

Vol. 336, Part 8

25 October 2002

Pages 877 – 996



NEW SOUTH WALES
INDUSTRIAL GAZETTE

Printed by the authority of the
Industrial Registrar
50 Phillip Street, Sydney, N.S.W.

ISSN 0028-677X

CONTENTS

Vol. 336, Part 8

25 October 2002

Pages 877 - 996

	Page
Awards and Determinations	
Awards Made or Varied	
Broken Hill Commerce and Industry Consent Award 2001	(AIRC) 885
Cemetery and Crematoria (State)	(VSW) 995
Practice Direction -	
Practice Direction No 9	877

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES**PRACTICE DIRECTION No 9 -**

(Pursuant to Rule 89 of the Industrial Relations Commission Rules 1996)

FILING OF DOCUMENTS IN COMPUTER-READABLE FORMAT

1. The purposes of this Practice Direction are:
 - (a) to facilitate the processing of matters before the Industrial Relations Commission of New South Wales by providing for, encouraging and requiring that documentation filed in certain classes of matters by a party be accompanied by a copy of that documentation in computer-readable format;
 - (b) to provide for and encourage the use of technology in matters before the Commission; and
 - (c) to provide an appropriate foundation for further use of technology in proceedings before the Commission.
2. This Practice Direction shall come into force on Monday, 11th November 2002.
3. Except as provided for by paragraph 6 of this Practice Direction, it shall not apply to:
 - (a) proceedings under s 84 (Unfair Dismissal), s 99 (Dismissal injured employee) or s 130 (Notification of Industrial Dispute) of the Industrial Relations Act 1996;
 - (b) parties to any matter who are not represented by a barrister, solicitor, agent or industrial organisation.
 - (c) Annexures or attachment to documents which are not, or not readily, available in computer readable format.
4. For the purpose of this Practice Direction:

"computer-readable format" means an electronic version of a document in such medium and in such format as to be compatible with, and readable by, the computer system of the Industrial Registry (the Registry of the Industrial Relations Commission of New South Wales) from time to time and/or as specified by the Industrial Registrar or the Registrar's delegate from time to time.

"matter" means any proceedings heard or to be heard before the Commission.

"party" includes intervenor and any person, firm, corporation, or organisation appearing, or seeking to appear or intervene, in proceedings before the Commission.
5. A party to a matter before the Commission must file a copy of any document lodged in that matter in a computer readable format at the time of filing of the document.
6. Notwithstanding the foregoing, the Registrar or the Commission may, on application or otherwise, direct one or more parties to a matter to file, or to file and serve, all or any particular documentation in computer-readable format or may waive the obligations of any party from complying in whole or part with the requirements of this Practice Direction.

7. In addition, the Registrar or the Commission may in any matter, where application is made therefore or in any case where it is considered appropriate, apply to the matter the terms of Supreme Court Practice Note No 105 (Use of Technology in Civil Litigation, issued on 15 March 1999 and published at (1999) 46 NSWLR 25) in whole or in part, subject to conditions or otherwise. A copy of Supreme Court Practice Note No 105 is annexed.

Dated: 16th October 2002.

F. L. WRIGHT *J*, **President**.

The Supreme Court Of New South Wales

Practice Note No. 105

Use of Technology in Civil Litigation

Date: 15/03/99

Introduction

1. The purpose of this Practice Note is to provide for and encourage the use of technology in civil litigation in the Court. Practitioners requiring assistance in the appropriate use of technology are encouraged to communicate with the Law Society's Information Technology Adviser. The benefits of a database of discoverable documents are maximised when the parties agree to exchange information in agreed fields in an agreed format.
2. Parties to civil litigation in the Court are encouraged to:
 - (a) use databases to create lists of their discoverable documents;
 - (b) give discovery by exchanging databases created in accordance with an agreed protocol;
 - (c) exchange electronic versions of documents such as pleadings and statements; and
 - (d) arrange for inspection of discovered material, and other material to be inspected, by way of images if appropriate.
3. Where the parties have agreed that discovery should be given by exchanging electronic databases, they shall:
 - (a) seek a direction as to the protocol to be used; and
 - (b) before seeking a direction, endeavour to reach agreement on the protocol so that the direction may be made by consent. If the parties believe that they will be discovering more than 500 documents between them, they should consider exchanging discovery databases.
4. This Practice Note provides guidance on the fields that the parties should consider using to exchange information electronically about their discoverable documents. Parties should feel free to agree on changes to the suggested protocol.
5. The Court encourages parties to exchange electronic versions of all documents, as this will assist the parties to use technology to manage information more efficiently, and to provide the Court, in appropriate cases, with electronic versions of all documents filed in the Court, to supplement the hard copy documents filed with the Registry.
6. The Court will expect the parties to agree on the appropriate media for exchange of electronic versions of documents and discovery databases.
7. The Court may issue further practice directions in the future about such matters as the exchange of images of documents and the use of technology at trial. Parties are required to consider these issues from the commencement of proceedings.

Electronic exchange of court documents

8. Where a party serves a pleading, affidavit, statement, list of documents or interrogatories upon another party, the recipient may ask the first party to provide a copy of that document in an electronic format.
9. The parties shall accede to reasonable requests for copies of documents in electronic format.
10. Subject to 11 below, where a party provides a document in electronic format, that document shall contain the same text as the paper copy.
11. Where a document contains annexures, the party will normally be expected to provide an electronic version of those annexures together with the electronic version of the host document, provided those annexures are documents created in electronic format by or on behalf of the party or its solicitors for the purposes of the litigation.
12. Parties shall make all reasonable efforts to agree on such matters as:
 - (a) the word processing format in which electronic versions of documents will be provided;
 - (b) the methods by which electronic versions of court documents are to be exchanged;
 - (c) the terms and conditions on which electronic versions of court documents are to be exchanged.

In general, it will not be regarded as unreasonable for a party to provide documents in an electronic format subject to a condition that it is the responsibility of the recipient to test for viruses.

13. The Court may direct a party to provide the Court with copies of court documents in an electronic format. Subject to 11 above, where a party provides the Court with a document in an electronic format, that document shall contain the same text as the paper copy. The party providing documents in electronic format shall provide appropriate written warnings about the need to test for viruses.

Electronic exchange of discovery databases

14. The parties are encouraged to consider ways to use technology to manage the discovery process more efficiently from the commencement of proceedings.

The most appropriate use of technology will usually depend on the volume and categories of documents which the parties agree or the Court directs are to be discovered.

Decisions about the appropriate use of technology will be better informed if the parties have identified the scope of discovery and the categories of documents likely to be discoverable.

15. At directions hearings, the Court may make orders that parties:
 - (a) meet to discuss how best to use technology to exchange information about their discoverable documents;
 - (b) make written submissions on how best to use technology to:
 - (i) exchange information about their discoverable documents; and
 - (ii) manage information in the proceedings generally.
16. The parties shall make all reasonable efforts to agree on such matters as:
 - (a) the media to be used to exchange data concerning their discoverable documents;
 - (b) how data should be delimited;
 - (c) the format of the data eg whether it should be in ASCII text format or some other agreed format;

- (d) how the parties will record the date of service of the data and ensure that the party providing the data and the nature of the data may be readily identified eg by appropriate labels on any disks or other media used to exchange data;
- (e) the terms and conditions on which data will be exchanged.

In general, it will not be regarded as unreasonable for a party to provide data on condition that the recipient tests for viruses.

17. As a general rule, by the second directions hearing, each party will be expected:

- (a) to have investigated the number and categories of documents likely to be discoverable by that party, taking into account any limits on discovery that may be agreed between the parties or the subject of a direction by the Court;
- (b) to have attempted to agree with the other parties on whether and how to use technology to exchange lists of their discoverable documents;
- (c) to be able to make informed submissions about whether and how technology should be used to exchange lists of their discoverable documents.

18. Parties shall consider using the following fields to exchange information about their discoverable documents. Parties may agree to modify these fields to suit the requirements of the litigation. For example, if orders are made imposing confidentiality restrictions in relation to certain categories of documents, parties may need to add to these fields to ensure that confidential documents and the restrictions applying to them are identified.

Field	Data type and length	Notes
Document id	Text and Numbers (if appropriate) Length - depending on field structure	The field may be broken into different components such as First Page and Last Page providing the parties agree. Generally the field or fields will comprise a four part number in the form AAA.NNN.NNN.NNNN where "AAA" represents an alphabetic shorthand for the party name. The other three sets of numbers should be used to suit the convenience of the parties. It may be useful if the first set is used to refer to an archive box number, the second to the number of the folder within the box, and the third to the page number. Rules for the numbering hierarchy should be agreed prior to discovery. The last page of a document should be included in swapping electronic material to ensure the integrity of documents is maintained.
		Attachments to documents should be separately listed and numbered. Attachments should be numbered sequentially following the host document. For example, a host document may be numbered XXX.001.001.0001 and its attachments would be numbered as XXX.001.001.0003, XXX.001.001.0004 and XXX.001.001.0005. Where there are two page attachments the first and last page numbers should be listed in the following sequence XXX.001.001.0003 - 0005.

		Every page of every document should be numbered. If there are to be any exceptions to this rule, they should be clearly identified prior to discovery. If imaging is to be used the parties can agree to any additional
--	--	---

		information about document identification.
Attachments	Text & Number, Length -depending on the number of attachments	Contains first and last pages of each document physically attached to a discovered document. Does not include documents that are only referred to in a discovered document. Each attachment should be listed separately, with its own discovery number and details. Multiple entries to be separated by commas.
Host Document Number	Text and Number, Length depending on the document id. structure	Contains First Page and - if agreed - Last Page of the host document to which an attachment is attached. Should never be multiple entries in this field, as each attachment should only ever have one host document.
Document type	Text, 254	This field is completed using commonly received document types eg letter, memo, deed. Parties should agree on rules for document types prior to discovery. If the document has been faxed, this field should include "facsimile". If a group of documents is being discovered as a bundle, this field should be completed as "Bundle of <i>document type</i> ".
Privilege	Text, 6	This identifies whether a claim of privilege is made over the document. The permissible entries in this field are "YES", "NO" and "PART". If this field is completed with "YES" or "PART", the basis of privilege field must also be completed.
Basis of Privilege	Text, 50 (or combination of text and numbers)	Identifies basis of privilege claim. Parties should agree how they will identify privilege claims. One possibility is to set out here the basis of the claim that the document is privileged eg, the section or sections of the Evidence Act.
Status	Text, 10	"Copy" or 'Original' or "Fax". "Fax" should be used for a document that is either the original facsimile document (ie the document sent by the sender) or an original facsimile copy produced by the recipient's facsimile machine.
Author	Text, 254 or as appropriate	Person or persons who wrote the document. To be completed using information on the face of the document. Last name First initial only eg. "Smith B". If more than one author enter as "Brown J, Jones J, ..." etc. If more than one addressee for one company, enter as "Brown J/Jones J/..." etc. Other ways of addressing multiple values can be agreed
Author Organisation	Text, 254 or as appropriate	Organisation from which the document emanated. To be completed from information on the face of the document. Multiple entries to be separated by commas. Parties should agree on standard spellings or abbreviations for organisations. Other ways of addressing multiple values can be agreed between the parties.

Addressee	Text, 254 or as appropriate	Person or persons to whom the document is addressed. Includes persons to whom copies are circulated. To be completed from information on the face of the document. Last name First initial only eg. "Smith B". Multiple entries to be separated by commas.
-----------	-----------------------------	---

		Other ways of addressing multiple values can be agreed between the parties.
Addressee Organisation	Text, 254 or as appropriate	Organisation receiving the document. To be completed from information on the face of the document. Multiple entries to be separated by commas. Parties should agree on standard spellings or abbreviations for organisations. Other ways of addressing multiple values can be agreed between the parties.
Parties	Text, 254 or as appropriate	Identifies parties to an agreement or other legal document (not correspondence). Multiple entries to be comma delimited.
Source	Text, 20 or as appropriate	Parties may find this field useful to identify documents that have been obtained from someone other than the party giving discovery eg documents obtained on subpoena or through some other compulsory process of obtaining access to documents. This field would identify the party from whom such documents were obtained.
Non-paper record	Text, 3	This field should be used to identify information recorded using media other than paper, where the relevant information has not been printed out and discovered in hard copy form eg video and audio tapes, floppy disks and magnetic computer tapes. Permissible entries are "YES" and "NO".

19. Parties shall consider how lists of documents shall be verified where data about those documents is to be exchanged electronically.

Existing rules of court such as Part 23 rule 3 presuppose that a hard copy list of documents will be verified by affidavit. If a party believes that it is appropriate to dispense with verification of a hard copy list, it should approach the Court for an appropriate direction.

As an alternative to verification of a hard copy list, parties may wish to consider a direction that the verifying affidavit identify the documents by reference to the medium by which the data was served and the date of service (eg documents described in the database contained on floppy disks served on the defendant under cover of letters dated 21 January, 24 February and 29 March 1999).

20. Parties shall consider whether data relating to their discoverable documents should be provided to the Court (in addition to any hard copy list).
21. If parties have used databases, or databases and images, to facilitate discovery and inspection, the parties should consider and make submissions about how best to use technology at the hearing.

For example, the parties' discovery databases could form the basis for an index to the agreed bundle, or for the creation of a database of documents admitted into evidence and rulings on the admissibility of documents.

More generally, parties shall consider:

- (a) the equipment and services (including appropriate hardware, software and additional infrastructure) that they and the Court may require at the trial; and
- (b) the arrangements that may need to be made between the parties, the Court and any third party service providers to ensure that appropriate equipment and services are available at the hearing.

J J Spigelman
Chief Justice
15 March 1999

1014)

SERIAL C1393

**BROKEN HILL COMMERCE AND INDUSTRY
CONSENT AWARD 2001**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Broken Hill Chamber of Commerce Inc.

(No. IRC 1503 of 2002)

Before Mr Deputy President Sams

11 April and 14 May 2002

AWARD

BROKEN HILL COMMERCE AND INDUSTRY CONSENT AWARD 2001

Signed for and on behalf of

THE BROKEN HILL CHAMBER OF COMMERCE INC

Signed for and on behalf of

THE BARRIER INDUSTRIAL COUNCIL

THE BROKEN HILL TOWN EMPLOYEES' UNION

THE AUTOMOTIVE, FOOD, METALS, ENGINEERING, PRINTING AND KINDRED INDUSTRIES UNION, NEW SOUTH WALES BRANCH

THE SHOP, DISTRIBUTIVE AND ALLIED EMPLOYEES ASSOCIATION, NEW SOUTH WALES

THE CONSTRUCTION, FORESTRY, MINING AND ENERGY UNION (SOUTH WESTERN DISTRICT - MINING AND GENERAL)

Section Title	Union
Animal Welfare	TEU
Cleaners And Caretakers	TEU
Clerks	SDA
Clothing Trades	TEU
Furnishing Trades	CFMEU
Gardeners	TEU
General Clauses	BIC
Hairdressers	TEU
Handyperson & Town Labourers	TEU
Hotels	TEU
Kindergarten & Child Care Services	TEU
Meat Industry (Processing)	TEU
Motels	TEU
National Training Wage	BIC
Plant Operators	CFMEU
Restaurants, Fish Shops And Cafes Where Meals Are Served	TEU
Security Industry	TEU
Shop Assistants - All Sections	SDA
Trades & Metals	AMWU & CFMEU
Transport And Earthmoving	TEU & CFMEU
Transport Industry - Tourist And Service Coach Drivers	TEU
Warehouse and Carriers, Wholesale Wine And Spirit Merchants	TEU

GENERAL CLAUSES

INDEX

CLAUSE 1.1	Accident Pay
CLAUSE 1.2	Accommodation & Miscellaneous Provisions
CLAUSE 1.3	Annual Leave
CLAUSE 1.4	Annual Leave Loading
CLAUSE 1.5	Anti-Discrimination
CLAUSE 1.6	Apprenticeship Conditions
CLAUSE 1.7	Area, Incidence And Duration
CLAUSE 1.8	Award Display
CLAUSE 1.9	Broken Shifts
CLAUSE 1.10	Bereavement Leave
CLAUSE 1.11	Continuity Of Service
CLAUSE 1.12	Dispute Procedure
CLAUSE 1.13	Existing Conditions And/Or Privileges
CLAUSE 1.14	First Aid Kits
CLAUSE 1.15	Hours Of Labour
CLAUSE 1.16	Jury Service
CLAUSE 1.17	Lifting Of Weights
CLAUSE 1.18	Long Service Leave
CLAUSE 1.19	Mixed Functions
CLAUSE 1.20	Notice Board
CLAUSE 1.21	Notation
CLAUSE 1.22	Overtime
CLAUSE 1.23	Occupational Health And Safety
CLAUSE 1.24	Parental Leave
CLAUSE 1.25	Parties To Consent Award
CLAUSE 1.26	Personal/ Carer's Leave
CLAUSE 1.27	Protective Clothing
CLAUSE 1.28	Public Holidays
CLAUSE 1.29	Right Of Entry
CLAUSE 1.30	Sick Leave
CLAUSE 1.31	Broken Hill Town Industries Superannuation Fund
CLAUSE 1.32	Termination Of Employment
CLAUSE 1.33	Time Books And Time Sheets
CLAUSE 1.34	Training And Career Development
CLAUSE 1.35	Vehicles - Expenses - Licences
CLAUSE 1.36	Wages Policy And Payment
CLAUSE 1.37	Working Roster
CLAUSE 1.38	Workplace Flexibility

ALL CLAUSES CONTAINED HEREIN SHALL APPLY TO THE BROKEN HILL COMMERCE AND INDUSTRY CONSENT AWARD 2001 UNLESS OTHERWISE STIPULATED

1.1 Accident Pay

- (a) Accident pay shall be paid in accordance with the N.S.W. *WorkCover Legislation Amendment Act 1996* and any subsequent amendments thereto.
- (b) The Chamber undertakes to advise its members of all benefits available to employees under the Act as amended.

1.2 Accommodation & Miscellaneous Provisions

Employers shall provide suitable dressing rooms, dining room, toilets and washing facilities for use by all employees in accordance with *Factories, Shops and Industries Act 1962*.

1.3 Annual Leave

- (a) Each employee after twelve months service in any one establishment of one employer shall be granted five (5) weeks holidays on full pay. Provided that by agreement between the employer and employee, one (1) weeks entitlement under this clause may be "cashed out" and the period of actual leave reduced to four weeks. Each year stands alone.
- (b) Employees who leave the service of any establishment of one employer or is put off before the expiration of twelve months service shall receive proportionate payment accordingly, and in conformity with the *Annual Holidays Act 1944 N.S.W.*
- (c) Holidays may be taken in one or two separate periods, and in the case of two periods being agreed upon, the definite commencing dates for each period shall be agreed upon prior to the commencement of the first period of leave being taken.
- (d) Part Time employees receive pro rata annual leave entitlements.

1.4 Annual Leave Loading

- (a) Employees shall be granted an annual leave loading of 17.5% on their holiday pay.
- (b) The loading is payable on annual leave only, on the completion of a year of employment. Any day added to annual leave in lieu of a public holiday does not attract the loading.
- (c) The loading is to be calculated on the Consent Award rate of pay applicable immediately before the employee proceeds on leave. The Consent Award rate of pay is the rate for ordinary hours of work for the employee's classification prescribed by the Consent Award. In addition it will include where applicable leading hand allowances, supervisors allowances, and exclude any other allowances, over-award payments, overtime rates, penalty rates, commission, bonuses, incentive payments or any other such payments.
- (d) Part Time employees are entitled to pro rata Leave Loading.
- (e) Where annual leave is taken prior to the completion of a twelve month qualifying period, the loading is NOT PAID at the time the employee proceeds on leave. For such period taken in advance the loading becomes payable if and when the employee remains in employment until he completes the year of employment for which leave was granted in advance. The payment of the loading is then calculated at the Consent Award rate of pay applicable when the twelve months qualifying period is completed and not at the Consent Award rate applicable when leave was taken in advance.
- (f) Loading is payable in respect of employees who have completed at least 75% of one years service at the time of retirement having reached 60 years of age or more and is required by the employer to retire.
- (g) Where the employer terminates employment for misconduct, no loading is payable in respect of leave for complete or incomplete years of employment.

1.5 Anti-Discrimination

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

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

- (3) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (4) Nothing in this clause is to be taken to affect:
 - (a) any conduct or act which is specifically exempt from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (5) This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

NOTES:

- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (b) Section 56 (d) of the *Anti-Discrimination Act 1977* provides: "Nothing in the Act affects any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion"
 "Nothing in this Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

1.6 Apprenticeship Conditions

The apprentice provisions contained in this Consent Award are pursuant to the *Apprenticeship and Traineeship Act 2001*. This Consent Award covers the wages and conditions of employment of apprentices in the County of Yancowinna.

1.7 Area, Incidence and Duration

- (a) This Consent Award is between the Broken Hill Chamber of Commerce and the Barrier Industrial Council and affiliated local Unions. The changes to give effect to Section 19 of the Act and the Commission's principles for review of Awards took effect on and from 7 June 2001.
- (b) It governs the terms and conditions of employment of employers and employees engaged in commercial and industrial activity in the County of Yancowinna, but it shall not apply to any employer or employee to whom the Social and Community Services Employees (State) Award apply and it is not intended to affect in any way either directly or indirectly the rights that any employee may have either past, present or future under the Social and Community Services Employees (State) Award.
- (c) This Consent Award 2001 rescinds and replaces the terms and conditions of The Broken Hill Commerce and Industry Agreement (Consent) Award 1998 (NB: Award reviewed 7 June 2001) published 28 March 2002 (332 I.G. 274) and shall take effect from the first pay period to commence on or after 18 March 2002, and shall remain in force thereafter until 30 June 2004.
- (d) The parties agree that negotiations on a follow on will commence no later than 6 months before the expiration of the Consent Award and shall be finalised before 30 June 2004.

- (e) It is declared and agreed that nothing in this Consent Award shall supersede the purpose or intent of any State or Commonwealth Laws.
- (f) It is agreed that nothing in this Consent Award shall negate the employee or employer of their legal rights.
- (g) This Consent Award shall be exhibited by each employer on their premises in a place accessible to all employees.
- (h) It is agreed that copies of the new Consent Award shall be available within one month of signing the new Consent Award.
- (i)
 - (i) Domestic clauses and included rates override the General clauses where there is any inconsistency.
 - (ii) Where a Domestic section is silent then the General clauses shall prevail.
- (j) The parties agree that NSW State Wage Case decisions will be applied into our 2001 Award upon exchange of letters between the BIC and the Broken Hill Chamber of Commerce Inc. as soon as possible after such decisions are handed down. Such letters will set the date of the implementation of the State Wage Case Decision into the 2001 Award, in order that there be no cause for back pay.
- (k) It is agreed that when either party to this Consent Award become aware of any change to a Federal or State Award, and that change will impact on this Consent Award, then either party will advise the other in writing.

1.8 Award Display

A copy of this Award shall be exhibited and kept exhibited in accordance with the provisions of the *Industrial Relations Act 1996*.

1.9 Broken Shifts

Employees required to work broken shifts shall be paid \$3.60 for each broken shift so worked in addition to his or her rate of wages.

1.10 Bereavement Leave

- (i) An employee on weekly hiring (including part-time employees) shall be entitled to a maximum of three days' leave without loss of pay on each occasion and on production of satisfactory evidence of the death in Australia of a person prescribed in subclause (iii) below.
- (ii) Provided further, an employee on weekly hiring shall be entitled to a maximum of three days' leave without loss of pay on each occasion and on the production of satisfactory evidence of the death outside Australia of an employee's husband, wife, father or mother and where such employee travels outside Australia to attend the funeral.
- (iii) Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of Personal Carer's leave in subparagraph (II) of (1), paragraph (c) of subclause (1) of clause 1.26, Personal/Carer's Leave, provided that for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- (iv) An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- (v) Bereavement leave may be taken in conjunction with other leave available under subclauses (2), (3), (4), (5) and (6) of the said clause 1.26. In determining such a request the employer will consideration to the

circumstances of the employee and the reasonable circumstances of the employee and the reasonable operational requirements of the business.

1.11 Continuity of Service

Where the services of an employee have been terminated on the grounds of ill-health and he is subsequently re-employed within a period of twelve months and produces a medical certificate covering the whole of the period of his absence until the date of his re-employment his previous service shall be taken into account for sick leave and long service leave purposes.

1.12 Dispute Procedure

- (a) Before any direct action takes place by any of the parties of this Consent Award they shall confer and failing agreement such matter shall be referred to a disputes committee consisting of four from the union concerned and four from the Chamber of Commerce.
- (b) Failing agreement the matter shall be referred to a second committee consisting of two from the union concerned, two from the B.I.C. and four from the Chamber of Commerce.
- (c) Should the dispute still remain unresolved, it may be referred to the Industrial Relations Commission of New South Wales *for assistance*.
- (d) Dispute Avoidance and Grievance Procedure

The procedure for the resolution of grievances and industrial disputation concerning matters arising under this award shall be in accordance with the following procedural steps:

- (i) Procedure relating to grievance of an individual employee:
 - (a) The employee shall notify (in writing or otherwise) the employer as to the substance of the grievance, request a meeting with the employer for bilateral discussions and state the remedy sought.
 - (b) The grievance must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
 - (c) Reasonable time limits must be allowed for discussion at each level of authority.
 - (d) At the conclusion of the discussion, the employer must provide a response to the employee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.
 - (e) While a procedure is being followed, normal work must continue.
 - (f) The employer may be represented by an industrial organisation of employers and the employee may be represented by an industrial organisation of employees for the purpose of each procedure.
- (ii) Procedure for a dispute between an employer and the employees:
 - (a) A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
 - (b) Reasonable time limits must be allowed for discussion at each level of authority.
 - (c) While a procedure is being followed, normal work must continue.

- (d) The employer may be represented by an industrial organisation of employers and the employees may be represented by an industrial organisation of employees for the purpose of each procedure.

1.13 Existing Conditions and/Or Privileges

- (a) This Consent Award is made on the understanding that except in respect of matters including wages for which provision is made for it, all existing privileges and conditions in relation to an individual business agreed between employees and that business but not covered by this Consent Award shall continue during its currency.
- (b) No resolution carried or placed on the books of the Barrier Industrial Council or by any affiliated union on the one part, or by the Broken Hill Chamber of Commerce on the other part, will override any clause whatsoever in the schedule of conditions of work, nor can it be deemed to be part of the Consent Award during its currency.

1.14 First Aid Kits

- (a) A first aid kit must be provided and maintained by the employer for the use of the employees and kept in an accessible position. First Aid allowance of \$5.87 to be paid to the appointed First Aid Attendant on the basis of one attendant per shift. The level of equipment required in a First Aid Kit will be as per the *Factories, Shops and Industries Act 1962*.
- (b) Appointed first-aid personnel:
- (i) in charge of a first-aid kit at a place of work at which more than 25 persons work must be the holder of a current first-aid certificate approved by the Co-ordinator, Occupational Health, Safety and Rehabilitation Services, Department of Industrial Relations and Employment; and
 - (ii) in charge of a first-aid room at a place of work must be the holder of a current occupational first-aid certificate approved by the Co-ordinator.

1.15 Hours of Labour

- (a) The ordinary hours of labour per week shall not exceed thirty-eight (38) excluding meal breaks. The calculation of the hourly rate for penalties, Part-time and Casual employees shall be one thirty-eighth (1/38th) of the Consent Award rate applicable.
- (b) Span of ordinary hours - see individual sections for the specific working of ordinary hours.
- (c) If agreeable between employer and employee the ordinary hours of labour worked can be averaged over a 4 week period as per Division 2-S.22 - Maximum ordinary hours of employment in the NSW *Industrial Relations Act 1996*.

1.16 Jury Service

An employee on weekly hiring required to attend for jury service during his/her ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of his/her attendance for such jury service and the amount of wage he/she would have received in respect of the ordinary time he/she would have worked had he/she not been on jury service. An employee shall notify his/her employer as soon as possible of the date upon which he/she is required to attend for jury service. Further, the employee shall give his/her employer proof of his/her attendance, the duration of such attendance and the amount received in respect of such jury service.

1.17 Lifting of Weights

Males and females shall not be required to lift any weight in excess of those specified by the relevant State Government regulations.

Copies of the regulations are available at the Chamber office and the BIC office.

1.18 Long Service Leave

- (a) As per the *Long Service Leave Act 1955* and any further amendments thereto, provided however, that thirteen (13) weeks long service leave will be granted at the end of ten (10) full complete years in lieu of fifteen (15) years as now set out in the *Long Service Leave Act 1955*.
- (b) This concession only commences to accrue on or after January 1, 1971.
- (c) All other provisions, conditions, durations, qualifying periods and etc. of the *Long Service Leave Act 1955* remain unaltered, and are not affected by the above concession of 13 weeks long service leave for ten years service.
- (d) Part Time and Casual Employees shall be eligible for Pro Rata Long Service Leave as per Part A.

1.19 Mixed Functions

An employee engaged during a day or shift on work carrying a higher rate than their ordinary classification shall receive:

- (a) for the work up to and including two hours they shall be paid for the time so worked;
- (b) for work over two hours paid for the full day or shift at the higher classification.

1.20 Notice Board

Each employer shall permit the union to display notices dealing with legitimate union business on notice boards provided that such notices are authorised by an accredited union representative. Any such notice not so authorised may be removed by the accredited union representative or the employer.

1.21 Notation

- (1) Section 129 of the *Industrial Relations Act 1996* requires that an employer must keep records of remuneration paid and hours worked by employees.
- (2) This award contains a number of other provisions in Clause 1.26, Personal/Carer's Leave.

1.22 Overtime

- (a) The payment of overtime, i.e. time worked outside the ordinary hours or shift, shall be at time and one half for the first two (2) hours and double time thereafter. Unless otherwise provided for under a Special Section, all overtime worked on Sunday will be paid at double time. Each day's overtime stands alone.
- (b) By mutual agreement the rate of overtime may be time-off in lieu of overtime provided that:
 - (1) Time-off shall be calculated at the penalty equivalent.
 - (2) The employee is entitled to a fresh choice of payment or time-off on each occasion overtime is worked.
 - (3) Time-off must be taken within one calendar month of the working of the overtime or it shall be paid out.
- (c) Overtime Meal Breaks
 - (a) When working overtime, i.e. time worked outside the ordinary hours or shift, employees shall not work more than four hours continuously without being allowed thirty minutes for a meal break at overtime rates, provided that where overtime is worked immediately preceding or following the

ordinary hours or shift in excess of one and one half hours he shall be entitled to a meal break of thirty minutes at overtime rates.

- (b) An employee required to work overtime in excess of one and one half hours shall either be supplied with a meal by the employer or paid \$7.41.
- (c) If an employee has provided a meal and is not required to work overtime or is required to work less than the time advised, he shall be paid \$7.41 for the meal so provided.

1.23 Occupational Health and Safety

Each employer and employee bound to observe the provisions of this award shall also co-operate positively in respect of obligations pursuant to the *Occupational Health and Safety Act 2000*.

1.24 Parental Leave

See NSW *Industrial Relations Act 1996*.

1.25 Parties to Consent Award 2001

This Consent Award is between the Broken Hill Chamber of Commerce and the Barrier Industrial Council and affiliated local Unions. The changes to give effect to Section 19 of the Act and the Commission's principles for review of Awards took effect on and from 7 June 2001.

1.26 Personal / Carer's Leave

(1) Use of Sick Leave

- (a) An employee, with responsibilities in relation to a class of a person set out in subparagraph (II) of paragraph (c) of this subclause, who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement provided for in clause 1.30, Sick Leave, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.
- (b) The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In the normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (I) the employee being responsible for the care of the person concerned; and
 - (II) the person concerned being:
 - (a) a spouse of the employee: or
 - (b) defacto spouse who, in relation to a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person: or
 - (c) a child or an adult child (including an adopted child, a stepchild, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee: or
 - (d) a same sex partner who lives with the employee as the defacto partner of that employee on a bona fide domestic basis: or

- (e) a relative of the employee who is a member of the same household where, for the purposes of this subparagraph:
 - (1) "relative" means a person related by blood, marriage or affinity:
 - (2) "affinity" means a relationship that one spouse, because of marriage, has to blood relatives of the other: and
 - (3) "household" means a family group living in the same domestic dwelling.
- (d) An employee shall wherever practicable, give the employer notice, prior to the absence, of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of the absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.
- (2) Unpaid Leave for Family Purpose -
 - (a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subparagraph (II) of paragraph (c) of subclause (1) who is ill.
- (3) Annual Leave -
 - (a) An employee may elect, with the consent of the employer, subject to the *Annual Holidays Act 1944*, to take annual leave not exceeding five days in single day periods, or part thereof, in any calendar year at a time or times agreed by the parties.
 - (b) Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this award.
 - (c) An employee and employer may agree to defer payment of the annual leave loading in respect of single-day absences until at least five consecutive annual leave days are taken.
- (4) Time Off in Lieu of Payment for Overtime -
 - (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.
 - (b) Overtime taken as time off during ordinary-time hours shall be taken at the penalty equivalent.
 - (c) If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.
 - (d) Where no election is made in accordance with said paragraph (a), the employee shall be paid overtime rates in accordance with the award.
- (5) Make-up Time
 - (a) An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off ordinary hours and works those hours at a later time during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
 - (b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.

- (6) Rostered Days Off -
- (a) An employee may elect, with the consent of the employer, to take a rostered day off at any time.
 - (b) An employee may elect, with the consent of the employer, to take rostered days off in part-day amounts.
 - (c) An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.
 - (d) This subclause is subject to the employer informing each union, which is both party to the award and which has members employed at the particular enterprise, of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.

1.27 Protective Clothing

- (a) The employer shall provide, on request, to employees performing work detrimental to the employees' clothing, dust coats, white coats, waterproof coats, uniforms, overalls, safety footwear and gloves (when handling cement, timber, iron and iron pipes) or other protective clothing.
- (b) Such protective clothing and safety footwear remains the property of the employer and must be returned to the employer on completion of service.
- (c) Protective clothing shall be worn by the employee at the employer's direction.
- (d) By agreement the employee may be required to wash and iron the special clothing and an amount of \$4.33 per week shall be paid by the employer.
- (e) Protective clothing is to be supplied by the employer in accordance with Occupational Health and Safety guidelines, in consultation with the employee.

1.28 Public Holidays

- (a) The following shall be recognised public holidays.

New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Labour Day, Queen's Birthday, Christmas Day and Boxing Day.
- (b) The above holidays with all gazetted state-wide holidays shall be observed and for such holidays the employee shall be paid.
- (c) Unless otherwise provided for in a linked award, employees who never work on the day the Public Holiday falls eg. a Monday-Friday roster where Saturday is the Public Holiday, receive no additional benefits (also see Domestic Clauses).
- (d) Where an employee is on a rotating roster and their rostered time-off falls on a Public Holiday, the employee shall be paid (by mutual agreement) either:
 - (1) Payment for the said holiday.
 - (2) Addition of the rostered time to the employee's annual leave.
 - (3) Equal time-off shall be taken within twenty one (21) days of the holiday, such time-off being allowed either prior to or after the holiday.

- (e) Except for employees engaged in the retailing and hospitality industries in the County (see Domestic Clauses) any employee required to work on any such holiday shall be paid at the rate of double time in addition to their ordinary pay.
- (f) Employees shall not be entitled to the benefits provided by this clause in respect of any public holiday if they absent themselves from their work without reasonable excuse either on the working day before or the working day after such holiday. Where two or more public holidays fall together and an employee absents himself from work without reasonable excuse on both the working day before and the working day after such holiday he will lose the benefits of this clause in respect of all such holidays, but when he is absent without reasonable excuse on one day only (before or after such holiday) he shall lose such benefits only in respect of one public holiday.

1.29 Right of Entry

Right of entry for Authorised Officials of Unions party to this Consent Award will be in accordance with Part 7 of the NSW *Industrial Relations Act* 1996.

1.30 Sick Leave

- (a) Employees shall be entitled to be paid wages whilst absent from work after three months service through personal sickness, provided the employee furnishes a certificate stating details of illness from a duly qualified Medical Practitioner or other satisfactory proof to the employer, that he or she is unable to follow their usual occupation or is a patient of a hospital.
- (b) In the event of any employee losing time following injury from any sporting activity, and he or she is in receipt of compensation from a sporting body, sick leave payments will be reduced by the amount of such compensation received from the sporting body.
- (c) Sick leave benefit shall be limited to the equivalent hours of 10 working days per year of service. Sick Leave is cumulative from year to year.
- (d) Where a business changes ownership and continues to operate in the same manner, and on the same premises and in the same industry as the previous owner, any employee taken over by the new employer from the previous employer shall retain his/her entitlement to such sick leave as was accumulated with the previous employer.
- (e) Where an employee who is eligible for sick leave produces a satisfactory medical certificate to the effect that he has been incapacitated for a period:
 - (i) of one week or more whilst on annual leave; or
 - (ii) of one month or more whilst on long service leave,
 he/she may be re-credited with annual leave or long service leave as the case may be, or the period for which sick leave is available and sick leave to credit shall be reduced by an equivalent period. Provided that no such re-credit shall be granted to an employee on leave prior to retirement, resignation or termination of service.
- (f) The employee as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence shall inform the employer of their inability to attend for duty and as far as practicable state the nature of the injury or illness and the estimated duration of the absence.
- (g) If an employee is absent from work for parts of the day, then they should have that time debited against their sick leave entitlement on an hourly basis regardless of how many hours they are absent from work.
- (h) Part-time employees receive pro rata sick leave entitlements.

1.31 Broken Hill Town Industries Superannuation Fund

This Fund was established by agreement between the Broken Hill Chamber of Commerce and the Barrier Industrial Council and affiliated Unions for the purpose of handling occupational superannuation now known as the Superannuation Guarantee Charge (SGC).

The Fund conforms with Federal Government occupational superannuation guidelines and is authorised to accept contributions for such purposes.

The Fund, governed by a Trust Deed, is administered by the A.M.P. Society, and the Trustees of the Fund are three (3) representatives from the Chamber of Commerce and three (3) representatives from the Barrier Industrial Council and affiliated Unions, with an independent non-voting chairman.

OCCUPATIONAL SUPERANNUATION CONTRIBUTIONS

- (a) In accordance with the handing down by the Commonwealth Government of legislation which establishes a requirement to pay employees (as defined) SGC from the first pay period to commence on or after January 1, 1989, the employer will pay into an "approved" Occupational Superannuation Fund the percentage of ordinary time earnings prescribed by Superannuation Guarantee legislation on behalf of eligible employees. The scale of contributions is as per the attached schedule.

For the purpose of the Consent Award all reference to an "approved fund" shall mean any superannuation scheme that conforms to the Commonwealth Governments operational standards for Occupational Superannuation Funds.

- (b) Eligible Employee shall mean:

- (i) all employees earning \$450 or over a month for each month they earn that amount;
- (ii) part time employees under 18 years of age who work less than 30 hours per week are exempt.

- (c) Ordinary Time Earnings for an employee in this context means the classification rate including supplementary payments where relevant, over-award payments, shift loadings and such other payments as are declared by the parties to this Consent Award to be eligible under the heading of ordinary time earnings.

A schedule of most common supplementary payments and allowances with a determination as to their ordinary time earnings eligibility follows:

Ordinary Time Earnings Include:

- Paid Sick Leave
- Long Service Leave
- Annual Leave
- Paid Compassionate Leave
- Blood Donor Leave
- Over-award of Merit Payments
- Penalty Rates
- Shift Loadings
- Window Dresser and Ticket Writers Allowance
- Section Head Allowance
- Broken Shift Allowance
- Liquor Licence Allowance
- Freezer Allowance
- Foreign Language Allowance

Toilet Cleaning Allowance
 Operator Allowances for Stenographer/Comptometer/Computer/
 Data Processing/Cardpunch etc./Ledger Posting Machines

Ordinary Time Earnings DO NOT Include:

Workers Compensation
 Maternity Leave
 Unpaid Leave
 Overtime
 Commissions
 Occasional Bonus Payments
 Meal Allowances
 Travel Allowances
 Laundry Allowances
 Annual Leave Loading
 Unpaid Sick Leave

(d) Fund

For the purpose of this Consent Award, contributions made by employers in accordance with the provisions of subclause e - Contributions shall be made as follows:

- (i) To any superannuation scheme that conforms to the Commonwealth Government's operational standards for occupational superannuation funds.

(e) Contributions

- (i) Except as provided in subclauses (iii) and (iv) of this clause, each employer shall, in respect of each employee, pay contributions to the respective Trustee at the relevant rate of the employee's ordinary time earnings having regard for the scale prescribed by Superannuation Guarantee legislation.
- (ii) Contributions shall be paid at intervals and in accordance with the procedures and subject to the requirements of the respective Fund.
- (iii) An employer shall not be required to make contributions pursuant to this Consent Award in respect of an employee in respect of a period when that employee is absent from his or her employment without pay, such as unpaid sick leave, annual leave, maternity leave or the like, or periods of workers' compensation beyond the expiry of any entitlement to workers' compensation make-up pay.
- (iv) An employer shall not be required to contribute on behalf of any employee who refuses to sign the documentation required by the relevant Trust Deed.
- (v) Where a new employee commences in employment, the employer shall advise the employee of the employee's entitlements under this Consent Award and of the action to be taken by the employee to obtain the benefit of those entitlements.

(f) Records

An employer shall retain all records relating to the calculation of payments due to the Fund in respect of each employee and such records of each employee and such records shall be retained for a period of six (6) years.

1.32 Termination of Employment

(1) General Termination -

- (a) To terminate employment either party shall be given one week's notice - if the employer fails to do so he shall pay one week in lieu of notice and similarly if the employee fails to do so he shall forfeit one week's pay.
 - (b) In the case of dishonesty or misconduct summary dismissal shall apply.
 - (c) The employer shall have the right to summarily dismiss any employee for dishonesty or misconduct whilst under notice. Payment of wages to be made up to the time of dismissal only.
 - (d) On termination of services payment for any monies due will be made within 48 hours. If the employee is leaving the city, then payment will be made forthwith.
- (2) Application of Redundancy -
- (a) The *Employment Protection Act* 1982, regulations and amendments thereto shall apply in respect of employees who are retrenched through business reorganisation, economic downturn or technological change
 - (b) In respect to employers who employ more than 15 employees immediately prior to the termination of employment of employees, in the terms of Clause 1.32.5 Termination of Employment.
 - (c) Notwithstanding anything contained elsewhere in this award, this award shall not apply to employees with less than one year's continuous service and the general obligation on employers shall be no more than to give such employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.
 - (d) Notwithstanding anything contained elsewhere in this award, this award shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual, apprentices or employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.
 - (e) Wherever practicable, an employer will call for voluntary redundancies to meet the requirement to downscale the business before proceeding to forced retrenchment. However, the employer may exercise a veto on an employee whose skills and knowledge must be retained by the business.
 - (f) Seniority in the sense of an absolute rule of "last on, first off" does not apply under this Consent Award, although any Union has the right to present the case of any employee who is considered to have been unjustly treated.
 - (g) When retrenchments occur, the employer has the right to discharge according to ability for the particular job, but in cases where there is equality with regard to ability, then seniority will be observed.
- (3) Introduction of Change -
- (1) Employers duty to notify -
 - (a) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be effected by the proposed changes and the union to which they belong.
 - (b) "Significant effects" include termination of employment, major changes in the composition, operation or size of the employers workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the

alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

Provided that where the award specified in subclause (i) of clause 3. Application makes provision for alteration of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.

(2) Employers duty to discuss change -

- (a) The employer shall discuss with the employees affected and the union to which they shall belong, inter alia, the introduction of the changes referred to in subclause (i) of this clause, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the union in relation to the changes.
- (b) The discussion shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provision of paragraph (a) of this subclause and shall cover, inter alia, any reasons for the proposed termination, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination on the employees concerned.
- (c) For the purposes of the discussion, the employer shall, as soon as practicable, provide to the employees concerned and the union to which they belong, all relevant information about the proposed terminations, including the reasons for the proposed terminations, the number of workers normally employed and the period over which the terminations are likely to be carried out. Provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

(4) Redundancy -

Discussions before terminations -

- (a) Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing to be done by anyone pursuant to Sub Clause 3 (Introduction of Change) 1 a) and that decision may lead to the termination of employment, the employer shall hold discussions with the employees directly affected and with the union to which they belong.
- (b) The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provision of paragraph (a) of this subclause and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination on the employees concerned.
- (c) For the purposes of the discussion, the employer shall, as soon as practicable, provide to the employees concerned and the union to which they belong, all relevant information about the proposed terminations, including the reasons for the proposed terminations, the number and categories of employees likely to be effected, and the number of workers normally employed and the period over which terminations are likely to be carried out. Provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

(5) Termination of Employment -

- (i) Notice for Changes in Production, Programme, Organisation or Structure - this subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from production, programme, organisation or structure in accordance with Sub Clause 1.32.3 (Introduction of Change).

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

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

- (b) In addition to the notice above, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, shall be entitled to an additional weeks notice.
- (c) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (ii) Notice for Technological Change - This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from "technology" in accordance with Sub Clause 1.32.3 (Introduction of Change).
- (a) In order to terminate the employment of an employee the employer shall give to the employee three months notice of termination.
- (b) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (c) The period of notice required by this subclause to be given shall be deemed to be service with the employer for the purpose of the *Long Service Leave Act 1955*, the *Annual Holidays Act 1944*, or any act amending or replacing either of these Acts.
- (iii) Time Off During the Notice Period.
- (a) During the notice of termination given by the employer, an employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purposes of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof that attendance at an interview or the employee shall not receive payment for the time absent.
- (iv) Employee Leaving During the Notice Period - If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee shall be entitled to the same benefits and payments under this clause had the employee remained with the employer until the expiry of such notice. Provided that, in such circumstances, the employee shall not be entitled to payment in lieu of notice.
- (v) Statement of Employment - the employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification of or the type of work performed by the employee.
- (vi) Notice to Centrelink - Where a decision has been made to terminate employees, the employer shall notify the Centrelink as soon as possible giving relevant information including the number of categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

- (vii) Department of Social Security Employment Separation Certificate - the employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an Employment Separation Certificate in the form required by the Department of Social Security.
- (viii) Transfer to Lower Paid Duties - Where an employee is transferred to lower paid duties for reasons set out in subclause (5.i) of clause 32.3, Introduction of Change, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated, and the employer may at the employer's option make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rates for the number of weeks of notice still owing.

(6) Severance Pay -

- (i) Where an employee is to be terminated pursuant to Sub Clause 5, Termination of Employment, subject to further order of the Industrial Relations Commission of New South Wales, the employer shall pay the following severance pay in respect of a continuous period of service:

Period of continuous service	Employees under 45 years of age	Employees over 45 years of age
Less than one year	Nil	Nil
One year but less than two years	4 week's pay	5 week's pay
Two years but less than three years	7 week's pay	8.75 week's pay
Three years but less than four years	10 week's pay	12.5 week's pay
Four years but less five years	12 week's pay	15 week's pay
Five years but less than 6 years	14 week's pay	17.5 week's pay
Six years but less than 7 years	16 week's pay	20 week's pay

"Weeks' pay" means the all purpose rate of pay for the employee concerned at the date of termination, and shall include, in addition to the ordinary rate of pay, over award payment, shift penalties and allowances paid in accordance with the Van Sales Employees' (State) Award and any subsequent splinter award.

- (ii) Incapacity to pay - Subject to an application by the employer and further order of the Industrial Relations Commission of New South Wales, an employer may pay a lesser amount (or no amount) of severance pay than that contained in subclause (i) of this clause.
The Industrial Relations Commission of New South Wales shall have regard to such financial and other resources of the employer concerned as the Industrial Relations Commission thinks relevant, and the probable effect paying the amount of severance pay in subclause (i) of this clause will have on the employer.
- (iii) Alternative Employment - Subject to an application by the employer and further order of the Industrial Relations Commission of New South Wales, an employer may pay a lesser amount (or no amount) of severance pay than that contained in subclause (i) of this clause if the employer obtains acceptable alternative employment for an employee.

(7) Savings Clause -

Nothing in this award shall be construed so as to require the reduction or alteration of more advantageous benefits or conditions which an employee may be entitled to under any existing redundancy arrangement, taken as a whole, between the union and any employer bound by this award.

1.33 Time Books and Time Sheets

A time book or time sheets shall be provided by the employer and it shall be compulsory for all employees to sign such time book or sheets each day when commencing and ceasing duty.

1.34 Training and Career Development

- (a) The parties to this Consent Award recognise that in order to increase the efficiency, productivity and competitiveness of Broken Hill commerce and industry a greater commitment to training and skill development is required. Accordingly the parties commit themselves to:
- (1) Developing a more highly skilled and flexible workplace.
 - (2) Providing employees with career opportunities through appropriate training to acquire additional skills; and,
 - (3) Removing barriers to the utilisation of skills required.
- (b) Provided that:
- (1) If training is undertaken at the employer's request during ordinary working hours the employee concerned shall not suffer any loss of ordinary pay.
 - (2) Any cost associated with standard fees for prescribed courses and prescribed textbooks (excluding those textbooks which are available in the employer's library) incurred in connection with the undertaking of training shall be reimbursed by the employer upon production of evidence of such expenditure. Reimbursement shall occur at the completion of the course/semester subject to presentation of reports of satisfactory results/progress.
 - (3) Travel costs incurred by an employee undertaking training in accordance with this clause which exceed those normally incurred in travelling to and from work shall be reimbursed by the employer.
 - (4) Employees are encouraged to undertake such training and retraining as required by the employer and employers are encouraged to give approval to employee's requests for training in relevant aspects of their industry.

1.35 Vehicles - Expenses - Licences

- (a) Weekly Employees - Any employee required by an employer to provide at his own expense a bicycle shall be paid \$7.73 per week extra, motorcycle \$23.38 per week extra, motor car or utility under 2000cc capacity \$87.04 per week extra plus 27c per kilometre, 2000cc and over \$ 103.62 per week plus 27c per kilometre.
- Casual Employees - Any employee required by an employer to provide at his own expense a motor car or utility under 2000cc capacity shall be paid 39c per kilometre, 2000cc and over 43c per kilometre.
- (b) If the employer provides a vehicle he shall pay the whole cost of the upkeep, registration, insurance and maintenance of running expenses.
- (c) Where travelling expenses are incurred in the course of any employee's duties they will be paid by the employer.
- (d) Where an employee is required to drive a vehicle in the course of his employment the employer shall refund that employee with the cost of his drivers' licence, upon renewal for a period of one year.

1.36 Wages Policy and Payment

- (a) The Broken Hill Chamber of Commerce, the Barrier Industrial Council and affiliated Unions will implement this Consent Award subject to the understanding that it is to be closed to any general community wage adjustments as may be handed down by the Industrial Relations Commission of New South Wales, or any other applicable body, for the duration of this Consent Award except as provided in Clause 1.7.j

- (b) However, with respect to movements in superannuation, the Chamber of Commerce commits to pass on all adjustments in accordance with the terms and conditions that may arise as a result of applicable legislation passed by the Commonwealth Government within the duration of this Consent Award.
- (c) It is a term of this Consent Award that the Barrier Industrial Council and affiliated Unions undertake for the period of this Consent Award they will not pursue any extra claims as a result of any general community wage or conditions adjustments as may be determined outside of this Consent Award.
- (d) Wages including overtime shall be paid weekly. Such payment shall be made in the employers' time.
- (e) All wage variations will apply from the day such variation is granted irrespective of payment being made weekly.
- (f) On the payment of any wages by an employer to an employee covered by this Consent Award, such employer shall indicate either by noting on the pay envelope by way of a statement in writing handed to the employee at the time of paying his or her wages how the pay is made up by including in such noting or statement such particulars as may be prescribed as regards the date of payment, the period covered thereby, the rate of wages, the number of hours worked, overtime payments and details of any deductions and other prescribed matters.
- (g) The employer shall keep proper records to give this detail and employees must sign for their earnings.
- (h) Electronic Funds Transfer is an acceptable method of payment, provided suitable arrangements are made by the employers and transfer costs are borne by the employers.

1.37 Working Roster

- (a) A roster showing the working hours of all employees for a period of at least seven days in advance shall be posted in a position accessible to all employees.
- (b) Not less than seven days' notice of any alteration of the roster shall be given to the employee, such notice shall not be given where an alteration is necessary on account of sickness or other absence of the employee.

1.38 Workplace Flexibility

- (a) For the purposes of increasing productivity and flexibility as well as enhancing career opportunities for employees, multi-skilling may extend by agreement between an employer and employees to allow the employee to perform any work in an enterprise within the scope of his/her skills and competence.
- (b) Discussion shall take place at the establishment level between relevant Unions, employees and the employer with a view to reaching agreement for employees to perform a wider range of tasks, removal of demarcation barriers and participation of employees in additional training.

ANIMAL WELFARE SECTION

Clause No. Subject Matter

Definitions

2.1	Hours of Labour
2.2	Roster
2.3	Overtime
2.4	Junior Employees
2.5	Casual Employees
2.6	Part-Time Employees

Wage rates in this section are based on the Broken Hill Commerce and Industry Consent Award 2001.

Definitions

- (a) Animal Nurse means an employee who holds a diploma of a registered Animal Nursing Auxiliary Association or an equivalent diploma. For the purpose of this sub-clause, a certificate in general nursing of the Nurses' Registration Board of NSW shall be deemed to be an equivalent diploma if, one year's transitional period of work, an employee holding such a certificate is, in the employer's opinion, sufficiently experienced in animal nursing practices.
- (b) Animal Attendant means an employee with three years' experience in the industry and who is employed in connection with animal welfare or with less service if, in the opinion of the employer, the employee is sufficiently experienced to be so classified and is able to give injections and to take temperatures of animals.

2.1 Hours of Labour

- (a) As of 1 July 1999 the ordinary hours of work shall not exceed thirty-eight (38) per week, excluding meal breaks.
- (b) If agreed between employer and employee, the ordinary hours can be averaged over a 12-week period, as per Section 22 (1) - Ordinary Working Hours in the NSW *Industrial Relations Act 1996*.
- (c) An employee who works five (5) ordinary hours or more on any day shall be allowed on such day an unpaid meal break of one hour between the hours commencing not earlier than 11.30 am and finishing not later than 3 pm. Provided that where agreement between the employer and employee, a meal break of between thirty (30) minutes and one hour may apply. The meal break shall be given and taken so that no employee shall work more than five (5) consecutive hours without a meal break.

- (d) Commencing and Ceasing Times

- (i) Commencing Time

- The commencing time of ordinary hours of work by employees shall be 7.30 am Monday to Saturday.

- (ii) Ceasing Time

- The times for cessation of the ordinary hours of work by employees shall be 8.00 pm Monday to Friday and 1.00 pm Saturday.

- (e) Shift Penalties

Notwithstanding any other provision for ordinary hours within this Consent Award, an employee may be engaged to work ordinary hours as set out above as part of their ordinary hours roster, providing they are paid the following additional penalty:

- (i) Monday to Friday (inclusive)

- All ordinary hours worked after 6.00 pm Monday to Friday inclusive, 20%.

- (ii) Saturday

- All ordinary hours worked on Saturday, 25%.

2.2 Roster

- (a) A roster showing the working hours of all employees for a period of at least seven (7) days in advance shall be posted in a position accessible to all employees.
- (b) Not less than seven (7) days' notice of any alteration of the roster shall be given to the employee, such notice shall not be given where an alteration is necessary on account of sickness or other absence of an employee.

2.3 Overtime

- (a) The payment of overtime, i.e. time worked outside the ordinary hours or shift, shall be at time and one half for the first two (2) hours and double time thereafter.
- (b) By mutual agreement the rate of overtime may be time off in lieu of overtime provided that:
 - (i) Time off shall be calculated at the penalty equivalent.
 - (ii) The employee is entitled to a fresh choice of overtime payment or time off on each occasion overtime is worked.
 - (iii) Time off must be taken within one calendar month of the working of the overtime or it shall be paid out.
- (c) Each day's overtime stands alone.

2.4 Junior Employees

- (a) Junior Animal Nurses and Junior Animal Attendants shall be paid the appropriate adult rate of pay, provided that the minimum rates for juniors otherwise employed shall be at the following percentages of the appropriate adult rate, as the case may be, for 'all others & kennel cleaners':

Under 17 years	70%
At 17 years of age	80%
At 18 years of age	90%
At 19 years of age	100%

- (b) Junior employees are to have structured training, internal and/or external, incorporated into their duties.

2.5 Casual Employees

- (a) Casual employees are those who are engaged for irregular short periods for the work of their calling.
- (b) A casual employee shall be paid a minimum engagement of three (3) hours.
- (c) Casual employees in this section shall be paid at the rate of time and 15%, Monday to Friday inclusive.
- (d) Casual employees, after twelve (12) months' service, shall be entitled to annual leave, calculated at five-forty sevenths (5/47) of the gross earnings.
- (e) Casual employees shall also be granted an annual leave loading of 17.5% of their holiday pay. The loading is payable on annual leave only.
- (f) Casual employees are entitled to long service leave.
- (g) Casual employees, who leave the service of any establishment of one employer or is put off before the expiration of twelve months service, shall receive proportionate payment accordingly.

- (h) Casual employees may be asked to work full-time on a temporary basis to allow coverage for staff absences.

2.6 Part - Time Employees

Adults may be employed as part-time employees in any classification in this section on the following basis:

- (a) Not less than fifteen (15) hours per week.
- (b) Part-time employees shall be paid a minimum of two (2) hours' pay for each day engaged.
- (c) Part-time employees shall be paid the minimum rostered hours.
- (d) All time worked in excess of eight (8) hours per day shall be overtime and paid for at the rate prescribed for other weekly employees.
- (e) The hours of duty each day shall be worked continuously. Provided that an employee who is required to work longer than four (4) hours shall be granted a meal break of not less and not more than thirty (30) minutes.

The meal break shall be counted as time worked.

- (f) Part-time employees shall be paid hourly rates of pay calculated at one-thirty eighth (1/38) of the weekly rate plus 10%.
- (g) Notwithstanding anything else contained in this Consent Award, the provisions of this Consent Award with respect to Annual Leave, Annual Leave Loading, Sick Leave, Long Service Leave, Compassionate Leave, Parental Leave and Holidays shall apply to part-time employees on a pro-rata basis for each employee.
- (h) One month's notice is to be given to change an employee's employment from part-time to casual.
- (i) Part-time employees may be asked to work full-time on a temporary basis to allow coverage for staff absences.

NOTE: Where this Section is silent on an issue, please refer to the General Clauses.

WAGE SCHEDULE

Effective from the first pay period commencing on or after 1 October, 2001

Adult Employees	Weekly Rate	Part time / Hourly	Casual / Hourly
Animal Nurse	\$435.25	\$12.59	\$13.17
General Nurse	\$429.85	\$12.44	\$13.00
Animal Attendant	\$413.40	\$11.95	\$12.50
Food prep./Kennel Clean.	\$413.40	\$11.95	\$12.50
All Others	\$413.40	\$11.95	\$12.50

Casual Employee - Time plus 15% plus A/L & LSL

Part-time Employees - Time plus 10% plus pro-rata A/L, LSL & S/L

Junior Employees

Junior Animal Nurses and Junior animal Attendants shall be paid the appropriate adult rate of pay.

Kennel Cleaner	%	Weekly Rate
Under 17 years of age	70	\$289.38

At 17 years of age	80	\$330.72
At 18 years of age	90	\$372.06
At 19 years of age	100	\$413.40
All Others		
Under 17 years of age	70	\$289.38
At 17 years of age	80	\$330.72
At 18 years of age	90	\$372.06
At 19 years of age	100	\$413.40

Penalty Rates

Full-time & Part-time employees working ordinary hours only.

Monday to Friday after 6 pm - Time plus 20%

Saturday - Time plus 25%

Broken Shift Allowance \$3.60

Overtime Meal Allowance \$7.41

PLEASE NOTE: Animal Attendant, Food preparer/kennel Cleaner and All others have been increased to the minimum adult wage.

CLEANERS & CARETAKERS SECTION

Clause No.	Subject Matter
3.1	Hours Of Labour
3.2	Casual Employees
3.3	Part-Time Employees
3.4	Working Roster
3.5	Weekend Penalty
3.6	Additional Rates
3.7	Broken Shifts
3.8	Meal Breaks
3.9	Overtime

Wage rates in this section are based on the Broken Hill Commerce and Industry Consent Award 2001.

3.1 Hours of Labour

- (a) As of 1 July 1999 the ordinary hours of work shall not exceed thirty-eight (38) per week, excluding meal breaks.
- (b) The starting and ceasing times are to be agreed between the employer and employee.
- (c) An employee who works five (5) ordinary hours or more on any day shall be allowed on such day an unpaid meal break of one hour between the hours commencing not earlier than 11.30 am and finishing not later than 3 pm. Provided that where agreement between the employer and employee, a meal break of between thirty (30) minutes and one hour may apply. The meal break shall be given and taken so that no employee shall work more than five (5) consecutive hours without a meal break.

3.2 Casual Employees

- (a) Casual employees are those who are engaged for irregular short periods for the work of their calling.
- (b) A casual employee shall be paid a minimum engagement of two (2) hours.

- (c) Casual employees in this section shall be paid at the rate of time and 15%, Monday to Friday inclusive. For all work performed on a Saturday or Sunday they shall be paid at the rate of double ordinary time.
- (d) Casual employees, after twelve (12) months' service, shall be entitled to annual leave, calculated at five-forty sevenths (5/47) of the gross earnings.
- (e) Casual employees shall also be granted an annual leave loading of 17.5% of their holiday pay. The loading is payable on annual leave only.
- (f) Casual employees are entitled to long service leave.
- (g) Casual employees, who leave the service of any establishment of one employer or is put off before the expiration of twelve months service, shall receive proportionate payment accordingly.
- (h) Casual employees may be asked to work full-time on a temporary basis to allow coverage for staff absences.

3.3 Part-Time Employees

Adults may be employed as part-time employees in any classification in this section on the following basis:

- (a) Not less than twelve (12) hours per week and not in excess of thirty-two (32) hours per week.
- (b) Part-time employees shall be paid a minimum of two (2) hours' pay for each day engaged.
- (c) Part-time employees shall be paid the minimum rostered hours.
- (d) All time worked in excess of eight (8) hours per day shall be overtime and paid for at the rate prescribed for other weekly employees.
- (e) The hours of duty each day shall be worked continuously. Provided that an employee who is required to work longer than four (4) hours shall be granted a meal break of not less and not more than thirty (30) minutes.

The meal break shall be counted as time worked.
- (f) Part-time employees shall be paid hourly rates of pay calculated at one-thirty eighth (1/38) of the weekly rate plus 10%.

The additional ten percent prescribed shall be regarded also as ordinary wages for the payment of annual leave, sick leave and work not performed on a holiday.

The additional ten percent herein prescribed shall not apply in addition to the rates prescribed to other weekly employees for work performed on Saturday, Sunday, holidays, overtime or where double time is prescribed in this Consent Award.

- (g) The provisions of this Consent Award with respect to Annual Leave, Annual Leave Loading, Sick Leave, Long Service Leave, Compassionate Leave, Parental Leave and Holidays shall apply on a pro-rata basis to part-time employees.
- (h) One month's notice is to be given to change an employee's employment from part-time to casual.
- (i) Part-time employees may be asked to work full-time on a temporary basis to allow coverage for staff absences.

3.4 Working Roster

- (a) A roster showing the working hours of all employees for a period of at least seven (7) days in advance shall be posted in a position accessible to all employees.
- (b) Not less than seven (7) days' notice of any alteration of the roster shall be given to the employee, such notice shall not be given where an alteration is necessary on account of sickness or other absence of an employee.

3.5 Weekend Penalty

All employees in this Section shall be paid at the rate of double ordinary time for all work performed on a Saturday or Sunday.

3.6 Additional Rates

An employee required to work in lavatories, or on outside marble or outside brass, or required to scrub marble, terrazzo, rubber floor coverings, corridors or stairs which necessitate the employee kneeling, shall be paid \$6.18 per week extra.

3.7 Broken Shifts

Employees required to work broken shifts shall be paid \$3.60 for each broken shift so worked in addition to their rate of wages.

3.8 Meal Breaks

- (a) When working overtime, i.e. time worked outside the ordinary hours or shift, employees shall not work more than four hours continuously without being allowed thirty (30) minutes for a meal break at overtime rates, provided that where overtime is worked immediately preceding or following the ordinary hours or shift in excess of one and one half hours they shall be entitled to a meal break of thirty minutes at overtime rates.
- (b) An employee required to work overtime in excess of one and one half hours shall either be supplied with a meal by the employer or paid \$7.41.
- (c) If an employee has provided a meal and is not required to work overtime or is required to work less than the time advised, he shall be paid \$7.41 for the meal so provided.

3.9 Overtime

- (a) The payment of overtime, i.e. time worked outside the ordinary hours or shift, shall be at time and one half for the first two (2) hours and double time thereafter.
- (b) By mutual agreement the rate of overtime may be time off in lieu of overtime provided that:
 - (i) Time off shall be calculated at the penalty equivalent.
 - (ii) The employee is entitled to a fresh choice of overtime payment or time off on each occasion overtime is worked.
 - (iii) Time off must be taken within one calendar month of the working of the overtime or it shall be paid out.
- (c) Each day's overtime stands alone.

NOTE: Where this Section is silent on an issue, please refer to the General Clauses.

WAGES SCHEDULE

Effective from the first pay period commencing on or after 1 October 2001

	Weekly Rate	Part Time / Hourly	Casual / Hourly
Caretaker	\$481.10	\$13.92	\$14.55
Cleaner	\$452.23	\$13.09	\$13.68

Part time rate - time plus 10%

Part time employees shall work not less than 12 hours per week and shall be paid a minimum of 2 hours for each day engaged.

Casual rate - time plus 15% Monday to Friday, inclusive.

All employees shall be paid double time for all work performed on a Saturday or Sunday.

Overtime: The payment of overtime (time worked outside of ordinary hours) shall be at the rate of time and one half for the first 2 hours and double time thereafter.

Broken Shift Allowance	\$3.60
Overtime Meal Allowance	\$7.41
Toilet Cleaning Allowance	\$6.18

CLERKS SECTION

Clause No. Subject Matter

- 4.1. Annual Leave
- 4.2. Long Service Leave
- 4.3. Area, Incidence and Duration

Terms and Conditions of Employment

For terms and conditions of employment under this section, please refer to the Clerical and Administrative Employees (State) Award (Code 135), except for the following Clauses.

4.1 Annual Leave

- (i) Each employee after twelve months service in any one establishment of one employer shall be granted five (5) weeks holidays on full pay.
- (ii) Employees who leave the service of any establishment or is put off before the expiration of twelve months service shall receive proportionate payment accordingly, and in conformity with the *Annual Holidays Act 1944 NSW*.
- (iii) Holidays may be taken in one or two separate periods, and in the case of two periods being agreed upon, the definite commencing dates for each period shall be agreed upon prior to the commencement of the first period of leave being taken.
- (iv) Part-time employees receive pro-rata Annual Leave entitlements.
- (v) Where an employer and employee agree the employee may 'cash in' the fifth week of their Annual Leave. Payment of the 'cashed in' week will be made at the time of taking the bulk of the employee's Annual Leave.
- (vi) In addition to the leave provided for by subclause (i) of this clause, seven-day shift workers, that is, shift workers who are rostered to work regularly on Sundays and holidays, shall be allowed one week's leave; provided that if during the year of employment an employee has served for only a portion of it as a seven-day shift worker, the additional leave shall be one day for every thirty six (36) ordinary shifts

worked as a seven-day shift worker. In this subclause reference to one week and one day shall include holidays and non-working days.

4.2 Long Service Leave

Please refer to General Clauses, Clause 1.18 - Long Service Leave.

4.3 Area, Incidence and Duration

Please refer to General Clauses, Clause 1.7 - Area, Incidence and Duration.

WAGE SCHEDULE

Effective from the first pay period commencing on or after 1 October 2001

Grade	Weekly Rate	Part Time	Casual
Grade 1	\$465.00	\$12.24	\$14.69
Grade 2	\$485.90	\$12.79	\$15.35
Grade 3	\$519.60	\$13.67	\$16.40
Grade 4	\$561.30	\$14.77	\$17.72
Grade 5	\$621.90	\$16.36	\$19.63

JUNIOR RATES.

Qualified Computer Operator

Age	Weekly Rate	Part Time	Casual
At 17 years	\$248.10	\$6.53	\$7.84
At 18 years	\$300.40	\$7.91	\$9.49
At 19 years	\$341.65	\$8.99	\$10.79
At 20 years	\$401.15	\$10.56	\$12.67

All Others

Age	Weekly Rate	Part Time	Casual
Under 17 years	\$193.70	\$5.10	\$6.12
At 17 years	\$239.35	\$6.30	\$7.56
At 18 years	\$290.60	\$7.65	\$9.18
At 19 years	\$327.85	\$8.63	\$10.36
At 20 years	\$383.60	\$10.10	\$12.12

The Broken Hill Allowance of \$12.40 is included in the above rates of pay

Casual Loading - 20% with a minimum payment of 4 hours

Part-time employees shall work not less than 2 days per week and such hours shall be not less than 12 hours per week.

Overtime

Overtime shall be paid at the rate of time and one half for the first 2 hours and double time thereafter.

CLOTHING TRADES SECTION

Clause No. Subject Matter

5.1 Classifications

5.2	Hours of Labour
5.3	Roster
5.4	Overtime
5.5	Apprentices and Junior Employees
5.6	Casual Employees
5.7	Part-Time Employees
5.8	Weekend Penalty

Wage rates in this section are based on the Broken Hill Commerce and Industry Consent Award 2001.

The Clothing Trades (State) Award was used as a guideline for the incorporation of the definitions into this Consent Award

5.1 Classifications

- (a) Seamstress
- (b) Cutter and Patternmaker
- (c) Tradesperson

5.2 Hours of Labour

- (a) As of 1 July 1999 the ordinary hours of work shall not exceed thirty-eight (38) per week, excluding meal breaks and within the following hours:
- (b) Commencing and Ceasing Times
 - (i) Commencing Time

The commencing time of ordinary hours of work by employees shall be 6.00 am Monday to Friday, and 8.00 am Saturday.
 - (ii) Ceasing Time

The times for cessation of the ordinary hours of work by employees shall be 6.00 pm Monday to Saturday inclusive.
- (c) If agreed between employer and employee, the ordinary hours can be averaged over a 12-week period, as per Section 22 (1) - Ordinary Working Hours in the NSW *Industrial Relations Act* 1996.
- (d) An employee who works five (5) ordinary hours or more on any day shall be allowed on such day an unpaid meal break of one hour between the hours commencing not earlier than 11.30 am and finishing not later than 3 pm. Provided that where agreement between the employer and employee, a meal break of between thirty (30) minutes and one hour may apply. The meal break shall be given and taken so that no employee shall work more than five (5) consecutive hours without a meal break.

5.3 Roster

- (a) A roster showing the working hours of all employees for a period of at least seven (7) days in advance shall be posted in a position accessible to all employees.
- (b) Not less than seven (7) days' notice of any alteration of the roster shall be given to the employee, such notice shall not be given where an alteration is necessary on account of sickness or other absence of an employee.

5.4 Overtime

- (a) the Payment of Overtime, I.E. Time Worked Outside the Ordinary Hours Or Shift, Shall be at Time and One Half for the First Two (2) Hours and Double Time Thereafter.
- (b) By mutual agreement the rate of overtime may be time off in lieu of overtime provided that:
 - (i) Time off shall be calculated at the penalty equivalent.
 - (ii) The employee is entitled to a fresh choice of overtime payment or time off on each occasion overtime is worked.
 - (iii) Time off must be taken within one calendar month of the working of the overtime or it shall be paid out.
- (c) Each day's overtime stands alone.

5.5 Apprentices and Junior Employees

- (a) The apprentice provisions contained in this Consent Award are pursuant to Schedule 2, Clause 1 (4) of the *Apprenticeship and Traineeship Act 2001*.
- (b) The minimum wages payable to apprentices, shall be the following percentages of the wage prescribed for an adult tradesperson under this Consent Award.

	First 6 months	Second 6 months
1st year	50%	55%
2nd year	60%	65%
3rd year	70%	75%
4th year	80%	85%

- (c) The minimum rate of wages for junior employees shall be the undermentioned percentages of the rates prescribed for a seamstress.

16 years and under	50%
At 17 years	60%
At 18 years	69%
At 19 years	75%
At 20 years	85%

- (d) Junior employees are to have structured training, internal and/or external, incorporated into their duties.

5.6 Casual Employees

- (a) Casual employees are those who are engaged for irregular short periods for the work of their calling.
- (b) A casual employee shall be paid a minimum engagement of two (2) hours.
- (c) Casual employees in this section shall be paid at the rate of time and 25%, Monday to Saturday inclusive. For all worked performed on a Sunday they shall be paid at the rate of double ordinary time.
- (d) Casual employees, after twelve (12) months' service, shall be entitled to annual leave, calculated at five-forty sevenths (5/47) of the gross earnings.
- (e) Casual employees shall also be granted an annual leave loading of 17.5% of their holiday pay. The loading is payable on annual leave only.
- (f) Casual employees are entitled to long service leave.
- (g) Casual employees, who leave the service of any establishment of one employer or is put off before the expiration of twelve months service, shall receive proportionate payment accordingly.

- (h) Casual employees may be asked to work full-time on a temporary basis to allow coverage for staff absences.

5.7 Part-Time Employees

Adults may be employed as part-time employees in any classification in this section on the following basis:

- (a) Not less than twelve (12) hours per week.
- (b) Not in excess of eight (8) hours per day.
- (c) Part-time employees shall be paid the minimum rostered hours.
- (d) The hours of duty each day shall be worked continuously. Provided that an employee who is required to work longer than four (4) hours shall be granted a meal break of not less and not more than thirty (30) minutes.

The meal break shall be counted as time worked.

- (e) Part-time employees shall be paid hourly rates of pay calculated at one-thirty eighth (1/38) of the weekly rate.
- (f) Notwithstanding anything else contained in this Consent Award, the provisions of this Consent Award with respect to Annual Leave, Annual Leave Loading, Sick Leave, Long Service Leave, Compassionate Leave, Parental Leave and Holidays shall apply to part-time employees on a pro-rata basis for each employee.
- (g) One month’s notice is to be given to change an employee’s employment from part-time to casual.
- (h) Part-time employees may be asked to work full-time on a temporary basis to allow coverage for staff absences.

5.8 Weekend Penalty

Ordinary hours performed on a Saturday shall be paid at the rate of time plus 25%, whilst ordinary hours performed on a Sunday shall be paid at the rate of double time.

NOTE: Where this Section is silent on an issue, please refer to the General Clauses.

WAGES SCHEDULE

Effective from the first pay period commencing on or after 1st October 2001

	Weekly Rate	Part Time / Hourly	Casual / Hourly
Seamstress	\$456.60	\$12.01	\$15.01
Cutter & Pattern Maker	\$495.70	\$13.04	\$16.30
Tradesperson	\$536.25	\$14.11	\$17.63

Apprentices - percentage of Tradesperson Rate \$536.25

		%	Weekly Rate
1st year	1st 6 months	50	\$268.12
	2nd 6 months	55	\$294.93
2nd year	1st 6 months	60	\$321.75
	2nd 6 months	65	\$348.56
3rd year	1st 6 months	70	\$375.37
	2nd 6 months	75	\$402.18

4th year	1st	6 months	80	\$429.00
	2nd	6 months	85	\$455.81

Junior rates of pay - percentage of Seamstress rate \$456.00

	%	Weekly Rate
16 years & under	50	\$228.30
At 17 years	60	\$273.96
At 18 years	69	\$315.05
At 19 years	75	\$342.45
At 20 years	85	\$388.11

Casual employees - Time plus 25% plus A/L & LSL

Part time employees - Time plus pro-rata A/L, LSL & S/L

Penalty Rates -

Saturday - Time plus 25%

Sunday - Double time

Overtime shall be paid at time and one half for the first 2 hours and double time thereafter.

Allowances -

Broken Shift Allowance	\$3.60
Overtime Meal Allowance	\$7.41

FURNISHING TRADES SECTION

Clause No.	Subject Matter
6.1	Hours of Labour
6.2	Casual Employees
6.3	Part-Time Employees
6.4	Overtime
6.5	Apprentices and Junior Employees
6.6	Working Roster
6.7	Weekend Penalty
6.8	Broken Shifts

Wage rates in this section are based on the Broken Hill Commerce and Industry Consent Award 2001.

The Furniture and Furnishing Trades (State) Award was used as a basis for the negotiations of this section.

Definitions

- (1) A tradesperson shall mean a person who has completed an apprenticeship in a recognised trade and has been issued with a trade certificate.
- (2) A Journeyperson shall be deemed to be equivalent to a tradesperson who:
 - (a) is deemed to possess relevant industry experience and skills and adequate training, pursuant to the *Apprenticeship and Traineeship Act 2001* and as such issued a craft certificate or a certificate

of proficiency by the NSW Vocational Training Authority which deems the person to be adequately trained to pursue a particular trade.

- (b) has been awarded a craftsperson certificate by any other like Vocational Training Authority in any other State.
- (3) Indentured Apprentice means a worker who is serving a period of training under an indenture for the purpose of rendering the worker fit to be qualified in a trade.
- (4) Adult Apprentice means a worker engaged as an apprentice who at the time of establishment of the apprenticeship is of or above the age of 21 years.
- (5) Display Making
- (a) Display Maker means an employee (other than a journeyman as defined above) wholly or partly engaged on any operation and/or installation of display materials or exhibition stands including point of sale materials and merchandising devices and panelling or showroom stock fixtures.
 - (b) Assistant Display Maker means an adult worker wholly or partly engaged in cutting, jigsaw cutting, fitting up and/or assembling, laying of carpet, carpet tiles, seagrass, painting, covering, staining, spraying, polishing, rolling, moulding, vacuum forming, wire bending, machining, die cutting, and/or any other composition either of wood, metal or other construction and in any other process connected with display work.
 - (c) General Hand means an adult employee who is otherwise engaged in the industry and performs not more than three of the functions specified in 5b. Assistant Display Maker of this clause under direct supervision.
- (6) Furnishing Trades
- Tradesperson/Journeyman shall mean an employee as defined engaged in:
- (a) Cabinet making, upholstery and/or polishing and employed by retail stores, and in polishing and employed by contract polishers.
 - (b) Carpet or floor covering cutting, planning, measuring, laying or machining.
 - (c) Other adult employees shall mean such employees engaged in:
 - (i) Soft furnishing, loose cover and/or furnishing drapery cutting.
 - (ii) Soft furnishing and/or furnishing drapery fixing and who may be required to measure up.
 - (iii) Making and/or cutting or measuring or fixing inside window blinds other than venetian blinds.
 - (d) Adult employees other than a Tradesperson/Journeyman:
 - (i) First year of experience.
 - (ii) Second year of experience.
 - (iii) Thereafter.
- (7) Picture Frame Makers

- (a) Picture Frame Worker 1 shall mean an adult employee engaged in the finishing or covering of frames by bronzing, gilding, burnishing, staining, spraying, polishing and/or waxing, silk or tapestry and/or any other composition either of wood, metal and/or construction.
- (b) Picture Frame Worker 2 shall mean an adult employee engaged in cutting, jigsaw cutting, fitting up, mount cutting, covering and/or coating of mount and ticket boards, squeezing, applying and/or making compo.
- (c) Picture Frame Worker 3 shall mean an adult employee with more than three months experience in the industry who in addition to other duties as directed may be required to undertake tasks associated with the skill level of a Picture Frame Worker 2.
- (d) Picture Frame Worker 4 shall mean an adult probationary employee with less than three months experience in the industry.

6.1 Hours of Labour

- (a) As of 1 July 1999 the ordinary hours of work shall not exceed thirty-eight (38) per week, excluding meal breaks, but shall be worked between the hours of 6.00 am and 6.00 pm, Monday to Friday.
- (b) The starting and ceasing times shall be fixed by the individual employer to suit the circumstance of the particular business. The starting and ceasing times having been fixed under this clause, no alteration shall be made except by mutual agreement of the parties.
- (c) The meal time shall be one half hour to be taken between 12.00 noon and 2.00 pm

If any employee is not allowed to take his meal break at the appointed time, overtime shall be paid for one half hour and the sum of \$7.41 for the meal.

- (d) If agreeable between employer and employee, the ordinary working hours can be averaged over a 12 week period, as per Section 22 - Ordinary Working Hours in the NSW *Industrial Relations Act* 1996.

6.2 Casual Employees

- (a) Casual employees are those who are engaged for irregular short periods for the work of their calling.
- (b) A casual employee shall be paid a minimum engagement of two (2) hours.
- (c) Casual employees in this section shall be paid at the rate of time and 15%, Monday to Friday inclusive.
- (d) Casual employees, after twelve (12) months' service, shall be entitled to annual leave, calculated at five-forty sevenths (5/47) of the gross earnings.
- (e) Casual employees shall also be granted an annual leave loading of 17.5% of their holiday pay. The loading is payable on annual leave only.
- (f) Casual employees are entitled to long service leave.
- (g) Casual employees, who leave the service of any establishment of one employer or is put off before the expiration of twelve months service, shall receive proportionate payment accordingly.
- (h) Casual employees may be asked to work full-time on a temporary basis to allow coverage for staff absences.

6.3 Part-Time Employees

Adults may be employed as part-time employees in any classification in this section on the following basis:

- (a) Not less than twelve (12) hours per week and not in excess of thirty (30) hours per week.

- (b) Part-time employees shall work a minimum of two (2) days and a maximum of five (5) days per week.
- (c) Part-time employees shall be paid the minimum rostered hours.
- (d) All time worked in excess of rostered hours per day shall be overtime and paid for at the rate prescribed for other weekly employees.
- (e) The hours of duty each day shall be worked continuously. Provided that an employee who is required to work longer than four (4) hours shall be granted a meal break of not less and not more than thirty (30) minutes.

The meal break shall be counted as time worked.

- (f) Part-time employees shall be paid hourly rates of pay calculated at one-thirty eighth (1/38) of the weekly rate.
- (g) The provisions of this Consent Award with respect to Annual Leave, Annual Leave Loading, Sick Leave, Long Service Leave, Compassionate Leave, Parental Leave and Holidays shall apply on a pro-rata basis to part-time employees.
- (h) One month’s notice is to be given to change an employee’s employment from part-time to casual.
- (i) Part-time employees may be asked to work full-time on a temporary basis to allow coverage for staff absences.

6.4 Overtime

- (a) The payment of overtime, i.e. time worked outside the ordinary hours or shift, shall be at time and one half for the first two (2) hours and double time thereafter.
- (b) By mutual agreement the rate of overtime may be time off in lieu of overtime provided that:
 - (i) Time off shall be calculated at the penalty equivalent.
 - (ii) The employee is entitled to a fresh choice of overtime payment or time off on each occasion overtime is worked.
 - (iii) Time off must be taken within one calendar month of the working of the overtime or it shall be paid out.
- (c) Each day’s overtime stands alone.

6.5 Apprentices and Junior Employees

- (a) The apprentice provisions contained in this Consent Award are pursuant to the *Apprenticeship and Traineeship Act 2001*
- (b) The minimum wages payable to apprentices and probationers shall be the following percentages of the wage prescribed for an adult Tradesperson/Journeyperson under this Consent Award.

	Junior	Adult
1st year	51%	61%
2nd year	60%	65%
3rd year	75%	75%
4th year	90%	90%

- (c) The minimum rate of wages for junior employees shall be the following percentages of the rate of pay for the adult classification applicable to the work performed by the junior.

	Display Makers	Furnishing Trades	Picture Frame Makers
Under 16 years	32%	35%	31%
At 16 years	39%	43%	37%
At 17 years	46%	51%	45%
At 18 years	55%	61%	53%
At 19 years	68%	75%	67%
At 20 years	79%	88%	79%

6.6 Working Roster

- (a) A roster showing the working hours of all employees for a period of at least seven (7) days in advance shall be posted in a position accessible to all employees.
- (b) Not less than seven (7) days' notice of any alteration of the roster shall be given to the employee, such notice shall not be given where an alteration is necessary on account of sickness or other absence of an employee.

6.7 Weekend Penalty

All employees in this Section shall be paid at the rate of double ordinary time for all work performed on a Saturday or Sunday.

6.8 Broken Shifts

Employees required to work broken shifts shall be paid \$3.60 for each broken shift so worked in addition to their rate of wages.

NOTE: Where this Section is silent on an issue, please refer to the General Clauses.

WAGES SCHEDULE

Effective from the first pay period on or after 1 October 2001

Furnishing

	Weekly Rate	Part Time	Casual
Tradesperson / Journeyman	\$535.79	\$14.10	\$16.21
Other adult employees as defined engaged in:			
Soft furnishings, etc. - cutting	\$514.92	\$13.55	\$15.58
Soft furnishing fixing, measuring	\$501.61	\$13.20	\$15.18
Making etc. window blinds other than venetian blinds	\$490.53	\$12.90	\$14.84
Adult employees other than tradesperson/Journeyman			
First year of experience	\$442.67	\$11.64	\$13.39
Second year of experience	\$464.19	\$12.21	\$14.04
Thereafter	\$483.28	\$12.71	\$14.62

Apprentices

	%	Weekly Rate

1st year - Junior	51	\$273.25
- Adult	61	\$326.83
2nd Year - Junior	60	\$321.47
- Adult	65	\$348.26
3rd year - Junior	75	\$401.84
- Adult	75	\$401.84
4th year - Junior	90	\$482.21
- Adult	90	\$482.21

Display Making

	Weekly Rate	Part Time	Casual
Display maker	\$531.09	\$13.97	\$16.07
Assistant display maker	\$475.71	\$12.51	\$14.39
General hand	\$427.74	\$11.25	\$12.94
Picture Frame Worker 1	\$509.35	\$13.40	\$15.41
Picture Frame Worker 2	\$488.15	\$12.84	\$14.77
Picture Frame Worker 3	\$454.89	\$11.97	\$13.76
Picture Frame Worker 4	\$440.66	\$11.59	\$13.33

Juniors

Furnishing Trades	%	Weekly	Part Time	Casual
Under 16 years	35	\$162.46	\$4.27	\$4.91
At 16 years	43	\$199.60	\$5.25	\$6.04
At 17 years	51	\$236.73	\$6.22	\$7.16
At 18 years	61	\$283.15	\$7.45	\$8.56
At 19 Years	75	\$348.14	\$9.16	\$10.53
At 20 years	88	\$408.48	\$10.74	\$12.36
Display Makers				
Under 16 years	32	\$169.94	\$4.47	\$5.14
At 16 years	39	\$207.12	\$5.45	\$6.26
At 17 years	46	\$244.30	\$6.42	\$7.39
At 18 years	55	\$292.09	\$7.68	\$8.83
At 19 years	68	\$361.14	\$9.50	\$10.92
At 20 years	79	\$419.56	\$11.04	\$12.69
Picture Frame Maker				
Under 16 years	31	\$157.89	\$4.15	\$4.77
At 16 years	37	\$188.45	\$4.95	\$5.70
At 17 years	45	\$229.20	\$6.03	\$6.93
At 18 years	53	\$269.95	\$7.10	\$8.16
At 19 years	67	\$341.26	\$8.98	\$10.32
At 20 years	79	\$402.38	\$10.58	\$12.17

Overtime Meal Allowance \$7.41
 Broken Shift Allowance \$3.60

Casual employees are paid time plus 15 % with a minimum of 2 hours per start.

Part time employees are to work a minimum of 12 hours per week

Weekend Penalty

All employees shall be paid double time for all work performed on a Saturday or Sunday

Overtime

Overtime is paid at the rate of time and one half for the first 2 hours and double time thereafter.

GARDENERS SECTION

Clause No.	Subject Matter
7.1	Hours of Labour
7.2	Casual Employees
7.3	Part-Time Employees
7.4	Weekend Penalty
7.5	Overtime
7.6	Apprentices and Junior Employees

Wage rates in this section are based on the Broken Hill Commerce and Industry Consent Award 2001.

Definitions

An employee who has completed successfully the Gardening and Horticultural Certificate course at a Technical College (or an equivalent course), shall be classified as a Propagator and/or Gardener with a certificate

7.1 Hours of Labour

- (a) As of 1 July 1999 the ordinary hours of work shall not exceed thirty-eight (38) per week, excluding meal breaks. The hours shall be worked between the hours of 6.00 am and 6.00 pm, Sunday to Saturday inclusive.
- (b) The starting and ceasing times shall be fixed by the individual employer to suit the circumstance of the particular business. The starting and ceasing times having been fixed under this clause, no alteration shall be made except by mutual agreement of the parties.
- (c) The meal time shall be one half hour to be taken between 12.00 noon and 2.00 pm

If any employee is not allowed to take his meal break at the appointed time, overtime shall be paid for one half hour and the sum of \$7.41 for the meal.

- (d) If agreeable between employer and employee, the ordinary working hours can be averaged over a 12 week period, as per Section 22 - Ordinary Working Hours in the NSW *Industrial Relations Act* 1996.

7.2 Casual Employees

- (a) Casual employees are those who are engaged for irregular short periods for the work of their calling.
- (b) A casual employee shall be paid a minimum engagement of three (3) hours.
- (c) Casual employees in this section shall be paid at the rate of time and 15%, Monday to Friday inclusive.
- (d) Casual employees, after twelve (12) months' service, shall be entitled to annual leave, calculated at five-forty sevenths (5/47) of the gross earnings.
- (e) Casual employees shall also be granted an annual leave loading of 17.5% of their holiday pay. The loading is payable on annual leave only.
- (f) Casual employees are entitled to long service leave.
- (g) Casual employees, who leave the service of any establishment of one employer or is put off before the expiration of twelve months service, shall receive proportionate payment accordingly.

- (h) Casual employees may be asked to work full-time on a temporary basis to allow coverage for staff absences.

7.3 Part-Time Employees

Adults may be employed as part-time employees in any classification in this section on the following basis:

- (a) Not less than twelve (12) hours per week and not in excess of thirty-two (32) hours per week.
- (b) Part-time employees shall work a minimum of two (2) hours' pay for each day engaged.
- (c) Part-time employees shall be paid the minimum rostered hours.
- (d) All time worked in excess of eight hours per day shall be overtime and paid for at the rate prescribed for other weekly employees.
- (e) The hours of duty each day shall be worked continuously. Provided that an employee who is required to work longer than four (4) hours shall be granted a meal break of not less and not more than thirty (30) minutes.

The meal break shall be counted as time worked.

- (f) Part-time employees shall be paid hourly rates of pay calculated at one-thirty-eighth (1/38) of the weekly rate.
- (g) The provisions of this Consent Award with respect to Annual Leave, Annual Leave Loading, Sick Leave, Long Service Leave, Compassionate Leave, Parental Leave and Holidays shall apply on a pro-rata basis to part-time employees.
- (h) One month's notice is to be given to change an employee's employment from part-time to casual.
- (i) Part-time employees may be asked to work full-time on a temporary basis to allow coverage for staff absences.

7.4 Weekend Penalty

Ordinary hours performed on a Saturday shall be paid at the rate of time and one half, whilst ordinary hours performed on a Sunday shall be paid at the rate of double time.

7.5 Overtime

- (a) The payment of overtime, i.e. time worked outside the ordinary hours or shift, shall be paid at the rate of time and one half for the first two (2) hours and double time thereafter.
- (b) By mutual agreement the rate of overtime may be time off in lieu of overtime provided that:
 - (i) Time off shall be calculated at the penalty equivalent.
 - (ii) The employee is entitled to a fresh choice of overtime payment or time off on each occasion overtime is worked.
 - (iii) Time off must be taken within one calendar month of the working of the overtime or it shall be paid out.
- (c) Each day's overtime stands alone.

7.6 Apprentices and Junior Employees

(a) The apprentice provisions contained in this Consent Award are pursuant to the *Apprenticeship and Traineeship Act 2001*

(b) The minimum wages payable to apprentices and probationers shall be the following percentages of the wage prescribed for an adult Propagator and/or Gardener with a certificate under this Consent Award.

1st year	55%
2nd year	65%
3rd year	75%
4th year	90%

(c) The minimum rate of wages for junior employees shall be the following percentages of a Gardener without a certificate and a General Hand.

18 years and under	80%
At 19 years	90%
At 20 years	100%

WAGES SCHEDULE

Effective from the first pay period commencing on or after 1 October 2001

Hours of work shall not exceed 38 hours per week excluding meal break

Propagator &/or Gardener

Adult Employee	Weekly Rate	Part Time	Casual
With certificate	\$474.75	\$12.49	\$14.36
Without certificate	\$460.55	\$12.11	\$13.93
General garden hand	\$437.70	\$11.51	\$13.24

Apprentices

	%	Weekly rate
1st year	55	\$261.11
2nd year	65	\$308.58
3rd year	75	\$356.06
4th year	90	\$427.27

Junior Rates

	%	Weekly Rate	Part Time	Casual
Gardener without certificate				
18 years and under	80	\$368.44	\$9.69	\$11.15
At 19 years	90	\$414.49	\$10.90	\$12.54
At 20 years	100	\$460.55	\$12.11	\$13.93
General Garden hand				
18 years and under	80	\$350.16	\$9.21	\$10.59
At 19 years	90	\$393.93	\$10.36	\$11.92
At 20 years	100	\$437.70	\$11.51	\$13.24

Casual Employees - Time plus 15% plus A/L & LSL

Part Time employees - Time plus pro rata A/L, LSL & S/L

The span of hours for part-time employees shall be:

12 hours per week minimum, 32 hours per week maximum and 8 hours per day maximum.

Penalty Rates:

Saturday - Time plus 50%

Sunday - Double time

Overtime - Time and one half for the first 2 hours and double time thereafter.

HAIRDRESSERS SECTION

Clause No.	Subject Matter
8.1	Hours of Labour
8.2	Roster
8.3	Overtime
8.4	Apprentices and Junior Employees
8.5	Tools of Trade
8.6	Casual Employees
8.7	Permanent Part-Time Employees
8.8	Weekend Penalty

Wage rates in this section are based on the Broken Hill Commerce and Industry Consent Award 2001.

Definitions

- (a) Beautician shall mean a person engaged in the work of facial treatment and/or scalp treatment, massage in connection with the foregoing, eyebrow arching and eyebrow tinting.
- (b) Manicurist shall mean a person solely engaged in manicuring.
- (c) Salon Assistant shall mean a person engaged as a General Hand who shall be prohibited from trade work other than shampooing and basin work.
- (d) Electrolygist shall mean a person engaged in the work of electrolysis.

8.1 Hours of Labour

- (a) As of 1 July 1999 the ordinary hours of work shall not exceed thirty-eight (38) per week, excluding meal breaks.
- (b) If agreed between employer and employee, the ordinary hours can be averaged over a 12 week period, as per Section 22 (1) - Ordinary Working Hours in the NSW *Industrial Relations Act* 1996.

- (c) An employee who works five (5) ordinary hours or more on any day shall be allowed on such day an unpaid meal break of one hour between the hours commencing not earlier than 11.30 am and finishing not later than 3 pm.
- (d) Hairdresser trading hours under this Consent Award shall be:
- (i) Commencing Time
- The commencing time of ordinary hours of work by employees shall be 8.00 am Monday to Saturday.
- (ii) Ceasing Time
- The times for cessation of the ordinary hours of work by employees shall be 9.00 pm Monday to Friday and 6.00 pm Saturday.
- (e) All employees shall be entitled to at least 12 hours rest break between the cessation of one day's work and the commencement of the next day's work.
- (f) Shift Penalties
- Notwithstanding any other provision for ordinary hours within this Consent Award, an employee may be engaged to work ordinary hours as set out below as part of their ordinary hours roster, providing they are paid the following additional penalty
- (i) All ordinary hours worked after 6.00 pm Monday to Friday, inclusive, 25%.
- (ii) All ordinary hours worked on Saturday, 25%.

8.2 Roster

- (a) A roster showing the working hours of all employees for a period of at least seven (7) days in advance shall be posted in a position accessible to all employees.
- (b) Not less than seven (7) days' notice of any alteration of the roster shall be given to the employee, such notice shall not be given where an alteration is necessary on account of sickness or other absence of an employee.
- (c)
- (i) Employees already employed on 27 July 1994, may elect not to work on Saturdays between the hours of 12.30 pm and 6.00 pm or week nights between the hours of 6.00 pm and 9.00 pm as part of their ordinary time rostered hours.
- (ii) All employees employed after 27 July 1994, shall be eligible to be rostered during any ordinary working period.

8.3 Overtime

- (a) The payment of overtime, i.e. time worked outside the ordinary hours or shift, shall be at time and one half for the first two (2) hours and double time thereafter provided that employees shall attend to any customer who may be in the shop at closing time and shall put away any equipment without payment of overtime for the first ten minutes; should the ten minutes be exceeded the employee shall be paid for the full overtime so worked.
- (b) By mutual agreement the rate of overtime may be time off in lieu of overtime provided that:

- (i) Time off shall be calculated at the penalty equivalent.
 - (ii) The employee is entitled to a fresh choice of overtime payment or time off on each occasion overtime is worked.
 - (iii) Time off must be taken within one calendar month of the working of the overtime or it shall be paid out.
- (c) Each day's overtime stands alone.

8.4 Apprentices and Junior Employees

- (a) The apprentice provisions contained in this Consent Award are pursuant to the *Apprenticeship and Traineeship Act 2001*.
- (b) The minimum wages payable to apprentices and probationers doing ladies' hairdressing and/or men's hairdressing and wig making or board work generally, shall be the following percentages of the wage prescribed for an adult hairdresser under this Consent Award.

1st year	40%
2nd year	55%
3rd year	70%
4th year	85%

- (c) The minimum wages payable to apprentices and probationers and who have completed one year's pre-apprenticeship course in hairdressing provided by the Department of Technical and Further Education shall be the following percentages of the wage prescribed for an adult hairdresser under this Consent Award.

2nd year (first 6 months only)	55%
3rd year	70%
4th year	85%

- (d) The minimum wages payable to apprentices or probationers doing beauty culture shall be the following percentages of the wage prescribed for a beautician under this Consent Award.

1st year	40%
2nd year	55%
3rd year	70%
4th year	85%

- (e) A Salon Assistant under 21 years of age shall be paid the following percentages of the wage prescribed for a Salon Assistant of 21 years and over.

Under 16 years of age	40%
At 16 years of age	50%
At 17 years of age	60%
At 18 years of age	70%
At 19 years of age	80%
At 20 years of age	90%

8.5 Tools of Trade

The employer shall supply and maintain the tools of a hairdresser which shall include scissors and combs.

8.6 Casual Employees

- (a) Casual Employees Are Those Who Are Engaged for Irregular Short Periods for the Work of Their Calling.
- (b) Casual employees in this section shall be paid at the appropriate weekly rate divided by 38 plus 25% with a minimum payment as for two hour's work.
- (c) Casual employees, after twelve (12) months' service, shall be entitled to annual leave, calculated at five-forty sevenths (5/47) of the gross earnings.
- (d) Casual employees shall also be granted an annual leave loading of 17.5% of their holiday pay. The loading is payable on annual leave only.
- (e) Casual employees are entitled to long service leave.
- (f) Casual employees, who leave the service of any establishment of one employer or is put off before the expiration of twelve months service, shall receive proportionate payment accordingly.
- (g) Casual employees may be asked to work full-time on a temporary basis to allow coverage for staff absences.

8.7 Permanent Part-Time Employees

- (a) A part-time employee shall mean an employee who is employed to work regular days and regular hours, but such hours shall not be less than fifteen (15) hours per week, nor more than thirty (30) hours per week.
- (b) Part-time employees shall be paid hourly rates of pay calculated at one-thirty eighth (1/38) of the weekly rate plus 10%.
- (c) Notwithstanding anything else contained in this Consent Award, the provisions of this Consent Award with respect to Annual Leave, Annual Leave Loading, Sick Leave, Long Service Leave, Compassionate Leave, Parental Leave and Holidays shall apply to part-time employees on a pro-rata basis for each employee.
- (d) One month's notice is to be given to change an employee's employment from part-time to casual.
- (e) Part-time employees may be asked to work full-time on a temporary basis to allow coverage for staff absences.

8.8 Weekend Penalty

Ordinary hours performed on a Saturday shall be paid at the rate of time plus 25%, whilst ordinary hours performed on a Sunday shall be paid at the rate of double time.

NOTE: Where this Section is silent on an issue, please refer to the General Clauses.

WAGE SCHEDULE

Effective from the first pay period commencing on or after 1 October 2001

HAIRDRESSERS	Weekly Rate	Part Time Hourly Rate	Casual Hourly Rate
Male/Female Senior	\$517.55	\$14.98	\$17.02

APPRENTICES	%	Weekly Rate
1st year	40	\$207.02
2nd year	55	\$284.65

3rd year	70	\$362.28
4th year	85	\$439.91

APPRENTICES (with 1 year's pre-apprenticeship course through TAFE)	%	Weekly Rate
2nd Year (first 6 months only)	55	\$284.65
3rd year	70	\$362.28
4th year	85	\$439.91

SALON ASSISTANT	%	Weekly Rate	Part Time	Casual
Senior operator		\$480.35	\$13.90	\$15.80
Juniors				
Under 16 years	40	\$192.14	\$5.56	\$6.32
At 16 years	50	\$240.17	\$6.95	\$7.90
At 17 years	60	\$288.21	\$8.34	\$9.48
At 18 years	70	\$336.24	\$9.73	\$11.06
At 19 years	80	\$384.28	\$11.12	\$12.64
At 20 years	90	\$432.31	\$12.51	\$14.22
BEAUTY THERAPIST	%	Weekly Rate	Part Time	Casual
Senior operator		\$476.45	\$13.79	\$15.67
Juniors				
At 17 years	40	\$190.58	\$5.51	\$6.26
At 18 years	55	\$262.04	\$7.58	\$8.61
At 19 years	70	\$333.51	\$9.65	\$10.97
At 20 years	85	\$404.98	\$11.72	\$13.32

Penalty Rates - Full time and Part time employees working ordinary hours only.

Monday to Friday after 6.00 p.m. - Time plus 25%

Saturday - time plus 25%

All overtime is to be paid at the rate of time and one half for the first 2 hours and double time thereafter.

HANDYPERSON & TOWN LABOURERS SECTION

Clause No. Subject Matter

- 9.1 Hours of Labour
- 9.2 Casual Employees
- 9.3 Part-Time Employees
- 9.4 Weekend Penalty
- 9.5 Overtime

Wage rates in this section are based on the Broken Hill Commerce and Industry Consent Award 2001.

Definitions

- (a) A Handyman is defined as a person employed as such who is regularly required to carry out repairs of a minor nature. Where no appropriate tradesperson is employed, they may be called upon to perform maintenance work.

Any person employed as a handyman is to be paid the adult rate irrespective of age.

- (b) A Town Labourer is defined as a labourer other than a Builder's Labourer.

9.1 Hours of Labour

- (a) As of 1 July 1999 the ordinary hours of work shall not exceed thirty-eight (38) per week, excluding mealbreaks. The hours shall be worked between the hours of 6.00 am and 6.00 pm, Sunday to Saturday inclusive.
- (b) The starting and ceasing times shall be fixed by the individual employer to suit the circumstance of the particular business. The starting and ceasing times having been fixed under this clause, no alteration shall be made except by mutual agreement of the parties.
- (c) The meal time shall be one half hour to be taken between 12.00 noon and 2.00 pm

If any employee is not allowed to take his meal break at the appointed time, overtime shall be paid for one half hour and the sum of \$7.41 for the meal.

- (d) If agreeable between employer and employee, the ordinary working hours can be averaged over a 12 week period, as per Section 22 - Ordinary Working Hours in the NSW *Industrial Relations Act* 1996.

9.2 Casual Employees

- (a) Casual employees are those who are engaged for irregular short periods for the work of their calling.
- (b) A casual employee shall be paid a minimum engagement of three (3) hours.
- (c) Casual employees in this section shall be paid at the rate of time and 15%, Monday to Friday inclusive.
- (d) Casual employees, after twelve (12) months' service, shall be entitled to annual leave, calculated at five-forty sevenths ($5/47$) of the gross earnings.
- (e) Casual employees shall also be granted an annual leave loading of 17.5% of their holiday pay. The loading is payable on annual leave only.
- (f) Casual employees are entitled to long service leave.
- (g) Casual employees, who leave the service of any establishment of one employer or is put off before the expiration of twelve months service, shall receive proportionate payment accordingly.
- (h) Casual employees may be asked to work full-time on a temporary basis to allow coverage for staff absences.

9.3 Part-Time Employees

Adults may be employed as part-time employees in any classification in this section on the following basis:

- (a) Not less than twelve (12) hours per week and not in excess of thirty-two (32) hours per week.
- (b) Part-time employees shall work a minimum of two (2) hours' pay for each day engaged.
- (c) Part-time employees shall be paid the minimum rostered hours.
- (d) All time worked in excess of seven point six hours per day shall be overtime and paid for at the rate prescribed for other weekly employees.
- (e) The hours of duty each day shall be worked continuously. Provided that an employee who is required to work longer than four (4) hours shall be granted a meal break of not less and not more than thirty (30) minutes.

The meal break shall be counted as time worked.

- (f) Part-time employees shall be paid hourly rates of pay calculated at one-thirty eighth (1/38) of the weekly rate.
- (g) The provisions of this Consent Award with respect to Annual Leave, Annual Leave Loading, Sick Leave, Long Service Leave, Compassionate Leave, Parental Leave and Holidays shall apply on a pro-rata basis to part-time employees.
- (h) One month's notice is to be given to change an employee's employment from part-time to casual.
- (i) Part-time employees may be asked to work full-time on a temporary basis to allow coverage for staff absences.

9.4 Weekend Penalty

Ordinary hours performed on a Saturday shall be paid at the rate of time and one half, whilst ordinary hours performed on a Sunday shall be paid at the rate of double time.

9.5 Overtime

- (a) The payment of overtime, i.e. time worked outside the ordinary hours or shift, shall be at time and one half for the first two (2) hours and double time thereafter.
- (b) By mutual agreement the rate of overtime may be time off in lieu of overtime provided that:
 - (i) Time off shall be calculated at the penalty equivalent.
 - (ii) The employee is entitled to a fresh choice of overtime payment or time off on each occasion overtime is worked.
 - (iii) Time off must be taken within one calendar month of the working of the overtime or it shall be paid out.
- (c) Each day's overtime stands alone.

WAGE SCHEDULE

Effective from the first pay period commencing on or after 1 October 2001

	Weekly Rate	Part Time Hourly Rate	Casual Hourly Rate
Handyperson	\$499.55	\$13.14	\$15.11
Town Labourer	\$446.00	\$11.73	\$13.49

JUNIOR RATES - TOWN LABOURER

	%	Weekly Rate	Part Time	Casual
Under 16 years	60	\$267.60	\$7.04	\$8.09
At 16 years	70	\$312.20	\$8.21	\$9.44
At 17 years	80	\$356.80	\$9.38	\$10.79
At 18 years	100	\$446.00	\$11.73	\$13.49

Penalty rates

Saturday - Time plus 50%

Sunday - double time

Broken Shift Allowance \$3.60

Overtime Meal Allowance \$7.41

HOTELS SECTION

Subject Matter

Terms and Conditions of Employment

Clause - Annual Leave

Clause - Long Service Leave

Clause - Area, Incidence and Duration

Terms and Conditions of Employment

For definitions, terms and conditions of employment under this section, please refer to the H0008 - Hospitality Industry - Accommodation, Hotels, Resorts and Gaming Award (Code AW783479) except for the following Clauses.

Clause - Annual Leave

- (i) Each employee after twelve months service in any one establishment of one employer shall be granted five (5) weeks holidays on full pay.
- (ii) Employees who leave the service of any establishment or is put off before the expiration of twelve months service shall receive proportionate payment accordingly, and in conformity with the *Annual Holidays Act 1944*.
- (iii) Holidays may be taken in one or two separate periods, and in the case of two periods being agreed upon, the definite commencing dates for each period shall be agreed upon prior to the commencement of the first period of leave being taken.
- (iv) Part-time employees receive pro-rata Annual Leave entitlements.
- (v) Where an employer and employee agree the employee may 'cash in' the fifth week of their Annual Leave. Payment of the 'cashed in' week will be made at the time of taking the bulk of the employee's Annual Leave.
- (vi) In addition to the leave provided for by subclause (i) of this clause, seven-day shift workers, that is, shift workers who are rostered to work regularly on Sundays and holidays, shall be allowed one week's leave; provided that if during the year of employment an employee has served for only a portion of it as a seven-day shift worker, the additional leave shall be one day for every thirty six (36) ordinary shifts

worked as a seven-day shift worker. In this subclause reference to one week and one day shall include holidays and non-working days.

Clause - Long Service Leave

Please refer to General Clauses, Clause 1.20 - Long Service Leave.

Clause - Area, Incidence and Duration

Please refer to General Clauses, Clause 1.7 - Area, Incidence and Duration.

WAGE SCHEDULE

FULL TIME EMPLOYEES

Operative from the first full pay period on or after 1 October 2001

Classifications	New Weekly \$	Mon - Fri \$	Saturday \$	Sunday \$	Public Holidays \$
Food & Beverage Att Gd 1 (bar useful)	442.50	11.64	14.56	20.38	29.11
Food & Beverage Att Gd 2 (bar attendant)	467.60	12.31	15.38	21.53	30.76
Food & Beverage Att Gd 3 (TAB, pokies)	485.90	12.79	15.98	22.38	31.97
Food & Beverage Att Gd 4	519.60	13.67	17.09	23.93	34.18
Food & Beverage Supervisor	561.30	14.77	18.46	25.85	36.93
Kitchen Attendant Gd 1	442.50	11.64	14.56	20.38	29.11
Kitchen Attendant Gd 2	467.60	12.31	15.38	21.53	30.76
Kitchen Attendant Gd 3	485.90	12.79	15.98	22.38	31.97
Cook Gd 1 (breakfast, grill cook)	467.60	12.31	15.38	21.53	30.76
Cook Gd 2	485.90	12.79	15.98	22.38	31.97
Cook Gd 3 (commis chef, qualified chef)	519.60	13.67	17.09	23.93	34.18
Cook Gd 4 (demi chef, first cook)	561.30	14.77	18.46	25.85	36.93
Cook Gd 5 (chef de partie)	580.20	15.27	19.09	26.72	38.17
Guest Service Gd 1 (cleaner)	442.50	11.64	14.56	20.38	29.11
Guest Service Gd 2 (room attendant)	467.60	12.31	15.38	21.53	30.76
Guest Service Gd 3	485.90	12.79	15.98	22.38	31.97
Guest Service Gd 4	519.60	13.67	17.09	23.93	34.18
Guest Service Supervisor	561.30	14.77	18.46	25.85	36.93
Storeperson Gd 1	467.60	12.31	15.38	21.53	30.76
Storeperson Gd 2	485.90	12.79	15.98	22.38	31.97
Storeperson Gd 3	519.60	13.67	17.09	23.93	34.18
Handyperson	485.90	12.79	15.98	22.38	31.97
Doorperson & Security Officer Gd 1	467.60	12.31	15.38	21.53	30.76
Timekeeper & Security Officer Gd 2	485.90	12.79	15.98	22.38	31.97
Leisure Att Gd 1	467.60	12.31	15.38	21.53	30.76
Leisure Att Gd 2	485.90	12.79	15.98	22.38	31.97
Leisure Att Gd 3	519.60	13.67	17.09	23.93	34.18
Persons not otherwise provided for	442.50	11.64	14.56	20.38	29.11
Introductory Level	425.80	11.21	14.01	19.61	28.01

Forklift driver	485.90	12.79	15.98	22.38	31.97
Front Office Gr 1	467.60	12.31	15.38	21.53	30.76
Front Office Gr 2	485.90	12.79	15.98	22.38	31.97
Front Office Gr 3	519.60	13.67	17.09	23.93	34.18
Front Office Supervisor	561.30	14.77	18.46	25.85	36.93
Clerical Gr 1	467.60	12.31	15.38	21.53	30.76
Clerical Gr 2	485.90	12.79	15.98	22.38	31.97
Clerical Gr 3	519.60	13.67	17.09	23.93	34.18
Clerical Supervisor	561.30	14.77	18.46	25.85	36.93

PART TIME EMPLOYEES

Operative from the first full pay period on or after 1 October 2001

Classifications	Mon - Fri \$	Saturday \$	Sunday \$	Public Holidays \$
Food & Beverage Att Gd 1 (bar useful)	11.64	14.56	20.38	29.11
Food & Beverage Att Gd 2 (bar attendant)	12.31	15.38	21.53	30.76
Food & Beverage Att Gd 3 (TAB, pokies)	12.79	15.98	22.38	31.97
Food & Beverage Att Gd 4	13.67	17.09	23.93	34.18
Food & Beverage Supervisor	14.77	18.46	25.85	36.93
Kitchen Attendant Gd 1	11.64	14.56	20.38	29.11
Kitchen Attendant Gd 2	12.31	15.38	21.53	30.76
Kitchen Attendant Gd 3	12.79	15.98	22.38	31.97
Cook Gd 1 (breakfast, grill cook)	12.31	15.38	21.53	30.76
Cook Gd 2	12.79	15.98	22.38	31.97
Cook Gd 3 (commis chef, qualified chef)	13.67	17.09	23.93	34.18
Cook Gd 4 (demi chef, first cook)	14.77	18.46	25.85	36.93
Cook Gd 5 (chef de partie)	15.27	19.09	26.72	38.17
Guest Service Gd 1 (cleaner)	11.64	14.56	20.38	29.11
Guest Service Gd 2 (room attendant)	12.31	15.38	21.53	30.76
Guest Service Gd 3	12.79	15.98	22.38	31.97
Guest Service Gd 4	13.67	17.09	23.93	34.18
Guest Service Supervisor	14.77	18.46	25.85	36.93
Storeperson Gd 1	12.31	15.38	21.53	30.76
Storeperson Gd 2	12.79	15.98	22.38	31.97
Storeperson Gd 3	13.67	17.09	23.93	34.18
Handyperson	12.79	15.98	22.38	31.97
Doorperson & Security Officer Gd 1	12.31	15.38	21.53	30.76
Timekeeper & Security Officer Gd 2	12.79	15.98	22.38	31.97
Leisure Att Gd 1	12.31	15.38	21.53	30.76
Leisure Att Gd 2	12.79	15.98	22.38	31.97
Leisure Att Gd 3	13.67	17.09	23.93	34.18
Persons not otherwise provided for	11.64	14.56	20.38	29.11
Introductory Level	11.21	14.01	19.61	28.01
Forklift driver	12.79	15.98	22.38	31.97
Front Office Gd 1	12.31	15.38	21.53	30.76
Front Office Gr 2	12.79	15.98	22.38	31.97

Front Office Gr 3	13.67	17.09	23.93	34.18
Front Office Supervisor	14.77	18.46	25.85	36.93
Clerical Gr 1	12.31	15.38	21.53	30.76
Clerical Gr 2	12.79	15.98	22.38	31.97
Clerical Gr 3	13.67	17.09	23.93	34.18
Clerical Supervisor	14.77	18.46	25.85	36.93

CASUAL EMPLOYEES

Operative from the first full pay period on or after 1 October 2001

Classifications	Mon - Fri	Saturday	Sunday	Public Holidays
	*1.25 \$	*1.50 \$	*1.75 \$	*2.75 \$
Food & Beverage Att Gd 1 (bar useful)	14.55	17.46	20.37	32.01
Food & Beverage Att Gd 2 (bar attendant)	15.39	18.47	21.54	33.85
Food & Beverage Att Gd 3 (TAB, pokies)	15.99	19.19	22.38	35.17
Food & Beverage Att Gd 4	17.09	20.51	23.92	37.59
Food & Beverage Supervisor	18.46	22.16	25.85	40.62
Kitchen Attendant Gd 1	14.55	17.46	20.37	32.01
Kitchen Attendant Gd 2	15.39	18.47	21.54	33.85
Kitchen Attendant Gd 3	15.99	19.19	22.38	35.17
Cook Gd 1 (breakfast, grill cook)	15.39	18.47	21.54	33.85
Cook Gd 2	15.99	19.19	22.38	35.17
Cook Gd 3 (commis chef, qualified chef)	17.09	20.51	23.92	37.59
Cook Gd 4 (demi chef, first cook)	18.46	22.16	25.85	40.62
Cook Gd 5 (chef de partie)	19.09	22.91	26.72	41.99
Guest Service Gd 1 (cleaner)	14.55	17.46	20.37	32.01
Guest Service Gd 2 (room attendant)	15.39	18.47	21.54	33.85
Guest Service Gd 3	15.99	19.19	22.38	35.17
Guest Service Gd 4	17.09	20.51	23.92	37.59
Guest Service Supervisor	18.46	22.16	25.85	40.62
Storeperson Gd 1	15.39	18.47	21.54	33.85
Storeperson Gd 2	15.99	19.19	22.38	35.17
Storeperson Gd 3	17.09	20.51	23.92	37.59
Handyperson	15.99	19.19	22.38	35.17
Doorman & Security Officer Gd 1	15.39	18.47	21.54	33.85
Timekeeper & Security Officer Gd 2	15.99	19.19	22.38	35.17
Leisure Att Gd 1	15.39	18.47	21.54	33.85
Leisure Att Gd 2	15.99	19.19	22.38	35.17
Leisure Att Gd 3	17.09	20.51	23.92	37.59
Persons not otherwise provided for	14.55	17.46	20.37	32.01
Introductory Level	14.01	16.82	19.62	30.83
Forklift driver	15.99	19.19	22.38	35.17
Front Office Gr 1	15.39	18.47	21.54	33.85
Front Office Gr 2	15.99	19.19	22.38	35.17
Front Office Gr 3	17.09	20.51	23.92	37.59

Front Office Supervisor	18.46	22.16	25.85	40.62
Clerical Gr 1	15.39	18.47	21.54	33.85
Clerical Gr 2	15.99	19.19	22.38	35.17
Clerical Gr 3	17.09	20.51	23.92	37.59
Clerical Supervisor	18.46	22.16	25.85	40.62

Apprentice cooks - % of Level 4 (Cook Grade 3)

	%	22/05/01
1st year	46.5	\$241.61
2nd year	55.5	\$288.38
3rd year	68.8	\$357.48
4th year	81.3	\$422.43

As of the 1 October 2001 the apprentice % of Level 4 - Cook grade 3 will be as follows:

1st year	55%	\$285.78
2nd year	65%	\$337.74
3rd year	80%	\$415.68
4th year	95%	\$493.62

Junior Employees (other than office juniors)

To be paid the following percentages of the rates prescribed for the appropriate adult classification for the work performed for the area in which such junior is working.

17 years and under	70%
At 18 years	80%
At 19 years	90%
At 20 years	100%

Junior employees on reaching the age of 18 may be employed in the selling of liquor, provided that they are paid the adult rate for the work being performed.

Junior Office Employees

Age	Per cent
At 15 years of age and under	50
At 16 years of age	60
At 17 years of age	70
At 18 years of age	80
At 19 years of age	90
At 20 years of age	1st year adult service

Casual Hourly rates - Monday to Friday - Time plus 25% Casual Only Saturday - Time + 50%

Full-time & Part-time Hourly rates - SATURDAY ONLY - Time plus 25%

SUNDAY HOURLY RATE

Full-time, Part-time and Casual - Time plus 75%

PUBLIC HOLIDAY HOURLY RATE

Full-time, Part-time -Time plus 150% Casual Only Time + 175%

Penalty Rates

Full-time and Part-time employees receive the same penalty that applies to Casual Employees for work performed on Saturday, Sunday or a Public Holiday.

Broken Shift Allowance	\$1.65 for time worked between 2 and 3 hours \$2.58 for time worked over 3 hours
Overtime Meal Allowance	\$9.05
Board & Lodging Deduction	\$7.10 from employees who don't reside on the premises and are supplied meals during the employees spread of working hours.
Fork Lift Driver Allowance	\$7.50 per week

Refer to award for complete list of allowances and deduction.

The Broken Hill allowance of \$12.40 is included in the above pay rates

KINDERGARTEN & CHILD CARE CENTRES

Clause No.	Subject Matter
11.1	Hours of Labour
11.2	Overtime
11.3	Penalty Rates
11.4	Implementation of 38 Hour Week
11.5	Rostered Days Off Duty
11.6	Rest Pauses
11.7	Junior Employees
11.8	Part-Time Employees
11.9	Casual Employees
11.10	Public Holidays
11.11	Uniforms & Protective Clothing
11.12	In-Service - Pre-Schools & Out of School Hours Care Centres
11.13	Examination and Study Leave
11.14	First Aid Allowance
11.15	Mixed Functions
11.16	Vacation Leave

Wage rates in this section are based on negotiations in the Broken Hill Commerce & Industry Consent Award 2001.

Definitions

- (a) Housekeeper - shall mean an employee other than a leading hand who is mainly responsible for the supervision and control of domestic staff and who may be required, from time to time, to perform any of the duties of such staff.
- (b) Child Care Worker Grade 4 - means an unqualified employee:
 - (i) who assists in general child care duties under the direction and supervision of a qualified teacher or a Child Care Worker Grade 1 or a Child Care Worker Grade 2.
 - (ii) A Child Care Worker Grade 4 who successfully completes the Certificate in Child Care studies or the Associate Diploma in Child Care studies conducted by the appropriate standard authority to be of equivalent qualification shall upon such completion be classified as a Child Care Worker Grade 3 or where appropriate as a Child Care Worker Grade 1.

- (c) Child Care Worker Grade 3 - means an employee who has successfully completed the Child Care Certificate, Certificate in Child Care studies or the Associate Diploma in Child Care studies conducted by TAFE:
- (i) who assists in general child care duties under the direction and supervision of a qualified teacher or a Child Care Worker Grade 1 or Child Care Worker Grade 2.
- (d) Child Care Worker Grade 2 - means a unqualified employee:
- (i) who is required to develop and/or maintain a developmentally or educationally based curriculum programme, and/or who may be in charge and/or responsible for the supervision of a group of children.
 - (ii) A Child Care Worker Grade 2 who successfully completes the Certificate in Child Care studies or the Associate Diploma in Child Care studies conducted by TAFE shall upon such completion be classified as a Child Care Worker Grade 1 and commence on the rate of pay prescribed for the first year for that classification.
- (e) Child Care Worker Grade 1 - means an employee who has successfully completed the Child Care Certificate or the Certificate in Child Care studies or the Associate Diploma in Child Care studies conducted by TAFE or a course regarded by the employer as comparable or a course accepted by the appropriate standard authority to be of equivalent qualification or who is in the opinion of the employer sufficiently qualified or experienced to be so classified:
- (i) who is required to develop and/or maintain a developmentally or educationally based curriculum program, and/or who may be in charge of and/or responsible for the supervision of a group of children.
- (f) Leading Hand - means an employee placed in charge of other employees and shall be paid the appropriate additional amount per week.
- (g) General Assistant - means an adult employee who:
- (i) works under general supervision performing clerical duties which involve the exercise of some initiative and minor decision making within a regular work routine; and/or
 - (ii) is employed as a typist, stenographer, book keeper, ledger posting or similar accounting machine operator, computer operator, receptionist; and/or
 - (iii) who assists in general child care duties under the direction and supervision of a qualified teacher or a Child Care Worker Grade 1 or Child Care Worker Grade 2.

An introductory level for a General Assistant shall be applicable if an employee has not achieved the appropriate level of training and has less than 3 months experience either in the industry, or in another industry where the employee performed work similar to that which he/she is required to perform under this Consent Award.

Note:

Current General Assistants receiving \$13.45 per hour will attract the following rate of pay during this Consent Award. This is not a rate of pay for recruitment or advancement and is paid on a "personal to holder" basis only:

\$13.72 per hour.

- (h) Shift Work
- (i) Night Shift - means any shift finishing subsequent to midnight and at or before 8.00 am or any shift commencing at or after midnight and before 5.00 am.

- (ii) Afternoon Shift - means any shift finishing after 6.30 pm and at or before 6.30 am.
- (iii) Early Morning Shift - means any shift commencing at or after 5.00 am and before 6.30 am.
- (iv) Night Shift, Non-rotating - means any shift system in which night shifts are worked which do not rotate or alternate with another shift so as to give the employee at least one third of their working time off night shift in each roster cycle.

11.1 Hours of Labour

- (a) The ordinary working hours, inclusive of crib breaks, shall not, without payment of overtime, exceed an average of thirty-eight per week. Such hours shall be worked as follows:
 - (i) Day Workers: Between the hours of 6.30 am and 6.30 pm, Monday to Friday, inclusive. The above hours shall be worked on each day in either one or two shifts provided that the total hours worked on any pay shall not exceed eight hours without the payment of overtime.
 - (ii) Shift Workers: Fixed shifts of not more than eight hours' duration to be worked on five days of the week, Monday to Sunday inclusive.
- (b) The employer shall, by legible notice displayed at some place accessible to the employees, notify the ordinary hours of commencing and ceasing work and the ordinary times of crib breaks. Such hours, once notified, shall not be changed without the payment of overtime except by seven day's notice to the employee, excepting by mutual agreement between the employer and the employee, or where alteration is necessary on account of sickness or other absence of an employee.
- (c) If agreed between employer and employee, the ordinary hours of labour worked can be averaged over a 12 week period, as per Section 22(1) - Ordinary Working Hours in the NSW *Industrial Relations Act* 1996.

11.2 Overtime

- (a) The payment of overtime, i.e. time worked outside the ordinary hours or shift, shall be paid at the rate of time and one half for the first two (2) hours and double time thereafter.
- (b) By mutual agreement the rate for overtime may be time off in lieu of overtime provided that:
 - (1) Time off shall be calculated at the penalty equivalent.
 - (2) The employee is entitled to a fresh choice of payment or time off on each occasion overtime is worked.
 - (3) Time off must be taken within one calendar month of the working of the overtime or it shall be paid out.
- (c) Each day's overtime stands alone.

11.3 Penalty Rates

Notwithstanding any other provision for ordinary hours within this Consent Award, an employee may be engaged to work ordinary hours as set out above in the Definitions, as part of their ordinary hours roster, providing they are paid the following additional penalty.

(a)

Early morning shift	10%
Afternoon shift	15%
Night shift, rotating with day or afternoon shift	17.5%
Night shift, non-rotating	30%

(b) Saturday & Sunday Work During Ordinary Hours

(i) Shift workers required to work their ordinary hours on a Saturday and/or Sunday shall be paid for all time so worked at the following rates:

Saturday	Time and one half
Sunday	Double Time

(ii) The allowances prescribed in this clause shall be in substitution for and not cumulative upon the shift work allowances prescribed above.

(c) Saturday & Sunday Work - Day Workers

Except as otherwise provided in this Consent Award, work performed on Saturdays and Sundays shall be paid for as follows:

(i) Work performed on Saturday shall be paid for at the rate of time and one-half for the first three hours and double time thereafter with a minimum payment of not less than four hours at such rate.

(ii) Work performed on Sunday shall be paid for at the rate of double time.

(d) Broken Shifts

Employees required to work broken shifts shall be paid \$3.50 for each broken shift so worked in addition to their rate of wages.

11.4 Implementation of 38 Hour Week

(a) The ordinary hours of work shall not exceed an average of 38 per week, as provided in clause 1, Hours of Labour. An employee shall accrue 0.4 of an hour (i.e. 24 minutes) for each eight-hour shift or day worked to give an entitlement to take an accrued rostered day off in each four-week cycle as though worked.

(b)

(i) Each day of paid leave taken (including annual leave but not including long service leave or any period of paid or unpaid stand-down) and any public holiday occurring during any cycle of four weeks shall be regarded as a day worked for accrual purposes. Provided, however, that accrued days off shall not be regarded as part of annual leave for any purpose.

(ii) Notwithstanding the provisions of paragraph (i) of this subclause, an employee shall be entitled to no more than twelve paid accrued days off in any twelve months of consecutive employment.

(iii) An employee who has not worked a complete four week cycle in order to accrue a rostered day off, shall be paid a pro rata amount for credits accrued for each day worked in such cycle payable for the rostered day off or, in the case of termination of employment, on termination (i.e., an amount of 24 minutes for each 8 hour day worked).

(c) Subject to subclause (b) of this clause, an employee shall accrue an entitlement to rostered days off in any twelve months of consecutive employment to the extent provided in the following table:

Number of Weeks Establishment Open Per Year	Accrued Days off Per Year
40 weeks	10
41 weeks	10.25
42 weeks	10.50
43 weeks	10.75
44 weeks	11.00
45 weeks	11.25
46 weeks	11.50
47 weeks	11.75
48 weeks - 52 weeks	12.00

(d) The method of implementation of the 38 hour week shall be any of the following:

19 Day Month -

(i) By mutual agreement between the employer and employee concerned, the employer may fix one work day in every fourth week as an accrued rostered day off to the extent of such rostered days off accrued in accordance with subclause (c) of this clause; or

Accumulation -

(ii)

(1) Establishments Operating 48 - 52 Weeks - The employee may accrue sufficient accrued days off to enable such days to be taken as rostered days off to a maximum block of five days at any one time in any twelve months of consecutive employment, and provided that no two blocks of rostered days off shall follow on consecutively.

The employee shall take such rostered days off by mutual agreement with the employer.

(2) Establishments Operating 40 - 47 Weeks - An employee may accrue sufficient accrued days off to the extent accrued in accordance with subclause (c) of this clause to enable such days to be taken as rostered days off to a maximum block of seven days at any one time in any twelve months of consecutive employment. Provided that any days accrued in excess of seven days in any twelve months of consecutive employment may be subsumed into a period of paid stand down.

The employee shall take such rostered days off by mutual agreement with the employer.

General Assistants - Are required to take their 5 weeks Annual Leave and 10 days Rostered Days Off during the Christmas break. General Assistants will work the duration of all other School Holidays.

Part-time Employees - A part-time employee who works five days per week shall accrue an entitlement to rostered days off in the same ratio of weeks worked to accrued days as set out in subclause (c) of this clause.

Such rostered days off shall then be taken in accordance with this subclause.

A part-time employee who works less than five days per week shall be paid for all hours worked in lieu of an entitlement to accrued days off prescribed by this clause.

- (e) Casual Employees - A casual employee shall be paid for all hours worked in lieu of an entitlement to accrued days off prescribed by this clause.

11.5 Rostered Days Off Duty

- (a) Rostering -
- (i) Notice - Except as provided in paragraph (ii), an employee shall be advised by the employer at least four weeks in advance of the day or days he or she is to be rostered off duty.
 - (ii) Substitution - An individual employee with the agreement of the employer may substitute the day they are rostered off duty for another day.
 - (iii) Payment of Wages - Where an employee is paid by cash or cheque and such employee is rostered off duty on a day which coincides with pay day, such employee shall be paid no later than the working day immediately following pay day.
 - (iv) Accumulation - Rostered days off may accumulate in accordance with paragraph (ii) of subclause (d) of clause 4 of this award.
- (b) Payment of Rostered Days Off - For every ordinary hour paid for, payment to the employee of one twentieth (5%) of the hourly rate will be withheld by the employer and then paid in the pay week in which the employee's rostered day off is taken.
- (c) Rostered Day Off Falling on a Public Holiday - Where an employee's rostered day off falls on a public holiday the employee and the employer shall agree to the substitution of an alternative day off. Provided, however, that where such an agreement is not reached the substituted day may be determined by the employer.
- (d) Sick Leave and Rostered Days Off - An employee is not eligible for sick leave in respect of absences on rostered days off as such absences are outside the ordinary hours of duty.
- (e) Compassionate Leave and Rostered Days Off - An employee shall not be entitled to payment for compassionate leave in respect of absences on rostered days off as such absences are outside the ordinary hours of duty.
- (f) Work on Rostered Day Off - Except as provided in paragraph (ii) of subclause (a) of this clause, any employee required to work on a rostered day off shall be paid in accordance with the provisions of clause 2, Overtime, of this award and an alternative day shall be granted as a rostered day off.

11.6 Rest Pauses

All employees shall be allowed a tea break of ten minutes per shift between the second and third hour from starting time and, if the work exceeds seven hours from starting time the employee shall be allowed a further tea break of ten minutes, to be taken at a time mutually convenient to the employer and the employees in the establishment concerned.

See *Children (Care & Protection) Act 1987* for provisions relating to supervision of children.

11.7 Junior Employees

- (a) Juniors may not be employed as Housekeepers, Cooks or Cleaners. Juniors shall be paid the following percentages of the appropriate adult rate of pay specified for the classification under which the junior is engaged:

Under 17 years	70%
At 17 years	80%
At 18 years	90%
At 19 years	100%

- (b) Junior employees employed otherwise than in accordance with subclause (a) of this clause, shall be paid the appropriate adult rate of pay. The employment of junior employees is further subject to the following conditions:

- (i) The ratio of juniors to adults employed in any capacity in any establishment shall not exceed the following ratios -

Where up to 20 children are catered for - one junior to one adult.

Where over 20 children are catered for - one junior to two adults.

- (ii) Junior employees engaged as trainee Child Care Workers Grade 1 shall be required, as a condition of employment, to train as such. Such employees shall attend the Associate Diploma of Social Science (Child Studies) Course or such other technical college course as is necessary.
- (iii) The employer shall, in respect of each trainee Child Care Worker Grade 1, pay all fees and charges necessary to attend and complete the said course and shall, if necessary, allow the employee time off duty without deduction of pay to attend the said course.
- (iv) An employer shall not, as a result of coming into force of this award, retrench, terminate the services or alter the position of any existing adult employee to their prejudice, including replacement by a junior employee.

11.8 Part-Time Employees

Adults may be employed as part-time employees in any classification in this section on the following basis.

- (a) Not less than twelve (12) hours per week.
- (b) Part-time employees shall be paid a minimum of three hours' pay for each day engaged.
- (c) Part-time employees shall be paid the minimum rostered hours.
- (d) All time worked in excess of eight hours per day shall be overtime and paid for at the rate prescribed for other weekly employees.
- (e) The hours of duty each day shall be worked continuously. Provided that an employee who is required to work longer than four hours shall be granted a meal break of not less and not more than thirty minutes.
- The meal break shall be counted as time worked.
- (f) Part-time employees shall be paid hourly rates of pay calculated at 1/38th of the weekly rate plus 10%.
- (g) Notwithstanding anything else contained in this Consent Award, the provisions of this Consent Award with respect to Annual Leave, Annual Leave Loading, Sick Leave, Long Service Leave, Compassionate

Leave, Parental Leave and Holidays shall apply to part-time employees on a pro-rata basis for each employee.

- (h) One month's notice is to be given to change an employee's employment from part-time to casual.
- (i) Part-time employees may be asked to work full-time on a temporary basis to allow coverage for staff absences.

11.9 Casual Employees

- (a) Casual employees are those who are engaged for irregular short periods for the work of their calling.
- (b) A casual employee shall be paid a minimum engagement of four hours. A casual cleaner shall be paid a minimum engagement of two hours.
- (c) Casual employees in this section shall be paid hourly rates of pay calculated at 1/38th of the weekly rate plus 20%, Monday to Friday, inclusive.
- (d) Casual employees, after twelve months service, shall be entitled to annual leave, calculated at five-forty sevenths of the gross earnings.
- (e) Casual employees, shall also be granted an annual leave loading of 17.5% of their holiday pay. The loading is payable on annual leave only.
- (f) Casual employees are entitled to long service leave.
- (g) Casual employees who leave the service of any establishment of one employer or is put off before the expiration of twelve months service shall receive proportionate payment accordingly.
- (h) Casual employees may be asked to work full-time on a temporary basis to allow coverage for staff absences.

11.10 Public Holidays

- (a) The following shall be recognised public holidays:

New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Labour Day, Queen's Birthday, Christmas Day and Boxing Day.
- (b) The above holidays with all gazetted statewide holidays shall be observed and for such holidays the employee shall be paid.
- (c) Employees engaged in the Child Care Industry in the County of Yancowinna required to work on any such holiday prescribed shall be paid for at the rate of double time and one half the ordinary rate with a minimum payment of four hours.
- (d)
 - (i) Where a holiday, as prescribed in this Consent Award in Clause 1.28 of the General Clauses, occurs on the rostered day or days off of a seven-day shift worker and:-
 - (1) the employee is not required to work on that day, the employer shall pay such employee eight hours' ordinary pay in respect of such day;
 - (2) the employee is required to work on that day, the employer shall pay such employee eight hours' ordinary pay in respect of such time and in addition at the rate of time and one-half for the first eight hours (with a minimum payment of four hours) and double time and one-half thereafter.

- (ii) The employer may, in lieu of the payment of eight hours' ordinary pay prescribed in paragraph (i) of this subclause, add a day to the annual leave period.
 - (iii) Any day or days added in accordance with this subclause shall be the working day or days immediately following the annual leave period to which the employee is entitled under Clause 1.28 of the General Clauses of this Consent Award.
 - (iv) Where the employment of an employee has been terminated and the employee thereby becomes entitled under section 4 of the *Annual Holidays Act 1944*, to payment in lieu of an annual holiday with respect to a period of employment, they shall be entitled also to an additional payment for each day accrued to them under this clause, at the appropriate ordinary rate of pay, if payment has not already been made in accordance with paragraph (i) of this subclause.
- (e) For the purpose of this clause any employee whose ordinary hours of work commence before or continue past midnight shall be regarded as working on a holiday only if the greater number of their working hours fall on the holiday, in which case all time worked shall be regarded as holiday work; provided that if the number of ordinary hours worked before and past midnight is equal, all ordinary time worked shall be regarded as time worked on the day on which the shift commenced.

11.11 Uniforms & Protective Clothing

- (a) In the event of an employee being required to wear a uniform such uniform shall be provided by and laundered at the employer's expense, or, by mutual agreement, such employees shall be paid an amount of \$4.33 per week under Clause 1.27 of the General Clauses of this Consent Award.
- (b) Rubber Boots: Where employees are required to work outside or in toilets in wet conditions they shall be supplied with rubber boots, which shall remain the property of the employer.
- (c) Rubber Gloves: Where employees are required to clean toilets or to use acids or other injurious substances or detergents they shall be supplied with rubber gloves, which shall remain the property of the employer and shall be replaced by the employer when unserviceable.
- (d) Protective clothing, overalls or uniforms supplied pursuant to this Consent Award shall remain the property of the employer and shall be returned upon termination of employment.

11.12 In-Service - Pre-Schools & Out of School Hours Care Centres

- (a) This clause shall apply only to pre-schools operating 40 weeks per year and out of school hours care centres operating 40 weeks per year.
- (b) Employees may be required to attend Child Care Centre approved in-service courses totalling up to an accrued value time of 38 hours duration in any calendar year. In computing attendance at in-service courses, each year shall stand alone.
- (c) Attendance at such in-service courses may be during stand-down (non-term) time.
- (d) An employee attending in-service courses outside their ordinary hours of work shall accrue such hours as "accrued value time" at the rate of one and a half hours accrued for each of the first two hours of such in-service attended and two hours accrued for each additional hour of in-service attendance thereafter. In computing "accrued value time" each day's in-service shall stand alone.

Such "accrued value time" shall count toward hours of attendance at in-service courses in accordance with subclause (b) of this clause.

- (e) Employees attending in-service courses as compulsory attendance only, shall be reimbursed for travel, accommodation and meals.

11.13 Examination and Study Leave

An employee who for the purpose of obtaining the Associate Diploma of Social Science (Child Studies) enrolls at a College of Technical and Further Education shall be granted leave with pay on the day of any examination required in the course. Provided that such leave of absence shall only be approved where a month's prior notice is given to enable alternative staffing arrangements to be effected.

11.14 First Aid Allowance

A first aid allowance of \$5.87 shall be paid to all employees with a First Aid Certificate. Employees must pay for the renewal of such certificate.

11.15 Mixed Functions

An employee engaged during a day or shift on work carrying a higher rate than their ordinary classification shall receive:

- (a) for work 30 minutes or more shall be paid an allowance of \$10.30 for the day or shift.
- (b) this clause shall not apply to General Assistants alternating between office and child care duties that perform part of the definition of a General Assistant.

11.16 Vacation Leave

Staff employed in services, which are closed during the year for school vacation periods receive payment at the normal rate of pay during these vacations. During the Christmas vacation only, an employee with insufficient credit of leave to maintain the ordinary rate of pay may be stood down without the pay for a maximum of four weeks.

This will not apply to General Assistant Classification.

WAGES SCHEDULE

Effective from the first pay period commencing on or after 1 October 2001

Hours of work shall not exceed 38 hours per week excluding meal breaks

Classification	Weekly Rate	Part Time	Casual
Child Care Worker			
Grade 1			
1st year	\$535.40	\$15.49	\$16.90
2nd year	\$545.52	\$15.79	\$17.22
3rd year	\$555.31	\$16.07	\$17.53
Grade 2			
1st year	\$472.25	\$13.67	\$14.91
2nd year	\$485.06	\$14.04	\$15.31
3rd year	\$496.75	\$14.37	\$15.68
Grade 3	\$485.06	\$14.04	\$15.31
Grade 4			
1st year	\$445.96	\$12.90	\$14.08
2nd year	\$450.89	\$13.05	\$14.23
3rd year	\$455.70	\$13.19	\$14.39
4th year	\$460.15	\$13.32	\$14.53
General Assistant			
Grade 1	\$494.80	\$14.32	\$15.62
Grade 2	\$470.47	\$13.61	\$14.85
Housekeeper	\$472.25	\$13.67	\$14.91

First/Alone cook	\$465.05	\$13.46	\$14.68
Assistant cook	\$460.57	\$13.33	\$14.54
Cleaners	\$450.89	\$13.05	\$14.23

Leading Hand	Per Week	Or	Per Day
1 - 5 employees	\$12.28		\$2.45
6 - 10 employees	\$17.75		\$3.55
11 - 15 employees	\$23.84		\$4.76
16 - 20 employees	\$29.83		\$5.96

Shift Work		Junior % Of Appropriate Adult Rate
Early	10%	Under 17 - 70%
Afternoon	15%	At 17 - 80%
Night Rotating	17.5%	At 18 - 90%
Night Non-Rotating	30%	At 19 - 100%
Broken Shift Allowance	\$3.60	
Overtime Meal Allowance	\$7.41	
Toilet Allowance	\$6.18 per week	
First Aid Allowance	\$5.87 per week	

MEAT INDUSTRY (PROCESSING)

Clause No.	Subject Matter
4.1.	Annual Leave
4.2.	Long Service Leave
4.3.	Area, Incidence and Duration

Terms and Conditions of Employment

For terms and conditions of employment under this section, please refer to the Federal Meat Industry (Processing) Award, except for the following Clauses.

4.1 Annual Leave

- (i) Each employee after twelve months service in any one establishment of one employer shall be granted five (5) weeks holidays on full pay.
- (ii) Employees who leave the service of any establishment or is put off before the expiration of twelve months service shall receive proportionate payment accordingly, and in conformity with the *Annual Holidays Act 1944 NSW*.
- (iii) Holidays may be taken in one or two separate periods, and in the case of two periods being agreed upon, the definite commencing dates for each period shall be agreed upon prior to the commencement of the first period of leave being taken.
- (iv) Part-time employees receive pro-rata Annual Leave entitlements.
- (v) Where an employer and employee agree the employee may 'cash in' the fifth week of their Annual Leave. Payment of the 'cashed in' week will be made at the time of taking the bulk of the employee's Annual Leave.
- (vi) In addition to the leave provided for by subclause (i) of this clause, seven-day shift workers, that is, shift workers who are rostered to work regularly on Sundays and holidays, shall be allowed one week's leave;

provided that if during the year of employment an employee has served for only a portion of it as a seven-day shift worker, the additional leave shall be one day for every thirty six (36) ordinary shifts worked as a seven-day shift worker. In this subclause reference to one week and one day shall include holidays and non-working days.

4.2 Long Service Leave

Please refer to General Clauses, Clause 1.18 - Long Service Leave.

4.3 Area, Incidence and Duration

Please refer to General Clauses, Clause 1.7 - Area, Incidence and Duration.

WAGE SCHEDULE

Effective from the first pay period commencing on or after 1 October 2001

Adult Employees	Weekly Rate \$	Hourly Rate \$
Level 6	519.60	13.67
Level 5	493.00	12.97
Level 4	479.70	12.62
Level 3	468.40	12.33
Level 2	453.60	11.94
Level 1	425.80	11.20

Junior Employees	Age	%	Weekly Rate \$	Hourly Rate \$
Level 6	Under 17 years	50	259.80	6.84
	17 to under 18 years	60	311.76	8.20
	18 to under 19 years	75	389.70	10.26
	19 to 20 years	85	441.66	11.62

Junior Employees	Age	%	Weekly Rate \$	Hourly Rate \$
Level 5	Under 17 years	50	246.50	6.49
	17 to under 18 years	60	295.80	7.78
	18 to under 19 years	75	369.75	9.73
	19 to 20 years	85	419.05	11.03

Junior Employees	Age	%	Weekly Rate \$	Hourly Rate \$
Level 4	Under 17 years	50	239.85	6.31
	17 to under 18 years	60	287.82	7.57
	18 to under 19 years	75	359.78	9.47
	19 to 20 years	85	407.75	10.73

Junior Employees	Age	%	Weekly Rate \$	Hourly Rate \$
Level 3	Under 17 years	50	234.20	6.16
	17 to under 18 years	60	281.04	7.40
	18 to under 19 years	75	351.30	9.24
	19 to 20 years	85	398.14	10.48

Junior Employees	Age	%	Weekly Rate \$	Hourly Rate \$
Level 2	Under 17 years	50	226.80	5.97
	17 to under 18 years	60	272.16	7.16
	18 to under 19 years	75	340.20	8.95
	19 to 20 years	85	385.56	10.15

Junior Employees	Age	%	Weekly Rate \$	Hourly Rate \$
Level 1	Under 17 years	50	212.90	5.60
	17 to under 18 years	60	255.48	6.72
	18 to under 19 years	75	319.35	8.40
	19 to 20 years	85	361.93	9.52

Other Rates and Allowances

Meal Allowance		\$7.73
Leading Hand Allowance	3 to <10 employees	\$7.31
	>10 employees	\$10.92

Saturday Work

All overtime worked on a Saturday shall be paid at the rate of time and a half for the first three hours and double time thereafter.

Sunday Work

All overtime worked on a Sunday shall be paid at double time with a minimum payment of four hours.

The above rates include the Broken Hill Allowance of \$12.40.

MOTELS SECTION

Clause No. Subject Matter

Terms and Conditions of Employment

- 23. Annual Leave
Long Service Leave
- 35. Area, Incidence and Duration

A property holding a "Hoteliers' Licence" shall, for the purposes of this Consent Award, be classified as a Hotel and pay in accordance with the provisions under the Hotels section not the Motels section.

Wage rates in this section are based on negotiations in the Broken Hill Commerce and Industry Consent Award 2001.

Terms and Conditions of Employment

For terms and conditions of employment under this section, please refer to the Motels, Accommodation and Resorts (Federal) Award, (Code AW787952) except for the following Clauses.

23. Annual Leave

- (i) Each employee after twelve months service in any one establishment of one employer shall be granted five (5) weeks holidays on full pay.
- (ii) Employees who leave the service of any establishment or is put off before the expiration of twelve months service shall receive proportionate payment accordingly, and in conformity with the *Annual Holidays Act* 1944.
- (iii) Holidays may be taken in one or two separate periods, and in the case of two periods being agreed upon, the definite commencing dates for each period shall be agreed upon prior to the commencement of the first period of leave being taken.
- (iv) Part-time employees receive pro-rata Annual Leave entitlements.
- (v) Where an employer and employee agree the employee may 'cash in' the fifth week of their Annual Leave. Payment of the 'cashed in' week will be made at the time of taking the bulk of the employee's Annual Leave.
- (vi) In addition to the leave provided for by subclause (i) of this clause, seven-day shift workers, that is, shift workers who are rostered to work regularly on Sundays and holidays, shall be allowed one week's leave; provided that if during the year of employment an employee has served for only a portion of it as a seven-day shift worker, the additional leave shall be one day for every thirty six (36) ordinary shifts worked as a seven-day shift worker. In this subclause reference to one week and one day shall include holidays and non-working days.

Long Service Leave

Please refer to General Clauses, Clause 1.18 - Long Service Leave.

35. Area, Incidence and Duration

Please refer to General Clauses, Clause 1.7 - Area, Incidence and Duration.

WAGE SCHEDULE

Effective from the first full pay period on or after the 1 October 2001

	Full Time	Part Time	Full Time Part Time Public Holiday	Casual Mon Fri	Casual Sat	Note: All Employees Sun	Casual Public Holiday
Introductory Level Three months period for employees that are inexperienced	425.80	11.21	28.03	14.01	16.81	19.61	30.82
LEVEL 1 Hospitality service grade 1	442.50	11.64	29.10	14.56	17.47	20.38	32.03
LEVEL 2 Hospitality service grade 2 Admin & front office grade 1 Leisure attendant grade 1	467.60	12.31	30.78	15.38	18.46	21.53	33.84

LEVEL 3 Hospitality service grade 3 Admin & front office grade 2 Leisure attendant grade 2	485.90	12.79	31.98	15.98	19.18	22.38	35.16
LEVEL 4 Hospitality service grade 4 Admin & front office grade 3 Leisure attendant grade 3	519.60	13.67	34.18	17.09	20.51	23.93	37.60
LEVEL 5 Hospitality service grade 5 Admin & front office supervisor	561.30	14.77	36.93	18.46	22.16	25.85	40.62
LEVEL 6 Hospitality service grade 6	580.20	15.27	38.18	19.09	22.90	26.72	41.99

Apprentice Cooks - See Level 4		%	14/05/2001
1st year		55%	285.78
2nd year		65%	337.74
3rd year		80%	415.68
4th year		95%	493.62

Junior Employees (other than office juniors)

To be paid the following percentages of the rates prescribed for the appropriate adult classification for the work performed for the area in which such junior is working.

17 years and under	70%
At 18 years	80%
At 19 years	90%
At 20 years	100%

Junior employees on reaching the age of 18 may be employed in the selling of liquor, provided that they are paid the adult rate for the work being performed.

Junior Office Employees

Age	Per cent
At 15 years of age and under	50
At 16 years of age	60
At 17 years of age	70
At 18 years of age	80
At 19 years of age	90
At 20 years of age	1st year adult service

Broken shift Allowance	\$1.65 for time worked between 2 and 3 hours \$2.58 for time worked over 3 hours
Overtime Meal Allowance	\$9.05
Board & Lodging Deduction	\$7.10 from employees who don't reside on the premises and are supplied meals during the employees spread of working hours
Fork Lift Driver Allowance	\$7.50 per week

Refer to award for complete list of allowances and deduction.

The above rates include the Broken Hill Allowance of \$12.40.

Casual Hourly rates - Monday to Friday - Time plus 25%

Casual Only Saturday - Time + 50%

Full-time & Part-time Hourly rates - SATURDAY ONLY

-Time plus 25%

SUNDAY HOURLY RATE -

Full-time, Part-time - Time plus 75%

PUBLIC HOLIDAY HOURLY RATE

Full-time, Part-time - Time plus 150%

Casual Only - Time plus 175%

NATIONAL TRAINING WAGE SECTION

Subject Matter

Terms and Conditions of Employment

Clause - Annual Leave

Clause - Long Service Leave

Clause - Area, Incidence and Duration

Terms and Conditions of Employment

For definitions, terms and conditions of employment under this section, please refer to the National Training Wage Award, except for the following Clauses:

Clause - Annual Leave

- (i) Each employee after twelve months service in any one establishment of one employer shall be granted five (5) weeks holidays on full pay.
- (ii) Employees who leave the service of any establishment or is put off before the expiration of twelve months service shall receive proportionate payment accordingly, and in conformity with the *Annual Holidays Act* 1944 NSW.
- (iii) Holidays may be taken in one or two separate periods, and in the case of two periods being agreed upon, the definite commencing dates for each period shall be agreed upon prior to the commencement of the first period of leave being taken.
- (iv) Part-time employees receive pro-rata Annual Leave entitlements.
- (v) Where an employer and employee agree the employee may 'cash in' the fifth week of their Annual Leave. Payment of the 'cashed in' week will be made at the time of taking the bulk of the employee's Annual Leave.
- (vi) In addition to the leave provided for by subclause (i) of this clause, seven-day shift workers, that is, shift workers who are rostered to work regularly on Sundays and holidays, shall be allowed one week's leave; provided that if during the year of employment an employee has served for only a portion of it as a seven-day shift worker, the additional leave shall be one day for every thirty six (36) ordinary shifts worked as a seven-day shift worker. In this subclause reference to one week and one day shall include holidays and non-working days.

Clause - Long Service Leave

Please refer to General Clauses, Clause 1.18 - Long Service Leave.

Clause - Area, Incidence and Duration

Please refer to General Clauses, Clause 1.7 - Area, Incidence and Duration.

NB: Trainee pay increases are effective from the 1st January annually, as increases are incremented from "years out of school", not "years of service" nor "birthday anniversary".

WAGE SCHEDULE

Effective from the first pay period commencing on or after 1 October 2001

Skill Level A

Private, Local Government, Sports Admin, Engineering Technician, Education, Office Administration, Real Estate, Finance

Skill Level B

Manufacturing, Retail, Hospitality, Sports Catering, Small Business, Transport, Automotive, Sports Sales/Marketing, Childcare, Printing, Security

Skill Level C

Rural Skills, Horticulture, Community Radio, Music, Engineering, Foundation, Racing, Grounds, Maintenance, Piggery Attendant, Dairy Farming

Full Time Traineeships

Traineeship - Wage Level A

School Leaver	Highest Year of Schooling Completed		
	Year 10 \$ per week	Year 11 \$ per week	Year 12 \$ per week
	154.80 (50%)	191.65 (33%)	
	180.40 (33%)	216.30 (25%)	262.40
+ 1 year out of school	216.30	262.40	305.45
+ 2 years	262.40	305.45	354.65
+ 3 years	305.45	354.65	405.90
+ 4 years	354.65	405.90	
+ 5 years or more	405.90		

Traineeship - Wage Level B

School Leaver	Highest Year of Schooling Completed		
	Year 10 \$ per week	Year 11 \$ per week	Year 12 \$ per week
	154.80 (50%)	191.65 (33%)	
	180.40 (33%)	216.30 (25%)	252.15
+ 1 year out of school	216.30	252.15	290.10
+ 2 years	252.15	290.10	340.30
+ 3 years	290.10	340.30	387.90
+ 4 years	340.30	387.90	
+ 5 years or more	387.90		

Traineeship - Wage Level C

School Leaver	Highest Year of Schooling Completed		
	Year 10 \$ per week	Year 11 \$ per week	Year 12 \$ per week
	154.80 (50%)	191.65 (33%)	
	180.40 (33%)	216.30 (25%)	242.90
+ 1 year out of school	216.30	242.90	272.65
+ 2 years	242.90	272.65	305.45
+ 3 years	272.65	305.45	342.90
+ 4 years	305.45	342.90	
+ 5 years or more	342.90		

* Figures in brackets indicate the average proportion of time spent in approved training to which the associated wage is applicable. Where not specifically indicated the rate is 20%.

Adult Trainees

An adult trainee who is undertaking a traineeship for AQF IV qualification shall receive the following weekly wage as applicable based on the allocation of AQF III qualifications:

Wage Level	First Year of Traineeship \$ per week	Second Year of Traineeship \$ per week
Wage Level A	420.90	436.90
Wage Level B	401.90	416.90
Wage Level C	355.90	368.90

School Based Traineeships

	Year of Schooling	
	Year 11 \$ per week	Year 12 \$ per week
School Based Traineeships Wage levels A, B & C	197.91	216.45

Part Time Traineeships (Including School Based)

These hourly rates will apply to the vast majority of traineeships. This includes Traineeships where all approved training is off the job as well as those comprising on the job training or a combination of both on and off the job training where the proportion of approved training remains at the standard NTW proportion of 20%. The part time formula is still contained in the award for other part time traineeships. The hourly rates apply as follows:

Where the approved training is totally on the job and the average proportion of time in training is the standard NTW proportion of 20%, these rates apply to the total hours on the job (i.e. work and training) and then 20% is deducted.

Where the approved training is partly on and partly off the job and the average proportion of time in training is the standard NTW proportion of 20%, these rates apply to the total of all hours spent in work and training and then 20% is deducted.

Part Time Traineeships

Trainees who have left school - Wage Level A

	Year 10 \$ per hour	Year 11 \$ per hour	Year 12 \$ per hour
School Leaver	6.51	7.15	8.63
1 year after leaving school	7.12	8.63	10.05
2 years	8.63	10.05	11.67
3 years	10.05	11.67	13.35
4 years	11.67	13.35	
5 years or more	13.35		

Trainees who have left school - Wage Level B

	Year 10 \$ per hour	Year 11 \$ per hour	Year 12 \$ per hour
School Leaver	6.51	7.12	8.29
1 year after leaving school	7.12	8.29	9.54
2 years	8.29	9.54	11.19
3 years	9.54	11.19	12.76
4 years	11.19	12.76	
5 years or more	12.76		

Trainees who have left school - Wage Level C

	Year 10 \$ per hour	Year 11 \$ per hour	Year 12 \$ per hour
School Leaver	6.51	7.12	7.99
1 year after leaving school	7.12	7.99	8.97
2 years	7.99	8.97	10.05
3 years	8.97	10.05	11.28
4 years	10.05	11.28	
5 years or more	11.28		

School Based Traineeships

	Year of Schooling	
	Year 11 \$ per hour	Year 12 \$ per hour
School Based Traineeships Wage levels A, B & C	6.51 per hour	7.12 per hour
Rate including 20% loading**	7.81 per hour	8.54 per hour

**A trainee undertaking a school based traineeship may, with the agreement of the trainee, be paid an additional loading of 20% on all ordinary hours in lieu of annual leave, sick leave, personal leave and public holidays. Notwithstanding this, where a trainee is called upon to work on a public holiday the provisions of the relevant award shall apply.

PLANT OPERATORS AND EARTHMOVING SECTION

Clause No. Subject Matter

	Terms and Conditions of Employment
19.	Sick Leave
22.	Annual Leave
23.	Long Service Leave
29.	Annual Leave Loading
45.	Area, Incidence and Duration

Terms and Conditions of Employment

For terms and conditions of employment under this section, please refer to the Plant, &c., Operators on Construction (State) Award, except for the following Clauses:

In addition to the wage rates prescribed in the Plant, &c., Operators on Construction (State) Award, (Code 534) the Broken Hill Allowance of \$12.40 per week shall be applied.

19. Sick Leave

Please refer to General Clauses, Clause 1.30 - Sick Leave.

22. Annual Leave

Please refer to General Clauses, Clause 1.3 which reads as follows:

- (i) Each employee after twelve months service in any one establishment of one employer shall be granted five (5) weeks holidays on full pay. Provided that by a agreement between the employer and employee, one (1) weeks entitlement under this clause may be "cashed out" and the period of actual leave reduced to four weeks. Each year stands alone.
- (ii) Employees who leave the service of any establishment or is put off before the expiration of twelve months service shall receive proportionate payment accordingly, and in conformity with the *Annual Holidays Act* 1944 NSW.
- (iii) Holidays may be taken in one or two separate periods, and in the case of two periods being a greed upon, the definite commencing dates for each period shall be agreed upon prior to the commencement of the first period of leave being taken.
- (iv) Part-time employees receive pro-rata Annual Leave entitlements.

23. Long Service Leave

Please refer to General Clauses, Clause 1.18 - Long Service Leave.

29. Annual Leave Loading

Please refer to General Clauses, Clause 1.4 - Annual Leave Loading.

45. Area, Incidence and Duration

Please refer to General Clauses, Clause 1.7 - Area, Incidence and Duration.

WAGE SCHEDULE

Effective from the first full pay period to commence on or after 1 October 2001

WAGES

Classification	Weekly Rate Inc BH Allowance \$	Casual Hourly Rate 1.15% \$
Group A	493.20	14.93
Group B	511.00	15.46
Group C	528.90	16.01
Group D	536.30	16.23
Group E	545.00	16.49
Group F	550.40	16.66
Group G	559.60	16.94
Group H	570.00	17.25
Powder Monkey	570.00	17.25

The Above rates include the Broken Hill Allowance of \$12.40.

Note: Casual Employees- special conditions apply; please refer to the State Award.

ALLOWANCES

Description	Amount
Leading Hands Allowance-In Charge	
2-5 Employees	16.80
6-10 Employees	23.80
more than 10 Employees	30.30
Operator in Charge of Plant	11.95 per week
Meal Allowance	9.30 per meal
Each subsequent meal	7.55 per meal
First-Aid Minimum Qualification Certificate	1.84 per day
First-Aid Higher Certificate	2.88 per day
Civil and/or Mechanical projects	18.50 per week
Waste Disposal	0.89 per hour
Country Work	
Unbroken week	308.50
Broken week	44.10 per day
Broken Hill Allowance	12.40 per week
Living Away from Home Allowance	25.00 per day

Note: Industry allowance and travel pattern loading are paid in addition to the weekly rates of pay and are both paid for all purposes of the award

Notes:

The above information should be read in conjunction with the abovementioned award

RESTAURANTS, FISH SHOPS AND CAFES WHERE MEALS ARE SERVED

Clause No. Subject Matter

16.1 Definitions

- 16.2 Hours of Labour
- 16.3 Overtime
- 16.4 Penalty Rates
- 16.6 Part-Time Employees
- 16.7 Roster
- 16.8 Public Holidays
- 16.9 Broken Shifts
- 16.10 Apprentices and Junior Employees

Wages rates in this section are based on negotiations in the Broken Hill Commerce and Industry Consent Award 2001.

The Restaurant, &c., Employees (State) Award was used as a guideline for the definitions used in this Consent Award.

16.1 Definitions

- (a) First Cook in Charge (Qualified Cook) shall mean a cook who has successfully completed and can produce appropriate documentary evidence to their employer to the effect that they have successfully completed an apprenticeship in cooking at any approved or recognised school or college, or has completed an appropriate trade course at such college.
- (b) Second and Subsequent Cooks shall mean an employee who may be required to perform any working duties including that of relieving the chef on his rostered days off or when on annual leave.
- (c) Bar Attendant shall mean any person employed for more than two hours in any one day or night in supplying, dispensing or mixing of liquor and service of same to waiting staff.
- (d) Waiter/Waitress shall mean an employee engaged in waiting on tables and performing duties allied thereto, such as setting up tables, cleaning silver and other table appointments.

16.2 Hours of Labour

- (a) As of 1 July 1999 the ordinary hours of work shall not exceed thirty-eight hours per week, excluding half an hour each day for meal time, and shall be worked in five days.
- (b) All employees shall be entitled to two full days off each week.
- (c) If agreed between employer and employee, the ordinary working hours can be averaged over a 12-week period, as per Section 22 - Ordinary Working Hours in the NSW *Industrial Relations Act*, 1996.
- (d) An employee who works five ordinary hours or more shall be allowed on any such day an unpaid meal break of one hour between the hours commencing not earlier than 11.30 am and finishing not later than 3.00 pm. Provided that where an agreement between the employer and employee, a meal break of between 30 minutes and one hour may apply. The meal break shall be given and taken so that no employee shall work more than five consecutive hours without a meal

16.3 Overtime

- (a) The payment of overtime, i.e. time worked outside the ordinary hours or shift, shall be paid at the rate of time and one half for the first two (2) hours and double time thereafter.
- (b) By mutual agreement the rate for overtime may be time off in lieu of overtime provided that:
 - (1) Time off shall be calculated at the penalty equivalent.
 - (2) The employee is entitled to a fresh choice of payment or time off on each occasion overtime is worked.

- (3) Time off must be taken within one calendar month of the working of the overtime or it shall be paid out.
- (c) Each day's overtime stands alone.

16.4 Penalty Rates

- (a) All ordinary time worked on a Saturday, shall be paid for at the rate of time and one half.
- (b) All ordinary time worked on a Sunday shall be paid for at the rate of time and three quarters.

16.5 Casual Employees

- (a) Casual employee are those who are engaged for irregular short periods for the work of their calling.
- (b) A casual employee shall be paid per hour at the rate of 1/38th of the weekly rate prescribed for the class of work performed, plus the appropriate undermentioned addition to that rate:
 - (i) 25% for work on Monday to Friday inclusive.
 - (ii) 50% for work on Saturday.
 - (iii) 75% for work on Sunday.
- (c) Casual employees shall be paid for a minimum engagement of two hours.
- (d) Casual employees, after twelve months service, shall be entitled to annual leave, calculated at five-forty sevenths of the gross earnings.
- (e) Casual employees shall also be granted an annual leave loading of 17 1/2% of their holiday pay. The loading is payable on annual leave only.
- (f) Employees who leave the service of any establishment of one employer or is put off before the expiration of twelve months service shall receive proportionate payment accordingly.
- (g) Casual employees are entitled to Long Service Leave.
- (h) Casual employees may be asked to work full-time on a temporary basis to allow coverage for staff absences.

16.6 Part - Time Employees

Part-time employees may be employed in any classification in this section of the Consent Award on the basis as follows:

- (a) Not less than twenty hours each week and not in excess of thirty hours per week.
- (b) All time worked in excess of eight hours per day shall be overtime and paid for at the rate prescribed for other weekly employees.
- (c) The hours of duty each day shall be worked continuously. Provided that an employee who is required to work longer than four hours shall be granted a meal break of not less and not more than thirty minutes.
The meal break shall be counted as time worked.
- (d) Part-time employees shall be paid the ordinary appropriate hourly rate prescribed for the classification in which they are employed plus ten percent.

- (e) Part-time employees shall be paid the minimum rostered hours.
- (f) Notwithstanding anything else contained in this Consent Award, the provisions of this Consent Award with respect to Annual Leave, Annual Leave Loading, Sick Leave, Long Service Leave, Compassionate Leave, Parental Leave and Holidays shall apply to part-time employees on a pro-rata basis for each employee.
- (g) One month's notice is to be given to change an employee's employment from part-time to casual.
- (h) Part-time employees may be asked to work full-time on a temporary basis to allow coverage for staff absences.

16.7 Roster

- (a) A roster showing the hours of all employees for a period of at least seven days in advance shall be posted in a position accessible to all employees.
- (b) Not less than seven days' notice of any alteration of the roster shall be given to the employee, providing that such notice shall not have to be given where an alteration is necessary on account of sickness or other absence of the employee.
- (c) If a part time employee is not given at least seven days notice of a change of rostered hours the employee will be paid an extra ten percent for the whole of the period of any affected shift(s) except where the change of roster has been requested by the employee

16.8 Public Holidays

- (a) The following shall be recognised public holidays:

New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Labour Day, Queen's Birthday, Christmas Day and Boxing Day.
- (b) The above holidays with all gazetted statewide holidays shall be observed and for such holidays the employee shall be paid.
- (c) Employees engaged in the Restaurant Industry in the County required to work on any such holiday prescribed shall be paid for at the rate of double time and one half the ordinary rate with a minimum payment of four hours.
- (d) An employee whose rostered day or days off coincides with a holiday prescribed in this Consent Award in Clause 1.28 of the General Clauses shall receive one of the following:
 - (i) an additional day's pay; or
 - (ii) an additional day added to annual leave; or
 - (iii) an additional day off with pay to be given within 28 days.
- (e) Employees who never work on the day the Public Holiday falls eg. a Monday-Friday roster where Saturday is the Public Holiday, receive no additional benefits.
- (f) An employee absent without leave on the working day before or on the day after such holiday, shall forfeit wages for the days of absence and for the holiday except where absence is due to illness of the employee or other reasonable cause.
- (g) Where two or more public holidays fall together and an employee absents themselves from work without reasonable excuse on both the working day before and the working day after such holiday they will lose the benefits of this clause in respect of all such holidays, but when they are absent without

reasonable excuse on one day only (before or after such holiday) they shall lose such benefits only in respect of one public holiday.

16.9 Broken Shifts

Employees required to work broken shifts shall be paid \$3.60 for each broken shift so worked in addition to his or her rate of wages.

16.10 Apprentices and Junior Employees

(a) The apprentice provisions contained in this Consent Award are pursuant to the *Apprenticeship and Traineeship Act 2001*

(b) The minimum wages payable to apprentice cooks, shall be the following percentages of the wage prescribed for a First Cook in Charge (Qualified Cook) under this Consent Award.

1st year	46%
2nd year	54%
3rd year	68%
4th year	80%

(c) The minimum rate of wages for junior employees shall be the undermentioned percentages of the rates prescribed for the appropriate adult classification for the work performed for the area in which such junior is working.

Under 18 years of age	62%
At 18 years	68%
At 19 years	78%
At 20 years	88%

(d) Junior employees are to have structured training, internal and/or external, incorporated into their duties.

WAGE SCHEDULE

Effective from the first pay period commencing on or after 1 October 2001

Definitions

Part-Time Employees - Paid at the rate of Time plus 10% plus pro rata A/L, LSL & S/L. The span of hours for part-time employees shall be 20 hours per week minimum, 30 hours per week maximum and 8 hours per day maximum.

Casual Employees - Paid at the rate of Time plus 25% plus A/L & LSL. There is a two-hour minimum payment per day.

	Weekly	Part time	Casual	Saturday	Sunday
First Cook in Charge with authority to direct other staff	\$468.50	\$13.56	\$15.41	\$18.49	\$21.58
Second Cook	\$455.05	\$13.17	\$14.97	\$17.96	\$20.96
Bar Attendant, Waiter/Waitress	\$450.70	\$13.05	\$14.83	\$17.79	\$20.76
Pantry/Kitchen/General/Maid/Cleaner	\$449.15	\$13.00	\$14.77	\$17.73	\$20.68

Apprentice Cooks % of First Cook

	%	Weekly	Saturday	Sunday
1st year	46	\$215.51	\$8.51	\$9.92
2nd year	54	\$252.99	\$9.99	\$11.65
3rd year	68	\$318.58	\$12.58	\$14.67
4th year	80	\$374.80	\$14.79	\$17.26

Junior Waiter/Waitress % of Waiter/Waitress Rate

	%	Weekly	Part Time	Casual	Saturday	Sunday
Under 18 years of age	62	\$279.43	\$8.09	\$9.19	\$11.03	\$12.87
At 18 years of age	68	\$306.48	\$8.87	\$10.08	\$12.10	\$14.11
At 19 years of age	78	\$351.55	\$10.18	\$11.56	\$13.88	\$16.19
at 20 years of age	88	\$396.62	\$11.48	\$13.04	\$15.66	\$18.27

Junior Pantry - % of Pantry Maid rate

	%	Weekly	Part Time	Casual	Saturday	Sunday
Under 18 years of age	62	\$278.47	\$8.06	\$9.16	\$10.99	\$12.82
At 18 years of age	68	\$305.42	\$8.84	\$10.05	\$12.06	\$14.07
At 19 years of age	78	\$350.34	\$10.14	\$11.52	\$13.83	\$16.13
20 years of age	88	\$395.25	\$11.44	\$13.00	\$15.60	\$18.20

Penalty Rates

Saturday - Time plus 50%

Sunday - Time plus 75%

Public Holidays - Double Time and one half

Allowances

Broken Shift Allowance \$3.60

Overtime Meal Allowance \$7.41

SECURITY INDUSTRY SECTION

Clause No. Subject Matter

- 23. Annual Leave
- 24. Long Service Leave
- 42. Area, Incidence and Duration

Terms and Conditions of Employment

For terms and conditions of employment under this section, please refer to The Security Industry (State) Award, (Code 218) except for the following Clauses.

23. Annual Leave

- (i) Each employee after twelve months service in any one establishment of one employer shall be granted five (5) weeks holidays on full pay.
- (ii) Employees who leave the service of any establishment or is put off before the expiration of twelve months service shall receive proportionate payment accordingly, and in conformity with the *Annual Holidays Act 1944 NSW*.

- (iii) Holidays may be taken in one or two separate periods, and in the case of two periods being agreed upon, the definite commencing dates for each period shall be agreed upon prior to the commencement of the first period of leave being taken.
- (iv) Part-time employees receive pro-rata Annual Leave entitlements.
- (v) Where an employer and employee agree the employee may 'cash in' the fifth week of their Annual Leave. Payment of the 'cashed in' week will be made at the time of taking the bulk of the employee's Annual Leave.
- (vi) In addition to the leave provided for by subclause (i) of this clause, seven-day shift workers, that is, shift workers who are rostered to work regularly on Sundays and holidays, shall be allowed one week's leave; provided that if during the year of employment an employee has served for only a portion of it as a seven-day shift worker, the additional leave shall be one day for every thirty six (36) ordinary shifts worked as a seven-day shift worker. In this subclause reference to one week and one day shall include holidays and non-working days.

24. Long Service Leave

Please refer to General Clauses, Clause 1.18 - Long Service Leave.

42. Area, Incidence and Duration

Please refer to General Clauses, Clause 1.7 - Area, Incidence and Duration.

In addition to the wage rates prescribed in the Security Industry (State) Award, the Broken Hill Allowance of \$12.40 per week shall be applied.

WAGE SCHEDULE

Effective from the first pay period commencing on or after 14 December 2001

Adult Employees	Weekly Rate \$	x 1/38th	x 1.15 plus 5/47th Hols
		Part time / hourly \$	Casual / hourly \$
Grade 1	504.90	13.29	16.90
Grade 2	523.20	13.77	17.51
Grade 3	534.50	14.07	17.90
Grade 4	545.70	14.36	18.27
Grade 5	567.90	14.94	19.00

Other Rates and Allowances

Leading Hand Allowance

Employees	Rate per week \$	Rate per shift \$
0- 5 employees	21.65	4.32
6 -10 employees	24.56	4.90
11-15 employees	32.11	6.42

16-20 employees	37.05	7.41
Over 20 employees	37.05	7.41
Each employee exceeding 20, extra	0.58	0.12

Relieving Officer \$21.02 per shift

Motor Vehicle / Cycle \$21.33 per shift

Meal Allowance \$6.55 per shift

The above rates include the Broken Hill Allowance of \$12.40

SHOP ASSISTANTS

SECTION 1

Clause No. Subject Matter

18.1	Recognition of Unions
18.2	Hours of Labour
18.3	Roster
18.4	Rest Pause
18.5	Overtime
18.6	Employee Classifications
18.7	Definitions
18.8	Casual Employees
18.9	Permanent Part-Time Employees
18.10	Christmas Temporary Staff
18.11	Public Holidays
18.12	Night Fill

SECTION 2

Exempted Shops including Special Shops

18.2.1	Classified Shops
18.2.2	Application of Section 1
18.2.3	Hours of Labour
18.2.4	Roster
18.2.5	Overtime
18.2.6	Casual Employees
18.2.7	Permanent Part-Time Employees
18.2.8	Public Holidays

SECTION 3

Petrol, Oil Resellers and Lubritorium Operators Only

18.3.1	Definitions
18.3.2	Application of Clause 18.1 of Section 1 Shop Assistants
18.3.3	Hours of Labour
18.3.4	Shift Definitions and Penalties
18.3.5	Roster
18.3.6	Overtime

- 18.3.7 Casual Employees
- 18.3.8 Permanent Part-Time Employees

SECTION 1

Wage rates in this section are based on those negotiated in the Broken Hill Commerce and Industry Consent Award 2001.

18.1 Recognition of Unions

- (a) Employers are free to engage employees through any source.
- (b) Any union employee acting in the capacity of relieving manager of a non-unionist manager, shall be free to act with the same authority as such manager, and may exercise all necessary authority during the absence of such regular manager.
- (c) Both relieving managers and branch managers shall be fully responsible for implementing and maintaining company policy including the engagement and termination of staff services.

18.2 Hours of Labour

- (a) The hours of work per week shall not exceed thirty-eight.
- (b) If agreeable between employer and employee, the ordinary working hours can be averaged over a 12-week period, as per Section 22 - Ordinary Working Hours in the NSW *Industrial Relations Act 1996*.
- (c) An employee who works five ordinary hours or more on any day shall be allowed on such day an unpaid meal break of one hour between the hours commencing not earlier than 11.30 am and finishing not later than 3.00 pm. Provided that where agreement exists between the employer and employee, a meal break of between 30 minutes and one hour may apply. The meal break shall be given and taken so that no employee shall work more than five consecutive hours without a meal.
- (d) Retail trading hours under this Consent Award shall be:

- (i) Commencing Time

The commencing time of ordinary hours of work by employees shall be 6.00 am Monday to Saturday, with 8.00 am in shops which may lawfully trade on Sunday.

- (ii) Ceasing Time

The times for the cessation of the ordinary hours of work by employees shall be 10.00 pm Monday to Friday, 6.00 pm Saturday and 5.00 pm in shops which may lawfully trade on a Sunday.

- (e) Shift Penalties

Notwithstanding any other provision for ordinary hours within this Consent Award, an employee may be engaged to work ordinary hours as set out below as part of their ordinary hours roster, providing they are paid the following additional penalty.

- (i) Monday to Wednesday (inclusive)

All ordinary hours worked after 6.00 pm Monday to Wednesday inclusive, 15%.

- (ii) Thursday and Friday

All ordinary hours worked after 6.00 pm Thursday and Friday, 25%.

(iii) Saturday

All ordinary hours worked on Saturday, 25%.

(iv) Sunday

An employee employed in a shop which may lawfully trade on a Sunday shall be paid at the rate of Time plus 50% in respect of ordinary hours of work and Double Time for all other time worked on a Sunday.

18.3 Roster

- (a) A roster showing the working hours of all employees for a period of at least seven days in advance shall be posted in a position accessible to all employees.
- (b) Not less than seven day's notice of any alteration of the roster shall be given to the employee, such notice shall not be given where an alteration is necessary on account of sickness or other absence of an employee.
- (c) Rostered Days Off
- (i) All Full-time and Part-time employees shall be entitled to two consecutive days off in each two weekly period of work.
- (ii) Exceptions to (i) above will be:
- (1) By the implementation of the provisions of Section 22 - Ordinary Working Hours in the NSW *Industrial Relations Act* 1996.
- (2) By separate agreement between the employer and employee.

18.4 Rest Pause

Each employee, who is rostered for more than two hours per shift, shall be given a ten minute rest pause, at a time convenient to the employer.

18.5 Overtime

- (a) The payment of overtime, i.e. time worked outside the ordinary hours or shift shall be paid at the rate of time and one half for the first two (2) hours and double time thereafter provided that employees shall attend to any customer who may be in a shop at closing time and shall put away goods displayed during a sale for the first ten without payment; should the ten minutes be exceeded, time worked beyond the end of the shift shall be paid for at overtime rates.
- (b) By mutual agreement the rate for overtime may be time off in lieu of overtime provided that:
- (1) Time off shall be calculated at the penalty equivalent.
- (2) The employee is entitled to a fresh choice of payment or time off on each occasion overtime is worked.
- (3) Time off must be taken within one calendar month of the working of the overtime or it shall be paid out.
- (c) Each day's overtime stands alone.

18.6 Employee Classifications

Branch Manager

Departmental Manager

Head Assistant (Section Head)

Traveller

Window Dresser

Junior Window Dresser

Shop Walker or Floor Supervisor

Senior and Junior Shop Assistants

Deliverer

Ticket Writer

Fork Lift Operator

Checkout Operator

Demonstrator

18.7 Definitions

- (a) Employee for the purpose of this section shall include any person in the County of Yancowinna employed in or in connection with any retail shops or stores other than retail shops or stores covered by a Specific Award and shall include persons engaged in manufacturing Millinery, or in Dressmaking, or employees engaged in the Dry Cleaning Industry as Counter Assistants, Factory Assistants, Spotters, Pressers or in delivery or picking up of goods.

It shall also apply to persons employed in New Car and Used Car establishments as car salespersons, parts salespersons and assistants.

It shall also apply to employee itinerant salespersons selling from door to door any of the goods usually stocked by the above mentioned shops or stores.

- (b) A branch manager is an employee in charge of any shop.
- (c) A branch manager with the duty of buying is a branch manager whose duties include the purchasing of merchandise from a wholesaler or manufacturer for the purpose of sale by retail and who uses initiative and discrimination in the selection of new items of merchandise in addition to stock replacements. This classification excludes any branch manager who only records lines of merchandise to a standard level.
- (d) A departmental manager is an employee controlling other employees and in charge of a department in a shop with or without the duty of buying and selecting.
- (e) A head assistant (section head) is an employee of any age controlling two or more assistants in a department in which a departmental manager is not actively engaged.
- (f) A senior assistant is an employee who is 21 years of age and over.
- (g) A shop walker or floor supervisor is a shop assistant principally engaged in walking the floor, direction of customers, supervising sales and/or checking bills.

- (h) A senior window dresser is a senior employee principally engaged in dressing windows.
- (i) A junior window dresser is an employee under the age of 21 years engaged in dressing windows under the supervision of a senior window dresser.
- (j) A traveller or order person is an employee in or out of any shop collecting or soliciting orders during the Principal part of their time each week.
- (k) A deliverer is an employee who delivers goods by motor vehicle.
- (l) A junior assistant is an employee who is under 21 years of age.
- (m) A ticket writer is an employee principally engaged in writing tickets and/or notices and advertisements.
- (n) A checkout operator is an employee engaged at the checkout for the purpose of recording the value of goods purchased, whether by machine or otherwise, and accepting payment, or charging, for the goods purchased by customers.
- (o) A demonstrator is an employee who displays goods for sale and in a practical way describes and/or demonstrates the particular features of the product or products demonstrated.

18.8 Casual Employees

- (a) Employees engaged for less than one week and shall be paid for actual time worked and at an hourly rate equal to the appropriate weekly rate divided by 38 plus 30%, inclusive of Annual Leave, Sick Leave.
- (b) Casuals are to be engaged for a minimum of two hours if engage prior to 4.00 pm, and a minimum of one and one half hours if engaged from 4.00 pm.

18.9 Permanent Part-Time Employees

Employers shall be entitled to engage staff on a regular part-time basis as follows:

- (a) A Part-time employee shall mean an employee who is employed to work regular days and regular hours, either of which are less than the number of days or hours worked by weekly employees, but such days shall not be less than 2 per week and such hours shall not be less than 12 per week.
- (b) Part-time employees shall be paid hourly rates of pay calculated at 1/38th of the weekly rate, but with a minimum of 4 hours per shift.
- (c) Part-time employees shall be entitled to pro-rata Annual Leave, Sick Leave and Long Service Leave.

18.10 Christmas Temporary Staff

Employment of staff during summer vacation (known in Broken Hill as Christmas School Holidays).

- (a) Employees entitled to payment for Christmas holidays shall be:
 - (i) All employees who continue their employment for any period immediately following the statutory Christmas holidays.
 - (ii) All employees who commence before December 1, and whose employment is terminated on December 24;
 - (iii) All employees who commence on December 1 or up to and including December 10, and whose employment is terminated prior to December 24, but who are subsequently re-employed by the

same employer at any time prior to January 21, i.e. during the four weeks following Christmas Day.

- (b) Employees not entitled to Christmas holidays shall be:
- (i) Any employee whose services are terminated on or prior to December 23;
 - (ii) Any employee who commences employment on or after December 11, and terminates such employment on or before December 24;
 - (iii) Any employee who commences between December 1, and December 24, and whose services are terminated on or before December 24, and is not subsequently re-employed by the same employer prior to January 21 in the following year.

18.11 Public Holidays

- (a) The following shall be recognised public holidays:
- New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Labour Day, Queen's Birthday, Christmas Day and Boxing Day.
- (b) The above holidays with all gazetted state-wide holidays shall be observed, and for such holidays the employee shall be paid.
- (c) SET ROSTER - EMPLOYEE WORKS SAME DAYS EACH WEEK
- (1) Full-time or Part-time employees who are normally rostered to work on a Public Holiday but do not volunteer to work must be paid single time for the day.
 - (2) Full-time or Part-time employees who are not rostered to work on a Public Holiday and work on that day shall be paid Double Time and one half.
 - (3) Full-time or Part-time employees who are not rostered to work on a Public Holiday and who do not work do not receive any benefit at all.
- (d) ROTATING ROSTER - EMPLOYEE WORKING VARYING DAYS PER WEEK
- Where an employee is on a rotating roster and their rostered time-off falls on a Public Holiday, the employee shall be paid (by mutual agreement) either:
- (1) Payment for the rostered time.
 - (2) Addition of the rostered time to the employee's annual leave.
 - (3) Equal time-off shall be taken within twenty one (21) days of the holiday, such time-off being allowed either prior to or after the holiday.
- (e) Employees engaged in the retailing industries in the County required to work on any such holiday shall be paid at the rate of Double Time and one half the ordinary rate.
- (f) Employees shall not be entitled to the benefits provided by this clause in respect of any public holiday if they absent themselves from their work without reasonable excuse either on the working day before or the working day after such holiday.
- (g) Where two or more public holidays fall together and an employee is absent from work without reasonable excuse on both the working day before and the working day after such holiday the employee will lose the benefits of this clause in respect of all such holidays, but when the employee is absent without reasonable excuse on one day only (before or after such holiday) such benefits will be lost in respect of one public holiday.

18.12 Night Fill

The following allowances will be paid to employees in night fill operations only:

Monday to Friday	finishing after 6.00 pm and at or before midnight - 17.5%
	finishing after midnight and at or before 8.00 am - 30%
Saturday	finishing after midnight on a Friday and at or before midnight on a Saturday - 50%
Sunday	finishing after midnight Saturday and at or before 8.00 am on a Sunday - 100%

SHOP ASSISTANTS

SECTION 2

Exempted Shops including Special Shops

18.2.1 Classified Shops

- (a) Employee for the purpose of this section of the Consent Award shall include any person in the County of Yancowinna employed in, or in connection with any retail shop or store which are known in Broken Hill as Exempted Shops, including Special Shops.
- (b) Special Shops means and includes audio shops, book shops, video and hire shops, cake and pastry shops, cooked provision shops, flower shops, garden plant shops, newsagencies, pet shops, souvenir shops, tobacconists' shops (each as defined in Schedule 2 to the Shop [Registration and Opening and Closing Hours] *Regulations to the Factories, Shops and Industries Act 1962*), small shops (as defined in Section 76A of the *Factories, Shops and Industries Act 1962*) and retail liquor shops.

18.2.2 Application of Section 1

All clauses in Section 1 of this Consent Award shall apply to this section with the exception of the following clauses:

CLAUSE 18.2.3 - Hours of Labour or where the context provides otherwise

18.2.3 Hours of Labour

- (a) The ordinary hours of work per week shall not exceed thirty-eight.
- (b) If agreeable between employer and employee, the ordinary working hours can be averaged over a 12 week period, as per Section 22(1) - Ordinary Working Hours in the NSW *Industrial Relations Act 1996*.
- (c) Commencing Time
The commencing time of ordinary hours of work by employees shall be 6.00 am Monday to Sunday inclusive.
- (d) Ceasing Time
The times for the cessation of the ordinary hours of work by employees shall be midnight Monday to Sunday inclusive.
- (e) A time book shall be kept by the employer and it shall be compulsory for all employees to state and sign the hours worked each day.
- (f) Any employee required to work on any holiday as specified in Clause 1.28 of the general clauses, shall be paid Double Time and one half the ordinary rate.

(g) Shift Penalties

Penalty rates for Full-time and permanent Part-time employees shall be:

(i) Saturday

All ordinary time worked on Saturday shall be paid at the rate of time plus 25%.

(ii) Sunday

An employee employed in a shop which may lawfully trade on a Sunday shall be paid at the rate of time plus 50% in respect of ordinary hours of work.

18.2.4 Roster

- (a) A roster showing the working hours of all employees for a period of at least seven days in advance shall be posted in a position accessible to all employees.
- (b) Not less than seven days' notice of any alteration of the roster shall be given to the employee, providing that such notice shall not have to be given where an alteration is necessary on account of sickness or other absence of an employee.

18.2.5 Overtime

- (a) The payment of overtime, i.e. time worked outside the ordinary hours or shift, shall be paid at the rate of time and one half for the first two (2) hours and double time thereafter.
- Each day's overtime stands alone.
- (b) By mutual agreement the rate for overtime may be time off in lieu of overtime provided that:
- (1) Time off shall be calculated at the penalty equivalent.
 - (2) The employee is entitled to a fresh choice of payment or time off on each occasion overtime is worked.
 - (3) Time off must be taken within one calendar month of the working of the overtime or it shall be paid out.

18.2.6 Casual Employees

- (a) Employees engage for less than one week and shall be paid for actual time worked and at an hourly rate equal to the appropriate weekly rate divided by 38 plus 30%, inclusive of Annual Leave and Sick Leave.
- (b) Casuals are to be engaged for a minimum of two (2) hours if engaged prior to 4.00 pm, and a minimum of one and one half (1x1/2) hours if engaged from 4.00 pm.

18.2.7 Permanent Part-Time Employees

Employers shall be entitled to engage staff on a regular part-time basis as follows:

- (a) A Part-time employee shall mean an employee who is employed to work regular days and regular hours, either of which are less than the number of days or hours worked by weekly employees, but such days shall not be less than 2 per week and such hours shall not be less than 12 per week.

- (b) Part-time employees shall be paid hourly rates of pay calculated at 1/38th of the weekly rate, but with a minimum of 4 hours per shift.
- (c) Part-time employees shall be entitled to pro-rata Annual Leave, Sick Leave and Long Service Leave.

18.2.8 Public Holidays

- (a) The following shall be recognised public holidays:
New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Labour Day, Queen's Birthday, Christmas Day and Boxing Day.
- (b) The above holidays with all gazetted state-wide holidays shall be observed, and for such holidays the employee shall be paid.

- (c) **SET ROSTER - EMPLOYEE WORKS SAME DAYS EACH WEEK**

- (1) Full-time or Part-time employees who are normally rostered to work on a Public Holiday but do not volunteer to work must be paid single time for the day.
- (2) Full-time or Part-time employees who are not rostered to work on a Public Holiday and work on that day shall be paid Double Time and one half.
- (3) Full-time or Part-time employees who are not rostered to work on a Public Holiday and who do not work do not receive any benefit at all.

- (d) **ROTATING ROSTER - EMPLOYEE WORKING VARYING DAYS PER WEEK**

Where an employee is on a rotating roster and their rostered time-off falls on a Public Holiday, the employee shall be paid (by mutual agreement) either:

- (1) Payment for the rostered time.
 - (2) Addition of the rostered time to the employee's annual leave.
 - (3) Equal time-off shall be taken within twenty one (21) days of the holiday, such time-off being allowed either prior to or after the holiday.
- (e) Employees engaged in the retailing industries in the County required to work on any such holiday shall be paid at the rate of Double Time and one half the ordinary rate.
 - (f) Employees shall not be entitled to the benefits provided by this clause in respect of any public holiday if they absent themselves from their work without reasonable excuse either on the working day before or the working day after such holiday.
 - (g) Where two or more public holidays fall together and an employee is absent from work without reasonable excuse on both the working day before and the working day after such holiday the employee will lose the benefits of this clause in respect of all such holidays, but when the employee is absent without reasonable excuse on one day only (before or after such holiday) such benefits will be lost in respect of one public holiday.

SHOP ASSISTANTS

SECTION 3

Petrol, Oil Resellers and Lubratorium Operators Only

18.3.1 Definitions

Employees for this section shall include any person employed with any service station as a driveway attendant, general assistant or lubritorium assistant.

18.3.2 Application of Clause 18.1 of Section 1 Shop Assistants

Clause 18.1 in Section 1 of the Shop Assistants' Consent Award shall apply to this section.

18.3.3 Hours of Labour

- (a) The ordinary hours of work per week shall not exceed thirty-eight.
- (b) If agreeable between employer and employee, the ordinary working hours can be averaged over a 12 week period, as per Section 22(1) - Ordinary Working Hours in the NSW, *Industrial Relations Act 1996*.
- (c) An employee who works five ordinary hours or more on any day shall be allowed on such day a meal break of one hour between the hours commencing not earlier than 11.30 am and finishing not later than 3.00 pm. Provided that where an agreement exists between the employer and the employee a meal break of between 30 minutes and one hour may apply. The meal break shall be given and taken so that no employee shall work more than five consecutive hours without a meal.
- (d)
 - (i) Commencing Time

The commencing time of ordinary hours of work by employees shall be 6.00 am Monday to Sunday.
 - (ii) Ceasing Time

The time for the cessation of the ordinary hours of work by employees shall be 9.00 pm Monday to Sunday.

18.3.4 Shift Definitions and Penalties

- (a) Shift Definitions
 - (i) Day Shift - 6.00 am to 7.00 pm
 - (ii) Afternoon Shift - Commencing after 12 noon and no later than 6.00 pm.
 - (iii) Night Shift - Commencing after 6.00 pm and no later than 4.00 am.
- (b) Penalties
 - (i) Night Shift - 30%

Afternoon Shift only - 8%

Alternating Afternoon and Night Shift - 20%

Alternating Day and Night Shift - 12 1/2% Night only

Alternating Day, Afternoon and Night Shift - 12 1/2% Afternoon and Night

Alternating Day and Afternoon Shift - 12 1/2% Afternoon only
 - (ii) Saturday - All ordinary time worked on Saturday shall be paid at the rate of time plus 25%.
 - (iii) Sunday - All ordinary time worked on Sunday shall be paid at the rate of time plus 50%.

18.3.5 Roster

- (a) A roster showing the working hours of all employees for a period of at least seven days in advance shall be posted in a position accessible to all employees.
- (b) Not less than seven days' notice of any alteration of the roster shall be given to the employee, providing that such notice shall not have to be given where an alteration is necessary on account of sickness or other absence of an employee.

18.3.6 Overtime

- (a) The payment of overtime, i.e. time worked outside the ordinary hours or shift, shall be paid at the rate of time and one half for the first two (2) hours and double time thereafter.

Each day's overtime stands alone.

- (b) By mutual agreement the rate for overtime may be time off in lieu of overtime provided that:
 - (1) Time off shall be calculated at the penalty equivalent.
 - (2) The employee is entitled to a fresh choice of payment or time off on each occasion overtime is worked.
 - (3) Time off must be taken within one calendar month of the working of the overtime or it shall be paid out.

18.3.7 Casual Employees

- (a) Employees engaged for less than one week and shall be paid for actual time worked and at an hourly rate equal to the appropriate weekly rate divided by 38 plus 30%, inclusive of Annual Leave and Sick Leave.
- (b) Casuals are to be engaged for a minimum of two (2) hours if engaged prior to 4.00 pm, and a minimum of one and one half (1x1/2) hours if engaged from 4.00 pm.

18.3.8 Permanent Part-Time Employees

Employers shall be entitled to engage staff on a regular part-time basis as follows:

- (a) A Part-time employee shall mean an employee who is employed to work regular days and regular hours, either of which are less than the number of days or hours worked by weekly employees, but such days shall not be less than 2 per week and such hours shall not be less than 12 per week.
- (b) Part-time employees shall be paid hourly rates of pay calculated at 1/38th of the weekly rate, but with a minimum of 4 hours per shift.
- (c) Part-time employees shall be entitled to pro-rata Annual Leave, Sick Leave and Long Service Leave.

18.3.9 Public Holidays

- (a) The following shall be recognised public holidays:

New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Labour Day, Queen's Birthday, Christmas Day and Boxing Day.

- (b) The above holidays with all gazetted statewide holidays shall be observed, and for such holidays the employee shall be paid.
- (c) SET ROSTER - EMPLOYEE WORKS SAME DAYS EACH WEEK
- (1) Full-time or Part-time employees who are normally rostered to work on a Public Holiday but do not volunteer to work must be paid single time for the day.
 - (2) Full-time or Part-time employees who are not rostered to work on a Public Holiday and work on that day shall be paid Double Time and one half.
 - (3) Full-time or Part-time employees who are not rostered to work on a Public Holiday and who do not work do not receive any benefit at all.
- (d) ROTATING ROSTER - EMPLOYEE WORKING VARYING DAYS PER WEEK
- Where an employee is on a rotating roster and their rostered time-off falls on a Public Holiday, the employee shall be paid (by mutual agreement) either:
- (1) Payment for the rostered time.
 - (2) Addition of the rostered time to the employee's annual leave.
 - (3) Equal time-off shall be taken within twenty-one (21) days of the holiday, such time-off being allowed either prior to or after the holiday.
- (e) Employees engaged in the retailing industries in the County required to work on any such holiday shall be paid at the rate of Double Time and one half the ordinary rate.
- (f) Employees shall not be entitled to the benefits provided by this clause in respect of any public holiday if they absent themselves from their work without reasonable excuse either on the working day before or the working day after such holiday.
- (g) Where two or more public holidays fall together and an employee is absent from work without reasonable excuse on both the working day before and the working day after such holiday the employee will lose the benefits of this clause in respect of all such holidays, but when the employee is absent without reasonable excuse on one day only (before or after such holiday) such benefits will be lost in respect of one public holiday.

SHOP ASSISTANTS

Traineeships under the Australian Traineeship System

Clause 1. Application

This Consent Award applies only to persons employed under the Australian Traineeship System and registered as Trainees with the Commerce and Industry Training Council of New South Wales.

Clause 2. Definition

A traineeship is a system under the Australian Traineeship System comprising structured on-the-job training with an employer and off-the-job training in a Technical and Further Education College or other training provider approved by the Commerce and Industry Training Council of New South Wales.

A Training Agreement shall mean an agreement approved by the Commerce and Industry Training Council of New South Wales.

A Trainee shall mean an employee bound by a Training Agreement.

Clause 3. Training Conditions

- (a) A trainee will receive "on-the-job" training by the employer as specified in the training agreement and "off-the-job" training will be provided through Technical and Further Education Colleges or other institutions approved by the CITC; provided that the total of "on-the-job" and "of-the-job" training will not exceed five days per week.
- (b) The employer agrees that the overall training programme will be monitored by officers of the CITC and Training Record Books may be utilised as part of this monitoring process.
- (c) Where possible Traineeship positions should be additional to normal staff members provided that no existing employees shall be displaced by a trainee.
- (d) Trainees shall be engaged for a period of twelve months as full-time employees provided that trainees shall be subject to satisfactory probation of up to one month.
- (e) Time spent "off-the-job" on training shall be allowed without loss of continuity of employment.
- (f) Where employment of a trainee by an employer is continued after completion of the "Traineeship period" such "Traineeship period" shall be counted as service for all purposes.
- (g) Under normal circumstances overtime shall not be worked by trainees. However, when during a training period in a particular shop, department or section, overtime is involved in the operation of that shop, department or section, overtime may be worked by the trainees. Where overtime is worked the normal allowances and penalty rates shall apply.
- (h) Under normal circumstances Shift Work (Night Fill) activities shall not be performed by trainees. However, when during a training period in a particular shop, department or section, shift work (night fill) duties may be performed by trainees. Where shift work (night fill) duties are performed the normal penalty rates shall apply.

Provided that any trainee under the age of seventeen required to work shift work (night fill) as part of their training shall be provided with suitable transport home at the employer's expense.

- (i) Preference in continuation in employment shall be given to trainees should vacancies occur at the conclusion of the training period, subject to any conditions specified in the current Broken Hill Commerce & Industry Consent Award 2001.

Clause 4. Wages

The weekly wage rate equals the appropriate percentage of Broken Hill Shop Assistants' rate multiplied by "Y" multiplied by 39/52.

Where "Y" equals the adult rate for Broken Hill Shop Assistants' prescribed in the Broken Hill Commerce & Industry Consent Award 2001, and where 39 represents the actual weeks spent on the job during a twelve month period of traineeship.

The wage rate determined by this calculation shall in no case be less than the minimum rate prescribed by the Australian Traineeship Guidelines.

Provided further that trainee rates shall be calculated in multiples of ten cents with any result of five cents or more being taken to the next highest ten cent multiple.

Clause 5

The provisions of the relevant Workers' Compensation and Occupational Health and Safety Acts shall apply to trainees.

Clause 6. Roster

The rostering of hours of work by trainees shall be decided by mutual agreement between the employer and employees concerned

Clause 7

The Union shall be afforded reasonable access to trainees for the purpose of explaining the role and functions of the Union.

Clause 8. Special Provisions

It is agreed by the Broken Hill Chamber of Commerce and the Shop, Distributive and Allied Employees Association, that this Agreement is not to be added to the 1982 Broken Hill Commerce & Industry Agreement (Consent Award), nor is it to be a negotiable part of any future Broken Hill Commerce & Industry Agreement (Consent Award).

WAGE SCHEDULE

Effective from the first pay period commencing on or after 1 October 2001

Shop Assistants					Full & Part time only Penalty on Ordinary hours		All employees Ordinary hours
Years	%	Full Time Weekly rate	P/Time hourly 1/38	Casual Mon - Sat T + 30%	M - W after 6pm T + 15%	Thu & Fri after 6pm Saturday	Sunday T + 50%
Under 16	40	\$204.02	\$5.37	\$6.98	\$6.17	\$6.71	\$8.05
At 16	50	\$255.03	\$6.71	\$8.72	\$7.72	\$8.39	\$10.07
At 17	60	\$306.03	\$8.05	\$10.47	\$9.26	\$10.07	\$12.08
At 18	70	\$357.04	\$9.40	\$12.21	\$10.81	\$11.75	\$14.09
At 19	80	\$408.04	\$10.74	\$13.96	\$12.35	\$13.42	\$16.11
At 20	90	\$459.05	\$12.08	\$15.70	\$13.89	\$15.10	\$18.12
At 21	100	\$510.05	\$13.42	\$17.45	\$15.44	\$16.78	\$20.13

Chemist Shops* Tyre Fitters+					Full & Part time only Ordinary hours		All employees Ordinary hours
Years	%	Full Time Weekly rate	P/Time hourly 1/38	Casual Mon - Sat T + 30%	M - W after 6pm T + 15%	Thu & Fri after 6pm Saturday	Sunday T + 50%
Under 16	40	\$212.68	\$5.60	\$7.26	\$6.44	\$7.00	\$8.40
At 16	50	\$265.85	\$7.00	\$9.09	\$8.05	\$8.75	\$10.49
At 17	60	\$319.02	\$8.40	\$10.91	\$9.65	\$10.49	\$12.59
At 18	70	\$372.19	\$9.79	\$12.73	\$11.26	\$12.24	\$14.69
At 19	80	\$425.36	\$11.19	\$14.55	\$12.87	\$13.99	\$16.79
At 20	90	\$478.53	\$12.59	\$16.37	\$14.48	\$15.74	\$18.89
At 21	100	\$531.70	\$13.99	\$18.19	\$16.09	\$17.49	\$20.99

* Dispensing under supervision of a Chemist

+ With Certificate of Qualification

Window Dresser				Full & Part time only Ordinary hours	All employees Ordinary

Years	%	Full Time Weekly rate	P/Time hourly 1/38	Casual Mon - Sat T + 30%	M - W after 6pm T + 15%	Thu & Fri after 6pm Saturday	hours Sunday T + 50%
Under 16	40	\$206.92	\$5.45	\$7.08	\$6.26	\$6.81	\$8.17
At 16	50	\$258.65	\$6.81	\$8.85	\$7.83	\$8.51	\$10.21
At 17	60	\$310.38	\$8.17	\$10.62	\$9.39	\$10.21	\$12.25
At 18	70	\$362.11	\$9.53	\$12.39	\$10.96	\$11.91	\$14.29
At 19	80	\$413.84	\$10.89	\$14.16	\$12.52	\$13.61	\$16.34
At 20	90	\$465.57	\$12.25	\$15.93	\$14.09	\$15.31	\$18.38
At 21	100	\$517.30	\$13.61	\$17.70	\$15.66	\$17.02	\$20.42

Ticket Writer		Full & Part time only Ordinary hours					All employees Ordinary hours
Years	%	Full Time Weekly rate	P/Time hourly 1/38	Casual Mon - Sat T + 30%	M - W after 6pm T + 15%	Thu & Fri after 6pm Saturday	Sunday T + 50%
Under 16	40	\$206.58	\$5.44	\$7.07	\$6.25	\$6.80	\$8.15
At 16	50	\$258.23	\$6.80	\$8.83	\$7.81	\$8.49	\$10.19
At 17	60	\$309.87	\$8.15	\$10.60	\$9.38	\$10.19	\$12.23
At 18	70	\$361.52	\$9.51	\$12.37	\$10.94	\$11.89	\$14.27
At 19	80	\$413.16	\$10.87	\$14.13	\$12.50	\$13.59	\$16.31
At 20	90	\$464.81	\$12.23	\$15.90	\$14.07	\$15.29	\$18.35
At 21	100	\$516.45	\$13.59	\$17.67	\$15.63	\$16.99	\$20.39

DEPARTMENTAL MANAGERS OR BRANCH MANAGER SUPERVISING

Without duty of buying	Full Time	P/Time	Casual
1 - 4 employees	\$523.37	\$13.77	\$17.90
5 - 12 employees	\$533.76	\$14.05	\$18.26
13 - 25 employees	\$546.78	\$14.39	\$18.71
over 25 employees	\$553.90	\$14.58	\$18.95
With duty of buying			
1 - 4 employees	\$525.27	\$13.82	\$17.97
5 - 12 employees	\$536.68	\$14.12	\$18.36
13 - 25 employees	\$549.58	\$14.46	\$18.80
over 25 employees	\$558.08	\$14.69	\$19.09

Allowances:

Section Head, Shop Walker, Supervisor, Traveller - Extra \$9.01 per week

Fork lift driver and deliverer - extra \$9.01 per week

N.B. These rates are applicable to ADULTS only, employed for more than eight hours a week in these duties.

Penalty Rates:

Full time and Part time employees working ordinary hours only.

Monday to Wednesday after 6.00 pm - Time plus 15%

Thursday & Friday after 6.00 pm - Time Plus 25%

Saturday - Time plus 25%,

Sunday - time plus 50%

The above rates include the Broken Hill Allowance of \$12.40.

SHOP ASSISTANTS

Petrol, Oil Resellers and Lubratorium Operators Only

WAGE SCHEDULE

Effective from the first pay period commencing on or after 1 October 2001

Day Shift

Shop Assistants	%	Weekly Rate	Part time Hourly	Mon - Sat Casual Hourly	Saturday Part time Hourly	Sunday All Employees Hourly
Under 16	40	\$204.02	\$5.37	\$6.98	\$6.71	\$8.05
At 16	50	\$255.03	\$6.71	\$8.72	\$8.39	\$10.07
At 17	60	\$306.03	\$8.05	\$10.47	\$10.07	\$12.08
At 18	70	\$357.04	\$9.40	\$12.21	\$11.74	\$14.09
At 19	80	\$408.04	\$10.74	\$13.96	\$13.42	\$16.11
At 20	90	\$459.05	\$12.08	\$15.70	\$15.10	\$18.12
At 21	100	\$510.05	\$13.42	\$17.45	\$16.78	\$20.13

Night Shift Only (30%)

		Weekly Rate	Part time Hourly	Mon-Sat Casual Hourly	Saturday Part time Hourly	Sunday All Employees Hourly
Under 16		\$265.23	\$6.98	\$9.07	\$8.32	\$9.66
At 16		\$331.53	\$8.72	\$11.34	\$10.40	\$12.08
At 17		\$397.84	\$10.47	\$13.61	\$12.48	\$14.50
At 18		\$464.15	\$12.21	\$15.88	\$14.56	\$16.91
At 19		\$530.45	\$13.96	\$18.15	\$16.64	\$19.33
At 20		\$596.76	\$15.70	\$20.42	\$18.72	\$21.74
At 21		\$663.07	\$17.45	\$22.68	\$20.80	\$24.16

Afternoon Shift Only (8%)

		Weekly Rate	Part time Hourly	Mon-Sat Casual Hourly	Saturday Part time Hourly	Sunday All Employees Hourly
Under 16		\$220.34	\$5.80	\$7.41	\$7.14	\$8.48
At 16		\$275.43	\$7.25	\$9.26	\$8.93	\$10.60
At 17		\$330.51	\$8.70	\$11.11	\$10.71	\$12.72
At 18		\$385.60	\$10.15	\$12.97	\$12.50	\$14.85
At 19		\$440.68	\$11.60	\$14.82	\$14.28	\$16.97

At 20		\$495.77	\$13.05	\$16.67	\$16.07	\$19.09
At 21		\$550.85	\$14.50	\$18.52	\$17.85	\$21.21

Alternating Afternoon and Night Shift (20%)

		Weekly Rate	Part time Hourly	Mon-Sat Casual Hourly	Saturday Part time Hourly	Sunday All Employees Hourly
Under 16		\$244.82	\$6.44	\$8.05	\$7.78	\$9.13
At 16		\$306.03	\$8.05	\$10.07	\$9.73	\$11.41
At 17		\$367.24	\$9.66	\$12.08	\$11.68	\$13.69
At 18		\$428.44	\$11.27	\$14.09	\$13.62	\$15.97
At 19		\$489.65	\$12.89	\$16.11	\$15.57	\$18.25
At 20		\$550.85	\$14.50	\$18.12	\$17.52	\$20.54
At 21		\$612.06	\$16.11	\$20.13	\$19.46	\$22.82

Alternating Day and Night*

Alternating Day, Afternoon & Night **

Alternating Day and Afternoon ***

Weekly Rate		Weekly Rate	Part time Hourly	Mon-Sat Casual Hourly	Saturday Part time Hourly	Sunday All Employees Hourly
Under 16		\$229.52	\$6.04	\$7.65	\$7.38	\$8.72
At 16		\$286.90	\$7.55	\$9.56	\$9.23	\$10.91
At 17		\$344.28	\$9.06	\$11.48	\$11.07	\$13.09
At 18		\$401.66	\$10.57	\$13.39	\$12.92	\$15.27
At 19		\$459.05	\$12.08	\$15.30	\$14.76	\$17.45
At 20		\$516.43	\$13.59	\$17.21	\$16.61	\$19.63
At 21		\$573.81	\$15.10	\$19.13	\$18.48	\$21.81

Public Holiday Rate (All Shifts)

	Part time Hourly	Casual Hourly
Under 16	\$13.42	\$15.03
At 16	\$16.78	\$18.79
At 17	\$20.13	\$22.55
At 18	\$23.49	\$26.31
At 19	\$26.84	\$30.07
At 20	\$30.20	\$33.82
At 21	\$33.56	\$37.58

TRADES & METALS SECTION

Clause No. Subject Matter

- 19.1 Application
- 19.2 Meal Time
- 19.3 Wages
- 19.4 Apprentices
- 19.5 Hours
- 19.6 Casual Workers

- 19.7 Permanent Part-Time Employment
- 19.8 Skills Development and Multiskilling in the Broken Hill Metals' Industry
- 19.9 Travelling Expenses
- 19.10 Miscellaneous
- 19.11 Annual Leave
- 19.12 Termination of Services
- 19.13 Recall to Work
- 19.14 Distant Work
- 19.15 Travelling Time
- 19.16 Mine Leases
- 19.17 Height Money
- 19.18 Overtime

METALS SECTION

19.1 Application

The terms and conditions of this section govern the employment of persons engaged in metals manufacturing, engineering and fabrication trades and processes, maintenance and repairs of mechanical equipment and plant, electrical and electronic maintenance and repairs, domestic plumbing and associated industrial activities in the County of Yancowinna.

19.2 Meal Time

- (1) Employees shall be allowed thirty minutes to be taken after four hours work.
- (2) All time worked during the meal break by the employee shall be paid for at overtime rates.
- (3) When working overtime employees shall not work more than four hours continuously without being allowed thirty minutes for a meal break at overtime rates.

19.3 Wages

(a) BASE RATES

(i) PROCESS WORKER (New classification)

As defined in the Metal Industry Award aligning with the C13 rate will apply. This classification will be used for manufacturing processes only and the specific functions and skills levels will be as defined.

(ii) TRADESPERSON

(Aligned with C10 of the Metal Industry Award MIA)

This rate to apply to tradespersons with base certificate and will include an element of multiskilling agreed to by the employee and employer and this will not interfere with the entitlements listed below

(iii) TRADESPERSON SPECIAL CLASS

(Aligned with C9 of the MIA)

The definition in respect to this rate is:

- (1) An employee when working frequently or infrequently on machinery involving complex hydraulics, pneumatic, electrical and fabricating techniques.

(2) Must pass technical training both certified (72 hours) and/or had in house training or a degree of competency agreed to by the employer and the employee.

(iv) SENIOR TRADESPERSON

(Aligned with C8 of the MIA)

Tradesperson is considered competent to organise work and personnel to the satisfaction of the employer.

(v) NEW EMPLOYEE - FAMILIARISATION RATE (New classification)

A new employee may be employed for a period of six (6) weeks. After that period the employer is to pay the normal tradesperson rate.

If however the employer fails to do so, the following procedure will be implemented:

- * the Union and the employer will meet to resolve the matter;
- * if there is still disagreement then an independent Chairman will be obtained and the decision of that Chairman will be binding on both parties.

(b) FARE ALLOWANCE

Any employee working outside the workshop and using his own vehicle shall be paid a travelling allowance of \$8.00 per day.

19.4 Apprentices

- (a) The number of apprentices to be employed shall not exceed one or two or part of two journeymen. Any journeyman working in their own establishment may be counted as a journeyman employed in the trade.
- (b) The term of apprenticeship shall be four (4) years.
- (c) The rate of wages to be paid to apprentices shall be:

Apprentices - % of Tradesperson rate:

1st year	42%
2nd year	55%
3rd year	75%
4th year	88%

These percentages are to be applied to the tradesperson rate.

- (d) Provided that where an apprentice not having completed his/her apprenticeship on attaining the age of 21 years, he/she shall not be paid less than the adult minimum wage rate. Refer to Apprentice Wage Rates in schedule at back of this section.
- (e) For any overtime worked by an apprentice he/she shall be paid at overtime rates.
- (f) A minor may be engaged on probation for three (3) months only and if apprenticed, such three (3) months shall count as part of his/her apprenticeship.
- (g) Each apprentice shall be indentured and attend the Technical College for daytime instruction in accordance with the timetable for each particular trade without loss of pay. Apprentices attending the Technical College or Schools, and presenting reports of satisfactory conduct, shall be reimbursed for all fees paid by them at the end of each term.

19.5 Hours

(a) ORDINARY HOURS

The ordinary hours worked shall not exceed thirty-eight hours per week, excluding meal breaks, to be worked Mondays, Tuesdays, Wednesdays, Thursdays and Fridays, between the hours of:

Day shift	7.00 am to 5.30 pm
Afternoon shift	3.00 pm to 12 midnight
Night shift	11.00 pm to 8.00 am

(b) AFTERNOON SHIFT ALLOWANCE

A shift worker whilst on afternoon or night shift shall be paid for such shift 15% more than the worker's ordinary rate. Where shift work is required other than on a full working week, starting on a Monday (or other than the first working day of a week in which the Monday is an official holiday or stop work day) the shift so worked will be paid for at double time for shift or shifts so worked.

(c) SHIFT WORK

Rostered shift work may be done in ordinary hours over weekends at the penalty rates.

Saturday	50%
Sunday	100%

Seven (7) days notice is to be given with such roster and a paid meal break included.

19.6 Casual Workers

- (a) Casual employees are those who are engaged for irregular short periods of less than one (1) week for the work of their calling. They are paid the casual rate of pay and do not qualify for holiday pay, sick pay and other normal benefits including Saturday morning penalty.
- (b) Casuals are paid time and one half of the normal rate.

19.7 Permanent Part-Time Employment

Provision is made for permanent part-time employees to work no less than 15 hours per week by agreement between the employer and employee. Pro-rata conditions of the Consent Award to apply.

Time worked in excess of regular hours to be paid as overtime.

Permanent part-time employees will have first opportunity to fill full-time vacancies when and as they arise.

19.8 Skills Development & Multiskilling in the Broken Hill Metals' Industry

The parties to this Consent Award recognise the merit of providing development for employees engaged in the metals and engineering industries in Broken Hill leading to this implementation of multiskilling and career pathing. To this end it is agreed that as far as practicable further initiatives in this direction developed between the Automotive, Food, Metals and Engineering Printing and Kindred Industries Union, New South Wales Branch and the Metal Trades Industry Association, and as reflected in the Metal Industry Award, will be included in the Metals Section of future Consent Awards.

19.9 Travelling Expenses

- (a) The time occupied by an employee in travelling to take cars, motor vehicles or parts away from or to Broken Hill shall be included in the employee's ordinary weekly wage, but such employee shall not be required to travel outside general working hours.
- (b) All fares (First class railway) and reasonable travelling expenses and out-of-pocket expenses shall be paid by the employer.

19.10 Miscellaneous

- (a) The time occupied by an employee in filling in time book or cards or making other records shall be treated as time of duty.
- (b) Suitable fireproof material and coloured glasses shall be provided by the employer for any oxy-acetylene operation or electric welder.
- (c) Each employee shall be provided with goggles and a first aid kit shall be provided and placed in a suitable position in the workshop.
- (d) Employees shall be provided with suitable soap or solution for the purpose of cleaning their hands.
- (e) Two (2) pairs of overalls or work clothes and one (1) pair of boots to be supplied per year.
- (f) Tool Allowance is included in the wage for all purposes and at the time of the making of this award, the rate stood at \$9.00.
- (g) The employer shall provide rubber boots for employees working in water. Employees repairing chokes in sewerage systems, where the line of pipe has to be dug up, shall be paid as per the Plumbers and Gas Fitters State Award. When an employee has been employed cleaning chokes, the employer shall provide a suitable disinfectant for cleaning.

19.11 Annual Leave

- (a) All seven (7) day shift workers, after 11 January 1966, shall receive six (6) weeks' leave on full pay each year. Employees who leave the service of any establishment of one employer or who are put off before the expiration of twelve (12) months service, shall be paid for proportionate leave for each month served.
- (b) For the purpose of this clause seven (7) day shift workers shall mean those who are required to work regularly on Sundays and Public Holidays.

19.12 Termination of Services

- (a) To terminate employment either party shall be given one (1) weeks' notice - if the employer fails to do so he shall pay one week in lieu of notice and similarly if the employee fails to do so the employee shall forfeit one week's pay.

In the case of dishonest or misconduct, a summary dismissal shall apply. On termination of services payment for any monies due will be made within 48 hours or if the employee is leaving the city, then payment will be made forthwith.

- (b) Termination of services whilst under notice:

The employer shall have the right to summarily dismiss any employee for dishonest or misconduct whilst under notice. Payment of wages to be made up to the time of dismissal only.

19.13 Recall to Work

Where an employee is recalled to work after having left the job at the usual time for ceasing work, and before the usual starting time, the employee shall be paid for a minimum of four (4) hours at overtime rates.

19.14 Distant Work

Where an employee is required to work outside the municipal boundary of Broken Hill, the employee shall be paid his/her fare to and from the job or be conveyed to work and returned to Broken Hill until the job is completed. If the employee is required by his/her employer to stay out, the employer must provide suitable board as adjudged by the Union for the employee, or pay an allowance equivalent to standard accommodation.

19.15 Travelling Time

All travelling shall be done in the employer's time and shall be paid for at the ordinary hourly rate of pay.

19.16 Mine Leases

Employees working on productive mining leases and in the Mining Companies interests shall receive the mine rate or wages and all mine privileges.

19.17 Height Money

All employees working more than eight (8) metres above the ground shall be paid as per the Master Builders' Agreement whilst so employed. The employer shall also provide safe scaffolding with suitable handrail and guard rail or other suitable equipment to work from.

19.18 Overtime

With the exception of overtime worked on mining leases or on work directly related to mining leases all time worked in excess of ordinary hours shall be paid for at the rate of time and one half for the first two (2) hours and double time thereafter. All overtime worked on mining leases or on work directly related to mining leases will be paid at the rate of double time.

Time off may be taken in lieu of overtime payment at the penalty rate by mutual agreement between the employer and employee.

WAGE SCHEDULE

Effective from the first pay period commencing on or after 1 October 2001

APPLICATION

The terms and conditions of this section govern the employment of persons engaged in metals manufacturing, engineering and fabrication trades and processes, maintenance and repairs of mechanical equipment and plant, electrical and electronic maintenance and repairs, domestic plumbing and associated industrial activities in the County of Yancowinna.

	Fulltime Rate	Part Time Rate 1/38th	Casual Rate x1.5
Process Worker (Engineering production employee)	\$502.83	\$13.23	\$19.85
Basic Tradesperson	\$610.95	\$16.08	\$24.12
Engineering Tradesperson (Multiskilled)	\$633.35	\$16.67	\$25.00
Engineering Tradesperson (Special Class)	\$665.12	\$17.50	\$26.25
Engineering Tradesperson (Senior Tradesperson)	\$700.45	\$18.43	\$27.65

The Broken Hill Allowance is part of the total pay and attracts the percentage increase

APPRENTICES

			Adult
--	--	--	-------

	%	Junior Use Engineering Tradesperson (Multiskilled)	%	Use Process Worker for first 2 years of Apprenticeship
1st year	42	\$266.01	85%	\$427.41
2nd year	55	\$348.34	85%	\$427.41
3rd year	75	\$475.01		\$475.01
4th year	88	\$557.35		\$557.35

NOTE:

Process Worker classification is only to be used in manufacturing and industrial activities involving unskilled or semi-skilled work. It is not to be used for work requiring the exercise of trade skills.

Part time employees - must work no less than 15 hours per week.

Penalty Rates

Saturday Time plus 50%

Sunday Double Time

Broken Shift Allowance \$3.60

Overtime Meal Allowance \$7.41

Fare Allowance \$8.24 per day

On Call Allowance \$70.00 per week

TRANSPORT SECTION

Clause No. Subject Matter

Terms and Conditions of Employment

- 3. Hours of Employment
Section II - Long Distance Work
- 17. Annual Leave
Annual Leave Loading
- 18. Long Service Leave
- 19. Sick Leave
- 48. Definitions
- 49. Area, Incidence and Duration

Terms and Conditions of Employment

For terms and conditions of employment under this section, please refer to the Transport Industry (State) Award, (Code 677) except for the following Clauses:

3. Hours of Employment

The ordinary hours of work for all employees shall not exceed 38 hours per week or 76 hours per fortnight or 114 hours per 3 weeks or 152 hours per 4 weeks and shall be worked between Monday and Friday inclusive. The calculation of the hourly rate for penalties, part-time and casual employees shall be one thirty-eighth (1/38) of the Agreement rate applicable.

SECTION II - LONG DISTANCE WORK

- (A) "Long distance work" shall mean driving work on return trips which are always in excess of 300 road kilometres.

17. Annual Leave

- (i) Each employee after twelve months service in any one establishment of one employer shall be granted five (5) weeks holidays on full pay.
- (ii) Employees who leave the service of any establishment or is put off before the expiration of twelve months service shall receive proportionate payment accordingly, and in conformity with the *Annual Holidays Act 1944 NSW*.
- (iii) Holidays may be taken in one or two separate periods, and in the case of two periods being agreed upon, the definite commencing dates for each period shall be agreed upon prior to the commencement of the first period of leave being taken.
- (iv) Part-time employees receive pro-rata Annual Leave entitlements.

ANNUAL LEAVE LOADING

Please refer to General Clauses, Clause 1.4 - Annual Leave Loading.

18. Long Service Leave

Please refer to General Clauses, Clause 1.18 - Long Service Leave.

19. Sick Leave

Please refer to General Clauses, Clause 1.30 - Sick Leave.

48. Definitions

- A. Union shall mean the Construction, Forestry, Mining and Energy Union (South Western District - Mining and General).

49. Area, Incidence and Duration

Please refer to General Clauses, Clause 1.7 - Area, Incidence and Duration.

In addition to the wage rates prescribed in the Transport Industry (State) Award, the Broken Hill Allowance of \$12.40 per week shall be applied.

WAGE SCHEDULE

Effective from the first pay period commencing on or after 1 October 2001

Grade	Weekly Rate	Part Time	Casual
Grade 1	\$503.80	\$13.26	\$15.25
Grade 2	\$520.90	\$13.71	\$15.77
Grade 3	\$532.80	\$14.03	\$16.13
Grade 4	\$543.20	\$14.30	\$16.44
Grade 5	\$569.90	\$15.00	\$17.25
Grade 6	\$576.60	\$15.18	\$17.45
Grade 7	\$596.90	\$15.71	\$18.07
Grade 8	\$638.40	\$16.80	\$19.32
Furniture Removalist Offsider	\$510.10	\$13.43	\$15.44
Chauffeur	\$508.90	\$13.40	\$15.41

Long Distance Work	Rates-Cents per Km
Effective first pay period on or after 1/10/00	
Transport Worker Grade 7 and below	\$25.17
Transport Worker Grade 8	\$27.15

ALLOWANCES

Effective from the first pay period on or after 1 October 2001

Description	Amount
HIAB type crane or mechanical device	\$22.57 per week
Furniture for employees engaged in furniture removal	\$4.10 per day or part thereof
*Meal Allowance	\$7.65
Leading Hand Allowance	\$24.77 per week

The above rates include the Broken Hill Allowance of \$12.40

Notes -

The above information should read in conjunction with the abovementioned award.

TRANSPORT INDUSTRY - TOURIST & SERVICE COACH DRIVERS

Clause No. Subject Matter

Terms and Conditions of Employment

- 16. Annual Leave
- 18. Long Service Leave
- 8. Area, Incidence and Duration

Terms and Conditions of Employment

For terms and conditions of employment under this section, please refer to The Transport Industry - Tourist & Service Coach Drivers (State) Award, (Code 679) except for the following Clauses.

16. Annual Leave

- (i) Each employee after twelve months service in any one establishment of one employer shall be granted five (5) weeks holidays on full pay.
- (ii) Employees who leave the service of any establishment or is put off before the expiration of twelve months service shall receive proportionate payment accordingly, and in conformity with the *Annual Holidays Act* 1944 NSW.
- (iii) Holidays may be taken in one or two separate periods, and in the case of two periods being agreed upon, the definite commencing dates for each period shall be agreed upon prior to the commencement of the first period of leave being taken.
- (iv) Part-time employees receive pro-rata Annual Leave entitlements.
- (v) Where an employer and employee agree the employee may 'cash in' the fifth week of their Annual Leave. Payment of the 'cashed in' week will be made at the time of taking the bulk of the employee's Annual Leave.

(vi) In addition to the leave provided for by subclause (i) of this clause, seven-day shift workers, that is, shift workers who are rostered to work regularly on Sundays and holidays, shall be allowed one week's leave; provided that if during the year of employment an employee has served for only a portion of it as a seven-day shift worker, the additional leave shall be one day for every thirty six (36) ordinary shifts worked as a seven-day shift worker. In this subclause reference to one week and one day shall include holidays and non-working days.

18. Long Service Leave

Please refer to General Clauses, Clause 1.18 - Long Service Leave.

8. Area, Incidence and Duration

Please refer to General Clauses, Clause 1.7 - Area, Incidence and Duration.

WAGE SCHEDULE

Effective from the first pay period commencing on or after 1 October 2001

	Weekly Rate	x 1/38th Part time / hourly	x 1.15 plus 5/47th Hols Casual / hourly
Adult Employees	\$513.10	\$13.50	\$16.42

Other Rates and Allowances

Driver to issue tickets and collect fares	\$1.83 per day
Driving Instructor Allowance	\$4.70 per day
Meal Allowance	\$8.35

Notes -

The above information should be read in conjunction with the abovementioned award.

The above rates include the Broken Hill Allowance of \$12.40 per week.

WAREHOUSE AND CARRIERS

WHOLESALE WINE AND SPIRIT MERCHANTS

Clause No. Subject Matter

Definitions

- 22.1 Hours of Labour
- 22.2 Casual Employees
- 22.3 Part-Time Employees
- 22.4 Weekend Penalty
- 22.5 Overtime
- 22.6 Junior Employees

Wage rates in this section are based on those negotiated in the Broken Hill Commerce and Industry Consent Award 2001.

Definitions

- (a) Outdoor salesmen are persons employed in loading and unloading vehicles with goods and delivering and selling such goods on their rounds and/or collecting cash. Outdoor salesmen are paid the driver's rate of pay.
- (b) All other persons employed within a store are classified as storemen and are paid the appropriate rate.

22.1 Hours of Labour

- (a) As of 1 July 1999 the ordinary hours of work shall not exceed thirty-eight (38) per week excluding meal breaks. The hours shall be between 6.00 am and 6.00 pm Monday to Friday inclusive.
- (b) The starting and ceasing times shall be fixed by the individual employer to suit the circumstances of the particular business. The starting and ceasing times, having been fixed under this clause, no alteration shall be made except by mutual agreement of the parties.
- (c) The meal break shall be one half hour to be taken between 12 noon and 2.00 pm.

If any employee is not allowed to take his meal break between 12 noon and 2.00 pm, overtime shall be paid for that time and the sum of \$7.41 for the meal.

- (d) If agreeable between employer and employee, the ordinary working hours can be averaged over a 12 week period, as per Section 22 - Ordinary Working Hours in the NSW *Industrial Relations Act*, 1996.

22.2 Casual Employees

- (a) Casual employees are those who are engaged for irregular short periods for the work of their calling.
- (b) A casual employee shall be paid a minimum engagement of four hours.
- (c) Casual employees in this section shall be paid at the rate of time and 15%, Monday to Friday inclusive.
- (d) Casual employees, after twelve months service, shall be entitled to annual leave, calculated at five-forty sevenths of the gross earnings.
- (e) Casual employees, shall also be granted an annual leave loading of 17.5% of their holiday pay. The loading is payable on annual leave only.
- (f) Casual employees are entitled to long service leave.
- (g) Casual employees who leave the service of any establishment of one employer or is put off before the expiration of twelve months service shall receive proportionate payment accordingly.
- (h) Casual employees may be asked to work full-time on a temporary basis to allow coverage for staff absences.

22.3 Part-Time Employees

Adults may be employed as part-time employees in any classification in this section on the following basis.

- (a) Not less than twenty hours per week and not in excess of thirty-two hours per week.
- (b) Part-time employees shall be paid a minimum of two hours' pay for each day engaged.
- (c) Part-time employees shall be paid the minimum rostered hours.

- (d) All time worked in excess of eight hours per day shall be overtime and paid for at the rate prescribed for other weekly employees.
- (e) The hours of duty each day shall be worked continuously. Provided that an employee who is required to work longer than four hours shall be granted a meal break of not less and not more than thirty minutes.

The meal break shall be counted as time worked.
- (f) Part-time employees shall be paid hourly rates of pay calculated at 1/38th of the weekly rate plus ten percent.
- (g) Notwithstanding anything else contained in this Consent Award, the provisions of this Consent Award with respect to Annual Leave, Annual Leave Loading, Sick Leave, Long Service Leave, Compassionate Leave, Parental Leave and Holidays shall apply to part-time employees on a pro-rata basis for each employee.
- (h) One month's notice is to be given to change an employee's employment from part-time to casual.
- (i) Part-time employees may be asked to work full-time on a temporary basis to allow coverage for staff absences.

22.4 Weekend Penalty

All employees in this section shall be paid at the rate of time and one half for all ordinary hours worked between 6 am and 12 noon Saturday and double time for all ordinary hours performed between 12 noon Saturday and midnight Sunday.

22.5 Overtime

- (a) The payment of overtime, i.e. time worked outside the ordinary hours or shift, shall be paid at the rate of time and one half for the first two (2) hours and double time thereafter.
- (b) By mutual agreement the rate for overtime may be time off in lieu of overtime provided that:
 - (1) Time off shall be calculated at the penalty equivalent.
 - (2) The employee is entitled to a fresh choice of payment or time off on each occasion overtime is worked.
 - (3) Time off must be taken within one calendar month of the working of the overtime or it shall be paid out.
- (c) Each day's overtime stands alone.

22.6 Junior Employees

- (a) The minimum wages payable to juniors shall be the following percentages of a Storeperson.

16 years and under	60%
At 17 years	65%
At 18 years	75%
At 19 years	85%
At 20 years	100%
- (b) Junior employees are to have structured training, internal and/or external, incorporated into their duties.

WAGE SCHEDULE

Effective the first pay period commencing on or after 1 October 2001

ADULTS

	Weekly rate	Part time	Casual
Checker, Assembler, Sorter, Replenisher, Stock Hand Wrapper	\$470.35	\$13.61	\$14.23
Tyer, Indoor Salesperson, Storeperson Head Storeperson 1 - 4 Employees	\$488.50	\$14.14	\$14.78
Head Storeperson 5 - 12 Employees	\$498.90	\$14.44	\$15.09

JUNIORS

	%	Weekly rate	Part time	Casual
16 Years and under	60	\$282.21	\$8.16	\$8.54
At 17 years of age	65	\$305.72	\$8.85	\$9.25
At 18 years of age	75	\$352.76	\$10.21	\$10.67
At 19 years of age	85	\$399.79	\$11.57	\$12.09
At 20 years of age	100	\$470.35	\$13.61	\$14.23

Drivers: refer to Transport Industry wage schedule

Penalty rates

All employees shall be paid at the rate of time and one half for all ordinary hours worked between 6 am and 12 noon Saturday and double time for all ordinary hours performed between 12 noon Saturday and midnight Sunday.

Overtime:

Overtime shall be paid at the rate of time and one half for the first 2 hours and double time thereafter.

Broken Shift Allowance: \$3.60

Overtime Meal Allowance: \$7.41

The above rates include the Broken Hill Allowance of \$12.40 per week.

P. J. SAMS *D.P.*

Printed by the authority of the Industrial Registrar.

(099)

SERIAL C1515

CEMETERY AND CREMATORIA (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Funeral and Allied Industries Union of New South Wales Branch, industrial organisation of employees.

(No. IRC 4310 of 2002)

Before Mr Deputy President Sams

1 August and 14 August
2002

VARIATION

1. Delete subclauses (i), (iv), (v), (vi) and (vii) of clause 6, Wages, of the award published 23 February 2001 (322 I.G. 514), and insert in lieu thereof the following:

(i) The following rates of pay shall be the minimum rates to be paid to weekly employees in the classifications shown hereunder:

Classification	Rate Per Week \$
Employee engaged in grave digging	485.00
Transformer Hand	481.10
General Hand	457.50

The rates of pay in this award include the adjustments payable under the State Wage Case 2002. These adjustments may be offset against:

- (a) any equivalent overaward payments; and/or
- (b) award wage increases since 29 May, 1991 other than safety net, State Wage Case, and minimum rates adjustments.

- (iv) In addition to the wage rates set out in this award, a weekly employee only shall be paid an industry allowance of \$51.85 per week. This allowance will be paid on all public holidays as outlined in this award, annual leave exclusive of the loading and any sick leave entitlement payable under this award, excepting where a pay-out provision exists. This allowance will not be included for the purpose of computing overtime or the calculation of workers' compensation.
- (v) An industry disability allowance of \$9.10 per week shall be paid to all employees to compensate for the disability of being available to the employer at short notice on each Saturday throughout the year. This allowance shall be paid for all purposes of the award. An employee required to do any work in connection with an exhumation shall receive an allowance for each body exhumed in addition to his/her ordinary wage as set out in the following scale:
 - (vi) Where a body has been buried for 14 days or less, \$53.25. Where a body has been buried for more than 14 days but less than seven years and had been arterially embalmed and sealed in a metal, polythene or other approved plastic container, \$63.85. Where a body has been buried for more than 14 days but less than seven years and has not been arterially embalmed and inserted in a metal, polythene or other approved plastic container, \$106.50. Where a body has been buried in excess of seven years, \$53.25
- (vii) An additional \$9.00 per employee shall be paid when such employee is engaged in hand digging a grave.

2. Delete clause 8, Leading Hand, and insert in lieu thereof the following:

8. Leading Hand

Where an employer in his/her sole discretion appoints an employee as a leading hand, such an employee shall be paid an allowance of \$26.20 per week above his/her appropriate classification as provided for in subclause (i) of clause 6, Wages.

3. Delete clause 11, Tea Money, and insert in lieu thereof the following:

11. Tea Money

- (i) Employees required to work overtime for more than two hours after their ordinary ceasing time on any day, Monday to Friday inclusive, and who have not been so advised the day previously, shall be paid a meal allowance of \$9.20.
 - (ii) Employees who are advised that they are required to work overtime and who are not so required to work shall be paid \$5.75 meal allowance.
4. This variation shall take effect from the beginning of the first pay period to commence on or after 10 August 2002.

P. J. SAMS *D.P.*

