium.
- (b) Productivity Allowance Payment - Project Milestones
- (i) the performance payment shall relate to achievements for works completed to Project Milestones.
- (ii) the monthly reviews will certify the achievement of Project Milestones for the purpose of entitlement to the payment for works completed.
- (iii) in the event that a Project Milestone is not achieved, the Monitoring Committee shall meet to determine:

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

The action required catching up to the Project Milestone.

If payment shall continue for the coming month.

- (iv) However, if in spite of the parties best efforts, a Project Milestone is not achieved for two consecutive months and there are not extenuating circumstances then the Monitoring

Committee shall meet to discuss why that target has not been achieved and how best, time can be made up to ensure Project Milestone (s) are achieved.

- (v) If a Project Milestone Date is not achieved and there are not extenuating circumstance(s) acceptable to the Monitoring Committee, and then no payment will be made against achievement of that Milestone.
- (vi) If in the following period(s) work catches up to allow achievement of the subsequent Project Milestone(s) then a payment shall be made and shall include payment(s) for the preceding Project Milestone.
- (vii) The parties agree that the A W Edwards Pty Limited Project Manager, in conjunction with the Monitoring Committee shall determine if the identified Milestones for the Project have been achieved.
- (viii) Project Productivity Allowance Payment Application Matrix

TYPE OF ACTIVITY	PRODUCTIVITY INCENTIVE PAYMENT PAYABLE FOR
Productive Work	Payable
Sick Leave	Not Payable
Annual Leave	Not Payable
Public Holidays	Not Payable
Rostered Days Off	Payable
Approved Training	Payable
Jury Duty	Not Payable
Bereavement Leave	Not Payable
Inclement Weather	Payable whilst on site
Any other Paid Downtime	Not Payable whilst off site

- (ix) The Project Milestones:

Project Milestone No 1:

Excavation/Shoring - Completion Date 1 March 2005

Project Milestone No 2:

Structure - Completion Date 1 October 2005

Project Milestone No 3:

Practical Completion - Completion Date 16 March 2006

6.4 Transport Drivers

- (a) Employees - Rates of Pay

It is further agreed that any Transport Worker carrying out work relating to the Project will be paid, in addition to their Award or Enterprise Agreement rate of remuneration, any applicable Project productivity allowance, provided that the driver has had a regular involvement of two (2) hours or more on any day with the project.

(b) Contract Carrier

The Parties agree that all Contract Carriers involved in the Transport Industry shall be paid the rates of pay applicable under the Transport Industry Excavated Materials Contract Determination for the cartage of materials to, on and from the site.

(c) GST

Rates paid to contractor's carriers, including any applicable project productivity allowance, shall be exclusive of GST. A separate amount equal to 10% of the value of the remuneration payable shall be paid to the carrier for contracts of carriage (the GST amount). The total fee payable to the contract carrier shall be the sum of the remuneration payable and the GST Amount.

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

7.1 Induction

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

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

7.3 The Safety Committee

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

7.4 Safety Procedures

- (a) The Parties acknowledge and agree that all Parties are committed to safe working procedures.
- (b) If the Project Manager or the Safety Committee is of the opinion that an Employee or Employer has committed a serious breach of either the Environment Health and Safety Policy or the relevant safety management plan (or any other agreed safe working procedures), the Project

Manager (or the Project Manager on recommendation from the Safety Committee) will implement disciplinary action against the Employer or Employee which may include taking all steps required to remove the Employer or Employee from the Project.

- (c) The Parties agree that pursuant to the Code of Practice, in the event that an unsafe condition exists, work is to continue in all areas not affected by that condition and those employers may direct employees to move to a safe place of work. No employee will be required to work in any unsafe area or situation.

7.5 OH&S Industry Induction

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

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 an agreed appropriate authority will be contacted to assess the qualifications of the relevant employee. Further, all contractors engaged on site to perform work shall fully comply with AS 3610 Formwork for Concrete.

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 tradespersons. Testing and tagging is to be carried out only by qualified electrical tradespersons.

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 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 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, in the absence of an "Enterprise Agreement" provision, 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, A W Edwards Pty Limited and the appropriate Union official;
- (e) Discussion between the Secretary of the relevant Union (or nominee) and A W Edwards Pty Limited Industrial Relations Manager (or nominee);

- (f) If the dispute is not resolved after step (e), parties to the Award may notify the dispute to the Industrial Relations Commission of New South Wales, and request that the Industrial Relations Commission of New South Wales resolve the dispute pursuant to its powers set out in the *Industrial Relations Act 1996* (NSW).
- (g) Work shall continue without interruption or dislocation during discussion and negotiations concerning 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 A. W. Edwards Pty Limited and the Union delegate;
- (c) Discussion between site management representatives of A. W. Edwards Pty Limited and the Union organiser;
- (d) Discussion between senior management of A. W. Edwards Pty Limited and the appropriate Union official;
- (e) Discussion between the Secretary of the relevant Union (or nominee) and A. W. Edwards Pty Limited NSW Operations Manager (or nominee);
- (f) If the dispute is not resolved after step (e), parties to the Award may notify the dispute to the Industrial Relations Commission of New South Wales, and request that the Industrial Relations Commission of New South Wales resolve the dispute pursuant to its powers set out in the *Industrial Relations Act 1996* (NSW);
- (g) Work shall continue without interruption or dislocation during discussion and negotiations concerning 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;
- (b) Discussion between the Unions NSW and the Unions to try to resolve the dispute;
- (c) If the dispute is not resolved after step (b), either Union may notify the dispute to the Industrial Relations Commission of New South Wales and request that the Industrial Relations Commission of New South Wales resolve the dispute pursuant to its powers set out in the *Industrial Relations Act 1996* (NSW).

8.4 Procedures to prevent Disputes Regarding Non- Compliance

- (a) A W Edwards Pty Limited in association with the accredited site union delegate will check monthly payments of subcontractors companies engaged on site in relation to superannuation, redundancy and extra insurance to ensure payments for employees have been made as required. A W Edwards Pty Limited and site delegate shall also check that employers have not introduced arrangements such as and not limited to 'all-in' payment (i.e. payments not incorporated into Enterprise Agreements as defined under Clause 3) 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 A W Edwards Pty Limited will take immediate steps to ensure that any such arrangements are rectified and that any Employee affected by any such arrangement receives all statutory entitlements.

- (b) Each subcontractor engaged on site will be specifically advised and monitored in respect of payroll tax and required to comply with their lawful obligations.
- (c) In accordance with Section 127 of the *Industrial Relations Act* 1996, Section 175(b) of the *Workers' Compensation Act* 1987 or Part 5B s1G-31J of the *Payroll Tax Act* 1971 the principal contractor will obtain all applicable Sub-Contractors Statements regarding workers' compensation, payroll tax and remuneration. A copy of these statements will be available on request to an accredited trade union officer or site delegate.
- (d) The union delegate or union official shall advise A W Edwards Pty Limited 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

- 9.1 The Parties may establish a committee to monitor the implementation of this Award.
- 9.2 This Monitoring Committee if established will meet at the commencement of construction and then at monthly intervals or as required during construction on the Project.
- 9.3 The Monitoring Committee will consider ways in which the aims and objectives of this Award can be enhanced, which may include, but not be limited to discussion of:
 - (a) developing more flexible ways of working;
 - (b) enhancing occupational health and safety;
 - (c) productivity plans, and
 - (d) compliance with Award and other statutory requirements by employers.
- 9.4 If the principles of this Award are not being followed, the Committee will develop a plan in consultation with the Parties, to implement the intent of the Award.

10. Productivity Initiatives

10.1 Learning Initiatives

Each Employer shall be required to demonstrate to A W Edwards Pty Limited implementation of commitment to skill enhancement and workplace reform while working on the Project.

10.2 Inclement Weather

- (a) The Parties to this Award will collectively proceed towards the minimisation of lost time due to inclement weather.
- (b) Further, the Parties are bound to adopt the following principles with regard to inclement weather and idle time created by inclement weather:
 - (i) Adoption of a reasonable approach regarding what constitutes inclement weather;

- (ii) Reasonable efforts will be made to access the workplace in the event of inclement weather.
- (iii) 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);
- (iv) Where the initiatives described in (b) above are not possible, the use of non-productive time may be used for activities such as relevant and meaningful skill development; production/upgrade of skill modules; presentation and participation in learning; planning and reprogramming of the Project;
- (v) All Parties are committed to an early resumption of work following any cessation of work due to inclement weather;
- (vi) The Parties agree the practice of "one out, all out" will not occur.

10.3 Rostered Days Off

- (a) Subject to Clause 25 a procedure for the implementation of Rostered Days Off (RDOs) will be agreed on the Project. The purpose which is to:
 - (i) increase the quality of working life for Employees; and
 - (ii) increase the productivity of the Project.
- (b) A roster of RDO's will be prepared, following consultation with the workforce and parties to this Award.
- (c) Records of each Employee's RDO accruals will be recorded on the employees pay slip and copies made available to the Employee, the Employee's delegate or union official upon request. It is acknowledged that different arrangements in relation to the banking of RDO's may apply to members of the CEPU.
- (d) Where practicable, Saturday work prior to the published industry RDO's will not be worked.

10.4 Maximising Working Time

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

10.5 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.

11. Immigration Compliance

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

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

12. Long Service Compliance

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

13. No Extra Claims

- 13.1 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

- 14.1 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

- 15.1 This Award was negotiated by the Unions NSW on behalf of the Unions and by A W Edwards Pty Limited 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 union to organize and recruit employees. The Parties to this award also acknowledge that good communication between the union official, the delegate and its members is an important mechanism in assisting the parties to resolve grievances and disputes in a timely fashion.

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 Building Awards, the Occupational Health and Safety Act and Regulations, and other statutory/legislative obligations for entry to the site.
- (c) Union officials with the appropriate credentials shall be entitled to inspect all such wage records, other payment records and related documentation necessary to ensure that the Employers are observing the terms and conditions of this Award.
- (d) All such wages books and other payment records shall be made available within 48 hours on site or at another convenient, appropriate place, provided the Union give notice to the Employers and the Project Manager.
- (e) Such inspections shall not take place unless there is a suspected breach of this Award, other appropriate Building Awards, Enterprise Agreements, the *Industrial Relations Act 1996* (NSW), or other Statutory Employer requirements.

16.2 Project Delegates

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

(a)

(i) The parties acknowledge it is the sole right of the Project workforce to elect the Project Delegate/s, who shall be recognised as the authorised representative of the Unions in respect of the Project.

(ii) The Project Delegate/s 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.

(iii) The Project Delegate/s shall have the right to communicate with the Project workforce in relation to industrial matters without impediment by the employer. Without limiting the usual meaning of the expression "impediment", this provision applies to the following conduct by an employer:

moving the Project Delegate/s to a workplace or work situation which prevents or significantly impedes communication with the project Workforce;

changing the Project Delegate's shifts or rosters so that communication with employees is prevented or significantly impeded;

disrupting duly organised meetings.

(iv) The Project Delegate/s 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:

the introduction of new technology on the Project and other forms of workplace change;

Career path, reclassification, training issues; and to initiate discussions and negotiations on any other matters affecting the employment of the employees

Ensuring that employees on the Project are paid their correct wages, allowances and other lawful entitlements.

To check with relevant industry schemes so as to ensure that superannuation, long service leave and redundancy has been paid on time.

(v) In order to assist the Project Delegate/s to effectively discharge his or her duties and responsibilities, the Project Delegate/s shall be afforded the following rights:

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;

at least 10 days paid time off work to attend relevant Union training courses/forums;

paid time off to attend meetings of delegates in the industry, as authorized by the relevant union.

(vi) The employer of a Project Delegate/s shall provide to the Project Delegate/s the following:

a lockable cabinet for the keeping of records;
a lockable notice board for the placement of Union notices at the discretion of the Project Delegate/s;

where practicable, i.e. on large sites, a Project Delegate/s office;

where a Project Delegate/s office is not practicable, access to a meeting room;

use of the telephone for legitimate union business associated with the Project;

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.

- (vii) There shall be no deduction to wages where the Union requires the Project Delegate/s to attend any Court or Industrial Tribunal proceedings relating to Industrial matters at the workplace impacting on employees.

16.3 Union Membership

To assist properly accredited officials and workplace representatives of the union shall have the right to be provided with appropriate access to employees to promote the benefits of union membership.

To assist in this process the company shall:

- (a) Encourage all current and future employees to join and remain members of the union party to this Award;
- (b) Supply all employees with a union application form at the same time as new employees are provided with their taxation declaration form;
- (c) Provide the union access to new employees at induction training.

17. Australian Content

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

18. Protective Clothing

- 18.1 Employers will provide their Employees engaged on site with legally produced Australian made protective clothing and footwear on the following basis:

- (a) Safety Footwear

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

- (b) Clothing

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

(c) Jackets

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

- 18.2 In circumstances where any Employee(s) of Employers are transferred to the project from another Project where an issue of equivalent clothing was made, then such Employee shall not be entitled to an issue for this Project until the expiry of the calendar year or on a fair wear and tear basis.
- 18.3 Employees who receive from their Employer an issue and replacement of equivalent clothing and/or safety footwear as part of the Employer's policy or relevant industrial instrument shall not be entitled to the provisions of this clause
- 18.4 Employers will consult with the Labor Council of NSW to be provided with a list of Australian Manufacturers who do not use illegal or exploited labour in the manufacture of their work clothes.
- 18.5 Notwithstanding anything else contained in this clause all Transport Employees/Contractors will be supplied with Safety Footwear, 1 set of Clothing and 1 Jacket prior to the commencement of work at the site. However the Company does not need to supply the above if the said Employee/Contractor has been issued with the clothing by the Principal Contractor within the previous twelve (12) months and the Principal Contractor can substantiate that fact.

19. Workers Compensation and Insurance Cover

- 19.1 Employers must ensure that all persons that they engage to work on the project are covered by workers compensation insurance.
- 19.2 A W Edwards Pty Limited will assess Workers Compensation Certificates of Currency from each Employer engaged on site to ensure that the wages estimate and tariff declared for the type of work undertaken is correct. This information will be available to authorised Union officials on request.
- 19.3 Employers and their Employees must comply with the following steps to ensure expedited payment of workers compensation:
- (a) All Employees will report injuries to the project first aider and their supervisor at the earliest possible time after the injury.
 - (b) All Employees will comply with the requirements for making a workers compensation claim, including the provision of a Workcover medical certificate, at the earliest possible time after the injury. This information will also be supplied to the project first aid officer, and the employee's supervisor.
 - (c) In cases where the Employee is unable to comply with the above, the relevant employer will assist in fulfilling requirements for making a claim.
- 19.4 Employers must ensure that they are aware of and will abide by Sections 63 to 69 of the *Workplace Injury Management and Workers Compensation Act 1998*, which provide that:
- (a) The Employer shall keep a register of injuries /site accident book in a readily accessible place on site;
 - (b) All Employees must enter in the register any injury received by the Employee. The Employer must be notified of all injuries on site immediately. The employer must notify the insurer within 48 hours of a significant injury;

- (c) An Employer who receives a claim for compensation, must within seven (7) days of receipt, forward the claim or documentation, to their insurer;
 - (d) An Employer who receives a request from their insurer for further specified information must within seven (7) days after receipt of the request, furnish the insurer with the information as is in the possession of the Employer or reasonably obtained by the Employer;
 - (e) An Employer who has received compensation money from an insurer shall forward such money to the person entitled to the compensation within three (3) working days;
- 19.5 Where there has been a serious incident and/or accident which has resulted in a serious injury or loss of life the employer shall notify the relevant union immediately
- 19.6 The Employer will also complete the relevant accident notification form and send it to WorkCover.

20. Apprentices

- 20.1 As part of the Project's commitment to industry training, a ratio of one apprentice/ trainee to every five tradespersons within each Employer's workforce is to be maintained.

21. Training and Workplace Reform

- 21.1 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

- 22.1 A W Edwards Pty Limited will guarantee 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

- 23.1 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.
- 23.2 This includes discrimination on the ground of race, sex, marital status, disability, homosexuality, transgender identity, responsibilities as a carer and age.
- 23.3 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Award, the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It will be consistent with fulfilment of these obligations for the parties to make application to vary any provision of the Award, which, by its terms of operation, has a direct or indirect discriminatory effect.
- 23.4 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an Employee because the Employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 23.5 Nothing in this clause is to be taken to affect:
- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;

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

23.6 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

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

- (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 25.1 (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 accordance 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.

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 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 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 Unions to participate in negotiations.

25. Project Close-Down Calendar

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

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

SITE CALENDAR 2004

Saturday	December 4	
Sunday	December 5	
Monday	December 6	Union Picnic Day
Tuesday	December 7	RDO (if applicable)

SITE CALENDAR 2005

Saturday	January 1	New Year's Day
Sunday	January 2	
Monday	January 3	New Year's Day Public Holiday
Wednesday	January 26	Australia Day Public Holiday
Thursday	January 27	RDO
Friday	January 28	RDO
Saturday	January 29	
Sunday	January 30	
Friday	March 25	Good Friday Public Holiday
Saturday	March 26	
Sunday	March 27	Easter Sunday
Monday	March 28	Easter Monday Public Holiday
Tuesday	March 29	RDO
Friday	April 22	RDO
Saturday	April 23	
Sunday	April 24	
Monday	April 25	Anzac Day Public Holiday
Saturday	June 11	
Sunday	June 12	
Monday	June 13	Queen's Birthday Public Holiday
Tuesday	June 14	RDO
Saturday	October 1	
Sunday	October 2	
Monday	October 3	Labour Day Public Holiday
Tuesday	October 4	RDO

Saturday	December 3	
Sunday	December 4	
Monday	December 5	Union Picnic Day
Tuesday	December 6	RDO

ANNEXURE A

PARTIES

Part 1

EMPLOYERS:

A. W. Edwards Pty Limited

and any subcontractors engaged to work on the project.

Part 2

UNIONS:

The Unions New South Wales.

Construction Forestry Mining and Energy Union (New South Wales Branch)

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

Electrical Trades Union of Australia (NSW Branch)

Transport Workers Union (TWU)

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

ANNEXURE B

Authority to obtain details of work rights from DIMIA

EMPLOYEE DETAILS

As specified in passport or other identity document)

Family Name:

Given Name(s):

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

Date of Birth: _____

Nationality: _____

Passport Number: _____

Visa Number: _____

Visa Expiry
Date: _____

I authorise the Department of Immigration and Multicultural and Indigenous Affairs (DIMIA) to release the details of my work rights status (that is, my entitlement to work legally in Australia) to the named employer/ labour supplier and a representative of a principal contractor and authorised trade union officer on request. I understand that these details are held by DIMIA on departmental files and computer systems. I also understand that the employer/labour supplier will use this information for the purposes of establishing my legal entitlement to work in Australia, and for no other purpose.

Employee Signature:

Date: _____

EMPLOYER/LABOUR SUPPLIER DETAILS

Business Name:

Business Street Address:

Type of Business:

Name of Contact Person:

Telephone: _____

Fax: _____

Note that the employee's work rights status will be sent directly to the fax number given above. Please ensure that this number is correct

The Completed Form Should Be Faxed To 1800 505 550

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

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

(1789)

SERIAL C3612

**BAULDERSTONE HORNIBROOK PTY LTD PROJECT AWARD -
TWIN TOWNS - HARBOUR TOWER 2005**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Baulderstone Hornibrook Pty Ltd for a new award.

(No. IRC 786 of 2005)

Before The Honourable Justice Walton, Vice-President

7 March 2005

AWARD

Arrangement

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1. Objectives

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

- (a) Implementation of forms of work organisation which encourage the use and acquisition of skills and continual learning;
- (b) Continued development of more effective management practices;
- (c) Continued development of communication processes, which facilitate participation by all Employers, Employees and Unions
- (d) Introduction of new technology and associated change to enhance productivity;
- (e) Improved quality of work;
- (f) Increased scope of sub-contract work packages to promote genuine skills enhancement and acquisition by Employees.
- (g) Provision of a career structure for all Employees based on skills, competencies and increased job satisfaction;
- (h) Provision of high standards of occupational health & safety on the Project;
- (i) Improved impact of the Project on the environment;
- (j) Implementation of this Award, and compliance with all relevant statutory provisions;
- (k) Elimination of unproductive time;
- (l) Improved compliance by subcontractors with the provisions of applicable awards and/or enterprise agreements and legislative requirements;
- (m) Improved wages and conditions for all employees working on the project;

- (n) Increased leisure time for employees by eliminating excessive hours of work.
- (o) Enhancing job opportunities for persons who have a legal right to work including persons who wish to take on apprenticeships or traineeships.
- (p) Adoption of a co-operative and non-adversarial approach to Industrial Relations issues.
- (q) Commitment to positive project outcomes including completion within Budget.
- (r) Commitment to the NSW Government Code of Practice for the Construction Industry.

2. Definitions

"Award" means this "Baulderstone Hornibrook Pty Ltd Project Award - Twin Towns - Harbour Tower 2005" made between the Parties.

"Builder" means Baulderstone Hornibrook Pty Ltd of 40 Miller St North Sydney 2059.

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

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

"Employer" means Baulderstone Hornibrook Pty Ltd and/or any subcontractor engaged by Baulderstone Hornibrook Pty Ltd to work on the Project.

"Enterprise Agreement" means an agreement certified under the *Workplace Relations Act 1996 (Cth)*, or approved under either the *Industrial Relations Act 1996 (NSW)* or *Queensland Industrial Relations Act 1999*.

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

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

"Monitoring Committee" means the committee established under clause 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.

"Project" means the construction works contracted to Baulderstone Hornibrook Pty Ltd for the Twin Towns - Harbour Tower located at Tweed Heads.

"Project Manager" means the Project Manager appointed by Baulderstone Hornibrook Pty Ltd from time to time.

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

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

3. Application

This Award will only apply to work done on the Project by the Employees for the period the Employer engages the Employees to work on the Project.

Where Boulderstone Hornibrook Pty Ltd engages sub-contractor/s to carry out works on the project, it shall make it a condition of any contract that it enters into with its sub-contractor/s that they will not employ or otherwise engage persons on wages and conditions, which are less favourable than those set out in this Project Award.

This Award is generally intended to supplement and co-exist within the terms of existing Enterprise Agreements and Awards and its primary purpose is to provide a framework for the Employers, Unions NSW and the Unions, to manage those issues on the Project which affect more than one Employer.

4. Duration

This Award shall operate on and from 9 August 2004 until practical completion is achieved.

5. Industry Standards

5.1 Superannuation and Redundancy

- (a) Each Employer will pay on behalf of each of its employees working on the Project a superannuation contribution of 9% of the employee's ordinary time earnings, or a minimum of \$100 per week whichever is the greater, to the superannuation fund nominated in the relevant industrial instruments eg C+BUS or such other scheme approved by the parties.
- (b) Each Employer will make a redundancy contribution on behalf of each of its employees working on the Project of not less than \$61 per week into ACIRT or BERT or other schemes approved by the parties. Such redundancy contributions will be off-set against the Employers applicable industrial instrument obligations.
- (c) The "Superannuation and Redundancy Scheme" contribution rates for Apprentices are provided for in Clause 18 Apprentices.

5.2 Top Up/24 Hour Income Protection Insurance

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

5.3 Project Productivity/Site Allowance

- (a) Where an Employer has a NSW Enterprise Agreement in place, the Employer will pay the Project Site Allowance for persons engaged on the Project of \$1.85 Site Allowance per hour plus Height Allowance (as contained in the relevant Parent Award), in addition to the productivity allowance found in NSW. Employer's Enterprise Agreement.
- (b) Where an Employer has a Queensland Enterprise Agreement in place, the Employer will pay the (Queensland EBA) Project Site Allowance/Height Allowance for persons engaged on the Project of \$1.85 per hour for Site Allowance plus Height Allowance (As contained in the relevant Parent Award) for each hour worked on the project.
- (c) Where an Employer does not have an Enterprise Agreement in place and is paying the award rates of pay as defined in the applicable industrial instrument the Project Allowance for persons engaged on the project will be \$4.00 for each hour worked on the Project, plus the \$1.85 Site Allowance per hour plus the applicable Height Allowance.
- (d) The Project Productivity/Site Allowance shall be in lieu of all Special Rates with the exception of the following:
 - (i) Heavy Block Rate
 - (ii) Explosive Power Tool

- (iii) Toxic Substances and Toxic Fumes
- (iv) Swing Scaffold
- (v) Formwork Certificate Allowance of \$0.30 per hour
- (e) Transport Drivers

It is further agreed that any Transport Drivers carrying out work relating to the Project will be paid, in addition to his/her Award or Enterprise Agreement rate of remuneration, the Project Productivity/Site Allowance set out in sub-clause 6.3 provided the driver has had a regular involvement of two hours or more on any day with the Project.

- (f) Contract Carrier

The parties agree that all Contract Carriers involved in the Transport Industry shall be paid the rates of pay applicable under the Transport Industry Excavated Materials Contract Determination for the cartage of materials to, on and from the site.

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

6.1 Induction

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

6.2 Environment, Health and Safety Plans

All Employers must submit an environment, health safety and rehabilitation management plan. These plans should include evidence of:

- risk assessment of their works;
 - hazard identification, prevention and control;
 - planning and re-planning for a safe working environment;
 - industry and trade specific induction of Employees;
 - monitoring performance and improvement of work methods;
 - reporting of all incidents/accidents;
 - compliance verification; and
- Regular EHS&R meetings, inspections and audits of the Project.

6.3 The Safety Committee

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

6.4 Safety Procedures

- (a) The Parties acknowledge and agree that all Parties are committed to safe working procedures.

- (b) If the Project Manager or the Safety Committee is of the opinion that an Employee or Employer has committed a serious breach of either the Environment Health and Safety Policy or the relevant safety management plan (or any other agreed safe working procedures), the Project Manager (or the Project Manager on recommendation from the Safety Committee) will implement disciplinary action against the Employer or Employee which may include taking all steps required to remove the Employer or Employee from the Project.
- (c) The Parties agree that pursuant to the Code of Practice, in the event that an unsafe condition exists, work is to continue in all areas not affected by that condition and those employers may direct employees to move to a safe place of work. No employee will be required to work in any unsafe area or situation.
- (d) Where an unsafe condition has been agreed by the Safety Committee, corrective action will be implemented immediately. Works will not recommence in this area until the rectification works have been accepted, by both the Safety Committee and the Project Manager.
- (e) Any disagreement as to the proper rectification of an unsafe condition shall be referred to a Work Cover Inspector whose determination shall be binding on all parties.

6.5 OH&S Industry Induction

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

6.6 Formwork Safety

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

6.7 Temporary Power/Testing and Tagging

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

6.8 Crane Safety

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

7. Dispute Resolution

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

7.1 Employer and Project Wide Specific Disputes

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

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

7.2 Demarcation Disputes

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

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

7.3 Procedures to prevent Disputes Regarding Non- Compliance

- (a) Baulderstone Hornibrook 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. Baulderstone Hornibrook 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 Baulderstone Hornibrook 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 Baulderstone Hornibrook if they believe the information, which has been provided by the subcontractor, is not correct.

- (e) Any dispute concerning non-compliance shall be resolved in accordance with the dispute settling procedures of this award.

8. Monitoring Committee

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

9. Productivity Initiatives

9.1 Inclement Weather

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, the use of non-productive time may be used for activities such as relevant and meaningful skill development; production/upgrade of skill modules; presentation and participation in learning; planning and reprogramming of the Project;
- (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.

9.2 Rostered Days Off

The implementation of Rostered Days Off (RDOs) is set down in clause 25. The purpose which is to:

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

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

9.3 Maximising Working Time

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

9.4 Hours of Work

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

10. Immigration Compliance

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 Baulderstone Hornibrook Pty Ltd of the importance of immigration compliance. Where there is concern that illegal immigrants are being engaged by an employer on the Project, Baulderstone Hornibrook Pty Ltd will act decisively to ensure compliance.

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

11. Long Service Compliance

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

12. No Extra Claims

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

13. No Precedent

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

14. Union Rights

The Parties to this award acknowledge the right of employees to be active union members and respect the right of the union to organize and recruit employees. The Parties to this award also acknowledge that good

communication between the union official, the delegate and its members is an important mechanism in assisting the parties to resolve grievances and disputes in a timely fashion.

14.1 Visiting Union Officials

- (a) Union officials (party to this Award) shall when arriving onsite, call at the site office and introduce themselves to the Baulderstone Hornibrook Pty Ltd Project Manager prior to pursuing their union duties.
- (b) Union officials shall produce their right of entry permits, if required, and observe the relevant Building Awards, the *Occupational Health and Safety Act* and Regulations, and other statutory/legislative obligations for entry to the site.
- (c) Union officials with the appropriate credentials shall be entitled to inspect all such wage records, other payment records and related documentation necessary to ensure that the Employers are observing the terms and conditions of this Award.
- (d) All such wages books and other payment records shall be made available within 24 hours on site or at another convenient, appropriate place, provided the Union gives notice to the Employers and the Project Manager.
- (e) Such inspections shall not take place unless there is a suspected breach of this Award, other appropriate Building Awards, Enterprise Agreements, the *Industrial Relations Act 1996 (NSW)*, or other Employer Statutory requirements.
- (f) Where it is felt necessary by an officer of the union to call a meeting of union members, the Company will be advised prior to doing so and a mutually agreeable meeting time shall be determined, all such meetings shall be regarded as Safety/Information Meetings and as such shall be paid as if worked.

14.2 Rights of the Project Delegate

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

- (a) The Parties acknowledge it is the sole right of the Project workforce to elect the Project Delegate, who shall be recognised as the authorised representative of the Unions in respect of the Project.
- (b) The Project Delegate shall have the right to approach or be approached by any Employee of an Employer to discuss industrial matters with that Employee during normal working hours.
- (c) The Project Delegate shall have the right to communicate with the Project workforce in relation to industrial matters without impediment by an Employer. Without limiting the usual meaning of the expression "impediment", this provision applies to the following conduct by an Employer:
 - i. moving the Project Delegate to a workplace or work situation which prevents or significantly impedes communication with the Project workforce;
 - ii. changing the Project Delegate's shifts or rosters so that communication with Employees is prevented or significantly impeded;
 - iii. disrupting duly organised meetings.

- (d) The Project Delegate shall be entitled to represent the Project workforce in relation to industrial matters on the Project, and without limiting the generality of that entitlement is entitled to be involved in representing the Project workforce:
- i. the introduction of new technology on the Project and other forms of workplace change;
 - ii. career path, reclassification, training issues; and to initiate discussions and negotiations on any other matters affecting the employment of the Employees;
 - iii. ensuring that Employees on the Project are paid their correct wages, allowances and other lawful entitlements;
 - iv. to check with relevant industry schemes so as to ensure that superannuation, long service leave and redundancy has been paid on time.
- (e) In order to assist the Project Delegate to effectively discharge his or her duties and responsibilities, the Project Delegate shall be afforded the following rights:
- i. the right to reasonable communication with other delegates, union officials and management in relation to industrial matters, where such communication cannot be dealt with or concluded during normal breaks in work;
 - ii. up to 10 days paid time off to attend relevant trade union training courses/forums at locations agreed between the parties.
- (f) There shall be no deduction to wages where the union requires a delegate to attend any Court or Industrial Tribunal proceedings relating to industrial matters at the workplace impacting on employees.
- (g) The Employer of the Project Delegate shall provide to the Project Delegate the following:
- (i) A lockable cabinet for the keeping of records;
 - (ii) Access to a meeting room;
 - (iii) Use of the telephone for legitimate union business associated with the Project;
 - (iv) From existing resources, and when required for legitimate union Project related business, access to a word-processor, typewriter, a photocopier, facsimile machine.

14.3 Union Membership

Properly accredited officials and workplace representatives of the union shall have the right to be provided with appropriate access to employees to promote the benefits of union membership. To assist in this process the Employer shall:

- (a) Where agreed, and authorised by the Employee, provide Payroll Deduction Services for Union fees. Such fees shall be remitted to the Union on a regular agreed basis with enough information supplied to enable the Union to carry out reconciliation.

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

15. Australian Content

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

16. Protective Clothing

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

(a) Safety Footwear

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

(b) Clothing

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

(c) Jackets

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

In circumstances where any Employee(s) of Employers are transferred to the Project from another Project where an issue of equivalent clothing was made, then such Employee shall not be entitled to an issue on this Project until the expiry of the calendar year or on a fair wear and tear basis.

Employees who receive from their Employer an issue and replacement of equivalent clothing and/or safety footwear as part of the Employer's policy, EBA, or relevant industrial instrument shall not be entitled to the provisions of this clause.

Employers will consult with Unions NSW to be provided with a list of Australia Manufacturers who do not use illegal or exploited labour in the manufacturing of their work clothes.

17. Workers Compensation and Insurance Cover

17.1 Employers must ensure that all persons that they engage to work on the Project are covered by workers compensation insurance.

17.2 Baulderstone Hornibrook Pty Ltd will audit Workers Compensation Certificates of Currency from each Employer engaged on site to ensure that the wages estimate and tariff declared for the type of work undertaken is correct. This information will be available to authorised Union officials on request.

17.3 Employers and their Employees must comply with the following steps to ensure expedited payment of workers compensation:

(a) All Employees will report injuries to the project first aider and their supervisor at the earliest possible time after the injury

(b) All Employees will comply with the requirements for making a workers compensation claim, including the provision of a WorkCover medical certificate, at the earliest possible time after the injury. This information will also be supplied to the project first aid officer, and their supervisor.

(c) In cases where the Employee is unable to comply with the above, the relevant employer will assist in fulfilling requirements for making a claim.

17.4 Employers must ensure that they are aware of and will abide by Sections 63 to 69 of the *Workers Injury Management and Workers Compensation Act 1998*, which provide that:

- (a) The Employer shall keep a register of injuries/site accident book in a readily accessible place on site;
 - (b) All Employees must enter in the register any injury received by the Employee. The Employer must be notified of all injuries on site immediately. The employer must notify the insurer within 48 hours of a significant injury;
 - (c) An Employer who receives a claim for compensation, must within seven (7) days of receipt, forward the claim or documentation, to their insurer;
 - (d) An Employer who receives a request from their insurer for further specified information must within seven (7) days after receipt of the request, furnish the insurer with the information as is in the possession of the Employer or reasonably obtained by the Employer;
 - (e) An Employer who has received compensation money from an insurer shall forward such money to the person entitled to the compensation within three (3) working days;
- 17.5 Where there has been a serious incident and/or accident which has resulted in a serious injury or loss of life the Employer shall notify the relevant union immediately
- 17.6 The Employer will also complete the relevant accident notification form and send it to WorkCover.

18. Apprentices

- 18.1 As part of the Project's commitment to industry training, a ratio of one apprentice/ trainee to every five tradespersons within each Employer's workforce is to be maintained.
- 18.2 The Parties acknowledge for Apprentices the superannuation contribution rate is 9% of ordinary time earnings, which shall be made to the superannuation fund nominated in the relevant industrial instruments being C+BUS/BUSSQ or other schemes approved by the Parties.
- 18.3 Unless otherwise prescribed in an Employers "Enterprise Agreement" the minimum contribution rates for Apprentices into ACIRT or other schemes approved by the parties will be as follows:

1st Year	\$15.00 per week
2nd Year	\$30.00 per week
3rd Year	\$45.00 per week
4th Year	\$61.00 per week

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

19. Training and Workplace Reform

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

20. Project Death Cover

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

21. Anti-Discrimination

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

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

22. Personal/Carers Leave

22.1 Use of Sick Leave

- (a) An Employee, other than a casual employee, with responsibilities in relation to a class of person set out in clause 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 spouse of the Employee; or
 - a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or

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

a same sex partner who lives with the Employee as the de factor partner of that Employee on a bona fide domestic basis; or

a relative of the Employee who is a member of the same household, where for the purposes of this paragraph:

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

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

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

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

22.2 Unpaid Leave for Family Purpose

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

22.3 Annual Leave

- (a) An Employee may elect with the consent of the Employer, subject to the *Annual Holidays Act 1944 (NSW)*, to take annual leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.
- (b) Access to annual leave, as prescribed in paragraph 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.

22.4 Time-off in Lieu of Payment for Overtime

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

22.5 Make-up Time

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

22.6 Rostered days off

- (a) An Employee may elect, with the consent of the Employer, to take a rostered day off at any time.
- (b) An Employee may elect, with the consent of the Employer, to take rostered days off in part day amounts.
- (c) An Employee may elect, with the consent of the Employer, to accrue some or all-rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the Employer and Employee, or subject to reasonable notice by the Employee or the Employer.
- (d) This 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.

23 Project Close-Down Calendar

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

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

Project Closedown Calendar 2004

Monday September 13	RDO
Monday October 11	RDO
Tuesday October 12	RDO
Monday November 1	RDO
Tuesday November 2	RDO
Monday December 6	No Work paid Union Picnic Day
Monday December 27	Boxing Day Public Holiday
Tuesday December 28	Xmas Day Public Holiday
Wednesday December 29	RDO
Thursday December 30	RDO
Friday December 31	RDO

* Award RDO's

Project Closedown Calendar 2005

Monday January 3	New Year's Day Public Holiday
Tuesday January 4	RDO
Wednesday January 26	Australia Day Public Holiday
Monday February 7	RDO
Friday March 25	Good Friday Public Holiday
Saturday March 26	Easter Saturday Public Holiday
Monday March 28	Easter Monday Public Holiday
Tuesday March 29	RDO
Wednesday March 30	RDO
Thursday March 31	RDO
Friday April 1	RDO
Monday April 25	Anzac Day Public Holiday
Tuesday April 26	RDO
Monday May 2	Labour Day
Monday May 23	RDO
Monday June 13	Queen's Birthday Public Holiday
Tuesday June 14	RDO
Wednesday June 15	RDO
Monday July 11	RDO
Monday August 15	RDO
Tuesday August 16	RDO
Monday September 5	RDO
Monday October 3	RDO
Tuesday October 4	RDO
Monday October 31	RDO
Tuesday November 1	RDO
Monday November 28	RDO
Monday December 5	No Work Paid Union Picnic Day
Friday December 23	RDO
Monday December 26	Xmas Day Public Holiday
Tuesday December 27	Boxing Day Public Holiday
Wednesday December 28	RDO
Thursday December 29	RDO
Friday December 30	RDO

* Award RDO's

24. Leave Reserved

Nil

ANNEXURE A

PARTIES

Part 1

Employers:

Boulderstone Hornibrook Pty Ltd

Contractors and Sub-contractors of Boulderstone Hornibrook Pty Ltd, engaged to undertake works on the Project.

Part 2

Unions:

Unions NSW

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

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

Electrical Trades Union of Australia (NSW Branch)

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

ANNEXURE B

Authority To Obtain Details Of Work Rights From DIMIA

**Employee Details
(As specified in passport or other identify document)**

Employer/Labour Supplier Details

Family Name:

Business Name:

Given Name(s):

Other Name(s) used (eg maiden name)

Business Street Address

Date of Birth: _____

Nationality: _____

Passport Number: _____

Visa Number: _____

Type of Business

Visa Expiry
Date: _____

I authorise the Department of Immigration and Multicultural Affairs (DIMA) to release the details of my work rights status (that is, my entitlement to work legally in Australia) to the employer/labour supplier named on this form.

Name of Contact Person:

Telephone
: _____

Fax: _____

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

Note that the employee's work rights status will be sent directly to the fax number given below. Please ensure that this number is correct.

Employee Signature:

The completed form should be faxed to
1800 505 550

Date: _____

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

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

Printed by the authority of the Industrial Registrar.

(1792)

SERIAL C3626

CENTRE COURT PROJECT AWARD 2005

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Baulderstone Hornibrook Pty Ltd for a new award.

(No. IRC 1030 of 2005)

Before The Honourable Justice Walton, Vice-President

4 March 2005

AWARD**1. Arrangement**

Clause No.	Subject Matter
1.	Arrangement
2.	Objectives
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(a)	Project Allowance
6.3(b)	Transport Drivers
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	Safety Procedures
7.5	OH&S Industry Induction
7.6	Formwork Safety
7.7	Temporary Power/Testing and Tagging
7.8	Crane Safety
8.	Dispute Resolution
8.1	Employer specific disputes
8.2	Project Wide Disputes
8.3	Demarcation Disputes

- 8.4 Procedures to prevent Disputes Regarding Non-Compliance
9. Monitoring Committee
10. Productivity Initiatives
 - 10.1 Learning Initiatives
 - 10.2 Inclement Weather
 - 10.3 Rostered Days Off
 - 10.4 Maximising Working Time
 - 10.5 Hours of Work
11. Immigration Compliance
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 Workplace Delegates
 - 16.3 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
26. Leave Reserved

Annexure A - (Parties)

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

2. Objectives

- 2.1 The Parties agree to continue to develop and implement the following objectives in respect of the following key areas on the Project:
- (a) Implementation of forms of work organisation which encourage the use and acquisition of skills and continual learning;
 - (b) Continued development of more effective management practices;
 - (c) Continued development of communication processes, which facilitate participation by all Employers, Employees and Unions
 - (d) Introduction of new technology and associated change to enhance productivity;
 - (e) Improved quality of work;
 - (f) Increased scope of sub-contract work packages to promote genuine skills enhancement and acquisition by Employees.

- (g) Provision of a career structure for all Employees based on skills, competencies and increased job satisfaction;
- (h) Provision of high standards of occupational health & safety on the Project;
- (i) Improved impact of the Project on the environment;
- (j) Implementation of this Award, and compliance with all relevant statutory provisions;
- (k) Elimination of unproductive time;
- (l) Improved compliance by subcontractors with the provisions of applicable awards and/or enterprise agreements and legislative requirements;
- (m) Improved wages and conditions for all employees working on the project;
- (n) Increased leisure time for employees by eliminating excessive hours of work.
- (o) Enhancing job opportunities for persons who have a legal right to work including persons who wish to take on apprenticeships or traineeships.
- (p) It is a objective of the unions party to this Award that all employers have Enterprise Agreements with the relevant union or unions.
- (q) Compliance with the NSW Government Construction Industry Code of Practice.

3. Definitions

"Award" means the Centre Court Project Award 2005.

"Baulderstone Hornibrook" means Baulderstone Hornibrook of 40 Miller St North Sydney 2060.

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

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

"Employer" means Baulderstone Hornibrook and/or any subcontractor/s engaged by Baulderstone Hornibrook to work on the Project.

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

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

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

"Monitoring Committee" means the committee established under clause 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.

"Project" means all the construction works for base building and integrated fit out at the Centre Court development at Centre Court Business Park, 1-11 Lyonpark Road, Macquarie Park NSW 2113.

"Project Manager" means the Project Manager (Delivery) for the Project appointed by Baulderstone Hornibrook from time to time.

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

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

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

4. Application

- 4.1 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.
- 4.2 Where Baulderstone Hornibrook engages 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 Project Award.
- 4.3 The Parties also acknowledge and agree that the terms of this Award form part of the tender conditions for work on this Project.
- 4.4 This Award is generally intended to supplement and co-exist within the terms of existing Enterprise Agreements and Awards and its primary purpose is to provide a framework for the Employers, Unions NSW and the Unions, to manage those issues on the Project which affect more than one Employer.

5. Duration

- 5.1 This Award shall operate on and from the 31 January 2005 until Practical Completion or three years from commencement (whichever comes first).

6. Industry Standards

6.1 Superannuation and Redundancy

6.1(a) The Parties acknowledge that 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 minimum payment made for superannuation for apprentices/trainees working on the project shall be \$50.00 per week.

6.1(b) The Employers will make a contribution of \$61 per week into ACIRT or MERT or other schemes approved by the parties. The employers shall make a contribution of no less than \$40.00 per week for apprentices/trainees working on the project.

6.2 Top Up/24 Hour Income Protection Insurance

6.2(a) Each Employer will provide Workers Compensation Top-Up/24 Hour Income Accident Insurance with the UPLUS scheme or other similar schemes, which are approved by the parties to this Award.

6.3 Project Allowance

6.3(a) Subject to subclause 6.3(b) the Employer will pay a project allowance for persons engaged on the project of \$3.00 for each hour worked on the Project. This allowance will be increased to \$3.50 from 1 January 2007.

6.3(b) Transport Drivers

6.3(b)(i) Employees - Rates of Pay

It is further agreed that any Transport Worker carrying out work relating to the Project will be paid, in addition to his/her Award or Enterprise Agreement rate of remuneration, any applicable Project productivity allowance, provided that the driver has had a regular involvement of two (2) hours or more on any day with the project.

6.3(b)(ii) Contract Carrier

The Parties agree that all Contract Carriers involved in the Transport Industry shall be paid the rates of pay applicable under the Transport Industry Excavated Materials Contract Determination for the cartage of materials to, on and from the site.

6.3(b)(iii) GST

Rates paid to contractor's carriers, including any applicable project productivity allowance, shall be exclusive of GST. A separate amount equal to 10% of the value of the remuneration payable shall be paid to the carrier for contracts of carriage (the GST amount). The total fee payable to the contract carrier shall be the sum of the remuneration payable and the GST Amount.

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

7.1 Induction

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

7.1(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

7.2(a) All Employers must submit an environment, health safety and rehabilitation management plan. These plans should include evidence of:

7.2(a)(i) risk assessment of their works;

7.2(a)(ii) hazard identification, prevention and control;

7.2(a)(iii) planning and re-planning for a safe working environment;

7.2(a)(iv) industry and trade specific induction of Employees;

7.2(a)(v) monitoring performance and improvement of work methods;

7.2(a)(vi) reporting of all incidents/accidents;

7.2(a)(vii) compliance verification; and

7.2(a)(viii) regular EHS&R meetings, inspections and audits of the Project.

7.3 The Safety Committee

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

7.4 Safety Procedures

7.4(a) The Parties acknowledge and agree that all Parties are committed to safe working procedures.

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

7.4(c) The Parties agree that pursuant to the Code of Practice, in the event that an unsafe condition exists, work is to continue in all areas not affected by that condition and those employers may direct employees to move to a safe place of work. No employee will be required to work in any unsafe area or situation.

7.5 OH&S Industry Induction

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

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 will be contacted to assess the qualifications of the relevant employee. Further, all contractors engaged on site to perform work shall fully comply with AS 3610 Formwork for Concrete.

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 tradespersons. Testing and tagging is to be carried out only by qualified electrical tradespersons.

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 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 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:

8.1(a) Discussion between those directly affected;

8.1(b) Discussion between site management representatives of the Employer and the Union delegate;

- 8.1(c) Discussion between site management representatives of the Employer and the Union organiser;
- 8.1(d) Discussion between senior management of the Employer, Baulderstone Hornibrook and the appropriate Union official;
- 8.1(e) Discussion between the Secretary of the relevant Union (or nominee) and Baulderstone Hornibrook NSW Operations Manager (or nominee);
- 8.1(f) If the dispute is not resolved after step (e), parties to the Award may notify the dispute to the Industrial Relations Commission of New South Wales, and request that the Industrial Relations Commission of New South Wales resolve the dispute pursuant to its powers set out in the *Industrial Relations Act 1996* (NSW).
- 8.1(g) Work shall continue without interruption or dislocation during discussion and negotiations concerning 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:

- 8.2(a) Discussion between those directly affected;
- 8.2(b) Discussion between site management representatives of Baulderstone Hornibrook and the Union delegate;
- 8.2(c) Discussion between site management representatives of Baulderstone Hornibrook and the Union organiser;
- 8.2(d) Discussion between senior management of Baulderstone Hornibrook and the appropriate Union official;
- 8.2(e) Discussion between the Secretary of the relevant Union (or nominee) and Baulderstone Hornibrook NSW Operations Manager (or nominee);
- 8.2(f) If the dispute is not resolved after step (e), parties to the Award may notify the dispute to the Industrial Relations Commission of New South Wales, and request that the Industrial Relations Commission of New South Wales resolve the dispute pursuant to its powers set out in the *Industrial Relations Act 1996* (NSW);
- 8.2(g) Work shall continue without interruption or dislocation during discussion and negotiations concerning 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:

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

8.4 Procedures to prevent Disputes Regarding Non- Compliance

- 8.4(a) Baulderstone Hornibrook in association with the accredited site union delegate will check monthly payments of subcontractors companies engaged on site in relation to superannuation, redundancy and extra insurance to ensure payments for employees have been made as required. The Baulderstone Hornibrook 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 Baulderstone Hornibrook 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.
- 8.4(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.
- 8.4(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.
- 8.4(d) The union delegate or union official shall advise Baulderstone Hornibrook if they believe the information which has been provided by any sub-contractor is not correct.
- 8.4(e) Any dispute concerning non-compliance shall be resolved in accordance with the dispute settling procedures of this award.

9. Monitoring Committee

- 9.1 The Parties may establish a committee to monitor the implementation of this Award.
- 9.2 This Monitoring Committee if established will meet at the commencement of construction and then at monthly intervals or as required during construction on the Project.
- 9.3 The Monitoring Committee will consider ways in which the aims and objectives of this Award can be enhanced, which may include, but not be limited to discussion of:
- 9.3(a) developing more flexible ways of working;
- 9.3(b) enhancing occupational health and safety;
- 9.3(c) productivity plans, and
- 9.3(d) compliance with Award and other statutory requirements by employers.
- 9.4 If the principles of this Award are not being followed, the Committee will develop a plan in consultation with the Parties, to implement the intent of the Award.

10. Productivity Initiatives

10.1 Learning Initiatives

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

10.2 Inclement Weather

- 10.2(a) The Parties to this Award will collectively proceed towards the minimisation of lost time due to inclement weather.
- 10.2(b) Further, the Parties are bound to adopt the following principles with regard to inclement weather and idle time created by inclement weather:
- 10.2(b)(i) Adoption of a reasonable approach regarding what constitutes inclement weather;
 - 10.2(b)(ii) Employees shall accept transfer to an area or site not affected by inclement weather if, in the opinion of the Parties, useful work is available in that area or site and that work is within the scope of the Employee's skill, competence and training consistent with the relevant classification structures (provided that the Employer shall provide transport to such unaffected area where necessary);
 - 10.2(b)(iii) Where the initiatives described in (b) above are not possible, the use of non-productive time may be used for activities such as relevant and meaningful skill development; production/upgrade of skill modules; presentation and participation in learning; planning and reprogramming of the Project;
 - 10.2(b)(iv) All Parties are committed to an early resumption of work following any cessation of work due to inclement weather;
 - 10.2(b)(v) The Parties agree the practice of "one out, all out" will not occur.
- 10.3 Rostered Days Off
- 10.3(a) Subject to Clause 25 a procedure for the implementation of Rostered Days Off (RDOs) will be agreed on the Project. The purpose which is to:
- 10.3(a)(i) increase the quality of working life for Employees; and
 - 10.3(a)(ii) increase the productivity of the Project.
- 10.3(b) A roster of RDOs will be prepared, following consultation with the workforce and parties to this Award.
- 10.3(c) Records of each Employee's RDO accruals will be recorded on the employees pay slip and copies made available to the Employee, the Employee's delegate or union official upon request. It is acknowledged that different arrangements in relation to the banking of RDO's may apply to members of the CEPU.
- 10.3(d) Where practicable, Saturday work prior to the published industry RDO's will not be worked.
- 10.4 Maximising Working Time
- 10.4(a) The Parties agree that crib and lunch breaks may be staggered for Employees so that work does not cease during crib and lunch. There will be no unreasonable interruption of the comfort of employees having lunch with the amenities to be maintained in a clean and hygienic state at all times.
- 10.5 Hours of Work
- 10.5(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.

11. Immigration Compliance

- 11.1 The Parties are committed to compliance with Australian immigration laws so as to ensure maximum work opportunities for unemployed permanent residents and Australian citizens. Employers will be advised by Baulderstone Hornibrook of the importance of immigration compliance. Where there is concern that illegal immigrants are being engaged by an employer on the Project, Baulderstone Hornibrook will act decisively to ensure compliance.
- 11.2 Employers are required prior to employees commencing work on-site to check the legal right of employees to work. The authorization form attached to this Award as per Appendix B will assist in providing evidence of the employee's legal status.

12. Long Service Compliance

- 12.1 If applicable, and in accordance with the NSW Building and Construction Industry Long Service Leave Act, no Employee will be engaged on site unless he or she is a worker registered with the NSW Long Service Payments Corporation. All Employers (if applicable) engaged on site will be registered as employers in accordance with the NSW *Building and Construction Industry Long Service Payments Act 1986* and will strictly comply with their obligations.

13. No Extra Claims

- 13.1 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

- 14.1 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

- 15.1 This Award was negotiated by Unions NSW on behalf of the Unions and by Baulderstone Hornibrook 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 union to organize and recruit employees. The Parties to this award also acknowledge that good communication between the union official, the delegate and its members is an important mechanism in assisting the parties to resolve grievances and disputes in a timely fashion.

16.1 Visiting Union Officials

- 16.1(a) Where practicable, 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.
- 16.1(b) Union officials shall produce their right of entry permits, if required, and observe the relevant Building Awards, the Occupational Health and Safety Act and Regulations, and other statutory/legislative obligations for entry to the site.
- 16.1(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.

- 16.1(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 Project Manager by the Union.
- 16.1(e) Such inspections shall not take place unless there is a suspected breach of this Award, other appropriate Building Awards, Enterprise Agreements, the Industrial Relations Act 1996 (NSW), or other Statutory Employer requirements.

16.2 Workplace Delegates

Definition

In this clause the expression "delegate" means an employee who is the accredited representative of the Union at an employer's work place, and if there is more than one delegate in respect of the workforce of that employer then the expression "delegate" means each and every such delegate so accredited by the Union in relation to that employer's workforce.

16.2(a) Rights of the Delegate

- 16.2(a)(i) The parties acknowledge it is the sole right of the Union and its members to elect the delegate for each work site, who shall be recognised as the authorised representative of the Union at the site.
- 16.2(a)(ii) The delegate shall have the right to approach or be approached by any employee of the employer to discuss industrial matters with that employee during normal working hours.
- 16.2(a)(iii) The delegate shall have the right to communicate with members of the Union in relation to industrial matters without impediment by the employer. Without limiting the usual meaning of the expression "impediment", this provision applies to the following conduct by an employer:
- moving a delegate to a workplace or work situation which prevents or significantly impedes communication with members;
 - changing a delegate's shifts or rosters so that communication with workers is prevented or significantly impeded;
 - disrupting duly organised meetings.
- 16.2(a)(iv) The delegate shall be entitled to represent members in relation to industrial matters at the workplace, and without limiting the generality of that entitlement is entitled to be involved in representing members:
- at all stages in the negotiation and implementation of enterprise agreements or awards or other industrial instruments;
 - the introduction of new technology and other forms of workplace change;
 - Career path, reclassification, training issues; and to initiate discussions and negotiations on any other matters affecting the employment of members
 - Ensuring that workers on site are paid their correct wages, allowances and other lawful entitlements.
 - To check with relevant industry schemes so as to ensure that superannuation, long service leave and redundancy has been paid on time.

- 16.2(a)(v) In order to assist the delegate to effectively discharge his or her duties and responsibilities, the delegate shall be afforded the following rights:

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;

at least 10 days paid time off work to attend relevant and pre-agreed Union training courses/forums;

paid time off to attend meetings of delegates in the industry, as agreed by the parties.

- 16.2(a)(vi) The employer of a delegate shall provide to the delegate the following:

a lockable cabinet for the keeping of records;

a lockable notice board for the placement of Union notices at the discretion of the delegate;

where practicable, i.e. on large sites, a union office;

where a union office room is not practicable, access to a meeting room;

use of the telephone for legitimate union business;

from existing resources, and when required access to:-

a word-processor, typewriter, or secretarial support at the workplace;

personal computers (PC), CD ROM, E-mail and the Internet at the workplace;

a photocopier or facsimile machine.

- 16.2(a)(vii) There shall be no deduction to wages where the Union requires a delegate to attend any Court or Industrial Tribunal proceedings relating to Industrial matters at the workplace where prior agreement has been reached between the delegate and his/her manager regarding their attendance.

16.3 Union Membership

Properly accredited officials and workplace representatives of the union shall have the right to be provided with appropriate access to employees to promote the benefits of union membership.

To assist in this process the Employer shall:

- 16.3(a) If requested by the union and authorised by the employee, provide payroll deduction services for union fees. Such fees shall be remitted to the union on a monthly basis with enough information supplied to enable the union to carry out a reconciliation;

- 16.3(b) Supply all employees with a union application form at the same time as employees are provided with their taxation declaration form;

- 16.3(c) Provide the union with access to talk to new employees at induction training;

- 16.3(d) Ensure that all supervisors are trained in the provisions of the Project Award and the employer's policy on union membership.

17. Australian Content

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

18. Protective Clothing

- 18.1 Employers will provide their Employees engaged on site with legally produced Australian made protective clothing and footwear on the following basis:

18.1(a) Safety Footwear

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

18.1(b) Clothing

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

18.1(c) Jackets

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

- 18.2 In circumstances where any Employee(s) of Employers are transferred to the project from another Project where an issue of equivalent clothing was made, then such Employee shall not be entitled to an issue for this Project until the expiry of the calendar year or on a fair wear and tear basis.
- 18.3 Employees who receive from their Employer an issue and replacement of equivalent clothing and/or safety footwear as part of the Employer's policy or relevant industrial instrument shall not be entitled to the provisions of this clause
- 18.4 Employers will consult with Unions NSW to be provided with a list of Australian Manufacturers who do not use illegal or exploited labour in the manufacture of their work clothes.
- 18.5 Notwithstanding anything else contained in this clause all Transport Employees/Contractors will be supplied with Safety Footwear, 1 set of Clothing and 1 Jacket prior to the commencement of work at the site. However the Company does not need to supply the above if the said Employee/Contractor has been issued with the clothing by the Principal Contractor within the previous twelve (12) months and the Principal Contractor can substantiate that fact.

19. Workers Compensation and Insurance Cover

- 19.1 Employers must ensure that all persons that they engage to work on the project are covered by workers compensation insurance.

- 19.2 Baulderstone Hornibrook will audit Workers Compensation Certificates of Currency from each Employer engaged on site to ensure that the wages estimate and tariff declared for the type of work undertaken is correct. This information will be available to authorised Union officials on request.
- 19.3 Employers and their Employees must comply with the following steps to ensure expedited payment of workers compensation:
- 19.3(a) All Employees will report injuries to the project first aider and their supervisor at the earliest possible time after the injury.
- 19.3(b) All Employees will comply with the requirements for making a workers compensation claim, including the provision of a Workcover medical certificate, at the earliest possible time after the injury. This information will also be supplied to the project first aid officer, and the employee's supervisor.
- 19.3(c) In cases where the Employee is unable to comply with the above, the relevant employer will assist in fulfilling requirements for making a claim.
- 19.4 Employers must ensure that they are aware of and will abide by Sections 63 to 69 of the *Workplace Injury Management and Workers Compensation Act 1998*, which provide that:
- 19.4(a) The Employer shall keep a register of injuries /site accident book in a readily accessible place on site;
- 19.4(b) All Employees must enter in the register any injury received by the Employee. The Employer must be notified of all injuries on site immediately. The employer must notify the insurer within 48 hours of a significant injury;
- 19.4(c) An Employer who receives a claim for compensation, must within seven (7) days of receipt, forward the claim or documentation, to their insurer;
- 19.4(d) An Employer who receives a request from their insurer for further specified information must within seven (7) days after receipt of the request, furnish the insurer with the information as is in the possession of the Employer or reasonably obtained by the Employer;
- 19.4(e) An Employer who has received compensation money from an insurer shall forward such money to the person entitled to the compensation within three (3) working days;
- 19.5 Where there has been a serious incident and/or accident which has resulted in a serious injury or loss of life the employer shall notify the relevant union immediately
- 19.6 The Employer will also complete the relevant accident notification form and send it to WorkCover.

20. Apprentices

- 20.1 As part of the Project's commitment to industry training, a ratio of one apprentice/ trainee to every five tradespersons within each Employer's workforce is to be maintained.

21. Training and Workplace Reform

- 21.1 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

- 22.1 Baulderstone Hornibrook will guarantee 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

- 23.1 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.
- 23.2 This includes discrimination on the ground of race, sex, marital status, disability, homosexuality, transgender identity, responsibilities as a carer and age.
- 23.3 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Award, the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It will be consistent with fulfilment of these obligations for the parties to make application to vary any provision of the Award, which, by its terms of operation, has a direct or indirect discriminatory effect.
- 23.4 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an Employee because the Employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 23.5 Nothing in this clause is to be taken to affect:
- 23.5(a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - 23.5(b) offering or providing junior rates of pay to persons under 21 years of age;
 - 23.5(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*;
 - 23.5(d) a party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 23.6 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

- 24.1 Use of Sick Leave
- 24.1(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.
 - 24.1(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.
 - 24.1(c) The entitlement to use sick leave in accordance with this subclause is subject to:
 - 24.1(c)(i) the Employee being responsible for the care of the person concerned; and

24.1(c)(ii) the person concerned being:

a spouse of the Employee; or

a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or

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

a same sex partner who lives with the Employee as the de factor partner of that Employee on a bona fide domestic basis; or

a relative of the Employee who is a member of the same household, where for the purposes of this paragraph:

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

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

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

24.1(d) An Employee shall, wherever practicable, give the Employer prior notice 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

24.2(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 24.1(c)(ii) above who is ill.

24.3 Annual Leave

24.3(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.

24.3(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.

24.3(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

24.4(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.

- 24.4(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.
- 24.4(c) If, having elected to take time as leave in accordance 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.
- 24.4(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
- 24.5(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.
- 24.5(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.
- 24.6 Rostered days off
- 24.6(a) An Employee may elect, with the consent of the Employer, to take a rostered day off at any time.
- 24.6(b) An Employee may elect, with the consent of the Employer, to take rostered days off in part day amounts.
- 24.6(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.
- 24.6(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

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

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

SITE CALENDAR 2005

Saturday	January 1	New Year's Day
Sunday	January 2	
Monday	January 3	New Year's Day Public Holiday

Wednesday	January 26	Australia Day Public Holiday
Thursday	January 27	RDO
Friday	January 28	RDO
Saturday	January 29	
Sunday	January 30	
Friday	March 25	Good Friday Public Holiday
Saturday	March 26	
Sunday	March 27	Easter Sunday
Monday	March 28	Easter Monday Public Holiday
Tuesday	March 29	RDO
Friday	April 22	RDO
Saturday	April 23	
Sunday	April 24	
Monday	April 25	Anzac Day Public Holiday
Saturday	June 11	
Sunday	June 12	
Monday	June 13	Queen's Birthday Public Holiday
Tuesday	June 14	RDO
Saturday	October 1	
Sunday	October 2	
Monday	October 3	Labour Day Public Holiday
Tuesday	October 4	RDO
Saturday	December 3	
Sunday	December 4	
Monday	December 5	Union Picnic Day
Tuesday	December 6	RDO

25.2 Site Calendar 2006

The Parties shall agree to a Project Site Calendar for 2006 consistent with the industry calendar between the Parties. The site calendar shall follow the same principles as those established for the 2005 calendar.

26. Leave Reserved

The Union Parties to this Award shall have the right to make application to have the following provision or a provision with similar intent inserted into the Project Award.

"Notwithstanding subclause 8.4(a) if an employer is identified as paying his or her employees "all-in payments" then such payments shall be deemed to be the employees ordinary rate of pay for all purposes of this Project Award and other industrial instruments which apply to such employees for the duration of the project. In such circumstances, all employees of the employer working on the project shall obtain the benefit of the higher rate of pay plus the conditions of this Project Award."

ANNEXURE A (PARTIES)

Part 1

Employers:

Boulderstone Hornibrook

and any subcontractors engaged by it or by them to work on the Project.

Part 2

Unions:

Unions NSW

Construction Forestry Mining and Energy Union (New South Wales Branch)

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

Electrical Trades Union of Australia (NSW Branch)

Transport Workers Union (TWU)

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

ANNEXURE B

Authority to obtain details of work rights from DIMIA

Employee Details

(As specified in passport or other identify document)

Family Name: _____

Given Name(s): _____

Other Name(s) used (eg maiden name) _____

Date of Birth: _____

Nationality: _____

Passport Number: _____

Visa Number: _____

Visa Expiry Date: _____

I authorise the Department of Immigration and Multicultural Affairs (DIMA) to release the details of my work rights status (that is, my entitlement to work legally in Australia) to the employer/labour supplier named on this form.

I understand that these details are held by DIMA on departmental files and computer systems. I also understand that the employers/labour supplier will use this

Employer/Labour Supplier Details

Business Name: _____

Business Street Address _____

Type of Business _____

Name of Contact Person: _____

Telephone: _____

Fax: _____

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

information for the purpose of establishing my legal entitlement to work in Australia, and for no other purpose.

Please ensure that this number is correct.

Employee Signature: _____

The completed form should be faxed to
1800 505 550

Date: _____

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

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

Printed by the authority of the Industrial Registrar.
(229)

SERIAL C3394

PRINTING INDUSTRIES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 4543 of 2004)

Before Mr Deputy President Grayson

9 November 2004

REVIEWED AWARD

1. Delete the Arrangement of the award published 9 November 2001 (329 I.G. 391) and insert in lieu thereof the following:

PART A

Clause No	Subject Matter
1.	Definitions
2.	Anti-Discrimination
3.	Contract of Employment
4.	Termination of Employment
5.	Trade Union Training Leave
6.	Redundancy
7.	Rationing of Work Prohibited
8.	Casual Employees
9.	Part-time Workers
10.	Payment of Wages and Pay Day
11.	Hours of Work
12.	Shift Work
13.	Overtime
14.	Stand By For Work
15.	Call Back
16.	Employee Missing Usual Conveyance
17.	Meal Period

18. Holidays and Leave
19. Annual Leave
20. Sick Leave
21. Personal Carer's Leave
22. Bereavement Leave
23. Parental Leave
24. Long Service Leave
25. Jury Service
26. Accident Pay
27. Proof Reading
28. Gluing Machines
29. Restrictions on Taking Work Off Employer's Premises
30. Letting and Hiring of Premises or Plant
31. Letterpress and Lithographic Printing Conditions
32. Piece Work
33. Mixed Functions
34. Limitation of Employment of Juniors
35. Health Notices and Provisions
36. Protective Clothing and Changing Rooms
37. Employer to Provide Facilities
38. First Aid
39. Guillotine Machine Work
40. Bronzing or Dusting Off
41. Right of Entry
42. Union Delegate
43. Posting of Union Notices
44. Production
45. Exemption
46. Superannuation
47. Training Wage
48. Dispute Settlement Procedure
49. Area, Incidence and Duration

Schedule A - Machine Composition

Schedule B - vacant

Schedule C - Guidelines Maximum Plant

Capacity Utilisation/Continuous Machine Operation

Appendix A - Industries and Callings

PART B

MONETARY RATES

Table 1 - Wage Rates

Table 2 - Other Rates and Allowances

2. Delete clause 1, Definitions, and insert in lieu thereof the following:

1. Definitions

- (a) "Art and/or designing" (including commercial art) howsoever described:
 - (i) shall, subject to paragraph (ii) of this definition, mean and refer to the work of an employee employed in or in connection with design, sketching, drawing, tracing, aero graphing, keying, colouring, photographs, retouching of bromides, reproducing, writing (including ticket writing), lettering, illustrating, commercial art, or in copying art work or layouts, or in any way preparing art work or layouts for use or prospective use within the industry covered by this award; but

- (ii) shall not refer to the work of an employee employed in or in connection with any work on photographic negatives or positives (but not including bromides).
- (b) "Compositor" shall mean and refer to a tradesperson who performs the general trade skills of composition.
- (c) "Corrugated and Solid Fibreboard Containers"
 - (i) The provisions of this subclause apply only to the classifications set out in Part 3 of Schedule D of this award. Those classifications relate to the machinery and equipment described in the Corrugated Box Manufacturers Handbook, Third Edition, published by the S and S Corrugated Paper Machinery Company Inc. New York in November 1965, together with all other machinery, equipment and processes operating in the Corrugated and Solid Fibreboard Container Section of the Industry as at 1 July 1978.
 - (ii)
 - (1) A dispatcher is an employee in a finished goods despatch area whose duties include (but not being the labouring aspects only of such functions) receiving finished goods; assembling or collecting goods in store to satisfy orders, requisitions or schedules; checking goods before despatch for quantity, type or size; handing over goods to the person authorised to receive such goods. In addition, the employee may be required to keep appropriate records. There shall be at least one employee in each finished goods despatch area who is classified as a dispatcher.
 - (2) Any dispute as to whether an employee should be classified as a dispatcher shall be referred to the Industrial Committee.
 - (iii) "Forklift and/or grab truck and/or similar powered vehicles" shall exclude any vehicle where the operator is not required to ride on the vehicle in order to operate it.
 - (iv)
 - (1) "Machinist" means, without limiting the generality of that term, the person who, under the direction of the employer, is in charge of and responsible for the safety of those under the employee's control, the efficient operation, care and cleanliness of the equipment and its immediately surrounding areas, the behaviour of the crew (if any) and the setting up, maintenance of quality and output of the machine in accordance with the standards set by the employer.
 - (2) "Assistant machinist" means the person (who is second in charge of the machine) appointed by the employer to assist the machinist in the performance of any of the duties of the machinist as defined but who is not responsible for taking charge of the machine, unless so directed by the employer.
 - (3) "Any other employer on that machine" means an employee other than the machinist or assistant machinist who is assigned to the machine by the employer to perform work at the direction of the machinist.
 - (v) "Printing attachment" shall mean a simple printing device incapable of printing on its own but which, when attached to another machine, can perform a limited printing function.
 - (vi) "Printer-slotter" means a machine used for printing, slotting, scoring and/or slitting and includes printing machines (not being printing attachments) such as long way through printers and solid

fibreboard box makers such as the Swift or the Thrissel. A printer-slitter may have attachments for limited die cutting operations, for example, hand holes and ventilation holes.

- (vii) "Single facer machinist" means the person in charge of a single facer either operating in line with a double backer or as a separate unit, making single faced board.
- (viii) "Storeperson" is an employee in a store whose duties include receiving and/or storing away and/or issuing goods and materials used in connection with the manufacture of corrugated and/or solid fibreboard and/or goods made therefrom, not being the labouring aspects only of such functions; in addition, they may be required to keep appropriate records. There shall be at least one employee in each store who is classified as a storeperson.
- (d) "Day's work" shall mean work performed between the usual hours of commencing and finishing work on any day work, or shift work.
- (e) "Embossing" shall mean and include the making of an impression or impressions upon any surface by the use of male and female dies, whether or not ink, foil (whether of metal or otherwise), or any other colouring medium is being or has been applied to the surface upon which the impression is being or has been made.
- (f) "Flexible Packaging Printing"
 - (i) "Flexible packaging printing" shall mean and refer to the printing of flexible packaging materials using the flexographic and/or gravure printing process and may include the moulding and mounting of printing plates for flexible packaging printing.
 - (ii) "Flexible packaging materials" shall mean and refer to packaging materials made of paper, paperboard, film (cellulose and the like), plastics, foil and similar materials and combinations thereof being sufficiently flexible for reel feeding through printing, forming or converting machinery.
 - (iii) "Flexographic printing" shall mean and refer to a method of rotary letterpress printing for flexible packaging which employs rubber or other types of flexible plates and rapid drying fluid inks.
 - (iv) "Gravure printing" shall mean and refer to a process of printing, for flexible packaging, from a recessed surface, the opposite of letterpress printing, in that the design areas are recessed into the place instead of being in relief.
 - (v) "Printing machinist (flexible packaging printing)" shall mean and refer to a person required to exercise general trade skills and who is engaged in the printing of flexible packaging materials using the flexographic and/or gravure printing process but shall not refer to a person covered by any classification described in Table 1 - Wage Rates, of Part B, Monetary Rates.
- (g) Graphic Reproduction
 - (i) "Cylinder preparer" shall mean and refer to a person employed as a cylinder preparer in any or all of the following group of operations: depositing, grinding, coating, carbon printing, etching and proofing.
 - (ii) "Dot etching and retouching" shall mean and refer to the following group of operations or any of them: aerographing, tracing, stripping, opaquing, staging, dot reducing, retouching, colour correcting negatives and/or positives, and all things incidental thereto.
 - (iii) "Image preparer" shall mean and refer to a person employed as an image preparer in any or all of the following group of operations: graphic camera operating, transparency duplication, scanner copy preparation, electronic scanning, masking, step and repeat, dot etching, retouching, planning and proofing.

- (iv) "Lithography and lithographic", without limiting the meaning of such words, shall mean and refer to the lithographic processes known as photo-lithography, photo-lithographic, lithographic, offset, photo offset, offset, lithography, offset printing, metalithography, metalography, planeography, chromolithography, and dry lithography.
- (v) "Plate preparer" shall mean and refer to a person employed as a plate preparer in any or all of the following group of operations: photo imposing, platemaking, planning, stripping, opaquing, step and repeat, plate etching, finishing, proofing, photopolymer plate production, laser platemaking techniques and duplicate plate production.
- (h) "Hourly rate of time worker's hourly rate" shall mean the weekly wage prescribed by this award for the work performed divided by the number of hours, which constitute the employee's ordinary working week. In the event of an employee being employed on shift work, the penalty payable for work at such hours shall be part of the weekly wage of that employee.
- (i) "Industrial Committee" means the Printing Industry Compositors, Cardboard Box Makers (Cumberland and Newcastle) Industrial Committee.
- (j) "Non-apprenticed junior" shall mean and refer to:
- (i) An employee of 18 years of age or over who is employed in a non-apprenticeship occupation specified in Table 1 - Wage Rates, of Part B, Monetary Rates, and who is receiving the adult wage for that occupation.
- (ii) Any employee who has completed their apprenticeship but has not attained the age of 21 years shall be defined as an adult.
- (iii) A non-apprenticed junior who has not attained the age of 21 years who is employed as a keyboard operator/assembler as specified in the said Table 1 shall be defined as an adult.
- (k) "Non-impact printing machine" shall mean and refer to:
- (i) Non-impact printing machines used in or in connection with the commercial printing industry but not including non-impact printing machines used solely for photocopying or facsimile transmission; and
- (ii) Non-impact printing machines which employ non-impact printing technology in applying images to paper and/or other surfaces and includes (either singularly or in combination) but is not limited to: lasography, inkjet and ink bubble, ion deposition, thermal transfer, xerography, magnetography, cathode ray tube projection, light emitting diode, liquid crystal display; and
- (iii) Non-impact printing machines called electronic printing machines or laser printing machines, which use one or more of the above processes. Major manufacturers of this type of equipment include, but are not limited to Canon, Hewlett Packard, Siemens, Rank-Zerox and IBM.
- (l) "Printing Machining"
- (i)
- (1) "Printing machinist" shall mean and refer to a person employed as a printing machinist.
- (2) A printing machinist may be employed on machines in either:
- (A) letterpress and/or lithographic printing; or
- (B) flexible packaging (flexographic and/or gravure) printing and/or gravure printing.

- (3) A printing machinist may be transferred from operating letterpress and/or lithographic printing machines to operating flexible packaging printing (flexographic and/or gravure) machines and/or gravure printing machines and vice versa.
- (ii) "Gravure printing" shall mean and refer to printing from a recessed surface; the opposite of letterpress printing, in that the design areas are recessed into the plate instead of being in relief, and shall include photogravure, rotogravure, colour-gravure and gravure printing however designated.
- (iii) "Letterpress printing" shall mean and refer to printing by direct or offset printing processes from electrotypes, stereotypes-engraved blocks, type, or any other form of printing from a relief surface, and shall include printing by multigraph, writer press, roneotype, or similar machines printing from type, stereos, electros, zincos, photo-engraving or the like, but shall not apply to printing which is done wholly by ribbon process using a stencil of waxed paper or prepared tissue paper.
- (iv) "Lithographic printing" shall mean and refer to planeographic printing by direct or offset printing processes from surfaces or stone, rubber, metal, or other material on paper, tin or other material, and shall include printing by Multilith, Rotaprint, or any similar type of printing machine, but shall not apply to printing which is done wholly by ribbon process using a stencil of waxed paper or prepared tissue paper.
- (m) "Packer and/or dispatchers" shall mean employees engaged in the despatch of goods and whose duties include (but not being the labouring aspects only of such functions): receiving goods, assembling, packing or collecting goods to satisfy orders, requisition of schedules, checking goods before despatch for quantity, type or size, handing over goods to the person authorised to receive such goods. In addition, they may be required to keep appropriate records. A packer and/or dispatcher shall not include an employee who merely takes off goods and/or materials from a machine, table or conveyor and/or wraps those goods and/or places them in containers and/or cartons and/or other receptacles but does not despatch them. Any dispute as to whether an employee should be classified as a packer and/or dispatcher shall be referred to the Industrial Committee for determination.
- (n) "Screen printing" shall mean the process of printing or reproducing through a metallic mesh screen or a screen made of silk or other material; the preparation of copy including screen art and/or designing and/or the making therefore of all classes of stencils.
- (o) "Small Offset Lithographic Printing Machine" shall mean and refer to small offset lithographic printing machines known by the trade names "A B Dick", "Gestelith", "Hamada", "MGD 22", "Multilith", "Romayor" and "Rotaprint" (and any other similar kind of machine) having a sheet size the longest side of which is less than 620 millimetres (24.5 inches) with the shortest side not exceeding 450 millimetres (18 inches) and with the printing mechanism driven by a motor which is specified by the manufacture as not exceeding 1.1 kilowatt power (1.5 horsepower).
- Provided that nothing herein shall be construed to include the printing machines known by the trade name "Davidson Dualith" or letterpress printing machines of any description.
- (n) "Stamping" shall mean and include the making of an impression or impressions upon any surface by the use of a blocking die or blocking dies and using ink, foil (whether of metal or otherwise), or any other colouring medium on the surface upon which the impression is being or has been made.
- (o) "Union" shall mean and refer to Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union.
- (p) "Work room" shall mean and include every room or place where work in respect of which a wage is prescribed by this award is usually performed by employees.

3. Delete the word "hereof" appearing in subclause (e) of clause 4, Termination of Employment, and subclause (a) of clause 5, Trade Union Training Leave.
4. Delete the words "by Industrial" appearing in paragraph (f)(iii) of the said clause 4.
5. Delete subclauses (a), (b) and (c) of clause 9, Part-time Workers, and insert in lieu thereof the following:
 - (a) They shall be part-time workers employed pursuant to subclause (a) of clause 3, Contract of Employment, of this award.
 - (b) Part-time employees shall be worked on any of the days or all of the days of the week, Monday to Friday. If a part-time employee works in excess of their agreed hours, they shall be paid as overtime.
 - (c) If part-time workers, they shall be paid for each hour worked at the hourly rate prescribed by this award for a full-time employee for the class of work performed by them. No employee is to be paid less than the minimum weekly wage prescribed by this award as is proportionate to the time worked by them as specified in this clause.
6. Delete subclause (a) of clause 10, Payment of Wages and Pay Day, and insert in lieu thereof the following:
 - (a) Employees shall be paid their wages on any weekday in each week and such wages, including payment for any absences authorised by this award, shall be paid not later than two clear days after the end of the pay week in respect of which they have become due; provided that overtime worked within one day of the end of a pay period may be paid to the employee in the next pay week.
7. Delete the word "male" appearing in paragraph (a)(iii) of clause 11, Hours of Work.
8. Delete subclause (a) of clause 12, Shift Work, and insert in lieu thereof the following:
 - (a) Definitions
For the purposes of this clause:
"Afternoon Shift" means any shift finishing after 6:00 p.m. and at or before midnight;
"Continuous Shift Work" means work carried on with consecutive shifts of employees throughout the 24 hours of each of not more than five consecutive days, Monday to Friday, inclusive, without interruption except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the employer.
"Morning Shift" means any shift commencing at or after 5:00 a.m. and prior to 7:00 a.m. but nothing in this definition shall cause an employee working in accordance with the provisions of paragraph (iii) of subclause (a) of clause 11, Hours of Work, to be deemed to be working on morning shift.
"Night Shift" means -
 - (i) any shift finishing subsequent to midnight and at or before 6:00 a.m. for non-continuous shift workers; and
 - (ii) any shift finishing subsequent to midnight and at or before 8:00 a.m. for continuous shift workers.
9. Delete the word "therefor" appearing in the heading of subclause (b) of clause 13, Overtime.

10. Delete the words "the said" appearing in paragraph (f) (iii) of the said clause 13.
11. Delete paragraph (g)(iii) of the said clause 13 and insert in lieu thereof the following:
 - (iii) The employer shall endeavour to pay meal money prior to the commencement of the meal period in respect of which such money is payable.
12. Delete the words "Eight Hour (or Labour)" appearing in paragraph (b)(i) of clause 18, Holidays and Leave, and insert in lieu thereof the following:

Labour
13. Delete the words "as aforesaid" appearing in subparagraph (b)(i)(3) of the said clause 18.
14. Renumber paragraphs (h)(iv) and (h)(v) of the said clause 18 to read as paragraphs (h)(i) and (h)(ii).
15. Delete paragraph (a)(iv) of clause 19, Annual Leave, and insert in lieu thereof the following:
 - (iv) Where an employee is a shift worker and would have received a shift allowance as prescribed by clause 12, Shift Work, had they not been on annual leave during the relevant period, then that shift allowance shall be added to the rate of wage prescribed by paragraph (ii) of this subclause in lieu of the 17.5 per cent loading prescribed by paragraph (iii) of this subclause.
16. Delete the introductory paragraph of paragraph (a)(xii) of the said clause 19 and insert in lieu thereof the following:
 - (xii) Where, as provided in paragraph (xi) of this subclause, the period of an employee's annual leave is extended by a holiday or holidays and the employees are absent from their employment without reasonable excuse or without the consent of the employer -
17. Delete the word "his" appearing in paragraph (b)(i) of the said clause 19 and insert in lieu thereof the following:

the employee's
18. Delete the word "thereof" appearing in subclause (c) of the said clause 19 and insert in lieu thereof the following:

of the plant
19. Delete the word "has" appearing in paragraph (c)(ii) of the said clause 19 and insert in lieu thereof the following:

have
20. Delete paragraph (d)(iv) of the said clause 19 and insert in lieu thereof the following:
 - (iv) The leave provided in this clause is in addition to the holidays provided for by clause 18, Holidays and Leave, of this award.
21. Delete the word "herein" appearing in subclause (a) of clause 20, Sick Leave, and insert in lieu thereof the following:

in this clause
22. Delete the word "hereto" appearing in subclause (c) of the said clause 20 and insert in lieu thereof the following:

to this clause

23. Delete subclause (e) of clause 22, Bereavement Leave, and insert in lieu thereof the following:

(e) Bereavement leave may be taken in conjunction with other leave available under subclauses (b), (c), (d) and (e) of clause 21. In determining such a request, the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

24. Delete the words "hereunder shall bear the respective definitions set out herein" appearing in subclause (a) of clause 26, Accident Pay, and insert in lieu thereof the following:

in this clause shall bear the respective definitions

25. Delete subparagraph (b)(i)(3) of the said clause 26 and insert in lieu thereof the following:

(3) the period specified in subclause (c) of this clause.

26. Delete the word "tradesman's" appearing in clause 28, Gluing Machines, and insert in lieu thereof the following:

tradesperson's

27. Delete paragraph (c)(ii) of clause 32, Piece Work, and insert in lieu thereof the following:

(ii) Schedule "A" is incorporated in this award.

28. Delete the word "prescribed" appearing in subparagraph (d)(ii)(2) of the said clause 32.

29. Delete the words "stipulated herein" appearing in subclause (f) of the said clause 32.

30. Delete the word "herein" appearing in subclause (o) of the said clause 32.

31. Delete the words "the foregoing paragraph" appearing in paragraph (q)(ii) of the said clause 32 and insert in lieu thereof the following:

paragraph (i) of this subclause

32. Delete the reference to paragraph (1) of subclause (c) of clause 1, Definitions, in paragraph (g)(iii) of clause 34, Limitation of Employment of Juniors, and insert in lieu thereof the following:

paragraph (a)(1) of clause 1, Definitions

33. Delete subclause (c) of clause 37, Employer to Provide Facilities, and insert in lieu thereof the following:

(c) Washing Facilities

The employer shall provide separate suitable washing places for male and female employees and shall install a sufficient number of wash basins or troughs supplied with hot and cold running water.

34. Delete the words "for females" appearing in paragraph (d)(ii) of the said clause 37.

35. Delete paragraph (b)(iii) of clause 38, First Aid, and insert in lieu thereof the following:

(iii) A factory first-aid attendant appointed under this clause shall be paid an amount set in Item 5 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, per week in addition to any other money to which the employee is entitled under this award.

36. Delete clause 40, Platen Machines Used for Carton Cutting, and renumber the following clauses accordingly.
37. Delete the third last paragraph of clause 49, Area, Incidence and Duration, and insert in lieu thereof the following:

The changes made to the award pursuant to the Award Review under section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 9 November 2004.

J. P. GRAYSON *D.P.*

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(585)

SERIAL C3416

CLUB INDUSTRY (VARIETY ARTISTS) (STATE) AWARD 2001

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 4678 of 2004)

Before Mr Deputy President Sams

25 November 2004

REVIEWED AWARD

1. Delete clause 4, Area, Incidence and Duration, of the award published 14 September 2001 (327 I.G. 768) and insert in lieu thereof the following:
 - (a) This award shall apply to all artists of the classifications mentioned in clause 10, Rates of Pay, engaged on a casual basis for work in registered and licensed clubs in the state of New South Wales, excluding:
 - (i) The Count of Yancowinna;
 - (ii) Artists engaged on a weekly basis in accordance with the provision of the Actors (Theatrical) (State) Award published on 2 November 2001 (329 I.G. 370) and also excluding:
 - (iii) Bingo and Assistant Bingo callers engaged in a club with 25 or less operating poker machines in locations beyond the following radii:
 - (a) 75 kilometres of GPO Sydney, or Newcastle or Wollongong;
 - (b) 40 kilometres of the main post office of Tweed Heads.

- (b) This award is made following a review under section 19 of the *Industrial Relations Act* 1996 and rescinds and replaces the Club Industry (Variety Artists) (State) 1997 Award published 26 June 1998 (305 I.G. 564) and all variations thereof.
 - (c) The award published 26 June 1998 took effect from the beginning of the first pay period commencing on or after 8 October 1997 and the variations thereof incorporated herein on the dates set out in the attached Schedule C.
 - (d) The changes made to the award pursuant to the Award Review under section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 25 November 2004.
 - (e) This award remains in force until varied or rescinded, the period for which it was made having already expired.
2. Delete subclause (a) of clause 5, Enterprise Flexibility Provisions, and renumber the following clauses accordingly.
 3. Delete subclause (g) of clause 10, Rates of Pay, and insert in lieu thereof the following:
 - (g) The rates of pay in this award include the adjustments payable under the State Wage Case of 2003. These adjustments may be offset against:
 - (i) any equivalent over-award payments; and/or
 - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.
 4. Insert after subclause (e) of clause 17, Overtime, the following new subclause:
17(f)
 - (i) Subject to paragraph (ii) of this subclause, an employer may require an employee to work reasonable overtime at overtime rates.
 - (ii) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
 - (iii) For the purposes of paragraph (ii) of this subclause, what is unreasonable or otherwise will be determined having regard to:
 - (a) any risk to employee health and safety;
 - (b) the employee's personal circumstances, including any family and carer responsibilities;
 - (c) the needs of the workplace or enterprise;
 - (d) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - (e) any other relevant matter.
 5. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

PART B

Date of Operation: From the first full pay period to commence on or after 23 November 2004.

Table 1 - Wages

Classification	Former Rate per Performance \$	SWC 2003 \$	Minimum Performance Rate 23/11/2004 \$
Performer	112.32	1.18	113.50
Ballet or Chorus	104.32	1.18	105.50
Bingo Caller - Supplying equipment	135.32	1.18	136.50
Not supplying equipment	112.32	1.18	113.50
Assistant Bingo Caller	81.32	1.18	82.50
Disc Jockey - Supplying equipment	157.27	1.18	158.45
Not supplying equipment	112.32	1.18	113.50
Rehearsal rate per hour	27.22	1.18	28.40
Non-performance Duties Loading - Loading per performance	34.40	3.2%	35.50
Nude or Semi-nude Performance Allowance - Allowance per performance	17.20	3.2%	17.75
Character Costume Allowance - Per performance	17.20	3.2%	17.75

Table 2 - Other Rates and Allowances

Brief Description	Current rates (varied 21/11/01) \$	Rates 23/11/2004 \$
Meal Allowance	13.86	17.70
Travelling allowance for venue in excess of 50km but less than 100 km from G.P.O	0.63 per km	0.75
Allowance in lieu of accommodation	84.62 per night	105.00

P. J. SAMS *D.P.*

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(1413)

SERIAL C3347

**CHUBB SECURITY SERVICES CASH PROCESSING AND CLERICAL
AND ADMINISTRATIVE EMPLOYEES AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 4547 of 2004)

Before Mr Deputy President Grayson

8 November 2004

REVIEWED AWARD

1. Insert after clause 14, Overtime and Meal Allowance, of clause 1, Arrangement, of the award published 22 February 2002 (331 I.G. 518) the following new clause:

14A. Reasonable Overtime

2. Delete the definition of "Union" in clause 3, Definitions, and insert in lieu thereof the following:

"Union" shall mean the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union

3. Insert after clause 14, Overtime and Meal Allowance, the following new clause:

14A. Reasonable Overtime

- (i) Subject to subclause (ii) of this clause, an employer may require an employee to work reasonable overtime at overtime rates.

- (ii) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
 - (iii) For the purposes of subclause (ii) hereof, what is unreasonable or otherwise will be determined having regard to:
 - (a) Any risk to employee health and safety;
 - (b) The employee's personal circumstances, including any family and carer responsibilities;
 - (c) The needs of the workplace or enterprise;
 - (d) The notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - (e) Any other relevant matter.
4. Delete subclause (ii) of clause 29, Bereavement Leave, and insert in lieu thereof the following:
- (ii) The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will, if required by the employer, provide to the satisfaction of the employer proof of death.
5. The changes made to the award pursuant to the Award Review under section 19 (6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of the New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 8 November 2004.

J. P. GRAYSON *D.P.*

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(975)

SERIAL C3383

INCITEC LTD NSW MANUFACTURING AWARD 1994

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 4617 of 2004)

Before Mr Deputy President Sams

10 November 2004

REVIEWED AWARD

1. Insert after subclause (v), of clause 7, Wages, of the award published 14 June 2002 (334 I.G. 371), the following new subclause:

(vi)

- (a) Subject to paragraph (b) an employer may require an employee to work reasonable overtime at overtime rates.
- (b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
- (c) For the purposes of paragraph (b) what is reasonable or other wise 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.
2. Delete subclause (i), of clause 18, Workers' Compensation, and insert in lieu thereof the following:
- (i) Workers' compensation shall be in accordance with the *Workers' Compensation Act 1987* and *Workplace Injury Management and Workers' Compensation Act 1988*.
3. Delete subclauses (c), and (e), of clause 22, Area, Incidence and Duration, and insert in lieu thereof the following:
- (c) 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 the New South Wales on 18 December 1998 (308 IG 307) take effect on and from 10 November 2004.
 - (e) This award replaces in total the following state awards in relation to employees employed under this award:
 - (1) Chemical Workers (State) Award published 11 May 2001 (324 I.G. 688).
 - (2) Metal, Engineering and Associated Industries (State) Award published 8 June 2001 (325 I.G. 209) as varied.
 - (3) Electricians (State) Award published 29 June 2001 (325 I.G. 808) as varied.

This award shall apply to employees engaged at the Incitec Limited Kooragang Island and Cockle Creek works who are members of, or eligible to be members of, the following unions:

The Australian Workers' Union, New South Wales Branch;

Automotive, Food, Metals, Engineering, Printing & Kindred Industries Union, New South Wales Branch;

Electrical Trades Union of Australia, New South Wales Branch;

P. J. SAMS *D.P.*

(1593)

SERIAL C3392

**PFD FOOD SERVICES (QLD) PTY LTD SALES AND DISTRIBUTION
EMPLOYEES ENTERPRISE AWARD 2001**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 4675 of 2004)

Before Mr Deputy President Sams

15 November 2004

REVIEWED AWARD

1. Delete the reference to the Federated Clerks Union of Australia in clause 2, Parties, and subclause (vi) of clause 5, Definitions, of the award published 25 January 2002 (330 I.G. 1182) and insert in lieu thereof the following:

New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union

2. Insert after subclause (viii) of clause 13, Overtime, the following new subclause:

(ix) Reasonable Overtime

- (a) Subject to paragraph (b) of this subclause, an employee may refuse to work reasonable overtime.
- (b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
- (c) For the purposes of paragraph (b) of this subclause, what is unreasonable or otherwise will be determined having regard to:

- (1) Any risk to employee health and safety;
 - (2) The employee's personal circumstances including any family and carer responsibilities;
 - (3) The needs of the workplace or enterprise;
 - (4) The notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - (5) Any other relevant matter.
3. Delete the reference to Norco in subclause (f) of clause 27, Trade Union Training Leave, and insert in lieu thereof the following:
- The Company
4. Insert after subclause (c) of clause 36, Term of the Award, the following new subclause:
- (d) The changes made to the award pursuant to the Award Review under section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 15 November 2004.

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

P. J. SAMS *D.P.*

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(1591)

SERIAL C3393

**THE AUSTRALIAN WORKERS UNION WORKFORCE
INTERNATIONAL PTY LTD (EVENTS) (STATE) AWARD 2001**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 4660 of 2004)

Before Mr Deputy President Sams

15 November 2004

REVIEWED AWARD

1. Delete clause 15, Superannuation, of the award published 25 January 2002 (330 I.G. 1226) and insert in lieu thereof the following:

15. Superannuation

The employer shall contribute superannuation in accordance with the relevant legislation.

2. The changes made to the award pursuant to the Award Review under section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 15 November 2004.

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

P. J. SAMS *D.P.*

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(953)

SERIAL C3402

**HUNTER GROUP TRAINING (BUILDING APPRENTICES AND
TRAINEES) CONSENT AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 4621 of 2004)

Before Mr Deputy President Sams

17 November 2004

REVIEWED AWARD

1. Delete clause 1, Arrangement, of the award published 26 April 2002 (332 I.G. 1396) and insert in lieu thereof the following:

1. Arrangement

Clause No.	Subject Matter
1.	Arrangement
2.	Application of Apprenticeship/Traineeship Awards and Industry Awards
3.	Contract of Apprenticeship
4.	Hours of Work
5.	Individual Performance and Counselling Procedures
6.	Disciplinary Code and Suspension Procedure
7.	General Dispute Settlement Procedure
8.	Jury Service
9.	Blood Donor Leave
10.	Sick Leave

11. Workers' Compensation and Rehabilitation
12. Family, Parental and Bereavement Leave
13. Special Leave
14. Personal/Carer's Leave
15. Union Membership
16. Occupational Health and Safety
17. Amenities
18. Superannuation
19. Award Information
20. Anti-Discrimination
21. Area Incidence and Duration
22. Signatory Page

Appendix 1 - Apprentice/Trainee Information Booklet

2. Delete the first paragraph of clause 3, Contract of Apprenticeship, and insert in lieu thereof the following:

The contract of apprenticeship shall be in accordance with the provisions of the *Industrial Relations Act 1996* and the *Apprenticeship and Traineeship Act 2001*, and shall follow all conditions and covenants set out in the Training Contract.

3. Delete the words "an indenture period" in subclause (G) of the said clause 3 and insert in lieu thereof the following:

the Training Contract

4. Delete the references to Appendix 2 - Indenture of Apprenticeship - Conditions and Covenants in paragraph (a)(ii) clause 6, Disciplinary Code and Suspension Procedure, and clause 13, Special Leave, and insert in lieu thereof the following:

the Training Contract

5. Delete subclause (d) of the said clause 6 and insert in lieu thereof the following:

- (d) HGT may apply, pursuant to the Commissioner for Vocational Training under the *Apprenticeship and Traineeship Act 2001* for cancellation of the Training Contract where it is considered good cause to do so exists.

6. Delete the words "indenture of any apprentice bound to the company" in subclause (d) of clause 7, General Dispute Settlement Procedure, and insert in lieu thereof the following:

Training Contract

7. Delete subclause (b) of clause 11, Workers' Compensation and Rehabilitation, and insert in lieu thereof the following:

- (b) Rehabilitation

(1) HGT is committed to:

- (a) Providing a healthy and safe working environment and preventing accidents.
- (b) Ensuring that the rehabilitation process is started, as soon as possible after injury, in a manner consistent with medical judgment.

- (c) Ensuring that returns to work as soon as possible after an injury is a normal practice and expectation.
 - (d) Providing alternative or appropriate duties for an injured person as an important part of rehabilitation.
 - (e) Consulting with employees, or their representatives, to ensure that rehabilitation programs operate effectively.
 - (f) Ensuring that no injured worker will be in any way disadvantaged whilst undertaking rehabilitation.
- (2) A rehabilitation co-ordinator for HGT will be nominated to implement rehabilitation and return to work plans.
8. Delete the reference to the *Occupational Health and Safety Act 1983* in clause 16, Occupational Health and Safety, and insert in lieu thereof the following:
- Occupational Health and Safety Act 2000*
9. Delete the refer to Appendix 3 in clause 19, Award Information, and insert in lieu thereof the following:
- Appendix 1
10. Delete the references to Hunter Group Training Limited in the first paragraph of clause 21, Area, Incidence and Duration, clause 22, Signatory Page, and subclause (b) of Appendix 1 - Apprentice/Trainee Information Booklet, and insert in lieu thereof the following:
- HGT Australia Limited
11. Delete the eighth paragraph of clause 21, Area, Incidence and Duration, and insert in lieu thereof the following:
- The changes made to the award pursuant to the Award Review under section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 17 November 2004.
12. Delete Appendix 1 - Occupational Rehabilitation Policy and Program, and Appendix 2 - Indenture of Apprenticeship - Conditions and Covenants, and renumber Appendix 3 - Apprentice/Trainee Information Booklet to read as Appendix 1.

P. J. SAMS *D.P.*

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(036)

SERIAL C3330

BISCUIT & CAKE MAKERS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 4640 of 2004)

Before Mr Deputy President Sams

1 November 2004

REVIEWED AWARD

1. Delete clause 12, Limitation of Weights, of the award published 15 February 2002 (331 I.G. 254), and insert in lieu thereof the following:

12. Limitation Of Weights

See Manual Handling, of the Occupational Health and Safety Regulation 2001

2. Delete clause 16, Right of Entry, and insert in lieu thereof the following:

16. Right Of Entry And Inspection

See Chapter 5, Part 7 of the *Industrial Relations Act*, 1996 and Division 2 and 3, Part 5 of the *Occupational Health and Safety Act* 2000.

3. Delete clause 24, Rest and/or Casualty Room, and insert in lieu thereof the following:

24. Rest and/Or Casualty Room

Employers shall provide separate rest and/or casualty rooms for male and female employees properly furnished and fully equipped in accordance with the Occupational Health and Safety Regulation 2001.

4. Delete clause 25, Accommodation, Locker, Washing Facilities, and insert in lieu thereof the following:

25. Accommodation, Locker, Washing Facilities

See the Occupational Health and Safety Regulation 2001

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

26. Area Incidence and Duration

- (a) This award shall apply to all persons engaged or employed within the jurisdiction of Clause 1 of the Biscuit, Cake Makers and Pastry Cooks &c. (State) Industrial Committee.
- (b) This award was published on 30 April 1999 (309 IG 157) and took effect from the first full pay period commencing on 27 April 1998.
- (c) 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 1 November 2004
- (d) This award remains in force until varied or rescinded, the period for which it was made having already expired on 26 April 1999.
6. Delete Schedule B - Changes made on Review.

P. J. SAMS *D.P.*

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(1460)

SERIAL C3328

**SYDNEY ENTERTAINMENT CENTRE FOOD, BEVERAGE AND BAR
SERVICE (CASUAL EMPLOYEES) ENTERPRISE AWARD 1998**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1698 of 2004)

Before Mr Deputy President Sams

1 November 2004

REVIEWED AWARD

1. Delete the title of the Award published 31 March 2000 (314 I.G. 683) and insert in lieu thereof the following:

**SYDNEY ENTERTAINMENT CENTRE FOOD, BEVERAGE AND BAR
SERVICE (CASUAL EMPLOYEES) ENTERPRISE AWARD 2004**

2. Delete clause 1, Title, and insert in lieu thereof the following:

1.0 Title

This Award shall be known as the Sydney Entertainment Centre Food, Beverage and Bar Service (Casual Employees) Enterprise Award 2004.

3. Delete clause 5, Term of the Award, and insert in lieu thereof the following:

5. Term of the Award

- 5.1 This Award shall take effect on and from 9 December 1998. It shall remain in force until 6 June 2001.
- 5.2 This Award was reviewed and shall take effect on 1 November 2004 in accordance with section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 18 December 1998 (308 I.G. 307).
- 5.3 This Award remains in force until varied or rescinded, the period for which it was made having already expired.
4. Insert after paragraph 6.3.2 of clause 6, Classification, the following new paragraph:
- 6.3.3 "Storeperson" - a person engaged in the receiving, storing and distribution of goods but not involved in the control of a store or cellar.
5. Renumber paragraph 6.3.3 of the said clause 6 to read as 6.3.4.
6. Delete subclause 8.1 of clause 8, Laundry and Uniform Allowance, and insert in lieu thereof the following:
- 8.1 A laundry/uniform allowance as set out in Item 1 of Table 2 - Allowances, of Part B, Monetary Rates and Allowances, shall be paid to all employees covered by this Award.
7. Delete subclause 8.3 of the said clause 8 and insert in lieu thereof the following:
- 8.3 Employees may be required to wear distinctive clothing which shall be provided by the Company. A deposit as set out in Item 2 of the said Table 2 is payable for the supply of a distinctive shirt which is refunded when the shirt is returned.
8. Delete subclauses 8.4 and 8.5 of the said clause 8.
9. Delete clause 12, Superannuation, and insert in lieu thereof the following:

12. Superannuation

- 12.1 All superannuation contributions shall be paid into the Superannuation Trust of Australia (STA) and such contributions will be in accordance with arrangements in place immediately prior to the making of this Award.
10. Delete subclause 14.4 of clause 14, Other Conditions, and insert in lieu thereof the following:
- 14.4 No employee shall suffer a reduction as a result of the making of this Award.
11. Delete Tables 1, 2 and 3 and insert in lieu thereof the following:

PART B

MONETARY RATES AND ALLOWANCES

Table 1 - Wage Rates

Classification	Monday to Friday	Saturday	Sunday	Public Holiday
Trainee	14.98	18.72	22.47	37.44
Food and Beverage Attendant	15.51	19.39	23.27	39.79

Cashier	15.51	19.39	23.27	39.79
Storeperson	16.32	20.40	24.48	40.81
Supervisor	19.28	26.11	31.34	52.23

Table 2 - Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	8.1	Laundry/Uniform Allowance	2.90 per engagement
2	8.3	Refundable deposit for supply of distinctive shirt when shirt is returned	20.00

P. J. SAMS *D.P.*

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Key to Abbreviations Used:

<i>(ACC)</i>	—	<i>Award of Conciliation Commissioner/Committee.</i>
<i>(AIC)</i>	—	<i>Award of Industrial Commission.</i>
<i>(AIRC)</i>	—	<i>Award of Industrial Relations Commission.</i>
<i>(AR)</i>	—	<i>Award Reprint (Consolidation).</i>
<i>(ART)</i>	—	<i>Award of Retail Trade Industrial Tribunal.</i>
<i>(CD)</i>	—	<i>Contract Determination.</i>
<i>(ERR)</i>	—	<i>Erratum.</i>
<i>(OCC)</i>	—	<i>Order of Conciliation Commissioner.</i>
<i>(OIC)</i>	—	<i>Order of Industrial Commission.</i>
<i>(OIRC)</i>	—	<i>Order of Industrial Relations Commission.</i>
<i>(OIR)</i>	—	<i>Order of Industrial Registrar.</i>
<i>(RIRC)</i>	—	<i>Reviewed Award.</i>
<i>(RVIRC)</i>	—	<i>Variation - Reviewed Award.</i>
<i>(VCC)</i>	—	<i>Variation by Conciliation Commissioner/Committee.</i>
<i>(VCD)</i>	—	<i>Variation of Contract Determination.</i>
<i>(VIC)</i>	—	<i>Variation by Industrial Commission.</i>
<i>(VIR)</i>	—	<i>Variation by Industrial Registrar.</i>
<i>(VIRC)</i>	—	<i>Variation by Industrial Relations Commission.</i>
<i>(VRT)</i>	—	<i>Variation by Retail Trade Industrial Tribunal.</i>
<i>(VSW)</i>	—	<i>Variation following State Wage Case.</i>

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