

Vol. 341, Part 8

10 October 2003

Pages 659 - 735



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. 341, Part 8

10 October 2003

Pages 659 - 735

	Page
Awards and Determinations	
Awards Made or Varied	
Broken Hill Commerce and Industry Consent Award 2001	(VIRC) 674
Butchers' Wholesale (Newcastle and Northern)	(VIRC) 705
Clerical Employees in Retail (State)	(VIRC) 709
Coachmakers, &c., Rail (State)	(VIRC) 711
Coachmakers, &c., Road and Perambulator Manufacturers (State)	(VIRC) 713
EnergyAustralia Appliance Sales Consent Award 2003	(AIRC) 659
Engine Packing Manufacture (State)	(VIRC) 715
KU Children's Services (Other Than Teachers) (State) Consent Award 2000	(VIRC) 717
Plastic Moulding, &c., (State)	(VIRC) 722
Ready Workforce NUW Consent Award 2003	(AIRC) 669
Storemen and Packers (State) Industrial Committee	(OIRC) 731
Tanning Industry (State)	(VIRC) 724
Transport Industry - Concrete Haulage Contract Determination	(VIRC) 726

(390)

SERIAL C2120**THE ENERGYAUSTRALIA APPLIANCE SALES CONSENT AWARD 2003**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by EnergyAustralia

(No. IRC 2120 of 2003)

Before The Honourable Mr Deputy President Harrison

6 August 2003

AWARD**1. Table of Contents**

Clause No.	Subject Matter
1.	Table of Contents
2.	Title
3.	Area, Incidence and Duration
4.	Purpose of This Award
5.	Terms of Employment
6.	Classification of Employment
7.	Rates of Pay
8.	Hours of Work
9.	Overtime
10.	Job Sharing
11.	Termination
12.	Performance Development and Training
13.	Occupational Health and Safety
14.	Sick Leave
15.	Personal/ Carer's Leave
16.	Annual Leave
17.	Long Service Leave
18.	Other Leave
19.	Public Holidays
20.	Excess Travel
21.	Disputes and Grievances Procedure
22.	Superannuation
23.	Anti-Discrimination
24.	Flexible Arrangements
25.	No Extra Claims
26.	Bereavement Leave

2. Title

This Award shall be known as the EnergyAustralia Appliance Sales Consent Award 2003.

3. Area, Incidence and Duration

3.1 Rescission and replacement of previous Award.

3.1.1 This Award replaces the Energy Australia Appliance Sales Award 2000 published 5 April 2002 (332 I.G. 580).

3.2 This Award shall apply to ALL persons employed at EnergyAustralia in the Appliance Sales business, except;

Those employees employed in positions where they need to hold electrical qualifications or;

Those current employees employed under contract as Senior Managers, or;

Those current employees employed under the EnergyAustralia Professionals, Managers & Specialists Enterprise Agreement.

3.3 The parties to this Award are:

EnergyAustralia;

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

3.4 This Award shall take effect on and from the beginning of the first pay period to commence on or after 12 August 2002 and shall remain in force for a period of 3 years.

4. Purpose of this Award

4.1 This Award has been made to support the ongoing commercial viability of the Appliance Sales business. It is intended that this Award will enable employment opportunities in this business to be maintained and increased by continuing to enhance labour flexibility and cooperation in line with practices in the retailing industry.

4.2 In making this Award, the parties recognise that the Appliance Sales business needs to be able to operate in the commercial environment of: Whitegoods Retail; Residential Hot Water & Air Conditioning Retail; and Builder's Supply Industry. This industry holds significantly different commercial realities to that which generally apply to Energy Australia.

4.3 The parties, in recognising these different commercial environments, agree that this Award shall not be used as a precedent to be applied to any other part of EnergyAustralia's operations. Any amendments made to the EnergyAustralia Award shall not be used as a precedent to the EnergyAustralia Appliance Sales Consent Award.

5. Terms of Employment

5.1 Employees under this Award shall be employed as either Permanent or Casual.

5.1.1 Permanent employees, either full-time or part-time, shall be employed subject to a probationary period of a minimum of three (3) months. During the probationary period, employment can be terminated by one (1) week's notice by either party.

5.1.2 Casual employees shall be engaged and paid on an hourly basis. The minimum period of engagement will be three (3) hours.

5.1.3 Casual employees who have been successful in attaining appointment to a permanent position, shall be deemed to have satisfied the probationary requirement.

6. Classification of Employment

6.1 Store Salesperson: An employee who works in a sales capacity within an EnergyAustralia Appliance Sales retail store.

6.2 Store Supervisor: An employee who manages the operations of an EnergyAustralia retail store. A Store Supervisor may be required to work in various locations of Energy Australia.

6.3 Field Salesperson: An employee who works the majority of the time in the field. This classification includes but is not limited to, Air-Conditioning Sales Representatives and Building Supply Sales Representatives.

- 6.4 Store Person: An employee who works within a Warehouse or Stores of EnergyAustralia Appliance Sales. This classification includes but is not limited to delivery work.
- 6.5 Sales Administration: An employee who works within the Sales Administration area of Appliance Sales. This may include but is not limited to, Debt Recovery, Accountancy, and general administration.
- 6.6 Sales Management: An employee who manages the broader operations of the Energy Australia Appliance Sales. This may include but is not limited to preparation of and adherence to budgets and projected targets, commercial focus and direction of the Appliance Sales business.
- 6.7 Telesales Representative: An employee who works within the Appliance Sales Telephone Contact Centre, undertaking work which may include, but not limited to, customer enquiries, product sales, advising customers of product features and benefits, organising installation of products, and general administration.

7. Rates of Pay

- 7.1 On the first pay period following 12 August 2003, a wage/salary increase of 4% shall be paid to employees covered by this Award.
- 7.2 On the first pay period following 12 August 2004, an additional wage/salary increase of 4% shall be paid to employees covered by this Award.
- 7.3 The minimum rates of pay shall be:

Classification	Hourly/ Weekly Rate
Junior - 16 yrs	\$11.75 (\$423.04)
Junior - 17 yrs	\$12.54 (\$451.58)
Junior - 18 yrs	\$13.84 (\$498.24)
Trainee	\$14.65 (\$527.54)
Store Salesperson	
Level 1	\$16.12 (\$580.38)
Level 2	\$16.92 (\$609.30)
Level 3	\$17.77 (\$639.76)
Store Supervisor	
Level 1	\$18.66 (\$671.77)
Level 2	\$20.02 (\$720.75)
Level 3	\$21.48 (\$773.19)
Field Salesperson	
Level 1	\$19.64 (\$706.86)
Level 2	\$21.85 (\$786.69)
Level 3	\$23.66 (\$851.86)
Store Person	
Level 1	\$15.62 (\$562.65)
Level 2	\$17.14 (\$617.01)
Level 3	\$18.29 (\$658.27)
Sales Administration	
Level 1	\$16.56 (\$596.19)
Level 2	\$17.93 (\$645.55)
Level 3	\$19.41 (\$698.77)
Sales Management	
Level 1	\$22.55 (\$811.76)
Level 2	\$24.20 (\$871.14)
Level 3	\$25.97 (\$934.77)

- A. Casual employees shall be paid for all ordinary time worked at the base rate of the appropriate classification plus twenty percent (20%) loading. The loading shall be paid in lieu of ALL leave and incorporates the benefits prescribed in all relevant employment legislation including the *Annual Holidays Act 1944*.
- 7.5 Progression through the levels set out in sub-clause 7.3 above, shall be on the basis of having attained the required competencies and completion of a satisfactory performance review. The performance review will cover areas including but not limited to: sales, clerical & administration, and stock control, as is applicable to the individual's position.
- 7.6 The ranges specified and the rates contained within sub-clause 7.3 above are total rates. No additional allowances, other than those provided for in this sub-clause, shall be payable.
- 7.7 Salaries shall be paid weekly by means of electronic transfer into an employees nominated account with an approved financial institution.
- 7.8 Reasonable out-of-pocket expenses incurred by individuals in performing their duties covered by this Award, subject to approval by the Manager, Appliance Sales, shall be reimbursed.

8. Hours of Work

- 8.1 Except as otherwise provided for, the Full Time Ordinary Hours of work shall be thirty-six (36) hours per week, averaged over a four (4) week period, Monday to Saturday (Monday to Sunday in stores which may lawfully trade on Sundays).
- 8.2 A part-time employee is one who is employed as such and who works regular days and regular hours which are less than the full time ordinary hours.
- 8.3 A part-time employee shall be paid a pro rata rate commensurate with their normal hours worked each week.
- 8.4 A part-time employee shall be entitled to all service entitlements on a pro - rata basis commensurate with their normal hours worked each week.
- 8.5 The Ordinary Hours of work for a Casual may be worked between 7.00 am and 6.30 pm, provided that the time of cessation of ordinary hours of work on Thursday, Friday or substitute late-night shopping nights, shall be 9.00 pm.
- 8.6 A long day, being a day exceeding nine (9) but not more than eleven (11) ordinary hours, may be worked each week, provided that, by mutual agreement, additional long days may apply.
- 8.7 Ordinary hours shall be worked on no more than five (5) days in each week, provided that, by agreement, ordinary hours may be worked on six (6) days in one week.
- 8.8 By mutual agreement, employees may work the above hours on an agreed flexible basis.
- 8.9 An employee directed to work ordinary hours on a Sunday or Public Holiday shall be paid at the rate of double time for such ordinary hours. By agreement, an employee may work ordinary hours on a Sunday.
- 8.10 The hours of work as specified in sub-clause 8.1 above, may generally be performed at a specified location within the region covered by EnergyAustralia. However, at the request of the Manager Appliance Sales, employees covered by this Award may be required to work or train at any location. Where an employee is required to work at a location outside of their normal area, they shall be paid for excess travel in accordance with clause 20 'Excess Travel'.

9. Overtime

- 9.1 An employee directed to perform duties outside the ordinary spread of hours provided by clause 8 (Hours of Work) shall be paid:

- 9.1.1 For overtime worked, Monday to Saturday inclusive, at ordinary rates plus one half of the first two hours and at double ordinary rates thereafter
- 9.1.2 For overtime worked on Sundays or Public Holidays at double ordinary rates.
- 9.2 An employee who is directed to work for more than five ordinary hours without a break for a meal shall be paid overtime rates until they have had a break for a meal of thirty minutes, unless otherwise agreed.
- 9.3 An employee working overtime shall be allowed a meal break of twenty minutes which shall be paid at the appropriate overtime rate after each period of four hours of overtime worked, from the completion of the last meal break.
- 9.4 An employee may be required to work a reasonable amount of overtime, at overtime rates.

10. Job Sharing

- 10.1 Job sharing is a particular type of work where one or more full-time positions are shared by two or more employees to cover an agreed span of hours.
- 10.2 Where a full-time employee requests to convert to part-time work and their current position needs someone on duty full-time, a job sharing arrangements may be suitable.
- 10.3 A job-sharer shall be paid a pro rata rate commensurate with their normal hours worked each week.
- 10.4 A job-sharer shall be entitled to all service entitlements on a pro rata basis commensurate with their normal hours worked each week. Appropriate training will also be provided.
- 10.5 The Parties will consult before introducing a new area of job sharing.
- 10.6 In the event that one of the employees sharing a job either resigns or is appointed to another position, the remaining employee will be offered the opportunity to be appointed to the position on a full-time basis.
- 10.7 A breakdown in an existing job-share arrangement will not be used as an opportunity to change the full-time status of that position without full consultation with the appropriate union.

11. Termination

11.1 Notice of Termination

- 11.1.1 An employee shall be given the following periods of notice or payment in lieu:

Employee's period of continuous Service with EnergyAustralia	Period of Notice
Less than 1 year	1 week
Between 1 and 3 years	2 weeks
Between 3 and 5 years	3 weeks
More than 5 years	4 weeks

- 11.1.2 The period of notice given to an employee is increased by one week if the employee is over 45 years of age and has completed at least two years of continuous service with the Appliance Sales section of EnergyAustralia, or continuous prior service with EnergyAustralia.
- 11.1.3 This shall not limit EnergyAustralia's right to dismiss an employee without notice for serious misconduct.
- 11.2 Employees shall provide EnergyAustralia with not less than one week's notice of termination or forfeit one week's wages in lieu.

- 11.3 If an employee is absent without notifying the employer for a continuous period of five working days without reasonable cause, they will be considered to have abandoned their employment and may be dismissed effective from the last day actually worked.
- 11.4 The decision to dismiss an employee shall rest with the relevant General Manager or nominee.
- 11.5 Suspension without pay for an appropriate time may be applied as an alternative to dismissal, in accordance with the EnergyAustralia disciplinary policy and procedures. This should be discussed with the employee and the relevant Union before a final decision is made.

12. Performance Development and Training

- 12.1 The parties to this agreement recognise performance development and training as a mechanism to enhance productivity, efficiency and competitiveness of Appliance Sales. Accordingly the parties commit themselves to:
- 12.1.1 Completing annual performance reviews and identifying the training needs of the individual in relation to the role they perform.

13. Occupational Health and Safety

- 13.1 The *Occupational Health and Safety Act* (NSW) 2000, and Occupational Health and Safety Regulation 2001 as amended shall apply.
- 13.1.1 The parties to this agreement recognise the primary objectives of the legislation, that is:
- 13.1.1.1 To secure and promote the health, safety and welfare of people at work.
- 13.1.1.2 To protect people at a place of work against risk to health or safety arising out of the activities of persons at work.
- 13.1.1.3 To promote a safe and healthy work environment for people at work that protects them from injury and illness and that is adapted to their physiological and psychological needs.
- 13.1.1.4 To provide for consultation and co-operation between employers and employees in achieving the objects of the Act
- 13.1.1.5 To ensure that risks to health and safety at a place of work are identified, assessed and eliminated or controlled.

14. Sick Leave

- 14.1 Permanent employees shall be entitled to paid sick leave of up to 120 hours per year for up to five (5) year's service, and 144 hours per year thereafter.
- 14.2 After three months continuous service, a permanent employee is entitled to 24 hours sick leave. Thereafter, the balance of the per annum total as specified in sub-clause 14.1 shall be credited, on a pro-rata basis, to an employee's sick leave entitlements every three months. Untaken sick leave shall accrue from year to year.
- 14.3 Payment for absence due to sick leave shall be subject to:
- 14.3.1 That notice is given in respect of such absence, to the Manager, Appliance sales, or any other designated person, within two (2) hours immediately following the employee's normal starting time, or, when the illness occurs during working hours, before ceasing time.

14.3.2 That for periods of absence in excess of three (3) days, medical certification, or other proof satisfactory to the Manager, Appliance Sales, shall be provided, showing the necessity for, and probable duration of, such absence.

14.3.3 Paid sick leave will not be available for absences on either the last working day before, or the first working day after, an award/ public holiday, annual leave or long service leave unless a medical certificate is provided.

14.4 Employees whose employment commenced prior to 15th February 1993, shall be entitled to the benefits of Clause 36 of the EnergyAustralia Award 2003.

15. Personal / Carer's Leave

15.1 Upon application by an employee, leave may be granted for the care of ill or injured immediate family members.

15.2 An immediate family member is identified as follows;

15.2.1 a spouse of the employee; or

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

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

15.2.4 a same-sex partner who lives with the employee as the de facto partner of that employee on a bona-fide domestic basis; or

15.2.5 a relative of the employee who is a member of the same household; where for the purposes of this paragraph;

15.2.5.1 'Relative' means a person related by blood, marriage or affinity;

15.2.5.2 'Affinity' means a relationship that one spouse has to blood relatives of the other, because of marriage; and

15.2.5.3 'Household' means a family group living in the same domestic dwelling.

15.3 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 normal circumstances an employee must not take personal / carer's leave under this sub-clause where another person has taken leave to care for the same person

15.4 Leave granted in accordance with this clause, will be deducted from the employee's sick leave entitlement.

16. Annual Leave

16.1 The *Annual Holidays Act 1944* (as amended) shall apply.

17. Long Service Leave

17.1 The *Long Service Leave Act 1955* (as amended) shall apply.

18. Other Leave

- 18.1 Employees will be entitled to the benefits provided for under Part 4 - "Parental Leave" of the *Industrial Relations Act* (NSW) 1996.
- 18.2 Bereavement leave of up to two days may be granted, with pay, following the death of a relative or a person to whom the employee holds a close affinity. Such leave shall be granted at the discretion of the Manager, Appliance Sales, and shall not exceed beyond the day on which the funeral takes place.

19. Public Holidays

- 19.1 The days upon which the following holidays are to be observed shall be public holidays under this Award;
- 19.1.1 New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Labour Day, Queen's Birthday, Christmas Day, Boxing Day, and Union Picnic Day, together with all proclaimed or gazetted public holidays for the State.
- 19.1.2 The Union Picnic Day will be a day mutually agreed between the parties. This day may be an employee's Birthday, anniversary start date, day of choice or the agreed Union Picnic Day.

20. Excess Travel

- 20.1 Excess travel is defined as additional travelling time incurred by an employee when the employee is required to work in areas that are outside their normal region of work. This will apply when:
- 20.1.1 The employee is required to start work at a location that is further than 60 kilometres from their usual place of work.
- 20.1.2 The employee is required to transfer to start work at a location that is further than 60 kilometres from their usual place of work.
- 20.2 Where an employee is transferred to a new place of work, payment for any excess travel shall be paid for the first six months only. This arrangement does not include transfers or appointments made at the employee's own request.
- 20.3 Excess travel shall be calculated by estimating the actual travel time and distance by road. Excess travel shall be calculated at ordinary time Monday to Saturday inclusive and at ordinary time plus one-half on Sundays and Public Holidays.
- 20.4 An employee shall be paid for their actual excess travel time and fares or the amount calculated under subclause 20.3 above, whichever is the greater.
- 20.5 Employees who travel in an EnergyAustralia vehicle are only entitled to payment for any excess travel time which exceeds 60 minutes per journey except when they are called out or working overtime on a day which is not a normal working day and in this case they are entitled to payment for all travelling time.

21. Disputes and Grievances Procedure

- 21.1 Whilst not precluding the right of any party to a dispute from proceeding under the provisions of the *Industrial Relations Act* (NSW) 1996, the following procedures for the settlement of disputes, claims and grievances will be adopted and adhered to, so as to ensure that negotiations and consultation take place between parties in an honest endeavour to arrive at a settlement by avoiding direct action which will, or is liable to, interrupt service to EnergyAustralia's customers or inhibit its ability to provide and maintain supply.
- 21.2 The following specific procedures will be adopted. Any dispute, claim, or grievance involving this Award shall be resolved as follows:

- 21.2.1 An employee, or group of employees, must first take the matter up with the immediate supervisor concerned.
- 21.2.2 Should the matter remain unresolved the dispute should be taken to the Manager, Appliance Sales within 5 working days.
- 21.2.3 Should agreement not be reached after stage 21.2.2 of this procedure the Customer Service Manager Human Resources shall convene a meeting within five (5) working days of being notified. An employee has the right to be represented by their Union if they so choose.
- 21.2.4 If agreement cannot be reached after stage 21.2.3 of this procedure the matter in dispute shall be referred to the General Manager, Customer Service.
- 21.2.5 In the event of the dispute remaining unresolved, the matter in dispute is to be referred to the appropriate tribunal.
- 21.2.6 During all stages of negotiations and including any hearings before an Industrial Tribunal the status quo will be maintained by both/all parties and without prejudice to either party, work shall continue in accordance with the provisions of the Agreement. Status quo shall mean the state of affairs or circumstances in existence prior to the incident/s occurrence, which directly or indirectly results in the exercising of the Dispute Procedure.

22. Superannuation

- 22.1 Subject to the provisions of relevant superannuation legislation, employees under this Award will have their superannuation contributions paid into the Energy Industries Superannuation Scheme (EISS).
- 22.2 Salary Sacrifice to Superannuation
 - 22.2.1 An employee may elect in lieu of being paid an amount of wages to have an equivalent amount paid by way of Superannuation contributions in accordance with the relevant provisions of the EISS.
 - 22.2.2 Where an employee has elected to have an amount paid by way of Superannuation contributions in lieu of salary, any allowance, penalty, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payment for leave taken in service to which an employee is entitled under this Award or any applicable award, act or statute which is expressed to be determined by reference to an employee's wage, shall be calculated by reference to the actual wages paid to the employee and the amount paid under clause 22.2.1 by way of Superannuation contributions.
 - 22.2.3 Subject to the provisions of relevant superannuation legislation, any Superannuation contributions under clause 22.2 shall be paid to the EISS.
 - 22.2.4 The employee may elect to have an amount paid by way of Superannuation contributions in lieu of salary on joining EnergyAustralia Appliance Sales and thereafter may alter the amount paid by way of Superannuation contributions under clause 22.2 with effect from 1 July each year.
 - 22.2.5 An election to have Superannuation contributions paid in lieu of an amount of salary shall be in writing and may only be made with the consent of both the employee and EnergyAustralia.

23. Anti-Discrimination

- 23.1 It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act* (NSW) 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race (colour, ethnic, or entho-religious background, descent or nationality), sex (including pregnancy), martial status, disability, homosexuality, transgender identity, age and carer's responsibilities.

- 23.2 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 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.
- 23.3 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.
- 23.4 Nothing in this clause is to be taken to affect:
- 23.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation
 - 23.4.2 offering or providing junior rates of pay to persons under 21 years of age;
 - 23.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act* 1977;
 - 23.4.4 a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 23.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

24. Flexible Arrangements

- 24.1 By mutual agreement, an employee and the Manager, Appliance Sales may agree to other flexible working arrangements within the span of ordinary hours as part of this Award.
- 24.2 Such individual arrangements should be recorded in writing, signed by both parties, and a copy supplied to the Union.
- 24.3 The intentions of such arrangements should be to the mutual benefit of both parties, and as a whole, should not disadvantage an individual overall.

25. No Extra Claims

- 25.1 It is a term of this Award that the Union parties to this Award undertake that for the period of the duration of this Award, they will not pursue any extra claims, Award or over Award, except where consistent with such principle.

R. W. HARRISON *D.P.*

Printed by the authority of the Industrial Registrar.
(1701)

SERIAL C2165

READY WORKFORCE NUW CONSENT AWARD 2003

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by National Union of Workers, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 1831 of 2003)

Before The Honourable Justice Kavanagh

14 April 2003

AWARD**1. Title**

This award shall be referred to as the Ready Workforce NUW Consent Award 2003.

2. Arrangement

Clause No.	Subject Matter
1.	Title
2.	Arrangement
3.	Definitions
4.	Parties
5.	Terms and Conditions of Employment
6.	Provision of Information
7.	Area, Incidence and Duration
8.	Anti-Discrimination
9.	Superannuation
10.	No Extra Claims
11.	Settlement of Disputes
12.	Union Deductions

3. Definitions**3.1 In this Consent Award:**

- (1) "Award" means an award of the Commission or the Australian Industrial Relations Commission (within the scope of which the Union may cover employees) that applies to a workplace or site of a Client at which an Employee is working which would otherwise apply if the Employee was an employee of that Client;
- (2) "Client" means any corporation which has entered into a contract with the Company for the supply of the Company's labour;
- (3) "Commission" means the Industrial Relations Commission of New South Wales;
- (4) "Company" means Ready Workforce Pty Ltd ABN 54 088 288 037 of Level 8, 32 Walker Street, North Sydney, New South Wales, 2060;
- (5) "Consent Award" means this award;
- (6) "Employee(s)" means an employee of the Company who is a member of the Union or eligible to be a member of the Union and engaged to perform work at the Client's workplace or site;
- (7) "Enterprise Agreement" means an enterprise agreement made under the *Industrial Relations Act 1996* (NSW) or a certified agreement or an Australian Workplace Agreement made under the *Workplace Relations Act 1996* (Cth);
- (8) "Terms and Conditions of Employment" means the terms and conditions of employment applicable to the Employees employed at the Client's workplace or site including the applicable Award and Enterprise Agreement; and
- (9) "Union" means the National Union of Workers', New South Wales Branch, 3-5 Bridge Street, Granville, New South Wales, 2142.

4. Parties

The parties to this Consent Award are the Company and the Union.

5. Terms and Conditions of Employment

The Employees, whilst working at a Client's workplace or site, will be paid the Terms and Conditions of Employment. To avoid uncertainty, this means that Employees shall receive no less than the applicable Award and/or Enterprise Agreement applying at the Client's workplace.

6. Provision of Information

Upon request from the Company, the Union undertakes to use its best endeavours to provide the following information to the Company:

- 6.1 whether the Client's workplace or site employs Union members; and
- 6.2 the Terms and Conditions of Employment applicable to the Client's workplace or site.

7. Area, Incidence and Duration

- 7.1 This Consent Award is binding on the Company, the Union and the Employees.
- 7.2 This Consent Award shall operate from 14 April 2003 and remain in force for a period of two years.
- 7.3 This Consent Award applies to work performed within the State of New South Wales at sites where the Union has members or coverage pursuant to its registered rules. For the purposes of Clause 5, an indicative but non-exhaustive list of Awards is contained in Appendix "A" to this Consent Award.

8. Anti-Discrimination

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

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

9. Superannuation

The Company will make superannuation contributions on behalf of Employees into the Labour Union Co-operative Retirement Fund or any other complying superannuation fund.

10. No Extra Claims

The parties to this Consent Award agree that they will make no extra claims whether covered by this Consent Award or not for its duration of this Consent Award.

11. Settlement of Disputes

- 11.1 In the event of a dispute or grievance arising between the parties, the parties shall endeavour to resolve the dispute in accordance with the following procedure:

- (a) any dispute arising out of employment shall be referred by the shop steward or an individual employee to the Company representative appointed for this purpose;
- (b) failing settlement at this level between the Company and the shop steward on the job, the shop steward shall refer the dispute within 24 hours to the union organiser who will take the matter up with the Company.

All efforts shall be made by the Company and the union organiser to settle the matter but, failing settlement, the union organiser shall refer the dispute to the union Secretary and the Company shall refer the dispute to its employer association and the union Secretary shall take the matter up with the employer association;

- (c) during the discussions the status quo shall remain and work shall proceed normally. "Status quo" shall mean the situation existing immediately prior to the dispute or the matter giving rise to the dispute; and
- (d) at any time, either party shall have the right to notify the dispute to Industrial Registrar of the Commission.

12. Union Deductions

- 12.1 The Company shall deduct Union membership fees (not including fines or levies) from the pay of any Employee, provided that:

- (a) the Employee has authorised the Company to make such deductions in accordance with sub-clause 12.2 herein;
- (b) the Union shall advise the Company of the amount to be deducted for each pay period applying at the Company's workplace and any changes to that amount; and
- (c) deduction of Union membership fees shall only occur in each pay period in which payment has or is to be made to an Employee.

- 12.2 The Employee's authorisation shall be in writing and shall authorise the deduction of an amount of Union fees (including any variation in that fee effected in accordance with the Union's rules) that the Union advises the Company to deduct. Where the Employee passes any such written authorisation to the Union, the Union shall not pass the written authorisation on to the Company without first obtaining the Employee's consent to do so. Such consent may form part of the written authorisation.

- 12.3 Monies so deducted from Employees' pay shall be remitted to the Union on a monthly basis, together with all necessary information to enable the reconciliation and crediting of subscriptions to Employees'

membership accounts, provided that where the Company has elected to remit on a monthly basis, the Company shall be entitled to retain up to 2.5 per cent of the monies deducted.

- 12.4 Where an Employee has already authorised the deduction of Union membership fees in writing from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the Employee to make a fresh authorisation in order for such deductions to commence or continue.
- 12.5 The Union shall advise the Company of any change to the amount of membership fees made under its rules, provided that this does not occur more than once in any calendar year. Such advice shall be in the form of a schedule of fees to be deducted weekly. The Union shall give the Company a minimum of two months' notice of any such change.
- 12.6 An Employee may at any time revoke in writing an authorisation to the Company to make payroll deductions of Union membership fees.
- 12.7 Where an Employee who is a member of the Union and who has authorised the Company to make payroll deductions of Union membership fees resigns his or her membership of the Union in accordance with the Rules of the Union, the Union shall inform the Employee in writing of the need to revoke the authorisation to the Company in order for payroll deductions of union membership fees to cease.

Appendix A

(List of "Awards" (not exhaustive) as defined in subclause 7.3)

AWARDS OF THE INDUSTRIAL RELATIONS COMMISSION OF NSW

Storemen & Packers General (State) Award
 Storemen & Packers Bond & Free Stores (State) Award
 Storemen & Packers Wholesale Drug Stores (State) Award
 Rubber Workers (State) Award
 Pet Food Manufacturers (State) Award
 Biscuit & Cake Makers (State) Award
 Grocery Products Manufacturing (State) Award
 Starch Manufacturers &c. (State) Award
 Pastry Cooks &c. (State) Award
 Pastry Cooks (Specified Wholesalers) Award
 Advertising Sales representatives (State) Award
 Commercial Travellers &c. (State) Award
 Animal Food Makers &c. (State) Award

AWARDS OF THE AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Rubber, Plastic & Cablemaking Industry - General Award 1996
 Storage Services Materials Handling Award 1996
 Metal, Engineering & Associated Industries Award 1998
 Market Research Industry Award 1990
 Storage Services Steel distributing Award 1996
 Storage Services Australian Capital Territory - National Union of Workers - Award 1998
 Storage Services Bulk Liquid Terminals Award 1996
 Rubber, Plastic & Cable Making Industry - Rubber, Plastic, Adhesive Tape, Abrasive and Coated Materials Award 1990
 Milling Industry Award 1990
 National Skin, Hide & Wool Stores (NUW) Award 1994
 Storage Services General Award 1999
 Storemen & Packers (Wool Selling Brokers) Award 1990
 Storage Services Warehousing Award 1996

Business Equipment Industry (Technical Service) Award 1978
Vehicle Industry - Repair, Services and Retail - Award 1983
Brushmaking Industry Consolidated Award 1979
International Duty Free Stores Award 1980

T. M. KAVANAGH *J.*

Printed by the authority of the Industrial Registrar.

(1014)

SERIAL C1834

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

FULL BENCH OF THE INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the Barrier Industrial Council.

(No. IRC 4579 of 2002)

Before The Honourable Justice Wright, President
The Honourable Justice Walton, Vice-President
The Honourable Justice Boland
Commissioner O'Neill

30 September, 28 November and
20 December 2002

VARIATION

1. Insert in numerical order in the General Clause Index of the award published 25 October 2002 (336 I.G. 885) following new clause number and subject matter:

1.39 2002 State Wage Case

2. Insert after subclause 1.38, Workplace Flexibility, the following new subclause:

1.39 2002 State Wage Case

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

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

The above clause will replace the offsetting clause inserted into awards pursuant to the principles determined in the State Wage Case 2001 decision.

3. Delete the amounts in the clauses that appear in Column 1 of the following table and insert in lieu thereof the rates that appear in Column 3:

Column 1 Clause No.	Column 2 Clause Name	Column 3 Rates as per State Wage Case 2002 \$
1.9 3.7 6.8 11.3(d) 16.9	Broken Shifts Broken Shifts Broken Shifts Broken Shifts Broken Shifts	3.73
1.14(a) 11.14	First-aid Kits First-aid Allowance	6.08
1.22(c)(b) 3.8(b)	Overtime Meal Allowance Meal Breaks	7.67
6.1(c) 7.1(c) 9.1(c) 22.1(c)	Hours of Labour Hours of Labour Hours of Labour Hours of Labour	7.67
1.22(c)(c) 3.8(c)	Overtime Meal Breaks Meal Breaks	7.67
1.27(d) 11.11(a)	Laundry Allowance Laundry Allowance	4.48
3.6	Additional Rates	6.40
11.15(a)	Mixed Functions	10.66
19.3(b)	Fare Allowance	8.53

4. Delete subclause (a) of clause 1.35, Vehicle - Expenses - Licences, and insert in lieu thereof the following:

(a) Weekly Employees

Any employee required by an employer to provide at his own expense a bicycle shall be paid \$8.00 per week extra, motor cycle \$24.40 per week extra, motor car or utility under 2000cc capacity \$90.09 per week extra plus 28c per kilometre, 2000cc and over \$107.25 per week plus 28c 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 40c per kilometre, 2000cc and over 45c per kilometre.

5. Delete the Wage Schedule from the Animal Welfare Section and insert in lieu thereof the following:

Wage Schedule

Effective from the first pay period commencing on or after 1 October 2002

Adult Employees

	Weekly Rate \$	Part-time/Hourly \$	Casual/Hourly \$
Animal Nurse	453.25	13.12	13.72
General Nurse	447.85	12.96	13.55
Animal Attendant	431.40	12.49	13.06
Food Preparer/Kennel Cleaner	431.40	12.49	13.06
All Others	431.40	12.49	13.06

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.

	%	Weekly Rate \$
Kennel Cleaner -		
Under 17 years of age	70	301.98
At 17 years of age	80	345.12
At 18 years of age	90	388.26
At 19 years of age	100	431.40
All Others -		
Under 17 years of age	70	301.98
At 17 years of age	80	345.12
At 18 years of age	90	388.26
At 19 years of age	100	431.40

Penalty Rates

Full-time and part-time employees working ordinary hours only.

Monday to Friday after 6 pm	Time plus 20%
Saturday	Time plus 25%

Allowances

Broken Shift Allowance	\$3.73
Overtime Meal Allowance	\$7.67

Please Note: Animal Attendant, Food Preparer/Kennel Cleaner and all others have been increased to the minimum adult wage.

The above rates incorporate the Broken Hill Allowance as part of the total rate of pay.

6. Delete the Wage Schedule from the Cleaners and Caretakers Section and insert in lieu thereof the following:

Wage Schedule

Effective from the first pay period commencing on or after 1 October 2002

Classification	Weekly Rate \$	Part-time/Hourly \$	Casual/Hourly \$
Caretaker	499.10	14.45	15.10
Cleaner	470.23	13.61	14.23

Penalty Rates

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.

Allowances

Broken Shift Allowance	\$3.73
Overtime Meal Allowance	\$7.67
Toilet Cleaning Allowance	\$6.40

The above rates incorporate the Broken Hill Allowance as part of the total rate of pay.

7. Delete the Wage Schedule from the Clerks Section and insert in lieu thereof the following:

Wage Schedule

Effective from the first pay period commencing on or after 23 June 2002

Grade	Weekly Rate \$	Part-time/Hourly \$	Casual/Hourly \$
Grade 1	483.00	12.71	15.25
Grade 2	503.90	13.26	15.91
Grade 3	537.60	14.15	16.98

Grade 4	579.30	15.24	18.29
Grade 5	639.90	16.84	20.21

Junior Rates

Qualified Computer Operator

Age	Weekly Rate \$	Part-time/Hourly \$	Casual/Hourly \$
At 17 years	256.80	6.76	8.11
At 18 years	310.90	8.18	9.82
At 19 years	353.60	9.30	11.17
At 20 years	415.20	10.93	13.11

All Others

Age	Weekly Rate \$	Part-time/Hourly \$	Casual/Hourly \$
Under 17 years	200.50	5.28	6.33
At 17 years	247.75	6.52	7.82
At 18 years	300.80	7.92	9.50
At 19 years	339.35	8.93	10.72
At 20 years	397.05	10.45	12.54

Penalty Rates

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.

The above rates incorporate the Broken Hill Allowance as part of the total rate of pay.

8. Delete the Wage Schedule from the Clothing Trades Section and insert in lieu thereof the following:

Wage Schedule

Effective from the first pay period commencing on or after 1 October 2002

Classification	Weekly Rate \$	Part-time/Hourly \$	Casual/Hourly \$
Seamstress	474.60	12.49	15.61
Cutter & Pattern Maker	513.70	13.52	16.90
Tradesperson	554.25	14.59	18.23

Apprentices - Percentage of Tradesperson Rate \$554.25

Classification	%	Weekly Rate \$
1st year -		
1st 6 months	50	277.13
2nd 6 months	55	304.84

2nd year - 1st 6 months	60	332.55
2nd 6 months	65	360.26
3rd year - 1st 6 months	70	387.98
2nd 6 months	75	415.69
4th year - 1st 6 months	80	443.40
2nd 6 months	85	471.11

Junior Rates of Pay - Percentage of Seamstress Rate \$474.60

Classification	%	Weekly Rate \$
16 years & under	50	237.30
At 17 years	60	284.76
At 18 years	69	327.47
At 19 years	75	355.95
At 20 years	85	403.41

Penalty Rates

Casual Employees	Time plus 25% plus A/L & LSL
Part-time Employees	Time plus pro rata A/L, LSL & S/L
Saturday	Time plus 25%
Sunday	Double time

Overtime

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

Allowances

Broken Shift Allowance	\$3.73
Overtime Meal Allowance	\$7.67

The above rates incorporate the Broken Hill Allowance as part of the total rate of pay.

9. Delete the Wage Schedule from the Furnishing Trades Section and insert in lieu thereof the following:

Wage Schedule

Effective from the first pay period commencing on or after 1 October 2002

Furnishing

Classification	Weekly Rate \$	Part-time/Hourly \$	Casual/Hourly \$
Tradesperson/Journeyman	553.79	14.57	16.76
Other adult employees as defined engaged in -			
Soft furnishings, etc. - cutting	532.92	14.02	16.13
Soft furnishing fixing, measuring	519.61	13.67	15.73
Making, etc., window blinds other than venetian blinds	508.53	13.38	15.39
Adult employees other than Tradesperson/Journeyman -			
First year of experience	460.67	12.12	13.94
Second year of experience	482.19	12.69	14.59

Thereafter	501.28	13.19	15.17
------------	--------	-------	-------

Apprentices

Classification	% of Tradesperson Rate	Weekly Rate \$
1st year - Junior	51	282.43
Adult	61	337.81
2nd Year - Junior	60	332.27
Adult	65	359.96
3rd year - Junior	75	415.34
Adult	75	415.34
4th year - Junior	90	498.41
Adult	90	498.41

Display Making

Classification	Weekly Rate \$	Part-time/Hourly \$	Casual/Hourly \$
Display Maker	549.09	14.45	16.62
Assistant Display Maker	493.71	12.99	14.94
General Hand	445.74	11.73	13.49
Picture Frame Worker 1	527.35	13.88	15.96
Picture Frame Worker 2	506.15	13.32	15.32
Picture Frame Worker 3	472.89	12.44	14.31
Picture Frame Worker 4	458.66	12.07	13.88

Juniors

		Weekly Rate \$	Part-time/Hourly \$	Casual/Hourly \$
Furnishing Trades	% of 2nd year other than Tradesperson			
Under 16 years	35	168.77	4.44	5.11
At 16 years	43	207.34	5.46	6.27
At 17 years	51	245.92	6.47	7.44
At 18 years	61	294.14	7.74	8.90
At 19 Years	75	361.64	9.52	10.94
At 20 years	88	424.33	11.17	12.84
Display Makers	% of Display Maker			
Under 16 years	32	175.71	4.62	5.32
At 16 years	39	214.15	5.64	6.48
At 17 years	46	252.58	6.65	7.64
At 18 years	55	302.00	7.95	9.14
At 19 years	68	373.38	9.83	11.30
At 20 years	79	433.78	11.42	13.13
Picture Frame Maker	% of Picture Framer W1			
Under 16 years	31	163.48	4.30	4.95

At 16 years	37	195.12	5.13	5.90
At 17 years	45	237.31	6.24	7.18
At 18 years	53	279.50	7.36	8.46
At 19 years	67	353.32	9.30	10.69
At 20 years	79	416.61	10.96	12.61

Penalty Rates

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.

Allowances

Broken Shift Allowance	\$3.73
Overtime Meal Allowance	\$7.67

The above rates incorporate the Broken Hill Allowance as part of the total rate of pay.

10. Delete the Wage Schedule from the Gardeners Section and insert in lieu thereof the following:

Wage Schedule

Effective from the first pay period commencing on or after 1 October 2002

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

Propagator and/or Gardener

Adult Employee	Weekly Rate \$	Part-time/Hourly \$	Casual/Hourly \$
With certificate	492.75	12.97	14.91
Without certificate	478.55	12.59	14.48
General Garden Hand	455.70	11.99	13.79

Apprentices

Classification	% of Gardener with certificate	Weekly Rate \$
1st year	55	271.01
2nd year	65	320.29
3rd year	75	369.56
4th year	90	443.48

Junior Rates

		Weekly Rate \$	Part-time/Hourly \$	Casual/Hourly \$
--	--	-------------------	------------------------	---------------------

Gardener without certificate	% of Gardener without certificate			
18 years and under	80	382.84	10.07	11.59
At 19 years	90	430.70	11.33	13.03
At 20 years	100	478.55	12.59	14.48
General Garden Hand	% of Garden Hand			
18 years and under	80	364.56	9.59	11.03
At 19 years	90	410.13	10.79	12.41
At 20 years	100	455.70	11.99	13.79

Penalty Rates

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.

Saturday Time plus 50%
Sunday Double time
Overtime Time and one half for the first 2 hours and double time thereafter

The above rates incorporate the Broken Hill Allowance as part of the total rate of pay.

11. Delete the Wage Schedule from the Hairdressers Section and insert in lieu thereof the following:

Wage Schedule

Effective from the first pay period commencing on or after 1 October 2002

Hairdressers	Weekly Rate \$	Part-time/Hourly \$	Casual/Hourly \$
Male/Female Senior	535.55	15.50	17.62

Apprentices	% of Hairdresser Rate	Weekly Rate \$
1st year	40	214.22
2nd year	55	294.55
3rd year	70	374.89
4th year	85	455.22
Apprentices (with 1 year's pre-apprenticeship course through TAFE)	% of Hairdresser Rate	Weekly Rate \$
2nd year (first 6 months only)	55	294.55
3rd year	70	374.89
4th year	85	455.22

Salon Assistant	% of Salon Assistant Rate	Weekly Rate	Part-time/Hourly	Casual/Hourly
-----------------	---------------------------	-------------	------------------	---------------

		\$	\$	\$
Senior Operator		498.35	14.43	16.39
Juniors -				
Under 16 years	40	199.34	5.77	6.56
At 16 years	50	249.18	7.21	8.20
At 17 years	60	299.01	8.66	9.84
At 18 years	70	348.85	10.10	11.48
At 19 years	80	398.68	11.54	13.11
At 20 years	90	448.52	12.98	14.75

Beauty Therapist	% of Beauty Therapist Rate	Weekly Rate \$	Part-time/Hourly (T+10%) \$	Casual/Hourly (T+25%) \$
Senior Operator		494.45	14.31	16.26
Juniors -				
At 17 years	40	197.78	5.73	6.51
At 18 years	55	271.95	7.87	8.95
At 19 years	70	346.12	10.02	11.39
At 20 years	85	420.28	12.17	13.83

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%

Overtime

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

The above rates incorporate the Broken Hill Allowance as part of the total rate of pay.

12. Delete the Wage Schedule from the Handyperson and Town Labourers Section and insert in lieu thereof the following:

Wage Schedule

Effective from the first pay period commencing on or after 1 October 2002

Classification	Weekly Rate \$	Part-time/Hourly \$	Casual/Hourly \$
Handyperson	517.55	13.62	15.66
Town Labourer	464.00	12.21	14.04

Junior Rates - Town Labourer

	% of Town Labourer Rate	Weekly Rate \$	Part-time/Hourly \$	Casual/Hourly \$
Under 16 years	60	278.40	7.33	8.43
At 16 years	70	324.80	8.55	9.83
At 17 years	80	371.20	9.77	11.23
At 18 years	100	464.00	12.21	14.04

Penalty Rates

Saturday	Time plus 50%
Sunday	Double time

Allowances

Broken Shift Allowance	\$3.73
Overtime Meal Allowance	\$7.67

The above rates incorporate the Broken Hill Allowance as part of the total rate of pay.

13. Delete the Wage Schedule from the Hotels Section and insert in lieu thereof the following:

Wage Schedule

Effective from the first pay period commencing on or after 1 October 2002

Full-time Employees

Classifications	New Weekly \$	Mon-Fri \$	Sat (T+50%) \$	Sun (T+75%) \$	Public Holidays (T+150%) \$
Introductory Level	443.80	11.68	14.60	20.44	29.20
Level 1 Food & Beverage Att Grade 1 (bar useful) Kitchen Attendant Grade 1 Guest Service Grade 1 (cleaner) Persons not otherwise provided for	460.50	12.12	15.15	21.21	30.30
Level 2 Food & Beverage Att Grade 2 (bar attendant) Kitchen Attendant Grade 2 Cook Grade 1 (breakfast, grill cook) Guest Service Grade 2 (room attendant)					
Storeperson Grade 1 Doorperson & Security Officer Grade 1 Leisure Attendant Grade 1 Front Office Grade 1 Clerical Grade 1	485.60	12.78	15.97	22.36	31.95
Level 3 Food & Beverage Att Grade 3 (TAB, pokies) Kitchen Attendant Grade 3 Cook Grade 2 Guest Service Grade 3 Storeperson Grade 2 Handyperson Timekeeper & Security Officer Grade 2 Forklift Driver Leisure Attendant Grade 2 Front Office Grade 2 Clerical Grade 2	503.90	13.26	16.58	23.21	33.15
Level 4 Food & Beverage Attendant Grade 4 Cook Grade 3 (commis chef, qualified chef) Guest Service Grade 4 Storeperson Grade 3 Leisure Attendant Grade 3 Front Office Grade 3 Clerical Grade 3	537.60	14.15	17.68	24.76	35.37
Level 5 Food & Beverage Supervisor					

Cook Grade 4 (demi chef, first cook)					
Guest Service Supervisor					
Front Office Supervisor					
Clerical Supervisor	579.30	15.24	19.06	26.68	38.11
Level 6					
Cook Grade 5 (chef de partie)	598.20	15.74	19.68	27.55	39.36

Part-time Employees

Classifications	Mon-Fri (1/38 th) \$	Sat (T+25%) \$	Sun (T+75%) \$	Public Holidays (T+150%) \$
Introductory Level	11.68	14.60	20.44	29.20
Level 1				
Food & Beverage Attendant Grade 1 (bar useful)				
Kitchen Attendant Grade 1				
Guest Service Grade 1 (cleaner)				
Persons not otherwise provided for	12.12	15.15	21.21	30.30
Level 2				
Food & Beverage Attendant Grade 2 (bar attendant)				
Kitchen Attendant Grade 2				
Cook Grade 1 (breakfast, grill cook)				
Guest Service Grade 2 (room attendant)				
Storeperson Grade 1				
Doorperson & Security Officer Grade 1				
Leisure Attendant Grade 1				
Front Office Grade 1				
Clerical Grade 1	12.78	15.97	22.36	31.95

Level 3				
Food & Beverage Attendant Grade 3 (TAB, pokies)				
Kitchen Attendant Grade 3				
Cook Grade 2				
Guest Service Grade 3				
Storeperson Grade 2				
Handyperson				
Timekeeper & Security Officer Grade 2				
Forklift driver				
Leisure Attendant Grade 2				
Front Office Grade 2				
Clerical Grade 2	13.26	16.58	23.21	33.15
Level 4				
Food & Beverage Attendant Grade 4				
Cook Grade 3 (commis chef, qualified chef)				
Guest Service Grade 4				
Storeperson Grade 3				
Leisure Attendant Grade 3				
Front Office Grade 3				
Clerical Grade 3	14.15	17.68	24.76	35.37
Level 5				
Food & Beverage Supervisor				
Cook Grade 4 (demi chef, first cook)				
Guest Service Supervisor				
Front Office Supervisor				
Clerical Supervisor	15.24	19.06	26.68	38.11
Level 6				
Cook Grade 5 (chef de partie)	15.74	19.68	27.55	39.36

Casual Employees

Classifications	Mon-Fri (T+25%) \$	Sat (T+50%) \$	Sun (T+75%) \$	Public Holidays (T+175%) \$
Introductory Level	14.60	17.52	20.44	32.12
Level 1 Food & Beverage Attendant Grade 1 (bar useful) Kitchen Attendant Grade 1 Guest Service Grade 1 (cleaner) Persons not otherwise provided for	15.15	18.18	21.21	33.33
Level 2 Food & Beverage Attendant Grade 2 (bar attendant) Kitchen Attendant Grade 2 Cook Grade 1 (breakfast, grill cook) Guest Service Grade 2 (room attendant) Storeperson Grade 1 Doorman & Security Officer Grade 1 Leisure Attendant Grade 1 Front Office Grade 1 Clerical Grade 1	15.97	19.17	22.36	35.14
Level 3 Food & Beverage Attendant Grade 3 (TAB, pokies) Kitchen Attendant Grade 3 Cook Grade 2 Guest Service Grade 3 Storeperson Grade 2				
Handyperson Timekeeper & Security Officer Grade 2 Forklift driver Leisure Attendant Grade 2 Front Office Grade 2 Clerical Grade 2	16.58	19.89	23.21	36.47
Level 4 Food & Beverage Attendant Grade 4 Cook Grade 3 (commis chef, qualified chef) Guest Service Grade 4 Storeperson Grade 3 Leisure Attendant Grade 3 Front Office Grade 3 Clerical Grade 3	17.68	21.22	24.76	38.91
Level 5 Food & Beverage Supervisor Cook Grade 4 (demi chef, first cook) Guest Service Supervisor Front Office Supervisor Clerical Supervisor	19.06	22.87	26.68	41.92
Level 6 Cook Grade 5 (chef de partie)	19.68	23.61	27.55	43.29

Apprentice Cooks	% of Level 4 Rate (Cook Grade 3)	\$
1st year	55	295.68
2nd year	65	349.44
3rd year	80	430.08
4th year	95	510.72

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.

Age	%
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	%
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 plus 50%
Full-time and 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 plus 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.

Allowances

Broken Shift Allowance	\$1.71 for time worked between 2 and 3 hours \$2.67 for time worked over 3 hours
Overtime Meal Allowance	\$9.37
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	\$7.76 per week

For other allowances refer to General Section

The above rates incorporate the Broken Hill Allowance of the total rate of pay.

14. Delete the Wage Schedule from the Kindergarten and Child Care Centres Section and insert in lieu thereof the following:

Wage Schedule

Effective from the first pay period commencing on or after 1 October 2002

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

Classification	Weekly Rate \$	Part-time/Hourly \$	Casual/Hourly \$
Child Care Worker			
Grade 1			
1st year	553.40	16.02	17.48
2nd year	563.52	16.31	17.80
3rd year	573.31	16.60	18.10
Grade 2			
1st year	490.25	14.19	15.48
2nd year	503.06	14.56	15.89
3rd year	514.75	14.90	16.26
Grade 3	503.06	14.56	15.89
Grade 4			
1st year	463.96	13.43	14.65
2nd year	468.89	13.57	14.81
3rd year	473.70	13.71	14.96
4th year	478.15	13.84	15.10
General Assistant			
Grade 1	512.80	14.84	16.19
Grade 2	488.47	14.14	15.43
Housekeeper	490.25	14.19	15.48
First/Alone cook	483.05	13.98	15.25
Assistant cook	478.57	13.85	15.11
Cleaners	468.89	13.57	14.81

Leading Hand	Per Week \$	or	Per Day \$
1 - 5 employees	12.71		2.54
6 - 10 employees	18.37		3.67
11 - 15 employees	24.67		4.93
16 - 20 employees	30.87		6.17

Shift Work

Early	10%
Afternoon	15%
Night Rotating	17.5%
Night Non-Rotating	30%

Junior % of Appropriate Adult Rate

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

Allowances

Broken Shift Allowance	\$3.73
------------------------	--------

Overtime Meal Allowance	\$7.67
Toilet Allowance	\$6.40
First-aid Allowance	\$6.08

The above rates incorporate the Broken Hill Allowance as part of the total rate of pay.

15. Delete the Wage Schedule from the Meat Industry (Processing) Section and insert in lieu thereof the following:

Wage Schedule

Effective from the first pay period commencing on or after 1 October 2002

Adult Employees	Weekly Rate \$	Hourly Rate \$
Level 6	537.60	14.15
Level 5	511.00	13.45
Level 4	497.70	13.10
Level 3	486.40	12.80
Level 2	471.60	12.41
Level 1	443.80	11.68

Junior Employees	% of Adult Level 6	Weekly Rate \$	Hourly Rate \$
Level 6			
Under 17 years	50	268.80	7.07
17 to under 18 years	60	322.56	8.49
18 to under 19 years	75	403.20	10.61
19 to 20 years	85	456.96	12.03
Level 5	% of Adult Level 5		
Under 17 years	50	255.50	6.72
17 to under 18 years	60	306.60	8.07
18 to under 19 years	75	383.25	10.09
19 to 20 years	85	434.35	11.43
Level 4	% of Adult Level 4		
Under 17 years	50	248.85	6.55
17 to under 18 years	60	298.62	7.86
18 to under 19 years	75	373.28	9.82
19 to 20 years	85	423.05	11.13
Level 3	% of Adult Level 3		
Under 17 years	50	243.20	6.40
17 to under 18 years	60	291.84	7.68
18 to under 19 years	75	364.80	9.60
19 to 20 years	85	413.44	10.88
Level 2	% of Adult Level 2		
Under 17 years	50	235.80	6.21
17 to under 18 years	60	282.96	7.45
18 to under 19 years	75	353.70	9.31
19 to 20 years	85	400.86	10.55
Level 1	% of Adult Level 1		
Under 17 years	50	221.90	5.84
17 to under 18 years	60	266.28	7.01
18 to under 19 years	75	332.85	8.76
19 to 20 years	85	377.23	9.93

Allowances

Meal Allowance	\$8.00
Leading Hand Allowance -	
3 to <10 employees	\$7.57
>10 employees	\$11.30

Penalty Rates**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 incorporate the Broken Hill Allowance as part of the total rate of pay.

16. Delete the Wage Schedule from the Motels Section and insert in lieu thereof the following:

Wage Schedule

Effective from the first full pay period on or after the 1 October 2002

	Full-time	Part-time (1/38 th)	Full-time Part-time Public Holiday (T+150%)	Casual Mon-Fri (T+25%)	Casual Sat (T+50 %) \$	Casual Sun (T+75 %) \$	Casual Public Holiday (T+175%) \$
Introductory Level Three months period for employees that are inexperienced	443.80	11.68	29.20	14.60	17.52	20.44	32.12
Level 1 Hospitality service Grade 1	460.50	12.12	30.30	15.15	18.18	21.21	33.33
Level 2 Hospitality service Grade 2 Admin/front office Grade 1 Leisure attendant Grade 1	485.60	12.78	31.95	15.97	19.17	22.36	35.14
Level 3 Hospitality service Grade 3 Admin/front office Grade 2 Leisure attendant Grade 2	503.90	13.26	33.15	16.58	19.89	23.21	36.47
Level 4 Hospitality service							

Grade 4 Admin/front office							
Grade 3 Leisure attendant							
Grade 3	537.60	14.15	35.37	17.68	21.22	24.76	38.91
Level 5 Hospitality service							
Grade 5 Admin & front office supervisor	579.30	15.24	38.11	19.06	22.87	26.68	41.92
Level 6							
Hospitality service Grade 6	598.20	15.74	39.36	19.68	23.61	27.55	43.29

Apprentice Cooks	% of Level 4 Rate	\$
1st year	55	295.68
2nd year	65	349.44
3rd year	80	430.08
4th year	95	510.72

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.

Age	%
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	%
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

Allowances

Broken Shift Allowance	\$1.71 for time worked between 2 and 3 hours \$2.67 for time worked over 3 hours
Overtime Meal Allowance	\$9.37
Board & Lodging Deduction	\$7.10
Fork Lift Driver Allowance	\$7.76

For other allowances refer to General Section.

The above rates incorporate the Broken Hill Allowance as part of the total rate of pay.

17. Delete the Wage Schedule from the National Training Wage Section and insert in lieu thereof the following:

Wage Schedule

Effective from the first pay period commencing on or after 1 October 2002

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

Wage Level A School Leaver	Highest Year of Schooling Completed		
	Year 10 per week \$	Year 11 per week \$	Year 12 per week \$
	160.80 (50%)	198.65 (33%)	
	187.40 (33%)	224.30 (25%)	271.40
+ 1 year out of school	224.30	271.40	316.45
+ 2 years	271.40	316.45	367.65
+ 3 years	316.45	367.65	419.90
+ 4 years	367.65	419.90	
+ 5 years or more	419.90		

Wage Level B School Leaver	Highest Year of Schooling Completed		
	Year 10 per week \$	Year 11 per week \$	Year 12 per week \$
	160.80 (50%)	198.65 (33%)	
	187.40 (33%)	224.30 (25%)	261.15
+ 1 year out of school	224.30	261.15	301.10
+ 2 years	261.15	301.10	353.30
+ 3 years	301.10	353.30	401.90
+ 4 years	353.30	401.90	
+ 5 years or more	401.90		

Wage Level C School Leaver	Highest Year of Schooling Completed		
	Year 10 per week \$	Year 11 per week \$	Year 12 per week \$
	160.80 (50%)	198.65 (33%)	
	187.40 (33%)	224.30 (25%)	252.90
+ 1 year out of school	224.30	252.90	284.65
+ 2 years	252.90	284.65	318.45
+ 3 years	284.65	318.45	356.90
+ 4 years	318.45	356.90	

+ 5 years or more	356.90		
-------------------	--------	--	--

* 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	435.90	451.90
Wage Level B	416.90	431.90
Wage Level C	369.90	383.90

School-based Traineeships

	Year of Schooling	
	Year 11 per week \$	Year 12 per week \$
School-based Traineeships Wage Levels A, B & C	204.85	224.30

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.

Trainees who have left school - Wage Level A

	Year 10 per hour \$	Year 11 per hour \$	Year 12 per hour \$
School Leaver	6.74	7.38	8.93
1 year after leaving school	7.38	8.93	10.41
2 years	8.93	10.41	12.09
3 years	10.41	12.09	13.81
4 years	12.09	13.81	
5 years or more	13.81		

Trainees who have left school - Wage Level B

	Year 10 per hour \$	Year 11 per hour \$	Year 12 per hour \$
School Leaver	6.74	7.38	8.59
1 year after leaving school	7.38	8.59	9.90
2 years	8.59	9.90	11.62
3 years	9.90	11.62	13.22
4 years	11.62	13.22	
5 years or more	13.22		

Trainees who have left school - Wage Level C

	Year 10 per hour \$	Year 11 per hour \$	Year 12 per hour \$
School Leaver	6.74	7.38	8.32
1 year after leaving school	7.38	8.32	9.36
2 years	8.32	9.36	10.48
3 years	9.36	10.48	11.74
4 years	10.48	11.74	
5 years or more	11.74		

School-based Traineeships

	Year of Schooling	
	Year 11 per hour \$	Year 12 per hour \$
School-based Traineeships Wage Levels A, B & C	6.74	7.38
Rate including 20% loading**	8.14	8.86

**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.

18. Delete the Wage Schedule from the Plant Operators and Earthmoving Section and insert in lieu thereof the following:

Wage Schedule

Effective from the first full pay period to commence on or after 1 October 2002

Classification	Weekly Rate \$	Casual/Hourly Rate \$
Group A	511.20	15.47
Group B	529.00	16.01
Group C	546.90	16.55
Group D	554.30	16.77
Group E	563.00	17.04
Group F	568.40	17.20
Group G	577.60	17.48
Group H	588.00	17.79
Powder Monkey	588.00	17.79

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

Allowances

Description	Effective 10 July 2002 Amount \$
Leading Hands Allowance-In Charge -	
2-5 Employees	17.40
6-10 Employees	24.60
More than 10 Employees	31.40
Industry Allowance	19.80
Travel Pattern Loading	7.25
Fares	13.30 per day
Operator in Charge of Plant	12.37 per week
Meal Allowance	9.60 per meal
Each subsequent meal	7.80 per meal
First-aid Minimum Qualification Certificate	1.90 per day
First-aid Higher Certificate	2.98 per day
Civil and/or Mechanical Projects	19.10 per week
Waste Disposal	0.92 per hour
Country Work -	
Unbroken week	335.60
Broken week	48.00 per day
Broken Hill Allowance	12.40 per week included in weekly rate of pay
Living Away from Home Allowance	25.90 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

The above rates incorporate the Broken Hill Allowance as part of the total rate of pay.

Notes: The above information should be read in conjunction with the appropriate award. Section 15 of the *Industrial Relations Act* 1996 provides that an award comes into force on the date on the date specified by the Commission. However, legal proceedings relating to its enforcement cannot be commenced until 7 days after publication in the NSW Industrial Gazette. The information contained in this award update/wage summary is provided for the convenience of reference only. It is not an unauthorised text. It is not intended to take the place of the NSW Industrial Gazette nor your independent enquiries.

19. Delete the Wage Schedule from the Restaurants, Fish Shops & Cafes (Where Meals are Served) Section and insert in lieu thereof the following:

Wage Schedule

Effective from the first pay period commencing on or after 1 October 2002

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 2-hour minimum payment per day.

Classification	Weekly	Part-time	Casual	Saturday	Sunday
----------------	--------	-----------	--------	----------	--------

	\$	\$	\$	\$	\$
First Cook in Charge with authority to direct other staff	486.50	14.08	16.00	19.20	22.40
Second Cook	473.05	13.69	15.56	18.67	21.79
Bar Attendant, Waiter/Waitress	468.70	13.57	15.42	18.50	21.58
Pantry/Kitchen/General/Maid/Cleaner	467.15	13.52	15.37	18.44	21.51

Apprentice Cooks

	% of First Cook Rate	Weekly \$	Saturday \$	Sunday \$
1st year	46	223.79	8.83	10.31
2nd year	54	262.71	10.37	12.10
3rd year	68	330.82	13.06	15.24
4th year	80	389.20	15.36	17.92

Junior Waiter/Waitress

	% of Waiter/Waitress Rate	Weekly \$	Part-time \$	Casual \$	Saturday \$	Sunday \$
Under 18 years of age	62	290.59	8.41	9.56	11.47	13.38
At 18 years of age	68	318.72	9.23	10.48	12.58	14.68
At 19 years of age	78	365.59	10.58	12.03	14.43	16.84
at 20 years of age	88	412.46	11.94	13.57	16.28	18.99

Junior Pantry

	% of Pantry Maid Rate	Weekly \$	Part-time \$	Casual \$	Saturday \$	Sunday \$
Under 18 years of age	62	289.63	8.38	9.53	11.43	13.34
At 18 years of age	68	317.66	9.20	10.45	12.54	14.63
At 19 years of age	78	364.38	10.55	11.99	14.38	16.78
20 years of age	88	411.09	11.90	13.52	16.23	18.93

Allowances

Broken Shift Allowance	\$3.73
Overtime Meal Allowance	\$7.67

The above rates incorporate the Broken Hill Allowance as part of the total rate of pay.

20. Delete the Wage Schedule from the Security Industry Section and insert in lieu thereof the following:

Wage Schedule

Effective from the first pay period commencing on or after 1 October 2002

Adult Employees	Weekly Rate \$	Mon-Fri Part-time/Hourly (1/38 th) \$	Casual/Hourly (T+15% plus 5/47 th Hols) \$
Grade 1	522.90	13.76	17.51
Grade 2	541.20	14.24	18.12
Grade 3	552.50	14.54	18.50
Grade 4	563.70	14.83	18.87

Grade 5	585.90	15.42	19.62
---------	--------	-------	-------

Allowances

Leading Hand Allowance

Employees	Rate per week \$	Rate per shift \$
0- 5 employees	22.41	4.48
6 -10 employees	25.42	5.08
11-15 employees	33.23	6.65
16-20 employees	38.35	7.67
Over 20 employees	38.35	7.67
Each employee exceeding 20, extra	0.60	0.12

Relieving Officer	\$21.76 per shift
Motor Vehicle/Cycle	\$22.08 per shift
Meal Allowance	\$6.78 per shift

The above rates incorporate the Broken Hill Allowance as part of the total rate of pay.

21. Delete the Wage Schedule from the Shop Assistants Section and insert in lieu thereof the following:

Wage Schedule

Effective from the first pay period commencing on or after 1 October 2002

Shop Assistants					Full- & Part-time only Penalty on Ordinary hours		All employees Ordinary hours
Years	% of at 21 Rate	Full-time Weekly Rate \$	Part-time/ Hourly Rate (1/38 th) \$	Casual Mon-Sat (T+30%) \$	Mon-Wed aft 6pm (T+15%) \$	Thu & Fri aft 6pm Sat (T+25%) \$	Sun (T+50%) \$
Under 16	40	211.22	5.56	7.23	6.39	6.95	8.34
At 16	50	264.03	6.95	9.03	7.99	8.69	10.42
At 17	60	316.83	8.34	10.84	9.59	10.42	12.51
At 18	70	369.64	9.73	12.65	11.19	12.16	14.59
At 19	80	422.44	11.12	14.45	12.78	13.90	16.68
At 20	90	475.25	12.51	16.26	14.38	15.63	18.76
At 21	100	528.05	13.90	18.06	15.98	17.37	20.84

Chemist Shops* Tyre Fitters+					Full- & Part-time only Penalty on Ordinary hours		All employees Ordinary hours
Years	% of at 21 Rate	Full-time Weekly Rate \$	Part-time/ Hourly Rate 1/38 th \$	Casual Mon-Sat (T+30%) \$	Mon-Wed aft 6pm (T+15%) \$	Thu & Fri aft 6pm Sat \$	Sun (T+50%) \$
Under 16	40	219.88	5.79	7.52	6.65	7.23	8.68
At 16	50	274.85	7.23	9.40	8.32	9.04	10.85
At 17	60	329.82	8.68	11.28	9.98	10.85	13.02

At 18	70	384.79	10.13	13.16	11.64	12.66	15.19
At 19	80	439.76	11.57	15.04	13.31	14.47	17.36
At 20	90	494.73	13.02	16.92	14.97	16.27	19.53
At 21	100	549.70	14.47	18.81	16.64	18.08	21.70

* Dispensing under supervision of a Chemist

+ With Certificate of Qualification

Window Dresser					Full- & Part-time only Penalty on Ordinary hours		All employees Ordinary hours
Years	% of at 21 Rate	Full-time Weekly Rate \$	Part-time/ Hourly Rate 1/38th \$	Casual Mon-Sat (T+30%) \$	Mon-Wed (aft 6pm) (T+15%) \$	Thu & Fri (aft 6pm) Sat (T+25%) \$	Sun (T+50%) \$
Under 16	40	214.12	5.63	7.33	6.48	7.04	8.45
At 16	50	267.65	7.04	9.16	8.10	8.80	10.57
At 17	60	321.18	8.45	10.99	9.72	10.57	12.68
At 18	70	374.71	9.86	12.82	11.34	12.33	14.79
At 19	80	428.24	11.27	14.65	12.96	14.09	16.90
At 20	90	481.77	12.68	16.48	14.58	15.85	19.02
At 21	100	535.30	14.09	18.31	16.20	17.61	21.13

Ticket Writer					Full- & Part-time only Penalty on Ordinary hours		All employees Ordinary hours
Years	% of at 21 Rate	Full-time Weekly Rate \$	Part-time/ Hourly Rate 1/38th \$	Casual Mon-Sat (T+30%) \$	Mon-Wed (aft 6pm) (T+15%) \$	Thu & Fri (aft 6pm) Sat (T+25%) \$	Sun (T+50%) \$
Under 16	40	213.78	5.63	7.31	6.47	7.03	8.44
At 16	50	267.23	7.03	9.14	8.09	8.79	10.55
At 17	60	320.67	8.44	10.97	9.70	10.55	12.66
At 18	70	374.12	9.85	12.80	11.32	12.31	14.77
At 19	80	427.56	11.25	14.63	12.94	14.06	16.88
At 20	90	481.01	12.66	16.46	14.56	15.82	18.99
At 21	100	534.45	14.06	18.28	16.17	17.58	21.10

Departmental Managers or Branch Manager Supervising

	Full-time Weekly Rate \$	Part-time/Hourly Rate (1/38 th) \$	Casual/Hourly \$
Without duty of buying -			

1 - 4 employees	541.37	14.25	18.52
5 - 12 employees	551.76	14.52	18.88
13 - 25 employees	564.78	14.86	19.32
over 25 employees	571.90	15.05	19.57
With duty of buying -			
1 - 4 employees	543.27	14.30	18.59
5 - 12 employees	554.68	14.60	18.98
13 - 25 employees	567.58	14.94	19.42
over 25 employees	576.08	15.16	19.71

Allowances

Section Head, Shop Walker, Supervisor, Traveller	\$9.33 per week
Fork lift driver and deliverer	\$9.33 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 incorporate the Broken Hill Allowance as part of the total rate of pay.

Petrol, Oil Resellers and Lubritorium Operators Only

Effective from the first pay period commencing on or after 1 October 2002

Day Shift

Years	% of at 21 Rate	Full-time Weekly Rate	Part-time/ Hourly Rate	Casual Mon-Sat	Sat Full-time Part-time/ Hourly	Sun All Employees
		\$	1/38th \$	(T+30%) \$	(T+25%) \$	(T+50%) \$
Under 16	40	211.22	5.56	7.23	6.95	8.34
At 16	50	264.03	6.95	9.03	8.69	10.42
At 17	60	316.83	8.34	10.84	10.42	12.51
At 18	70	369.64	9.73	12.65	12.16	14.59
At 19	80	422.44	11.12	14.45	13.90	16.68
At 20	90	475.25	12.51	16.26	15.63	18.76
At 21	100	528.05	13.90	18.06	17.37	20.84

Night Shift Only (30%)

Years	% of at 21 Rate	Full-time Weekly Rate	Part-time/ Hourly Rate	Casual Mon-Sat	Sat Full-time Part-time/Hourly	Sun All Employees
		\$	1/38th \$	(T+30%) \$	(T+25%) \$	(T+50%) \$
Under 16	40	274.59	7.23	9.39	9.03	10.84
At 16	50	343.23	9.03	11.74	11.29	13.55
At 17	60	411.88	10.84	14.09	13.55	16.26
At 18	70	480.53	12.65	16.44	15.81	18.97

At 19	80	549.17	14.45	18.79	18.06	21.68
At 20	90	617.82	16.26	21.14	20.32	24.39
At 21	100	686.47	18.06	23.48	22.58	27.10

Afternoon Shift Only (8%)

Years	% of at 21 Rate	Full-time Weekly Rate \$	Part-time/ Hourly Rate 1/38th \$	Casual Mon-Sat (T+30%) \$	Sat Full-time Part-time/Hourly (T+25%) \$	Sun All Employees (T+50%) \$
Under 16	40	228.12	6.00	7.80	7.50	9.00
At 16	50	285.15	7.50	9.76	9.38	11.26
At 17	60	342.18	9.00	11.71	11.26	13.51
At 18	70	399.21	10.51	13.66	13.13	15.76
At 19	80	456.24	12.01	15.61	15.01	18.01
At 20	90	513.26	13.51	17.56	16.88	20.26
At 21	100	570.29	15.01	19.51	18.76	22.51

Alternating Afternoon and Night Shift (20%)

Years	% of at 21 Rate	Full-time Weekly Rate \$	Part-time/ Hourly Rate 1/38th \$	Casual Mon-Sat (T+30%) \$	Sat Full-time Part-time/Hourly (T+25%) \$	Sun All Employees (T+50%) \$
Under 16	40	253.46	6.67	8.67	8.34	10.01
At 16	50	316.83	8.34	10.84	10.42	12.51
At 17	60	380.20	10.01	13.01	12.51	15.01
At 18	70	443.56	11.67	15.17	14.59	17.51
At 19	80	506.93	13.34	17.34	16.68	20.01
At 20	90	570.29	15.01	19.51	18.76	22.51
At 21	100	633.66	16.68	21.68	20.84	25.01

Alternating Day and Night* (12.5% on Night Shift Only)

Alternating Day, Afternoon & Night ** (12.5% on Afternoon and Night Shifts Only)

Alternating Day and Afternoon *** (12.5% on Afternoon Shift Only)

Weekly Rate	% of at 21 Rate	Full-time Weekly Rate \$	Part-time/ Hourly Rate 1/38th \$	Casual Mon-Sat (T+30%) \$	Sat Full-time Part-time/ Hourly (T+25%) \$	Sun All Employees (T+50%) \$
Under 16	40	237.62	6.25	8.13	7.82	9.38
At 16	50	297.03	7.82	10.16	9.77	11.72
At 17	60	356.43	9.38	12.19	11.72	14.07
At 18	70	415.84	10.94	14.23	13.68	16.41
At 19	80	475.25	12.51	16.26	15.63	18.76
At 20	90	534.65	14.07	18.29	17.59	21.10
At 21	100	594.06	15.63	20.32	19.54	23.45

Public Holiday Rate (All Shifts)

		Part-time/Hourly Rate	Casual/Hourly Rate
--	--	-----------------------	--------------------

		(T+150%) \$	(T+180%) \$
Under 16	40	13.90	15.56
At 16	50	17.37	19.45
At 17	60	20.84	23.35
At 18	70	24.32	27.24
At 19	80	27.79	31.13
At 20	90	31.27	35.02
At 21	100	34.74	38.91

The above rates incorporate the Broken Hill Allowance as part of the total rate of pay.

22. Delete the Wage Schedule from the Trades and Metal Section and insert in lieu thereof the following:

Wage Schedule

Effective from the first pay period commencing on or after 1 October 2002

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.

Classification	Weekly Rate \$	Part-time/Hourly 1/38th \$	Casual Hourly (T+1.5) \$
Process Worker (Engineering production)	520.83	13.71	20.56
Basic Tradesperson	628.95	16.55	24.83
Engineering Tradesperson (Multi-skilled)	651.35	17.14	25.71
Engineering Tradesperson (Special Class)	683.12	17.98	26.97
Engineering Tradesperson (Senior Tradesperson)	718.45	18.91	28.36

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

Apprentices

	% of Multi-skilled Rate	Junior \$	%*	Adult \$
1st year	42	273.57	85	442.71
2nd year	55	358.24	85	442.71
3rd year	75	488.51	75	488.51
4th year	88	573.19	88	573.19

* First 2 years - % of Process Worker; last 2 years % of Multi-skilled Rate

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

Allowances

Broken Shift Allowance	\$3.73
Overtime Meal Allowance	\$7.67
Fare Allowance	\$8.53 per day
On Call Allowance	\$72.45 per week

The above rates incorporate the Broken Hill Allowance as part of the total rate of pay.

23. Delete the Wage Schedule from the Transport Section and insert in lieu thereof the following:

Wage Schedule

Effective from the first pay period commencing on or after 1 October 2002

Grade	Weekly Rate \$	Part-time Hourly \$	Casual Hourly \$
Grade 1	521.80	13.73	15.79
Grade 2	538.90	14.18	16.31
Grade 3	550.80	14.49	16.67
Grade 4	561.20	14.77	16.98
Grade 5	587.90	15.47	17.79
Grade 6	594.60	15.65	17.99
Grade 7	614.90	16.18	18.61
Grade 8	656.40	17.27	19.86
Furniture Removalist Offsider	528.10	13.90	15.98
Chauffeur	526.90	13.87	15.95

Allowances

Long Distance Work -	
Transport Worker Grade 7 and below	26.78
Transport Worker Grade 8	28.27
HIAB type crane or mechanical device	24.80 per week
Furniture for employees engaged in furniture removal	4.51 per day or part thereof
*Meal Allowance	9.35
Leading Hand Allowance	27.22 per week

The above rates incorporate the Broken Hill Allowance as part of the total rate of pay.

Notes: The above information should be read in conjunction with the appropriate award. Section 15 of the *Industrial Relations Act 1996* provides that an award comes into force on the date on the date specified by the Commission. However, legal proceedings relating to its enforcement cannot be commenced until 7 days after publication in the NSW Industrial Gazette. The information contained in this award update/wage summary is provided for the convenience of reference only. It is not an unauthorised text. It is not intended to take the place of the NSW Industrial Gazette nor your independent enquiries.

24. Delete the Wage Schedule from the Transport Section - Tourist & Service Coach Drivers and insert in lieu thereof the following:

Wage Schedule

Effective from the first pay period commencing on or after 1 October 2002

Classification	Weekly Rate	Part-time/Hourly	Casual/Hourly
----------------	-------------	------------------	---------------

	\$	1/38th \$	(T+15% plus 5/47 th Hols) \$
Adult Employees	531.10	13.98	17.78

Allowances

Driver to issue tickets and collect fares	\$1.89 per day
Driving Instructor Allowance	\$4.86 per day
Meal Allowance	\$8.64

Notes: The above information should be read in conjunction with the appropriate award. Section 15 of the *Industrial Relations Act 1996* provides that an award comes into force on the date on the date specified by the Commission. However, legal proceedings relating to its enforcement cannot be commenced until 7 days after publication in the NSW Industrial Gazette. The information contained in this award update/wage summary is provided for the convenience of reference only. It is not an unauthorised text. It is not intended to take the place of the NSW Industrial Gazette nor your independent enquiries.

The above rates incorporate the Broken Hill Allowance as part of the total rate of pay.

25. Delete the Wage Schedule from the Warehouse and Carriers Wholesale Wine and Spirit Merchants and insert in lieu thereof the following:

Wage Schedule

Effective the first pay period commencing on or after 1 October 2002

Adults

	Weekly Rate \$	Part-time/ Hourly Rate \$	Casual/Hourly Rate \$
Checker, Assembler, Sorter, Replenisher, Stock Hand Wrapper/Tyer, Indoor Salesman, Storeperson	488.35	14.14	14.78
Head Storeperson 1 - 4 Employees	506.50	14.66	15.33
Head Storeperson 5 - 12 Employees	516.90	14.96	15.64

Juniors

Years	% of Checker Rate	Weekly Rate \$	Part-time/Hourly \$	Casual/Hourly \$
16 Years and under	60	293.01	8.48	8.87
At 17 years of age	65	317.43	9.19	9.61
At 18 years of age	75	366.26	10.60	11.08
At 19 years of age	85	415.10	12.02	12.56
At 20 years of age	100	488.35	14.14	14.78

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.

Allowances

Broken Shift Allowance	\$3.73
------------------------	--------

Overtime Meal Allowance	\$7.67
-------------------------	--------

Drivers: refer to Transport Industry Wage Schedule

The above rates incorporate the Broken Hill Allowance as part of the total rate of pay.

26. This variation shall take effect from the first pay period to commence on or after 1 October 2002.

F. L. WRIGHT *J, President.*
M. J. WALTON *J, Vice-President.*
R. P. BOLAND *J.*
B. W. O'NEILL, Commissioner.

Printed by the authority of the Industrial Registrar.

(074)

SERIAL C2045

BUTCHERS' WHOLESALE (NEWCASTLE AND NORTHERN) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australasian Meat Industry Employees' Union, Newcastle and Northern Branch, industrial organisation of employees.

(No. IRC 3441 of 2003)

Before The Honourable Mr Deputy President Harrison

18 July 2003

VARIATION

1. Delete subclause 27.3 of clause 27, Wages of the award published 2 March 2001 (322 I.G. 727), and insert in lieu thereof the following:

27.3 Arbitrated Safety Net Adjustment

27.3.1 The rates of pay in this award include the adjustments payable under the State Wage Case 2003. These adjustments may be offset against:

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

2. Delete Appendix 1 - Wages and Appendix 2 - Other Rates and Allowances, of Part 9 - Appendix and insert in lieu thereof the following:

PART 9

APPENDIX

Appendix 1 - Wages

T1.1 The minimum rate of pay for 40 ordinary hours of any classification shall be as follows:

	Classification	Total Weekly Rate \$
1	Slaughterperson	512.60
2	Employee grading beef carcasses	476.60
3	Employee weighing and/or recording	470.80
4	Knocker down and/or shackler and/or employee opening up neck and tying weas and	

	before hoisting to bleeding rail	474.00
5	Slaughterhouse labourer whose work includes trimming carcasses after slaughterperson,	
	skinning heads, removing eyes, removing horns, removing tongues and/or cheeks,	
	removing brains and boning for pet foods, and boning heads and crutching sheep	470.80
6	Employee skinning feet and taking out sinews	469.80

7	Tripeperson and employee cutting, turning and washing tripes and cutting and washing bibles	469.80
8	Slaughterhouse labourer	465.30
9	Laundry attendant	465.30
10	Stockperson (working under conditions of the stockperson clause)	471.60
11	Stockperson, stock receiver and penner-up	467.60
12	Yardperson and general labourer	460.90
13	Freezer room employee	469.80
14	Dripping and/or lard operator, tallowperson, digesterperson and/or dry melter operator, expeller and/or dryer attendant	472.60
15	Millhand, by-products labourer and save all attendant	463.20
Casing Cleaning Department-		
16	All-round person	474.30
17	Employee trimming and sliming bungs and bladders and sliming runners	467.60
Boning Department-		
18	Boner	491.00
19	Slicer and/or sawyer	477.50
20	Trimmer	470.80
21	Weighperson	467.40
22	Packer, strapper, wiring and/or gluing machine operator	465.30
23	Shop-person/Butcher	498.10
Motor Wagon Drivers-		
24	Motor wagon driver of a vehicle with carrying capacity of up to 3,048 kg (3 tons)	471.70
	For each additional 1,016 kg (1 ton) or part thereof up to 8,128 kg (8 tons) extra	1.63
	For each additional 1,016 kg (1 ton) or part thereof exceeding 8,128 kg (8 tons) but not exceeding 12,192 kg (12 tons) extra	1.26
	For each additional 1,016 kg (1 ton) or part thereof exceeding 12,192 kg (12 tons)	1.01
	When a trailer is attached to a motor wagon, the carrying capacity of such trailer shall be computed with the rate in determining the driver's wages	
25	Driver of tractor under 50 h.p. or fork lift driver	471.70
26	Driver of bulldozer	471.70
27	Loader	480.20
28	Cleaner - cleaning production plant and equipment (working under shift work provisions)	470.80

T1.2 The minimum rate of pay for 40 ordinary hours for juniors shall be as follows:

Age	Percentage of Classification 12 - General Labourer	Amount \$
At 15 years of age	36	165.90
At 16 years of age	48	221.20
At 17 years of age	60	276.50
At 18 years of age	74	341.10
At 19 years of age	87	401.00
At 20 years of age	Adult rates	

Upon any adjustment, junior rates to be calculated to the nearest ten cents.

APPENDIX 2

Other Rates and Allowances

T2.1 Other rates and allowances - Subject to the provisions of the relevant clauses, allowances and special rates are as follows:

Item No.	Clause No.	Allowance	Amount \$
1	31.4	Alternating shifts per shift	8.06
2	31.5	Afternoon shift per shift	11.58
3	32.9	Extraordinary Hours Allowance per day	7.00
4	35.5	Horse Allowance per week	13.12
5	33.3	Meal money per meal	8.14
6	29.1	Temperature Allowance -	
		Below minus 1 degree celsius per hour	0.41
		Below minus 16 degree celsius per hour	0.65
		Below minus 20 degree celsius per hour	1.21
		Below minus 26 degree celsius per hour	1.81
7	29.2	Freezing Room Allowance per hour	0.44
8	29.4	Temperature Allowance per hour	0.44
			0.71
9	10.1	Rover's Allowance per day	2.71
10	20.1.2	Bull Penalty per head	2.71
11	23.1	Dog Allowance - per dog per week	6.74
12	23.3	First-aid Attendant per day	3.24
13	23.4	Leading Hand per week	24.15
14	23.5.1	Pedestrian Stacker - Cold Temperature per week	12.47
15	23.5.2	Pedestrian Stacker per week	9.22
16	23.5.3	Fork Lift Allowance per week	6.48
17	17.1.1	Objectionable Work - ordinary hours per day	2.99
18	17.1.2	Objectionable Work - outside ordinary hours per	3.50
		sheep, calf or pig per head of cattle	14.79
19	17.1.3	Objectionable Work - on Sundays or holidays per	5.33
		sheep, calf or pig per head of cattle	21.42
20	17.1.4	Condemned Carcass per day	2.99
21	17.1.5	Brucella Reactor per day	6.74
22	17.1.6	Work in Artificially Increased Temperature per hour	0.41
23	17.1.7	Foetal Blood Extraction per day	6.74
24	13.4	TP Slaughtering Allowance - all types of animals - per day	4.41
		per half day	2.21
25	13.5	TP Slaughtering Allowance - two types of animals - per day	3.76
		half day	1.82
26	13.6	TP Slaughtering Allowance - one type of animal - per day	2.71
		per half day	1.31
27	51.2	Knife Allowances -	
		Slaughterpersons, boners and labourers skinning cattle,	
		heads and feet - per week	3.15

		per day	2.26
		Other employees using a knife - per week	0.63
		per day	0.42
28	49.1(a)	Clothes Allowance per day	1.42
29	49.1(b)	Laundry Allowance per day	1.15
30	49.1(c)	Clothes Allowance per day	0.38

31	49.3	Clothes Laundry Allowance (employees not covered by Items 28-30 of this table)	
	(a)	Clothes Allowance per day	0.69
	(b)	Laundry Allowance per day	0.56
	(c)	Clothes Allowance per day	0.15
32	46.5(b)	TP Boner Allowance per day	1.55

3. This variation shall take effect from the first full pay period to commence on or after 23 October 2003.

R. W. HARRISON *D.P.*

Printed by the authority of the Industrial Registrar.

(131)

SERIAL C2166**CLERICAL EMPLOYEES IN RETAIL (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union, industrial organisation of employees.

(No. IRC 3045 of 2003)

Before The Honourable Justice Glynn

23 July 2003

VARIATION

1. Delete subclause (vi) of Clause 10, Classification Structure and Wages, of the award published 11 August 2000 (317 I.G. 778), as varied, and insert in lieu thereof:

(vi) The rates of pay in this award include the adjustments payable under the State Wage Case of 2003. These Adjustments may be offset against:

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

2. Delete (i) Adults, of Table 1 - Wages, of Part B Monetary Rates, and insert in lieu thereof the following:

Table 1 - Wages

The following minimum rates of wages shall take effect from 28 July 2003.

- (i) Adults -

Grade	Weekly Rate Pre SWC 2003 \$	SWC 2003 \$	Weekly Rate \$
1	470.60	17.00	487.60
2	489.80	17.00	506.80
3	525.20	17.00	542.20

3. Delete Table 2 - Other Rates and Allowances, from Part B Monetary Rates and insert in lieu thereof.

Table 2 - Other Rates and Allowances

Item No	Clause No	Brief Description	Amount \$
1	4 (iii) (b)	Overtime/meal money excess of 1 hour exceeds 5 hours	9.55 9.55
2	9 (iii)	Casual Employees' Loading for Certain Ordinary Hours	

		(a) For engagements up to and including four hours (Any length of engagement for Special and Confection Shops) Adult males and adult females Employees under 21 years of age	5.45 3.60
		(b) For engagements exceeding four hours (general shops only) Adult males and adult females Employees under 21 years of age	11.10 6.15
3	10 (iv)	First-aid attendant	1.45 per day
4	10 (v)	Extra language spoken	7.35 per week
5	19	Meal Allowance Meal allowance/Sunday beyond 1 pm Meal allowance/late trading night	9.55 9.55
6	35 (ii)	Vehicle Allowances Bicycle Motorcycle Motor car - up to 2,000 cc Motor car - up to 2,000 cc and over	9.85 per week 29.45 per week 102.45 per week 122.10 per week
7	35 (ii)	Occasional Use of Own Car for Business up to 2,000 cc 2,000 cc and over	0.47 per km 0.51 per km
8	35 (iii)	Laundry Allowance Part-time and casual Maximum payment Articles made of nylon or similar material Part-time and casual Maximum payment	8.15 per week 2.75 per shift 8.15 per week 4.92 per week 1.61 per shift 4.92 per week

4. This variation shall take effect from the first full pay period to commence on or after 28 July 2003.

L. C. GLYNN J.

Printed by the authority of the Industrial Registrar.

(142)

SERIAL C2167**COACHMAKERS, &c., RAIL (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, industrial organisation of employees.

(No. IRC 4492 of 2003)

Before The Honourable Justice Staunton

22 August 2003

VARIATION

1. Delete subclause (g) of clause 5, Supplementary Payments, of the award published 25 January 2001 (321 I.G. 1110), as varied, and insert in lieu thereof the following:
 - (g) The rates of pay in this award include the adjustments payable under the State Wage Case May 2003. These adjustments may be offset against:
 - (A) any equivalent overaward payments, and/or
 - (B) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete (a) Adult Wages, of Table 1 - Wages, of Part B, Monetary Rates, and insert in lieu thereof the following:

Wage Group Level	Total Award Wage \$
V1	466.50
V2	484.90
V3	507.40
V4	528.30
V5	543.30
V6	544.00
V7	544.80
V8	544.70
V9	568.40
V10	587.20

3. Delete Table 2 - Other Rates and Allowances, and insert in lieu thereof the following:

Item No	Clause No	Brief Description	Amount \$
1	4 (a) (i)	Leading hand allowance - not less than 3 and not more than 10 employees	23.15 per week
	4 (a) (ii)	Leading hand allowance - more than 10 but not more than 20 employees	34.70 per week
	4 (a) (iii)	Leading hand allowance - more than 20 employees	43.60 per week
2	17	Meal Money	8.65 per meal
3	18 (a) (i)	Confined Places Allowance	0.51 per hour

4	18 (a) (ii)	Thermo welding of Vinyl Linoleum	0.37 per hour
5	18 (b) (i)	Dirty Work Allowance	0.38 per hour
6	18 (b) (ii)	Dirty Work Allowance - Minimum Payment	1.49 per day
7	18 (c)	Height Money Allowance	0.29 per hour
8	18 (d) (i) (1)	Hot Place between 46 and 54 degrees Celsius	0.38 per hour
9	18 (d) (i) (2)	Hot Place exceeding 54 degrees Celsius	0.66 per hour
10	18 (e)	Class or Slag Wool Allowance	0.50 per hour
11	18 (f) (i)	Fibreglass Work	0.27 per hour
12	18 (f) (ii) (1)	Fibreglass Work - Minimum Payment second half of day or shift	0.99 per day
13	18 (f) (ii) (2)	Fibreglass Work - Minimum Payment first half of day or shift	1.95 per day
14	18 (g)	Livestock Transport - working on	0.38 per hour
15	18 (h) (i)	First-aid Qualifications	10.78 per week
16	18 (i)	Airline Hood/Respirator Allowance	0.50 per hour
17	18 (j)	Fire Squad Allowance	10.80 per week
18	18 (k)	Building Maintenance Allowance	0.53 per hour
19	20 (i)	Carriage Builder's Tool Allowance	15.18 per week
20	20 (ii)	Tradesperson's Tool Allowance	10.72 per week

4. This variation shall take effect from the beginning of the first complete pay period to commence on or after 22 August 2003.

P. J. STAUNTON J.

Printed by the authority of the Industrial Registrar.

(143)

SERIAL C2173

COACHMAKERS, &c., ROAD AND PERAMBULATOR MANUFACTURERS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, industrial organisation of employees.

(No. IRC 4493 of 2003)

Before The Honourable Justice Staunton

22 August 2003

VARIATION

1. Delete subclause (f) of clause 5, Wage Rates - Adults, of the award published 21 December 2001 (330 I.G. 629), as varied, and insert in lieu thereof the following:
 - (f) The rates of pay in this award include the adjustments payable under the State Wage Case 2003. These adjustments may be offset against:
 - (i) any equivalent overaward payments, and/or
 - (ii) award wage increases since 29 May 1991, other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Table 1 - Wages, and Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, and insert in lieu thereof the following:

Table 1 - Wages

All adult employees of a classification specified herein employed in any of the Industries or sections thereof to which this award applies shall, except as otherwise specified, be paid the rate specified in this table.

Wage Group Level	Former Wage Rate \$	SWC 2003 \$	Total Award Wage Rate \$
1	431.40	17.00	448.40
2	448.10	17.00	465.10
3	470.60	17.00	487.60
4	491.50	17.00	508.50
5	525.20	17.00	542.20
6	525.20	17.00	542.20
7	525.20	17.00	542.20

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	5(c)	Leading Hand allowance - Not less than 3 and not more than 10 employees	23.50 per week
2	5(c)	Leading hand - More than 10 but not more than 20 employees	35.35 per week
3	5(c)	Leading hand - more than 20 employees	45.10 per week
4	5(d)	Inspectors	22.00 per week

5	5(e)	Own hand tools allowance	10.50 per week
6	9(a)	Confined space allowance	0.52 per hour
7	9(b)(i)	Dirty work allowance	0.41 per hour
8	9(b)(ii)	Dirty work rates - minimum payment	1.61 per day/ shift
9	9(c)	Height money allowance	0.31 per hour
10	9(d)(i)(1)	Hot places allowance - temperature raised to 35°C to 55°C	0.41 per hour
11	9(d)(i)(2)	Hot places allowance - temperature exceeds 55°C	0.52 per hour
12	9(e)(i)	Handling glass or slag wool	0.51 per hour
13	9(e)(ii)(1)	Fibreglass work	0.41 per hour
14	9(e)(ii)(2)	Disability rate - second half of the day, per day or shift	1.65
14A	9(e)(ii)(2)	Disability rate - first half of the day, per day or shift	3.32
15	9(f)	Drivers handling garbage allowance	0.41 per hour
16	9(g)	Livestock transport allowance	0.41 per hour
17	9(h)(i)	First-aid qualifications allowance	10.78 per week
18	15(h)	Overtime meal allowance	8.85 per meal
19	24(f)(ii)	Travelling time meal allowance	8.85 per meal

3. This variation shall take effect from the first full pay period after 22 August 2003.

P. J. STAUNTON J.

Printed by the authority of the Industrial Registrar.

(306)

SERIAL C2126**ENGINE PACKING MANUFACTURE (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the Australian Liquor, Hospitality and Miscellaneous Workers Union, New South Wales Branch, industrial organisation of employees.

(No. IRC 3728 of 2003)

Before The Honourable Justice Kavanagh

18 July 2003

VARIATION

1. Delete paragraph (b) of subclause (i) of clause 2, Wages, of the award published 16 February 2001 (322 I.G. 354), and insert in lieu thereof the following:
 - (b) The rates of pay in this award include the adjustments payable under the State Wage Case 2003. These adjustments may be offset against:
 - (i) any equivalent over award payments; and/or
 - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

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

Classification	Former Rate per week \$	SWC 2003 \$17.00 \$	Total Rate per week \$
Machinist	449.70	17.00	466.70
Trainee Machinist (First 3 months)	441.50	17.00	458.50
Labourer	444.60	17.00	461.60
Light Machinist (as defined)	442.90	17.00	459.90
Trainee Light Machinist (First 3 months)	434.80	17.00	451.80
Tablehand/Trimmer/Finisher/Packager	439.80	17.00	456.80

Table 2 - Other Rates and Allowances

Item No	Clause No.	Brief Description	Amount Payable \$
1	9(ii)	Meal Allowance	8.00 per meal
2	9(iii)(a)	Leading Hand - Up to 10 employees	21.05 per week
3	9(iii)(b)	Leading Hand - Over 10 employees	28.05 per week
4	9(iv)	First Aid Allowance	1.90 per day
5	9(v)(a)	Dirt Money: Squaring Machine or Cleaning Tanks	1.10 per day
6	9(v)(b)	Dirt Money: Twisting Machine or Hemp and/or Asbestos Plaiters	1.00 per day

3. This variation shall take effect from the first full pay period to commence on or after 21 September 2003.

T. M. KAVANAGH *J.*

Printed by the authority of the Industrial Registrar.

KU CHILDREN'S SERVICES (OTHER THAN TEACHERS) (STATE) CONSENT AWARD 2000

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Australian Liquor, Hospitality and Miscellaneous Workers Union, New South Wales Branch, industrial organisation of employees.

(No. IRC 7313 of 2002)

Before Commissioner Murphy

4 April 2003

VARIATION

1. Insert in numerical order in clause 1, Arrangement of the award published 4 May 2001 (324 I.G. 615), the following new clause number and subject matter:

17A. Staff Meeting - Long Day Care

2. Delete clause 4, Contract of Employment, and insert in lieu thereof the following:

4. Contract of Employment

- (i) Except for the first eight (8) weeks of employment, the employment of a weekly employee may be terminated by seven working days' notice given by either party or by the payment or forfeiture, as the case may be, of seven days' wages in lieu of such notice. This shall not affect the right of the employer to dismiss any employee without notice for misconduct and in such cases wages shall be paid up to the time of dismissal only.

During the first eight weeks of employment, the employment may be terminated by a day's notice, given by either party, or by the payment or forfeiture, as the case may be, of one day's wages in lieu of such notice.

An employee dismissed before the expiration of such eight weeks shall be considered a casual employee and shall be paid the rates prescribed for a casual employee in clause 12, Casual Employees.

- (ii) The employment of a casual employee may be terminated by one hour's notice.
 - (iii) For full-time and part-time employees, upon request by an employee, the employer shall give an employee a signed statement of service upon termination. Such statement shall certify the length of service, the age of children supervised and the positions held by such employee.
 - (iv) For full-time and part-time staff, employees on termination of employment shall be paid all wages and other monies due forthwith, including any payments which may be due in lieu of annual leave and/or long service leave.
 - (v) The Redundancy provisions of the parent award shall apply to all employees including those working in AMEP.
3. Delete paragraph (vi), of subclause (a) of clause 17, In-Service Courses, and insert in lieu thereof the following:
 - (vi) "In- Service" shall be deemed to include parent meetings and committee meetings, attendance at Annual Seminar, attendance at Regional Meetings or other approved in-service courses.
 4. Insert after clause 17, In-service Courses, a new clause 17A.

17A. Staff Meeting - Long Day Care

1. Attendance at a staff meeting shall be subject to the following:
 - (i) Adequate notice is to be given to an employee of the meeting;
 - (ii) The maximum amount to be claimed as time-in-lieu in each consecutive calendar year of employment is 16 hours - such attendance shall mean 16 hours of meeting time;
 - (iii) Circumstances may arise where KU requires an employee to attend a staff meeting for more than the required 16 hours face to face. Should this exceed the maximum accrual of 16 hours per calendar year, the employee will be entitled to the payment of overtime in accordance with Clause 12, Overtime of the Miscellaneous Workers - Kindergartens and Child Care Centres (State) Award;
 - (iv) Travelling time and meal/tea breaks shall be excluded from such time of attendance.
2. The operation of this clause shall be subject to an annual review by KU, in consultation with the Union, conducted 12 months following the introduction of this clause into the Award.

5. Delete Part B: Monetary Rates, and insert in lieu thereof the following:

Table 1 - Rates of Pay

	Pre School				Long Day Care				AMEP			
	Per Week	Per Hour	Per Week	Per Hour	Per Week	Per Hour	Per Week	Per Hour	Per Week	Per Hour	Per Week	Per Hour
	25/09/2002		First Pay Period after 04/04/03		29/09/2002		First Pay Period after 04/04/03		25/09/2002		First Pay Period after 04/04/2003	
CCW												
STEP 1	460.70	11.7816	478.70	12.5973	478.50	12.2500	496.50	13.0736	469.60	12.0158	487.60	12.8315
STEP 2	465.00	11.8947	483.00	12.7105	483.00	12.3684	501.00	13.2052	474.00	12.1316	492.00	12.9473
STEP3	469.70	12.0184	487.70	12.8342	487.80	12.4947	505.80	13.3105	478.80	12.2579	496.80	13.0736
ACCW												
STEP 1	480.60	12.3053	498.60	13.1210	499.20	12.7947	517.20	13.6105	489.90	12.5500	507.90	13.3657
STEP 2	492.70	12.6237	510.70	13.4394	513.80	13.1263	531.80	13.9947	502.20	12.8737	520.20	13.6894
STEP3	505.60	12.9105	523.60	13.7789	525.20	13.4263	543.20	14.2947	515.40	13.1684	533.40	14.0368
ACCWQ												
STEP 1	555.10	14.2132	573.10	15.0815	576.20	14.7684	594.20	15.6368	565.70	14.4921	583.70	15.3605
STEP 2	564.30	14.4553	582.30	15.3236	585.70	15.0184	603.70	15.8868	575.00	14.7368	593.00	15.6052
STEP3	573.50	14.6974	591.50	15.5657	595.40	15.2737	613.40	16.1421	584.40	14.9842	602.40	15.8526
Co-Ord Q/Small												
STEP 1	582.10	14.9237	600.10	15.7921	604.20	15.5053	622.20	16.3736	593.20	15.2158	611.20	16.0842
STEP 2	591.20	15.1632	609.20	16.0315	615.80	15.7579	633.80	16.6789	602.50	15.4605	620.50	16.3289
STEP3	600.50	15.4079	618.50	16.2763	625.40	16.0105	643.40	16.9315	613.90	15.7079	631.90	16.6289
Co-Ord Q/Large												
STEP 1	601.30	15.4289	619.30	16.2973	626.20	16.0316	644.20	16.9526	614.70	15.7289	632.70	16.65
STEP 2	612.40	15.6684	630.40	16.5894	635.70	16.2816	653.70	17.2026	624.10	15.9763	642.10	16.8973
STEP3	619.60	15.8579	637.60	16.7789	643.20	16.4789	661.20	17.40	631.40	16.1684	649.40	17.0894

Co-Ord U/Small

1	499.90	12.8132	517.90	13.6289	521.30	13.3237	539.30	14.1921	511.60	13.0684	529.60	13.9368
2	514.00	13.1316	532.00	14.00	533.80	13.6526	551.80	14.5210	523.90	13.3921	541.90	14.2605
3	524.90	13.4184	542.90	14.2868	545.20	13.9526	563.20	14.8210	535.10	13.6868	553.10	14.5552
Co-Ord U/Large												
1	511.60	13.0684	529.60	13.9368	531.30	13.5868	549.30	14.4552	521.50	13.3289	539.50	14.1973
2	523.50	13.3816	541.50	14.25	543.80	13.9158	561.80	14.7842	533.70	13.6500	551.70	14.5184
3	534.60	13.6737	552.60	14.5421	555.30	14.2184	573.30	15.0868	544.90	13.9447	562.90	14.8131
Cook					492.70	12.6237	510.70	13.4394				

Table 2 - Additional Rates and Allowances

Allowance		Industry Award Last Increase: 28/08/2002 \$	KU Award First Full Pay Period after 4 April 2003 \$
Broken Shift	Per week	48.30	48.30
	Per day	9.65	9.65
Excess Fares	Per week	6.70	6.70
Cook's Qualification	Per week	4.80	4.80
Hotel & Restaurant Qualification	Per week	10.20	10.20
Authorised Supervisor	Per week	14.10	14.10
First Aid	Per week		10.70
Leading Hand:			
- Part-time less than 22.5 hr pw	Per week		16.60
	Per day		3.32
- Full-time & other p/t employee	Per week		22.15
	Per day		4.40

6. This variation shall take effect from the first pay period and commence on or after the 4 April 2003.

J. P. MURPHY, Commissioner.

Printed by the authority of the Industrial Registrar.

PLASTIC MOULDING, &c. (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the Australian Liquor, Hospitality and Miscellaneous Workers Union, New South Wales Branch, industrial organisation of employees.

(No. IRC 3729 of 2003)

Before The Honourable Justice Kavanagh

18 July 2003

VARIATION

1. Delete subclause (ii) of clause 5, Wages of the award published 2 November 2001 (329 I.G. 83), and insert in lieu thereof the following:
 - (ii) The rates of pay in this award include all the adjustments payable under the State Wage Case 2003. These adjustments may be offset against:
 - (a) any equivalent over award payments; and/or
 - (b) award wage increases since 29 May, 1991 other than safety net, State Wage Case and minimum rate adjustments.
2. Delete Part B, Monetary Rates and insert in lieu thereof the following:

PART B

MONETARY RATES

Table 1 - Wages

Adult Employees

Weekly Rates for Full-time Employees			
Classification	Former Rate per week \$	SWC 2003 per week \$	Total Rates per week \$
Plastics Worker			
Grade 1	431.40	17.00	448.40
Grade 2	448.10	17.00	465.10
Grade 3	470.60	17.00	487.60
Grade 4	491.50	17.00	508.50
Grade 5	525.20	17.00	542.20

* Plastics Worker Grade 5 is a new classification which takes effect on the first pay period to commence on or after 4 December 2002.

Junior Employees

Age	Percentage of Grade 2 %	Former Rate per week \$	SWC 2003 per week \$	Rate per week Payable \$
Under 16 years of age	36.8	164.90	6.25	171.15
At 16 years of age	47.3	211.95	8.05	220.00
At 17 years of age	57.8	259.00	9.85	268.85
At 18 years of age	68.3	306.05	11.60	317.65
At 19 years of age	82.5	369.70	14.00	383.70
At 20 years of age	97.7	437.80	16.60	454.40

Table 2 - Allowances

Item No.	Clause No.	Brief Description	Amount \$	Payable
1	6(i)	Meal Allowance	9.10	per meal
2	6(ii)(a)	Leading Hand: 3 to 10 employees	23.80	per week
3	6(ii)(b)	Leading Hand: 11 to 20 employees	35.40	per week
4	6(ii)(c)	Leading Hand: more than 20 employees	44.95	per week
5	6(iii)	First Aid Allowance	10.80	per week
6	6(iv)(a)	Dirty Work	0.41	per hour
7	6(iv)(b)(1)	Hot Places: between 46°C and 54°C	0.41	per hour
8	6(iv)(b)(2)	Hot Places: exceeding 54°C	0.53	per hour
9	6(iv)(c)	Wet Places	0.41	per hour
10	6(v)	Motor Allowance	0.57	per km

3. This variation shall take effect from the first full pay period to commence on or after 4 December 2003.

T. M. KAVANAGH *J.*

Printed by the authority of the Industrial Registrar.

TANNING INDUSTRY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the Australian Liquor, Hospitality and Miscellaneous Workers Union, New South Wales Branch, industrial organisation of employees.

(No. IRC 373 of 2003)

Before Commissioner O'Neill

18 February 2003

VARIATION

1. Delete paragraph (b) of clause 4, Wages, of the award published 8 February 2002, (331 I.G. 157) and insert in lieu thereof the following:
 - (b) The rates of pay in this award include the adjustments payable under the State Wage Case of May 2002. These adjustments may be offset against:
 - (1) any equivalent overaward payments; and/or
 - (2) award increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

PART B

MONETARY RATES

Table 1 - Wages

Classification	Former Rate	2002 SWC - 18.00 \$
Group 1	413.40	431.40
Group 2	430.10	448.10
Group 3	452.60	470.60
Group 4	473.50	491.50
Group 5	507.20	525.20

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Current Rates \$	2002 SWC \$
1	4(ii)	18.10 per week	18.70
2	4(vii)	19.40 per week	20.10
3	4(vii)	29.40 per week	30.40
4	4(vii)	37.30 per week	38.60
5	4(viii)	9.55 per week	9.88
6	6(iii)	0.43 per hour	0.44
7	12(iii)	9.30	9.56
8	12(iii)	9.30	9.56
9	12(iv)	9.30	9.56
10	13(vii)	9.30	9.56
11	14	0.43 per hour	0.44
12	36(D)	14.70 per week	15.21

3. The adjustment to wages and allowances arising from the State Wage Case of 2002 shall take effect from the first full pay period to commence on or after 18 February 2003.

B. W. O'NEILL, Commissioner.

Printed by the authority of the Industrial Registrar.

TRANSPORT INDUSTRY - CONCRETE HAULAGE CONTRACT DETERMINATION

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Transport Workers' Union of Australia, New South Wales Branch, industrial organisation of employees.

(No. IRC 3469 of 2003)

Before The Honourable Mr Justice Peterson

4 July 2003

VARIATION

1. Insert after Annexure A Pioneer Concrete (NSW) Pty Limited Interim Enterprise of the Transport Industry - Concrete Haulage Contract Determination published 30 November 1990 (260 I. G. 608), the following new Annexure B, Pioneer Concrete (NSW) Pty Limited Interim Enterprise Arrangement to the Transport Industry - Concrete Haulage Contract Determination.

ANNEXURE B

1. New Agreement:
 - (a) Pioneer agrees that it will enter into a new cartage agreement with the TWU to cover its existing Sydney Metro and Country NSW concrete carriers which new agreement will come into effect on 1 November 2003. There will need to be a resolution of dome viability issues in country areas and performance issues in Sydney with respect to a small number of contract carriers.
 - (b) The terms of the new agreement are still to be negotiated in their entirety but the agreement will be no less than ten (10) years duration for carriers with trucks aged between 0 and 4 years (Metro) and 0 and 8 years (Country) as at 1 November 2003 and five years duration for Metro carriers with trucks aged between 4 and 8 years as at 1 November 2003.
 - (c) In recognition of lead times for the purchase of new trucks, Pioneer will accept a firm Proof of Order from a carrier for the purposes of compliance with the truck criteria detailed in clause (b) above. If the carrier does not complete the purchase of a new truck within a reasonable time then Pioneer will be entitled to terminate the contract of that carrier.
 - (d) The new agreement will be registered pursuant to the provisions of the *Industrial Relations Act*, 1996 (NSW).
2. Cartage Rates
 - (a) The parties will continue to negotiate a new cartage rate to operate under Annexure A of this Contract Determination. While those negotiations take place Pioneer will continue paying its carriers in accordance with the cartage rate structure applicable under the Agreement.

The parties agree that the current method of Rise and Fall calculations is working satisfactorily. The two disputes over Saturday work and the mapping tool are before the Industrial Relations Commission of NSW and those proceedings will continue to resolution.
 - (b) Pioneer will pay carriers under the cartage rate structure under Annexure A of this Contract Determination until either a new cartage rate is agreed between the parties or until 31 October 2005 whichever event occurs first.
 - (c) If the parties reached 31 April 2005 without a new cartage rate being agreed then the matter will be referred to the Industrial Relations Commission of New South Wales for conciliation.

3. Security of Tenure

- (a) Should a carrier with more than twelve (12) years service with Pioneer as at 31 October 2003 wish to sell or assign his contract of cartage after 1 November 2003 then Pioneer will not exercise its option to purchase that contract on the open market, provided that the purchaser has been approved by pioneer, however that no more than twelve (12) such long term carriers will be permitted to sell or assign their contracts in any one (1) year. This clause will apply if the carrier achieves 12 years' of service between 31 October 2003 and 31 October 2005.

This clause will apply to both Metro and Country regions (i.e. 12 long term carriers per annum in Country will also be permitted to sell or assign.

- (b) Where a carrier with less than 12 years' service with Pioneer (as at 31 October 2003) wishes to sell or assign his contract of carriage after 1 November 2003, then Pioneer will consider whether it will exercise its option to purchase to purchase the contract and advise the carrier accordingly.
- (c) No assignment or sale of contracts of carriage will be approved by pioneer prior to 1 November 2003, except in cases of genuine and extraordinary personal hardship.
- (d) Where Pioneer decides to terminate a contract of carriage for any reason, other the serious misconduct and such termination occurs between 1 November 2003 and 1 November 2005 then Pioneer shall give the carrier 13 weeks' notice which will be worked out. At the end of the notice period Pioneer will pay the carrier \$ 33,000 as the agreed termination payment. Pioneer will also offer to buy the vehicle of the carrier for the relevant market value at the date of termination. The parties must negotiate a termination provision to take effect after 1 November 2005.

4. Other Contract Terms

- (a) Except where they are inconsistent with the provisions of this Annexure B (in which case this Annexure B shall apply to the extent of the inconsistency) the provisions of the Annexure A of this Contract Determination, *mutatis mutandis*, shall continue to apply to the parties until the parties agree on new terms for which new cartage agreement or until 31 October 2005 whichever event occurs first.
- (b) If the parties reach 31 April 2005 without having reached agreement on terms for the new cartage agreement then the matter will be referred to the Industrial Relations Commission of New South Wales for conciliation.

5. Part-Time Carriers

- (a) The existing part time carriers will not be offered ongoing contracts with Pioneer after 31 October 2003.
- (b) Pioneer will offer five (5) new full time contracts to members of the existing part-time fleet. Two of those contracts will go to Robert Briggs (Truck 562) and Adam Miller (Truck 566). The other three will go to members of the part time fleet nominated by that fleet. The five carriers must meet the full time contract criteria with respect to supplying new trucks. The full time contracts will have an embargo preventing sale of assignment for 5 years.
- (c) Existing part time carriers who do not apply for or are unsuccessful in applying for a full time contract will be offered the choice of:
 - (i) Full time permanent employment with Pioneer as a concrete truck driver in the Sydney metro area together with financial compensation of ten (10) thousand dollars; or
 - (ii) Financial compensation of thirty (30) thousand dollars.

It will be a matter for the individual part-time carrier as to whether they choose option (a) or (b) above.

6. Ongoing Negotiations

- (a) The parties recognise and agree that this Annexure B represents the first two (2) years of a new agreement which has yet to be settled. Therefore the parties accept that they must use their genuine best endeavours to keep negotiations going so that new provisions and a new cartage rate are in place by 1 November 2005.
 - (b) The parties will place appropriate emphasis on negotiating new terms for the payment of waiting time and surcharges. It is noted that Pioneer has expressed an intention to collect waiting time and surcharges from customers and make this the basis of payments to carriers. Likewise the carriers have expressed a preference for a flat guaranteed payment in return for accepting a contractual obligation to secure signed dockets from customers and also accepting a financial disincentive for carriers who fail to secure those dockets.
7. The provisions of this Annexure B override any other provision of Annexure A to the extent which those provisions are inconsistent with the provisions of this clause.
 8. The document tendered as Exhibit 1 in the proceedings IRC 3469 of 2003 is incorporated as part of this Annexure B and must be compiled with by the parties.
 9. The document tendered as Exhibit 2 in the proceedings IRC 3469 of 2003 is incorporated as part of this Annexure B and must be compiled with by the parties.
 10. The document tendered as Exhibit 3 in the proceedings IRC 3469 of 2003 is incorporated as part of this Annexure B and must be compiled with by the parties.

Exhibit 1**Memorandum**

To:	Country Concrete Carriers
From:	Rod Brown
Date:	31 March 2003
Subject:	Transfers

Gentlemen,

At the request of the delegates Pioneer has reviewed its position on transfers. Currently transfers are governed by Clause 4.3 of the contract and there has been some controversy about the interpretation of the 30 kilometre limit.

In view of the successful negotiations over a new ten year contract (successful to the point of agreeing on a number of things in principle and an effective status quo for the first two years of the new ten year contract) we have decided that for future transfers will be calculated as follows:

For all country transfers the total distance travelled to and from the delivery site will be calculated less the first 30 kilometres of the trip. I.e. if the total distance travelled there and back is less than 30 kilometres then no transfer will be paid. If the total distance travelled there and back is more than 30 kilometres then a transfer will be paid.

I believe that this now settles this controversial issue and I look forward to a continuation of what has been a quite harmonious relationship to date.

Rod Brown

Exhibit 2

Pioneer Internal Memorandum

To:	Concrete Carriers
From:	Leigh Essing
Date:	9 April 2003
Subject:	Heads of Agreement

A number of questions have been asked by carriers as to what are Pioneer's intentions with regards to its New South Wales carrier fleet and its right of termination under clause 3(iv) of the proposed Heads of Agreement sent to the TWU on 28 March, 2003.

I am happy to confirm Pioneer's position for the period covered by the Heads of Agreement. Given the commercial considerations do not indicate any need to change it. I make the point that Victoria was a different situation.

I can also confirm that Pioneer has no intention of embarking on a campaign of terminating any individual carriers.

Therefore for the period covered by the Heads of Agreement pioneer will not exercise its right of termination under Clause 3(iv) of the proposed Heads of Agreement with respect to any carrier who carries out the normal work obligations and who does not commit serious misconduct.

Leigh Essing

Exhibit 3**Internal Memorandum**

To:	Carrier Delegates
From:	Rod Brown
Date:	9 April 2003
Subject:	Country 5 Year Carriers

This memo confirms that we currently have some 5 year Carrier Contracts at the following locations:

PLC2253	Triple JJJ Transport - Gunnedah
PLC2265	ANA Moree - Moree
PLC2216	EDR Pty Ltd - Moree
PLC2295	C & R Southbourne - Gunnedah
PLC2232	Slump Pty Ltd - Blayney
PLC2223	A & E Cameron - Cowra

The agreement with these carriers is that they need to update their current vehicles with a live drive. There is no age criterion for "suitable vehicle", it simply needs to be in acceptable condition with a live drive. If they do this, they will get a new 5 year contract on current terms.

Would you please confirm that this has been accepted by the relevant members.

Rod Brown

2. This variation shall take effect on 1 November 2003.

R. J. PETERSON J.

Printed by the authority of the Industrial Registrar.

SERIAL C2012

**STOREMEN & PACKERS, GENERAL (STATE) INDUSTRIAL
COMMITTEE**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by National Union of Workers, New South Wales Branch an industrial organisation of employees, for the dissolution and re-establishment of an industrial committee.

(No. IRC 6288 of 2002)

Before The Honourable Justice Kavanagh

26 November 2002

ORDER

The Commission orders that -

1. The Industrial Committee, known as the Storemen & Packers, General (State) Industrial Committee published on 28 July 2000 (317. I.G. 492) be dissolved.
2. There be established a new Storemen & Packers, General (State) Industrial Committee for the Industries and Callings of:-

Section 1 - Storemen and Packers, Produce, &c. Stores (State)

Storemen and packers, employed by wholesale and by retail produce, seed and grain merchants, and storemen and packers engaged in handling of produce, grain and seed in stores, in the vicinity of railway stations, sidings, or lines, including in each case storemen and packers who, for the purpose of and in the course of their work as storemen and packers, use mechanical or electrical appliances, and employees engaged in the preparation of butter for wrapping and packing, the electrical appliances, in connection therewith in wholesale or retail produce stores in the State, excluding the County of Yancowinna, and excluding the area within the radius of 16.09 km 10 miles round the post and telegraph office, Newcastle, and excluding also as to all but retail establishments the towns of East and West Maitland:

excepting

storemen and packers employed in retail shops and stores which have no distinct and separate produce, seed, or grain departments, and of which the sale of produce, seed or grain forms only the smaller part of the business.

Section 2 - Storemen and Packers, Retail Stores (State)

Storemen and packers in retail shops and stores in the State excluding the County of Yancowinna; including storemen and packers, who, for the purpose of and in the course of their work as storemen and packers, use mechanical or electrical appliances in retail shops and stores.

Section 3

.....

Section 4 - Storemen and Packers, Wholesale, Drug Stores (State)

Storemen and packers, including storemen and packers who, for the purpose of and in the course of their work as storemen and packers, use mechanical or electrical appliances, employed in wholesale drug stores, drug factories and drug laboratories in the State, excluding the county of Yancowinna.

Section 5 - Storemen and Packers, Wholesale, Drug Stores (State)

Storemen and packers, and sorters and assemblers, including storemen and packers and, sorters and assemblers who, for the purpose of and in the course of their work as storemen and packers sorters and assemblers use mechanical or electrical appliances in wholesale grocers and tea warehouses (but not including tea packers) in the State, excluding the County of Yancowinna, and excluding the area within a radius of 16.09 km (10 miles) round the post and telegraph office, Newcastle, and excluding the towns of East and West Maitland;

Section 6 - Storemen and Packers, Wholesale Hardware Stores (State)

Storemen and packers, including storemen and packers, who, for the purpose of and in the course of their work as storemen and packers, use mechanical or electrical appliances in wholesale hardware, ironmonger, machinery, general merchants, ship chandlers and fancy goods houses, iron yards and rope stores in the State, excluding the County of Yancowinna, excluding the area within a radius of 16.09 km (10 miles) round the post and telegraph office, Newcastle, and excluding the towns of East and West Maitland;

and excepting

The employees of Australian Wire Industries Pty Ltd - Sydney Wiremill;

and excepting also

Employees of Australian Iron and Steel Proprietary Limited, within the jurisdiction of the Iron and Steel Works Employees (Australian Iron and Steel Proprietary Limited) Industrial Committee and the Quarries (Australian Iron and Steel Pty Limited) Industrial Committee;

Section 7 - Storemen and Packers, Wholesale Softgoods, &c. Stores (State)

Storemen and packers, including storemen and packers, who, for the purpose of and in the course of their work as storemen and packers, use mechanical or electrical appliances in wholesale softgoods, boot and shoe and stationery stores and museums in the State, excluding the County of Yancowinna, and excluding the area within the radius of 16.09 km (10 miles) round the post and telegraph office, Newcastle, and excluding the towns of East and West Maitland;

Section 8 - Storemen and Packers, Not Elsewhere Included (State)

Storemen and packers, including storemen and packers, who, for the purpose of and in the course of their work as storemen and packers, use mechanical or electrical appliances, other than those mentioned in Sections 1, 2, 3, 4, 5, 6, 7 and 9, and other than those mentioned in the Storemen and Packers, Wharf Stores (State) Industrial Committee, Storemen and Packers, Wholesale Paint, Varnish, Oil and Colour Stores (State) Industrial Committee and the Storemen and Packers, Wholesale Oil and Petroleum Products (State) Industrial Committee, in the State, excluding the County of Yancowinna;

Excepting

Storemen and packers in the porcelain enamelling industry; and

Excepting also

Employees of the Council of the City of Sydney, and employees in bond and free stores, but including employees in engineering and shipbuilding establishments or any factory;

and excepting also

Employees of Australian Iron and Steel Proprietary Limited within the jurisdiction of the Iron and Steel Works Employees (Australian Iron and Steel Pty Limited) Industrial Committee and the Quarries (Australian Iron & Steel Pty Limited) Industrial Committee, the Wholesale Fruit and Vegetable Employees (State) Industrial Committee;

and excepting also persons employed in or by The United Dental Hospital of Sydney.

Section 9 - Storemen and Packers (Newcastle)

All storemen and packers (other than those in retail shops and stores) employed within a radius of 16.09 km (10 miles) round the post and telegraph office, Newcastle, and in the towns of East and West Maitland, and including in both areas sorters and assemblers in wholesale grocery warehouses, and

including also storemen and packers and such sorters and assemblers who, for the purpose of and in the course of their work as storemen and packers and sorters and assemblers, use mechanical or electrical appliances;

Excepting

In both areas those in wholesale drug warehouses;

and excepting also

Storemen and packers in wholesale oil and colour stores, in wharf stores, and in bond and free stores;

and excepting also

Employees within the jurisdiction of the Shortland County council Industrial Committee;

Section 10 - Storemen and Packers, Bond and Free Stores (State)

Storemen and packers, including storemen and packers, who, for the purpose of and in the course of their work as storemen and packers, use mechanical or electrical appliances, employed in bond and free stores in the State, excluding the County of Yancowinna;

Excepting

All persons employed by The Sydney County Council;

Excepting

In all sections:

All persons employed in or in connection with hospitals, mental hospitals, public charitable institutions or ambulance work;

and also excepting in all sections employees within the jurisdiction of the following Industrial Committees:

Special Steels and Steel Products Manufacture (Commonwealth Steel Company Limited);
 University Employees, &c. (State);
 Tubemakers of Australia Limited, Newcastle;
 County Councils (Electricity Undertakings) Employees;
 Smelting &c. (Electrolytic R. & S. Company &C.);
 John Lysaght (Australia) Limited Newcastle;
 John Lysaght (Australia) Limited Port Kembla;
 Australian Wire Industries Pty Limited – Newcastle Ropery;
 John Lysaght (Australia) Limited Unanderra;
 Tubemakers of Australia Limited, Yennora;
 Smelting and Fertilizer Manufacturing (Sulphide Corporation Pty Limited and Greenleaf Fertilizers Limited);
 Milk Treatment, &C. and Distribution (State);
 Cement Workers &C. (State);
 Shoalhaven Scheme;

and also excepting in all sections employees of:

The Broken Hill Proprietary Company Limited
 Australian Wire Industries Pty Ltd. At its Newcastle Wiremill;
 Blue Circle Southern Cement Limited;
 The Council of the City of Newcastle;
 The Northern Rivers County Council;

The Electricity Commission of New South Wales;
 State Rail Authority of New South Wales;
 State Transit Authority of New South Wales;
 The Commissioner for Motor Transport;
 Prospect Electricity;
 The Australian Gas Light Company;

3. The said Industrial Committee shall consist of representatives of employers and representatives of employees.
4. The representatives of employers shall be appointed, upon nomination as prescribed;

EMPLOYERS' MEMBERS:

Sections 1, 2 and 5 - 9

1. One nominee appointed by Employers First
2. One nominee appointed by the Australian Retailers' Association.
3. One nominee appointed by Australian Business Industrial

Section 4:

1. One nominee appointed by Australian Business Industrial.

Section 10:

1. One nominee appointed by Employers' First.

Alternate Nominating Rights: (Section 10):

One nominee appointed by the New South Wales Road Transport Association Inc.

5. The representatives of employees shall be appointed, upon nomination as prescribed:

EMPLOYEE'S MEMBERS:

Section 1, 2 and 5 - 9:

1. Three nominees appointed by the National Union of Workers, New South Wales Branch.

Section 4:

One nominee appointed by the National Union of Workers, New South Wales Branch.

Section 10:

1. One nominee appointed by the National Union of Workers, New South Wales Branch.

6. These Orders shall take effect from 21 November 2002 for a period of three (3) years.

T. M. KAVANAGH J.

Printed by the authority of the Industrial Registrar.