



Fair Work Commission

Part 2-3, Div 4 – s 156 4 yearly reviews of modern awards

ASU Submission

AM2014/190—Transitional provisions – District Allowances

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Table of Contents

Introduction	3
ASU Awards	4
Broken Hill Allowance	5
Section 134 - Modern Awards Objective.....	6
Conclusion	8
Annexure A. [Attached to amended lodgement]	10
Annexure B. [Attached to amended lodgement]	11
Annexure C. [Attached to amended lodgement]	12

Introduction

1. The Australian Municipal, Administrative, Clerical and Services Union, trading as the Australian Services Union (ASU) is one of Australia's largest Unions, representing approximately 120,000 members.
2. The ASU was created in 1993. It brought together three large unions – the Federated Clerks Union, the Municipal Officers Association and the Municipal Employees Union, as well as a number of smaller organisations representing social welfare workers, information technology workers and transport employees.
3. Today, the ASU's members work in a wide variety of industries and occupations and especially in the following industries and occupations:
 - Local government (both blue and white collar employment)
 - Social and community services
 - Transport, including passenger air and rail transport, road, rail and air freight transport
 - Clerical and administrative employees in commerce and industry generally
 - Call centres
 - Information technology
 - Electricity generation, transmission and distribution
 - Water industry
 - Higher education (Queensland and SA).
4. The ASU has 11 branches and members in every state and territory of Australia, as well as in most regional centres. The Union has approximately equal numbers of males and females as members, although the proportions vary in particular industries.
5. The ASU has a history of maintaining an array of Awards which have preceded award modernisation and to which we continue to refer as a safety net of terms and conditions for our members. The ASU created those Awards in both federal and state jurisdictions and continues to operate in all industrial relations jurisdictions.
6. The ASU has made application under s156 of the *Fair Work Act 2009* to vary 11 modern awards; in which the ASU and its members have a direct interest. All of the following modern awards covered employees in remote locations in WA and NT for district allowances up to the end of the Transition period ie 31 December 2014:
 - *Airline Operations - Ground Staff Award 2010 [MA000048]*
 - *Business Equipment Award 2010 [MA000021]*
 - *Clerks – Private Sector Award 2010 [MA000002]*
 - *Contract Call Centres Award 2010 [MA000023]*

- *Labour Market Assistance Industry Award 2010 [MA000099]*
 - *Legal Services Award 2010 [MA000116]*
 - *Local Government Industry 2010 [MA000112]*
 - *Rail Industry Award 2010 [MA000015]*
 - *Social, Community, Home Care and Disability Services Industry Award 2010 [MA000100]*
 - *Water Industry Award 2010 [MA000113]*
 - *Electrical Power Industry Award 2010 [MA000088]*
7. This ASU submission is filed in support of our block application (and draft determinations) lodged with the Fair Work Commission (FWC) on 30 September 2014; which includes application for accident pay provisions being heard separately by the Full Bench.
8. The ASU seeks the inclusion of a national standard of fair and rational district allowances in modern awards to apply to all award covered employees as determined by remoteness, the inherent exigencies of working remotely rather than by State or Territory borders or related instruments.
9. The ASU supports the ACTU claim district allowances are not novel in modern awards¹. Similarly, our substantive application to continue the entitlements in the specified modern awards is supported by clear links to past albeit inconsistent entitlements.
10. The ASU submits that modern awards should provide for the payment of an allowance, applicable in all States and Territories, to compensate employees for disabilities associated with the performance of work in harsh climatic conditions and/or remote locations.
11. We also refer to the requirement that the Commission have regard, in considering this application, to the modern awards objective in section 134 (Modern Awards Objective) and the requirements of sections 139(g)(iii) (disabilities associated with the performance of particular tasks or work in particular conditions and locations) and 154 (terms that contain State based differences) of the Fair Work Act 2009.

ASU Awards

12. This application refers to historical examples in ASU pre-reform awards and NAPSAs to demonstrate the resultant shift in entitlements to a transitional national standard following award modernisation (AMOD).

¹ At [99] to [105], filed 1 August 2014.

13. District allowances historically applied for work in remote locations of Western Australia, South Australia, Queensland, New South Wales and the Northern Territory. District allowances were confined to specific locations in the pre-AMOD awards, NAPSAs and enterprise awards operating in the industries and occupations affected by the ASU's application. Please view a complete table of pre-AMOD entitlements at Annexure A.

Broken Hill Allowance

14. The Full Bench has granted the SDA application to vary the *Fast Food Industry Award 2010*, *General Retail Industry Award 2010*, *Hair and Beauty Industry Award 2010*, and *Pharmacy Industry Award 2010*.

We note that the Broken Hill allowance is in different terms to the transitional provisions relating to district allowances in Western Australia and the Northern Territory. The entitlement to the allowance is specified in the four awards and is expressed as a percentage figure of the standard rate under the award. It does not require reference to any other instruments. The calculation of the allowance is therefore straightforward and the allowance is not a term or condition of employment determined by reference to State or Territory boundaries.²

15. Whilst the insertion of the Broken Hill Allowance in the modern awards is unique, the merit for continuing the provision in modern awards is clearly in recognition of the need to provide compensation for employees working remotely and the often harsh conditions that put oppressive demands on remote workers, without offending s 154 of the Act.

16. In describing the oppressive condition of remote work in Broken Hill, the ASU relies primarily upon the witness statement of Rosslyn Ann Ferry which is filed under Annexure B. with this submission. Ms. Ferry is the General Secretary of the Broken Hill Town Employees Union and has worked in Broken Hill in corresponding industries, for which the ASU has coverage relevant to this application.

17. The ASU contends that these proceedings can establish a rational system for the inclusion of district allowances in modern awards – applicable on a national basis and consistent and fair in relation to fixation and adjustment.

18. The ASU has relied on the rationale of ADF district allowances in the draft determinations lodged for the ASU awards for the following reasons:

² At [62], [2015] FWCFB 644

- A clear and consistent rationale for recognising remote locations and calculating an allowance.
- Not restricted by State or Territory boundaries or instruments.

19. However in light of the Broken Hill decision the ASU contends that these proceedings can establish a modern and relevant rationale for the inclusion of district allowances in modern awards, applicable on a national basis and that are consistent and fair in relation to fixation and adjustment.

20. The ASU proposes FWC devise a test for reviewing the list of locations; a principle that establishes through research a calculation that could be reviewed during 4 yearly award reviews.

Inspection of Remote Locations

21. The ASU respectfully requests that the Full Bench allocate minimal resources for a single member of the Full Bench to inspect at least four different types of remote locations nationally, as agreed by the parties but, if no agreement can be reached; ultimately determined by the Full Bench.

22. The ASU contends that few modern award review claims warrant inspections more so than district allowances to test the true merits of the claim.

23. The Inspections that lead to the 1984 NT “freezing” of district allowances decision³ involved inspections of genuine remote locations but relied on Darwin as the “reference point” for cost of living and disability arguments. The ASU is proposing a different more modern approach to testing for remoteness.

24. When making an assessment of “remoteness”, the ASU submits that the Full Bench should primarily rely on the decisions in respect of the Broken Hill allowance as a reference⁴.

Section 134 - Modern Awards Objective

25. The Explanatory Memorandum refers to s 154 of the FW Act permitting modern awards to contain district allowances. Paragraph 597 of the EM provides:

³ NT

⁴ At [17], [2010] FWAFB 379 & Ibid.,

It is not intended that clause 154 would prohibit modern awards including terms that have differing practical operation in different States and Territories, provided that they are capable of applying in each State or Territory. For example, a modern award could contain a provision that allowed for the payment of a remote location allowance or tropical allowance to address a particular degree of remoteness or particular climatic conditions⁵.

26. Further, the Second Reading Speech on the *Workplace Relations Amendment (Transition to Forward with Fairness) Bill 2008*, provided that the restrictions imposed on state-based differences:

... would not prevent the Commission including in awards terms and conditions based on objectively ascertainable regional circumstances that are appropriate and, on the evidence of the parties, necessary to ensure a fair minimum safety net.⁶

27. Earlier in these proceedings the Full Bench granted the SDA's application to vary the Fast Food Industry Award 2010, General Retail Industry Award 2010, Hair and Beauty Industry Award 2010, and Pharmacy Industry Award 2010, because the Broken Hill Allowance provision in those Awards provided a standard as follows:

- i. expressed as a percentage figure of the standard rate under the award;
- ii. calculation of the allowance is straightforward as it does not require reference to any other instruments; and,
- iii. the allowance is not a term or condition of employment determined by reference to State or Territory boundaries.

28. The ASU welcomes the Full Bench decision recognising Broken Hill⁷ because it provides a rationale for district allowances to apply to locations Australia-wide that are at least as remote, if not more remote, than Broken Hill (and the County of Yancowinna); and meet the three above mentioned requirements listed in paragraph 27.

29. In their written submissions raised 1 August 2014⁸, the ACTU highlight numerous institutions and public policy programs that recognise that those who live in remote areas require special or additional payments or assistance as a direct result of the disadvantages created by their remoteness. These include: the Australian Tax Office designated Remote Area Tax Zones (providing income tax concessions for disadvantages arising from climatic

⁵ At [597].

⁶ Julia Gillard MP, House of Representatives, 17 March 2008, 1849.

⁷ Ibid. at [57] to [64]

⁸ Ibid.

conditions, isolation and differences in costs of living); Department of Human Services (in terms of the Remote Area Allowance); Health & Aged Care Sector (for service delivery) and the Australian Defence Forces which the ASU refers as an instructive the basis for the determination of remote locations and calculation of allowances drafted in our Determinations 30 September 2014. The ASU submits the ADF model provides a consistent and fair basis for a national standard of district allowances.

30. However, in light of the Full Bench decision on Broken Hill allowances the ASU is prepared to amend and tailor the draft determinations to meet the above mentioned three requirements set out in paragraph 27.

31. We also refer to the requirement that the Commission have regard, in considering this application, to the modern awards objective in section 134 and the requirements of sections 139 of the *Fair Work Act 2009*.

32. In WA there is evidence that employees have lost income from the 1 January as a result of the removal of the transitional provision in the ASU modern awards that apply in WA. ASU WA Branch official provides in their witness statement evidence of SACS and local government employees who; also, make statements indicating impact on incomes that would result from the extinguishment of district allowances.

33. In describing the economic hardship that affects working from remote locations, the Union relies primarily upon the witness statement of Lana Thorne filed under Annexure C. with this submission.

Conclusion

1. District allowances are appropriate for compensation of work undertaken in areas genuinely described as remote, has already been found by the Full Bench. The features of the Broken Hill allowance should become a permanent feature of modern awards. The ASU seeks inclusion of a fair minimum national standard on district allowances in modern awards to apply to all award covered employees working in remote locations as identified.
2. The ASU has proposed a rational system for how district allowances should be fixed and adjusted, in our draft determinations submitted 30 September 2014.
3. The ASU contends that the entitlement should be extended to all workers experiencing work related disability or isolation, irrespective of whether their work is in a location with pre award modernisation entitlement.

4. It is appropriate that the modern awards provide for the payment of an allowance, applicable in all States and Territories, to compensate employees for disabilities associated with the performance of work in harsh climatic conditions and/or remote locations.

5. The continuance of “district allowances” meets the modern awards objective by providing entitlements for low-paid workers.

Annexure A. [Attached to notification of lodgement]

Annexure B. [Attached to notification of lodgement]

Annexure C. [Attached to notification of lodgement]

Annexure A.

<p>Indigenous organisations and services</p>	<p>Pre-reform awards and NAPSAs containing district allowances</p>														
<p>AP814193 - Aboriginal Communities and Organisations (Western Australia) Award 2001 - 21.1 District allowance</p>	<p>In this clause:</p> <p>21.1.1 Dependant in relation to an employee means:</p> <p>21.1.1(a) a spouse (including a de facto spouse); or</p> <p>21.1.1(b) if there is no spouse, a child under 18 years of age who lives in Western Australia and who relies on the employee for their main financial support; or</p> <p>21.1.1(c) if there is no spouse, any relative of the employee who lives in Western Australia and who relies on the employee for their main financial support who does not receive a district allowance or location allowance of any kind.</p> <p>21.1.2 Partial dependant in relation to an employee means:</p> <p>21.1.2(a) a spouse (including a de facto spouse); or</p> <p>21.1.2(b) if there is no spouse, a child under 18 years of age who lives in Western Australia and who relies on the employee for their main financial support; or</p> <p>21.1.2(c) if there is no spouse, any relative of the employee who lives in Western Australia and who relies on the employee for their main financial support who receives a district allowance or location allowance of any kind under an award, agreement or any other provision regulating their employment, and that allowance is less than the applicable allowance for an employee without dependants under this award.</p> <p>[21.1.3 substituted by PR922215 PR938895 PR951278 PR961193 PR975621 PR979692; PR983217 ppc 01Oct08]</p> <p>21.1.3 Employees are entitled to district allowance at the following rates. There are some exceptions which are listed in paragraph 21.1.4 of this award:</p> <table border="1" data-bbox="638 930 1543 1310"> <thead> <tr> <th>Location of the Employee's Headquarters</th> <th>Amount of District Allowance</th> </tr> </thead> <tbody> <tr> <td>District 1</td> <td>Nil</td> </tr> <tr> <td>District 2</td> <td>\$669 per year</td> </tr> <tr> <td>District 3</td> <td>\$977 per year</td> </tr> <tr> <td>District 4</td> <td>\$1,542 per year</td> </tr> <tr> <td>District 5</td> <td>\$3,065 per year</td> </tr> <tr> <td>District 6</td> <td>\$3,743 per year</td> </tr> </tbody> </table> <p>The boundaries of the districts referred to in this clause are described in schedule C of this award.</p> <p>[21.1.4 substituted by PR922215 PR938895 PR951278 PR961193 PR975621 PR979692 PR983217; PR983217 ppc 01Oct08]</p> <p>21.1.4 If an employee's headquarters are located in a town or place mentioned below, the employee is entitled to district allowance at the following rates instead of the rates mentioned in paragraph 21.1.3 of this award:</p>	Location of the Employee's Headquarters	Amount of District Allowance	District 1	Nil	District 2	\$669 per year	District 3	\$977 per year	District 4	\$1,542 per year	District 5	\$3,065 per year	District 6	\$3,743 per year
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Annexure A.

	Location of the Employee's Headquarters	Amount of District Allowance
	Kalgoorlie Boulder	\$223 per year
	Ravensthorpe Norseman Salmon Gums Marvel Loch Esperance	\$920 per year
	Carnarvon	\$1,455 per year
	Meekatharra Mount Magnet Wiluna Laverton Leonora Cue	\$1,542 per year
	Port Hedland	\$3,355 per year
	Karratha	\$3,607 per year
	Liveringa (Camballin) Marble Bar Wittenoom	\$3,832 per year
	Fitzroy Crossing Halls Creek Turner River Camp Nullagine	\$4,124 per year
	Warburton Mission	\$4,151 per year
	<p>21.1.5 An employee who has a dependant is entitled to district allowance at double the rate prescribed by this clause for the district, town or place where the employee's headquarters are located.</p> <p>21.1.6 An employee who has a partial dependant is entitled to district allowance at the rate prescribed by this clause for the district, town or place where the employee's headquarters are located, plus an amount equal to the difference between the amount of district or location allowance that the partial dependant receives under the award, agreement or any other provision which regulates the partial dependant's employment and the amount the partial dependant would receive if he or she was employed full-time.</p> <p>21.1.7 The following arrangements apply where an employee's headquarters are located in a place for which there is no district allowance prescribed by this award and the employee is required to travel to or temporarily reside in any other place for which a district allowance is prescribed by this award:</p> <p>21.1.7(a) The employee must be away from their headquarters for more than one month in order for the allowance to be payable.</p>	

Annexure A.

	<p>21.1.7(b) The employee is entitled to district allowance for the time spent travelling or temporarily residing away from their headquarters at the rate prescribed by this award for the district, town or place in which the employee spends the most amount of time while they are travelling or temporarily residing away from their headquarters.</p> <p>21.1.7(c) The employee will still be entitled to any other allowances prescribed by this award.</p> <p>21.1.8 Employees are entitled to district allowance while they are on any form of paid leave.</p> <p>21.1.9 Part-time employees and casual employees are entitled to district allowance on a proportionate basis according to the number of hours that they work.</p> <p>21.2 Adjustment of district allowance rates The District Allowance rates prescribed by this award may be adjusted in accordance with the applicable National Wage Principles. The adjustment will be calculated in accordance with the official Consumer Price Index (CPI) "All Groups" Index for Perth as published by the Australian Bureau of Statistics, however the District Allowance rates set out in 21.1.3 and 21.1.4 above will only be varied once the application of the above formula to the District Allowance rates set out in the draft order in C2001/2606 results in District Allowance rates in excess of those set out in 21.1.3 and 21.1.4 above.</p>
AP835155 - Municipal Officers' (Aboriginal and Islander Community Councils) Award (Qld) 2004 - 13.1 Locality allowances	In addition to remuneration otherwise payable under this award, an officer shall be paid a locality allowance in accordance with the scale of such allowances prescribed by Directive 19/99 made pursuant to the provisions of s.34.2 of the Public Service Act 1996.
AP766925 - Aboriginal Legal Rights Movement Inc. (SA) Award, 1999 - 5.4.1 District Allowance	Staff employed at Ceduna must receive a District Allowance at the rate of \$715.00 per annum (without dependents) or \$1418.00 per annum (with dependents).

Clerical	Pre-reform awards and NAPSAs containing district allowances														
<u>AN150039 – Clerks' (South Australia) Award - Schedule 3 - 3.3 WHYALLA LOCALITY ALLOWANCE</u>	<p>Employees, who by reason of the locality of their employment, are required to live within a radius of eight kilometres of the chief post office in the town of Whyalla or the chief post office in Iron Knob or of the school house at Iron Baron, will receive an allowance at the following rates in addition to the rates prescribed.</p> <table border="0"> <tr> <td></td> <td style="text-align: right;">Per Week</td> </tr> <tr> <td>Males</td> <td style="text-align: right;">Cents</td> </tr> <tr> <td>21 years of age and over</td> <td style="text-align: right;">50</td> </tr> <tr> <td>under 21 years of age</td> <td style="text-align: right;">25</td> </tr> <tr> <td>Females</td> <td></td> </tr> <tr> <td>21 years of age and over</td> <td style="text-align: right;">30</td> </tr> <tr> <td>under 21 years of age</td> <td style="text-align: right;">20</td> </tr> </table>		Per Week	Males	Cents	21 years of age and over	50	under 21 years of age	25	Females		21 years of age and over	30	under 21 years of age	20
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<u>AN150040 – Clerks Metal Industry (South Australia)</u>	CLAUSE 3. WHYALLA LOCALITY ALLOWANCE														

Annexure A.

<p><u>Award - SCHEDULE 3 – ALLOWANCES</u></p>	<p>The amount of allowance referred to in Schedule 2, Clause 1.4 is:</p> <p>21 years of age and over 50c per week Under 21 years of age 25c per week</p>
<p><u>AN140067 – Clerical Employees [Old] Award - State 2002 - Clause 5.7.2 Divisional and district allowances (see clause 1.7.2 for explication of “Districts”)</u></p>	<p>(a) Adult employees (21 years and over) in the Mackay Division shall be paid 90 cents per week and adult employees (21 years and over) in the Eastern District of the Northern Division shall be paid \$1.05 per week in addition to the rates above prescribed.</p> <p>(b) Western allowance - In addition to the rates of wages for the Eastern Districts, the following Western allowances shall be paid to all clerks to whom this Award applies employed in the Western Districts of the Southern and Northern Divisions:</p> <p>In the case of adults of the age of 21 years and over in the Western District of the Southern Division \$1.05 per week.</p> <p>In the case of juniors under the age of 21 years in the 53 cents per week.</p> <p>In the case of adults of the age of 21 years and over in the Western District of the Northern Division \$2.20 per week.</p> <p>In the case of juniors under the age of 21 years in the Western District of the Northern Division \$1.10 per week.</p>
<p><u>AN140065 – Clerical Award - Private Hospitals - [Old] State 2003 - 5.6.3 Divisional and district allowances</u></p>	<p>(a) Adult employees (21 years and over) in the Mackay Division shall be paid 90 cents per week and adult employees (21 years and over) in the Eastern District of the Northern Division shall be paid \$1.05 per week in addition to the rates above prescribed.</p> <p>(b) Western Allowance -</p> <p>In addition to the rates of wages set out in this Award for the Eastern Districts, the following Western allowances shall be paid to all clerks to whom this Award applies employed in the Western Districts of the Southern and Northern Divisions:</p> <p>(i) In the case of adults of the age of 21 years and over in the Western District of the Southern Division - \$1.05 per week.</p> <p>(ii) In the case of Juniors under the age of 21 years in the Western District of the Southern division - 53 cents per week.</p> <p>(iii) In the case of adults of the age of 21 years and over in the Western District of the Northern Division - \$2.20 per week.</p> <p>(iv) In the case of Juniors under the age of 21 years in the Western District of the Northern Division - \$1.10 per week.</p>
<p><u>AN140309 – Uniting HealthCare Clerical Employees Enterprise Award - [Old] State 2004 - 5.6.3 Divisional and district allowances</u></p>	<p>(a) Adult employees (21 years and over) in the Mackay Division shall be paid 90 cents per week and adult employees (21 years and over) in the Eastern District of the Northern Division shall be paid \$1.05 per week in addition to the rates above prescribed.</p> <p>(b) Western allowance</p> <p>In addition to the rates of wages set out in this Award for the Eastern Districts, the following Western allowances shall be paid to all clerks to whom this Award applies employed in the Western Districts of the Southern and Northern Divisions:</p> <p>(i) in the case of adults of the age of 21 years and over in the Western District of the Southern Division - \$1.05 per week;</p>

Annexure A.

	<p>(ii) in the case of Juniors under the age of 21 years in the Western District of the Southern Division - 53 cents per week;</p> <p>(iii) in the case of adults of the age of 21 years and over in the Western District of the Northern Division - \$2.20 per week; and</p> <p>(iv) in the case of Juniors under the age of 21 years in the Western District of the Northern Division - \$1.10 per week.</p>																																																																								
<p><u>AN140294 – Taxi Industry - Call Centre Operators and Clerical Employees Award - [Old] State 2004 - 5.7.2 Divisional and district allowances</u></p>	<p>(a) Adult employees (21 years and over) in the Mackay Division shall be paid 90 cents per week and adult employees (21 years and over) in the Eastern District of the Northern Division shall be paid \$1.05 per week in addition to the rates above prescribed.</p> <p>(b) Western allowance - In addition to the rates of wages for the Eastern Districts, the following Western allowances shall be paid to all clerks to whom this Award applies employed in the Western Districts of the Southern and Northern Divisions:</p> <p>In the case of adults of the age of 21 years and over in the Western District of the Southern Division \$1.05 per week.</p> <p>In the case of juniors under the age of 21 years in the Western District of the Southern Division 53 cents per week.</p> <p>In the case of adults of the age of 21 years and over in the Western District of the Northern Division \$2.20 per week.</p> <p>In the case of juniors under the age of 21 years in the Western District of the Northern Division \$1.10 per week.</p>																																																																								
<p><u>AN160066 – Clerks (Commercial, Social and Professional Services) [WA] Award No. 14 of 1972 - Clause 27. - LOCATION ALLOWANCES</u></p>	<p>(1) Subject to the provisions of this clause, in addition to the rates prescribed in the wages clause of this award, an employee shall be paid the following weekly allowances when employed in the towns prescribed hereunder. Provided that where the wages are prescribed as fortnightly rates of pay, these allowances shall be shown as fortnightly allowances.</p> <table border="0" style="width: 100%;"> <thead> <tr> <th style="text-align: left;"><u>TOWN</u></th> <th style="text-align: left;"><u>PER WEEK</u></th> <th style="text-align: left;"><u>(Cont. TOWN</u></th> <th style="text-align: left;"><u>PER WEEK</u></th> </tr> </thead> <tbody> <tr><td>Agnew</td><td>\$17.30</td><td>Leinster</td><td>\$17.30</td></tr> <tr><td>Argyle</td><td>\$45.60</td><td>Leonora</td><td>\$17.60</td></tr> <tr><td>Balladonia</td><td>\$17.40</td><td>Madura</td><td>\$18.40</td></tr> <tr><td>Barrow Island</td><td>\$29.70</td><td>Marble Bar</td><td>\$43.80</td></tr> <tr><td>Boulder</td><td>\$7.20</td><td>Meekatharra</td><td>\$15.20</td></tr> <tr><td>Broome</td><td>\$27.70</td><td>Mount Magnet</td><td>\$19.00</td></tr> <tr><td>Bullfinch</td><td>\$8.20</td><td>Mundrabilla</td><td>\$18.90</td></tr> <tr><td>Carnarvon</td><td>\$14.20</td><td>Newman</td><td>\$16.60</td></tr> <tr><td>Cockatoo Island</td><td>\$30.40</td><td>Norseman</td><td>\$14.90</td></tr> <tr><td>Coolgardie</td><td>\$7.20</td><td>Nullagine</td><td>\$43.70</td></tr> <tr><td>Cue</td><td>\$17.70</td><td>Onslow</td><td>\$29.70</td></tr> <tr><td>Dampier</td><td>\$24.00</td><td>Pannawonica</td><td>\$22.40</td></tr> <tr><td>Denham</td><td>\$14.20</td><td>Paraburdoo</td><td>\$22.30</td></tr> <tr><td>Derby</td><td>\$28.80</td><td>Port Hedland</td><td>\$23.90</td></tr> <tr><td>Esperance</td><td>\$5.20</td><td>Ravensthorpe</td><td>\$9.20</td></tr> <tr><td>Eucla</td><td>\$19.40</td><td>Roebourne</td><td>\$32.90</td></tr> <tr><td>Exmouth</td><td>\$25.00</td><td>Sandstone</td><td>\$17.30</td></tr> </tbody> </table>	<u>TOWN</u>	<u>PER WEEK</u>	<u>(Cont. TOWN</u>	<u>PER WEEK</u>	Agnew	\$17.30	Leinster	\$17.30	Argyle	\$45.60	Leonora	\$17.60	Balladonia	\$17.40	Madura	\$18.40	Barrow Island	\$29.70	Marble Bar	\$43.80	Boulder	\$7.20	Meekatharra	\$15.20	Broome	\$27.70	Mount Magnet	\$19.00	Bullfinch	\$8.20	Mundrabilla	\$18.90	Carnarvon	\$14.20	Newman	\$16.60	Cockatoo Island	\$30.40	Norseman	\$14.90	Coolgardie	\$7.20	Nullagine	\$43.70	Cue	\$17.70	Onslow	\$29.70	Dampier	\$24.00	Pannawonica	\$22.40	Denham	\$14.20	Paraburdoo	\$22.30	Derby	\$28.80	Port Hedland	\$23.90	Esperance	\$5.20	Ravensthorpe	\$9.20	Eucla	\$19.40	Roebourne	\$32.90	Exmouth	\$25.00	Sandstone	\$17.30
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- (2) Except as provided in subclause (3) of this clause, an employee who has:
- (a) a dependant shall be paid double the allowance prescribed in subclause (1) of this clause;
- (b) a partial dependant shall be paid the allowance prescribed in subclause (1) of this clause plus the difference between that rate and the amount such partial dependant is receiving by way of a district or location allowance.
- (3) Where an employee:
- (a) is provided with board and lodging by his/her employer, free of charge; or
- (b) is provided with an allowance in lieu of board and lodging by virtue of the award or an order or agreement made pursuant to the Act;
- such employee shall be paid 66²/₃ per cent of the allowances prescribed in subclause (1) of this clause.
- (4) Subject to subclause (2) of this clause, junior employees, casual employees, part time employees, apprentices receiving less than adult rate and employees employed for less than a full week shall receive that proportion of the location allowance as equates with the proportion that their wage for ordinary hours that week is to the adult rate for the work performed.
- (5) Where an employee is on annual leave or receives payment in lieu of annual leave he/she shall be paid for the period of such leave the location allowance to which he/she would ordinarily be entitled.
- (6) Where an employee is on long service leave or other approved leave with pay (other than annual leave) he/she shall only be paid location allowance for the period of such leave he/she remains in the location in which he/she is employed.
- (7) For the purposes of this clause:
- (a) "Dependant" shall mean -
- (i) a spouse or defacto partner; or

Annexure A.

	<p>(ii) a child where there is no spouse or defacto partner;</p> <p>who does not receive a location allowance or who, if in receipt of a salary or wage package, receives no consideration for which the location allowance is payable pursuant to the provisions of this clause.</p> <p>(b) "Partial Dependant" shall mean a "dependant" as prescribed in paragraph (a) of this subclause who receives a location allowance which is less than the location allowance prescribed in subclause (1) of this clause or who, if in receipt of a salary or wage package, receives less than a full consideration for which the location allowance is payable pursuant to the provisions of this clause.</p> <p>(8) Where an employee is employed in a town or location not specified in this clause the allowance payable for the purpose of subclause (1) of this clause shall be such amount as may be agreed between Australian Mines and Metals Association, the Chamber of Commerce and Industry of Western Australia and the Trades and Labor Council of Western Australia or, failing such agreement, as may be determined by the Commission.</p> <p>(9) Subject to the making of a General Order pursuant to s.50 of the Act, that part of each location allowance representing prices shall be varied from the beginning of the first pay period commencing on or after the 1st day in July of each year in accordance with the annual percentage change in the Consumer Price Index (excluding housing), for Perth measured to the end of the immediately preceding March quarter, the calculation to be taken to the nearest ten cents.</p>																																												
<p><u>AN140063 – Clerical and Administrative Award - Sugar Mills - [Old] State 2003 - 5.3.4 District allowances -</u></p>	<p>In addition to the minimum weekly wage rate the following district allowances shall apply:</p> <p style="padding-left: 40px;">Per Week \$ Mackay 0.90 Northern\$1.05</p> <p>Junior employees shall receive the respective percentage of the wage rates, including these allowances, as prescribed in clause 5.3.2.</p>																																												
<p><u>AN160067 – Clerks (Timber) [WA] Award – Clause 31. - LOCATION ALLOWANCES</u></p>	<p>(1) Subject to the provisions of this clause, in addition to the rates prescribed in the wages clause of this award, an employee shall be paid the following weekly allowances when employed in the towns prescribed hereunder. Provided that where the wages are prescribed as fortnightly rates of pay, these allowances shall be shown as fortnightly allowances.</p> <table border="0" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; border-bottom: 1px solid black;">[TOWN</th> <th style="text-align: left; border-bottom: 1px solid black;">PER WEEK</th> <th style="text-align: left; border-bottom: 1px solid black;">(Cont. TOWN</th> <th style="text-align: left; border-bottom: 1px solid black;">PER WEEK]</th> </tr> </thead> <tbody> <tr> <td>Agnew</td> <td>\$17.30</td> <td>Leinster</td> <td>\$17.30</td> </tr> <tr> <td>Argyle</td> <td>\$45.60</td> <td>Leonora</td> <td>\$17.60</td> </tr> <tr> <td>Balladonia</td> <td>\$17.40</td> <td>Madura</td> <td>\$18.40</td> </tr> <tr> <td>Barrow Island</td> <td>\$29.70</td> <td>Marble Bar</td> <td>\$43.80</td> </tr> <tr> <td>Boulder</td> <td>\$7.20</td> <td>Meekatharra</td> <td>\$15.20</td> </tr> <tr> <td>Broome</td> <td>\$27.70</td> <td>Mount Magnet</td> <td>\$19.00</td> </tr> <tr> <td>Bullfinch</td> <td>\$8.20</td> <td>Mundrabilla</td> <td>\$18.90</td> </tr> <tr> <td>Carnarvon</td> <td>\$14.20</td> <td>Newman</td> <td>\$16.60</td> </tr> <tr> <td>Cockatoo Island</td> <td>\$30.40</td> <td>Norseman</td> <td>\$14.90</td> </tr> <tr> <td>Coolgardie</td> <td>\$7.20</td> <td>Nullagine</td> <td>\$43.70</td> </tr> </tbody> </table>	[TOWN	PER WEEK	(Cont. TOWN	PER WEEK]	Agnew	\$17.30	Leinster	\$17.30	Argyle	\$45.60	Leonora	\$17.60	Balladonia	\$17.40	Madura	\$18.40	Barrow Island	\$29.70	Marble Bar	\$43.80	Boulder	\$7.20	Meekatharra	\$15.20	Broome	\$27.70	Mount Magnet	\$19.00	Bullfinch	\$8.20	Mundrabilla	\$18.90	Carnarvon	\$14.20	Newman	\$16.60	Cockatoo Island	\$30.40	Norseman	\$14.90	Coolgardie	\$7.20	Nullagine	\$43.70
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(2) Except as provided in subclause (3) of this clause, an employee who has:

(a) a dependant shall be paid double the allowance prescribed in subclause (1) of this clause;

(b) a partial dependant shall be paid the allowance prescribed in subclause (1) of this clause plus the difference between that rate and the amount such partial dependant is receiving by way of a district or location allowance.

(3) Where an employee:

(a) is provided with board and lodging by his/her employer, free of charge; or

(b) is provided with an allowance in lieu of board and lodging by virtue of the award or an order or agreement made pursuant to the Act;

such employee shall be paid 66 2/3 per cent of the allowances prescribed in subclause (1) of this clause.

(4) Subject to subclause (2) of this clause, junior employees, casual employees, part time employees, apprentices receiving less than adult rate and employees employed for less than a full week shall receive that proportion of the location allowance as equates with the proportion that their wage for ordinary hours that week is to the adult rate for the work performed.

(5) Where an employee is on annual leave or receives payment in lieu of annual leave he/she shall be paid for the period of such leave the location allowance to which he/she would ordinarily be entitled.

(6) Where an employee is on long service leave or other approved leave with pay (other than annual leave) he/she shall only be paid location allowance for the period of such leave he/she remains in the location in which he/she is employed.

Annexure A.

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<p><u>AN160068 – Clerks (Unions and Labor Movement) [WA] Award 2004 - 37. - LOCATION ALLOWANCES</u></p>	<p>(1) Subject to the provisions of this clause, in addition to the rates prescribed in the wages clause of this award, an employee shall be paid the following weekly allowances when employed in the towns prescribed hereunder. Provided that where the wages are prescribed as fortnightly rates of pay, these allowances shall be shown as fortnightly allowances.</p> <table border="0" style="width: 100%;"> <thead> <tr> <th style="text-align: left;"><u>TOWN</u></th> <th style="text-align: left;"><u>PER WEEK</u></th> <th style="text-align: left;"><u>(Cont. TOWN</u></th> <th style="text-align: left;"><u>PER WEEK</u></th> </tr> </thead> <tbody> <tr> <td>Agnew</td> <td>\$17.30</td> <td>Leinster</td> <td>\$17.30</td> </tr> <tr> <td>Argyle</td> <td>\$45.60</td> <td>Leonora</td> <td>\$17.60</td> </tr> <tr> <td>Balladonia</td> <td>\$17.40</td> <td>Madura</td> <td>\$18.40</td> </tr> <tr> <td>Barrow Island</td> <td>\$29.70</td> <td>Marble Bar</td> <td>\$43.80</td> </tr> <tr> <td>Boulder</td> <td>\$7.20</td> <td>Meekatharra</td> <td>\$15.20</td> </tr> <tr> <td>Broome</td> <td>\$27.70</td> <td>Mount Magnet</td> <td>\$19.00</td> </tr> <tr> <td>Bullfinch</td> <td>\$8.20</td> <td>Mundrabilla</td> <td>\$18.90</td> </tr> <tr> <td>Carnarvon</td> <td>\$14.20</td> <td>Newman</td> <td>\$16.60</td> </tr> <tr> <td>Cockatoo Island</td> <td>\$30.40</td> <td>Norseman</td> <td>\$14.90</td> </tr> <tr> <td>Coolgardie</td> <td>\$7.20</td> <td>Nullagine</td> <td>\$43.70</td> </tr> <tr> <td>Cue</td> <td>\$17.70</td> <td>Onslow</td> <td>\$29.70</td> </tr> <tr> <td>Dampier</td> <td>\$24.00</td> <td>Pannawonica</td> <td>\$22.40</td> </tr> <tr> <td>Denham</td> <td>\$14.20</td> <td>Paraburdoo</td> <td>\$22.30</td> </tr> </tbody> </table>	<u>TOWN</u>	<u>PER WEEK</u>	<u>(Cont. TOWN</u>	<u>PER WEEK</u>	Agnew	\$17.30	Leinster	\$17.30	Argyle	\$45.60	Leonora	\$17.60	Balladonia	\$17.40	Madura	\$18.40	Barrow Island	\$29.70	Marble Bar	\$43.80	Boulder	\$7.20	Meekatharra	\$15.20	Broome	\$27.70	Mount Magnet	\$19.00	Bullfinch	\$8.20	Mundrabilla	\$18.90	Carnarvon	\$14.20	Newman	\$16.60	Cockatoo Island	\$30.40	Norseman	\$14.90	Coolgardie	\$7.20	Nullagine	\$43.70	Cue	\$17.70	Onslow	\$29.70	Dampier	\$24.00	Pannawonica	\$22.40	Denham	\$14.20	Paraburdoo	\$22.30
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- (3) Where an employee:
- (a) is provided with board and lodging by his/her employer, free of charge; or
- (b) is provided with an allowance in lieu of board and lodging by virtue of the award or an order or agreement made pursuant to the Act;
- such employee shall be paid 66²/₃ per cent of the allowances prescribed in subclause (1) of this clause.
- The provisions of paragraph (b) of this subclause shall have effect on and from the 24th day of July, 1990.
- (4) Subject to subclause (2) of this clause, junior employees, casual employees, part time employees, apprentices receiving less than adult rate and employees employed for less than a full week shall receive that proportion of the location allowance as equates with the proportion that the employee's wage for ordinary hours that week is to the adult rate for the work performed.
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Kununurra	\$45.60	Wittenoom	\$38.70
Laverton	\$17.60	Wyndham	\$42.90
Learmonth	\$25.00		

- (2) Except as provided in subclause (3) of this clause, an employee who has:
- (a) a dependant shall be paid double the allowance prescribed in subclause (1) of this clause;
- (b) a partial dependant shall be paid the allowance prescribed in subclause (1) of this clause plus the difference between that rate and the amount such partial dependant is receiving by way of a district or location allowance.
- (3) Where an employee:
- (a) is provided with board and lodging by his/her employer, free of charge; or
- (b) is provided with an allowance in lieu of board and lodging by virtue of the award or an order or agreement made pursuant to the Act;
- such employee shall be paid 66²/₃ per cent of the allowances prescribed in subclause (1) of this clause.
- (4) Subject to subclause (2) of this clause, junior employees, casual employees, part time employees, apprentices receiving less than adult rate and employees employed for less than a full week shall receive that proportion of the location allowance as equates with the proportion that their wage for ordinary hours that week is to the adult rate for the work performed.
- (5) Where an employee is on annual leave or receives payment in lieu of annual leave he/she shall be paid for the period of such leave the location allowance to which he/she would ordinarily be entitled.
- (6) Where an employee is on long service leave or other approved leave with pay (other than annual leave) he/she shall only be paid location allowance for the period of such leave he/she remains in the location in which he/she is employed.
- (7) For the purposes of this clause:
- (a) "Dependant" shall mean -

Annexure A.

(i) a spouse or defacto partner; or

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who does not receive a location allowance or who, if in receipt of a salary or wage package, receives no consideration for which the location allowance is payable pursuant to the provisions of this clause.

(b) "Partial Dependant" shall mean a "dependant" as prescribed in paragraph (a) of this subclause who receives a location allowance which is less than the location allowance prescribed in subclause (1) of this clause or who, if in receipt of a salary or wage package, receives less than a full consideration for which the location allowance is payable pursuant to the provisions of this clause.

(8) Where an employee is employed in a town or location not specified in this clause the allowance payable for the purpose of subclause (1) of this clause shall be such amount as may be agreed between Australian Mines and Metals Association, the Chamber of Commerce and Industry of Western Australia and the Trades and Labor Council of Western Australia or, failing such agreement, as may be determined by the Commission.

(9) Subject to the making of a General Order pursuant to s.50 of the Act, that part of each location allowance representing prices shall be varied from the beginning of the first pay period commencing on or after the 1st day in July of each year in accordance with the annual percentage change in the Consumer Price Index (excluding housing), for Perth measured to the end of the immediately preceding March quarter, the calculation to be taken to the nearest ten cents.

**AN160071 – Clerks'
(Control Room Operators)
[WA] Award 1984 - 25. -
LOCATION ALLOWANCES**

(1) Subject to the provisions of this clause, in addition to the rates prescribed in the wages clause of this award, an employee shall be paid the following weekly allowances when employed in the towns prescribed hereunder. Provided that where the wages are prescribed as fortnightly rates of pay, these allowances shall be shown as fortnightly allowances.

<u>TOWN</u>	<u>PER WEEK</u>	<u>(Cont. TOWN</u>	<u>PER WEEK</u>
Agnew	\$17.30	Leinster	\$17.30
Argyle	\$45.60	Leonora	\$17.60
Balladonia	\$17.40	Madura	\$18.40
Barrow Island	\$29.70	Marble Bar	\$43.80
Boulder	\$7.20	Meekatharra	\$15.20
Broome	\$27.70	Mount Magnet	\$19.00
Bullfinch	\$8.20	Mundrabilla	\$18.90
Carnarvon	\$14.20	Newman	\$16.60
Cockatoo Island	\$30.40	Norseman	\$14.90
Coolgardie	\$7.20	Nullagine	\$43.70
Cue	\$17.70	Onslow	\$29.70
Dampier	\$24.00	Pannawonica	\$22.40
Denham	\$14.20	Paraburdoo	\$22.30
Derby	\$28.80	Port Hedland	\$23.90
Esperance	\$5.20	Ravensthorpe	\$9.20
Eucla	\$19.40	Roebourne	\$32.90
Exmouth	\$25.00	Sandstone	\$17.30

Annexure A.

Fitzroy Crossing	\$34.80	Shark Bay	\$14.20
Goldsworthy	\$15.40	Shay Gap	\$15.40
Halls Creek	\$39.90	Southern Cross	\$8.20
Kalbarri	\$6.00	Telfer	\$40.50
Kalgoorlie	\$7.20	Teutonic Bore	\$17.30
Kambalda	\$7.20	Tom Price	\$22.30
Karratha	\$28.60	Whim Creek	\$28.40
Koolan Island	\$30.40	Wickham	\$27.60
Koolyanobbing	\$8.20	Wiluna	\$17.60
Kununurra	\$45.60	Wittenoom	\$38.70
Laverton	\$17.60	Wyndham	\$42.90
Learmonth	\$25.00		

- (2) Except as provided in subclause (3) of this clause, an employee who has:
- (a) a dependant shall be paid double the allowance prescribed in subclause (1) of this clause;
- (b) a partial dependant shall be paid the allowance prescribed in subclause (1) of this clause plus the difference between that rate and the amount such partial dependant is receiving by way of a district or location allowance.
- (3) Where an employee:
- (a) is provided with board and lodging by his/her employer, free of charge; or
- (b) is provided with an allowance in lieu of board and lodging by virtue of the award or an order or agreement made pursuant to the Act;
- such employee shall be paid 66²/₃ per cent of the allowances prescribed in subclause (1) of this clause.
- (4) Subject to subclause (2) of this clause, junior employees, casual employees, part time employees, apprentices receiving less than adult rate and employees employed for less than a full week shall receive that proportion of the location allowance as equates with the proportion that their wage for ordinary hours that week is to the adult rate for the work performed.
- (5) Where an employee is on annual leave or receives payment in lieu of annual leave he/she shall be paid for the period of such leave the location allowance to which he/she would ordinarily be entitled.
- (6) Where an employee is on long service leave or other approved leave with pay (other than annual leave) he/she shall only be paid location allowance for the period of such leave he/she remains in the location in which he/she is employed.
- (7) For the purposes of this clause:
- (a) "Dependant" shall mean -
- (i) a spouse or defacto partner; or

Annexure A.

	<p>(ii) a child where there is no spouse or defacto partner;</p> <p>who does not receive a location allowance or who, if in receipt of a salary or wage package, receives no consideration for which the location allowance is payable pursuant to the provisions of this clause.</p> <p>(b) "Partial Dependant" shall mean a "dependant" as prescribed in paragraph (a) of this subclause who receives a location allowance which is less than the location allowance prescribed in subclause (1) of this clause or who, if in receipt of a salary or wage package, receives less than a full consideration for which the location allowance is payable pursuant to the provisions of this clause.</p> <p>(8) Where an employee is employed in a town or location not specified in this clause the allowance payable for the purpose of subclause (1) of this clause shall be such amount as may be agreed between Australian Mines and Metals Association, the Chamber of Commerce and Industry of Western Australia and the Trades and Labor Council of Western Australia or, failing such agreement, as may be determined by the Commission.</p> <p>(9) Subject to the making of a General Order pursuant to s.50 of the Act, that part of each location allowance representing prices shall be varied from the beginning of the first pay period commencing on or after the 1st day in July of each year in accordance with the annual percentage change in the Consumer Price Index (excluding housing), for Perth measured to the end of the immediately preceding March quarter, the calculation to be taken to the nearest ten cents.</p>																																																																																				
<p><u>AN160065 - Clerks (Commercial Radio and Television Broadcasters) [WA] Award of 1970 - 27. - LOCATION ALLOWANCES</u></p>	<p>(1) Subject to the provisions of this clause, in addition to the rates prescribed in the wages clause of this award, an employee shall be paid the following weekly allowances when employed in the towns prescribed hereunder. Provided that where the wages are prescribed as fortnightly rates of pay, these allowances shall be shown as fortnightly allowances.</p> <table border="1"> <thead> <tr> <th><u>TOWN</u></th> <th><u>PER WEEK</u></th> <th><u>(Cont. TOWN</u></th> <th><u>PER WEEK</u></th> </tr> </thead> <tbody> <tr><td>Agnew</td><td>\$17.30</td><td>Leinster</td><td>\$17.30</td></tr> <tr><td>Argyle</td><td>\$45.60</td><td>Leonora</td><td>\$17.60</td></tr> <tr><td>Balladonia</td><td>\$17.40</td><td>Madura</td><td>\$18.40</td></tr> <tr><td>Barrow Island</td><td>\$29.70</td><td>Marble Bar</td><td>\$43.80</td></tr> <tr><td>Boulder</td><td>\$7.20</td><td>Meekatharra</td><td>\$15.20</td></tr> <tr><td>Broome</td><td>\$27.70</td><td>Mount Magnet</td><td>\$19.00</td></tr> <tr><td>Bullfinch</td><td>\$8.20</td><td>Mundrabilla</td><td>\$18.90</td></tr> <tr><td>Carnarvon</td><td>\$14.20</td><td>Newman</td><td>\$16.60</td></tr> <tr><td>Cockatoo Island</td><td>\$30.40</td><td>Norseman</td><td>\$14.90</td></tr> <tr><td>Coolgardie</td><td>\$7.20</td><td>Nullagine</td><td>\$43.70</td></tr> <tr><td>Cue</td><td>\$17.70</td><td>Onslow</td><td>\$29.70</td></tr> <tr><td>Dampier</td><td>\$24.00</td><td>Pannawonica</td><td>\$22.40</td></tr> <tr><td>Denham</td><td>\$14.20</td><td>Paraburdoo</td><td>\$22.30</td></tr> <tr><td>Derby</td><td>\$28.80</td><td>Port Hedland</td><td>\$23.90</td></tr> <tr><td>Esperance</td><td>\$5.20</td><td>Ravensthorpe</td><td>\$9.20</td></tr> <tr><td>Eucla</td><td>\$19.40</td><td>Roebourne</td><td>\$32.90</td></tr> <tr><td>Exmouth</td><td>\$25.00</td><td>Sandstone</td><td>\$17.30</td></tr> <tr><td>Fitzroy Crossing</td><td>\$34.80</td><td>Shark Bay</td><td>\$14.20</td></tr> <tr><td>Goldsworthy</td><td>\$15.40</td><td>Shay Gap</td><td>\$15.40</td></tr> <tr><td>Halls Creek</td><td>\$39.90</td><td>Southern Cross</td><td>\$8.20</td></tr> </tbody> </table>	<u>TOWN</u>	<u>PER WEEK</u>	<u>(Cont. TOWN</u>	<u>PER WEEK</u>	Agnew	\$17.30	Leinster	\$17.30	Argyle	\$45.60	Leonora	\$17.60	Balladonia	\$17.40	Madura	\$18.40	Barrow Island	\$29.70	Marble Bar	\$43.80	Boulder	\$7.20	Meekatharra	\$15.20	Broome	\$27.70	Mount Magnet	\$19.00	Bullfinch	\$8.20	Mundrabilla	\$18.90	Carnarvon	\$14.20	Newman	\$16.60	Cockatoo Island	\$30.40	Norseman	\$14.90	Coolgardie	\$7.20	Nullagine	\$43.70	Cue	\$17.70	Onslow	\$29.70	Dampier	\$24.00	Pannawonica	\$22.40	Denham	\$14.20	Paraburdoo	\$22.30	Derby	\$28.80	Port Hedland	\$23.90	Esperance	\$5.20	Ravensthorpe	\$9.20	Eucla	\$19.40	Roebourne	\$32.90	Exmouth	\$25.00	Sandstone	\$17.30	Fitzroy Crossing	\$34.80	Shark Bay	\$14.20	Goldsworthy	\$15.40	Shay Gap	\$15.40	Halls Creek	\$39.90	Southern Cross	\$8.20
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Annexure A.

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(3) Where an employee:

(a) is provided with board and lodging by his/her employer, free of charge; or

(b) is provided with an allowance in lieu of board and lodging by virtue of the award or an order or agreement made pursuant to the Act;

such employee shall be paid 66 2/3 per cent of the allowances prescribed in subclause (1) of this clause.

(4) Subject to subclause (2) of this clause, junior employees, casual employees, part time employees, apprentices receiving less than adult rate and employees employed for less than a full week shall receive that proportion of the location allowance as equates with the proportion that their wage for ordinary hours that week is to the adult rate for the work performed.

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(a) "Dependant" shall mean -

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Annexure A.

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<p><u>AN160074 – Clerks' (Grain Handling) [WA] Award, 1977 - 17. - DISABILITY ALLOWANCE</u></p>	<p>(1) An employee shall be entitled to be paid a disability allowance in the following circumstances:</p> <p>(a) If the employee is working in an environment where he/she actually incurs any disability created by excessive dust, heat, height and the use and application of chemicals and insecticides; and</p> <p>(b) If the employee performs such duties in that environment for a continuous period of not less than sixty minutes on each occasion; or</p> <p>(c) If the employee performs such duties in that environment for a cumulative period of not less than one hour per day.</p> <p>(2) The disability allowance paid shall be the same hourly rate paid to other employees by the employer under the Western Australian Grain Industry Award 1985. Such allowance shall not be computed as wages in the case of overtime.</p> <p>(3) Provided that if the employer is satisfied that an employee has not actually incurred the same disabilities for which the allowance is prescribed, the employer may refuse to pay the disability allowance to that employee for the period claimed.</p>																																				
<p><u>AN160079 – Clerks' (Taxi Services) [WA] Award of 1970 - 28. - LOCATION ALLOWANCES</u></p>	<p>(1) Subject to the provisions of this clause, in addition to the rates prescribed in the wages clause of this award, an employee shall be paid the following weekly allowances when employed in the towns prescribed hereunder. Provided that where the wages are prescribed as fortnightly rates of pay, these allowances shall be shown as fortnightly allowances.</p> <table border="0" data-bbox="472 1129 1720 1414"> <thead> <tr> <th style="text-align: left;"><u>TOWN</u></th> <th style="text-align: left;"><u>PER WEEK</u></th> <th style="text-align: left;"><u>(Cont. TOWN</u></th> <th style="text-align: left;"><u>PER WEEK</u></th> </tr> </thead> <tbody> <tr> <td>Agnew</td> <td>\$17.30</td> <td>Leinster</td> <td>\$17.30</td> </tr> <tr> <td>Argyle</td> <td>\$45.60</td> <td>Leonora</td> <td>\$17.60</td> </tr> <tr> <td>Balladonia</td> <td>\$17.40</td> <td>Madura</td> <td>\$18.40</td> </tr> <tr> <td>Barrow Island</td> <td>\$29.70</td> <td>Marble Bar</td> <td>\$43.80</td> </tr> <tr> <td>Boulder</td> <td>\$7.20</td> <td>Meekatharra</td> <td>\$15.20</td> </tr> <tr> <td>Broome</td> <td>\$27.70</td> <td>Mount Magnet</td> <td>\$19.00</td> </tr> <tr> <td>Bullfinch</td> <td>\$8.20</td> <td>Mundrabilla</td> <td>\$18.90</td> </tr> <tr> <td>Carnarvon</td> <td>\$14.20</td> <td>Newman</td> <td>\$16.60</td> </tr> </tbody> </table>	<u>TOWN</u>	<u>PER WEEK</u>	<u>(Cont. TOWN</u>	<u>PER WEEK</u>	Agnew	\$17.30	Leinster	\$17.30	Argyle	\$45.60	Leonora	\$17.60	Balladonia	\$17.40	Madura	\$18.40	Barrow Island	\$29.70	Marble Bar	\$43.80	Boulder	\$7.20	Meekatharra	\$15.20	Broome	\$27.70	Mount Magnet	\$19.00	Bullfinch	\$8.20	Mundrabilla	\$18.90	Carnarvon	\$14.20	Newman	\$16.60
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such employee shall be paid 662/3 per cent of the allowances prescribed in subclause (1) of this clause.

(4) Subject to subclause (2) of this clause, junior employees, casual employees, part time employees, apprentices receiving less than adult rate and employees employed for less than a full week shall receive that proportion of the location allowance as equates with the proportion that their wage for ordinary hours that week is to the adult rate for the work performed.

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Annexure A.

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Annexure A.

<p>Rail</p>	<p>Pre-reform awards and NAPSAs containing district allowances</p>									
<p><u>AP817162CRV - Railways Professional Officers Award 2002 - 53.1 Annual leave</u></p>	<p>53.1.2 A district Engineer shall be entitled to an additional one week leave. The additional leave is paid in lieu of overtime, travelling time, penalty payments for working Saturday and /or Sunday and working hours as required by the Commission in meeting its business objectives.</p>									
<p><u>AP830364 - Railways Salaried Employees Award 2003 - 16.6 District allowances</u></p>	<p>16.6.1 A district allowance will be paid to employees who are permanently based at the locations outlined below:</p> <table border="0"> <thead> <tr> <th>Location</th> <th>With dependents \$ per year</th> <th>Without dependents \$ per year</th> </tr> </thead> <tbody> <tr> <td>Alice Springs</td> <td>2880</td> <td>1570</td> </tr> <tr> <td>Kalgoorlie</td> <td>1200</td> <td>600</td> </tr> </tbody> </table>	Location	With dependents \$ per year	Without dependents \$ per year	Alice Springs	2880	1570	Kalgoorlie	1200	600
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Alice Springs	2880	1570								
Kalgoorlie	1200	600								
<p><u>AP817741 - Railways Traffic, Permanent Way and Signalling Wages Staff Award 2002 - 61.7 Inducement allowance</u></p>	<p>61.7.1 An employee stationed permanently on the following lines:</p> <ul style="list-style-type: none"> West of Euabalong West to Broken Hill West and north-west of Nevertire to Cobar, Bourke and Brewarrina West and north-west of Wee Waa to Walgett and Pokataroo North and north-west of Edgeroi to Mungindi and Wubbera <p>shall be paid an allowance as follows:</p> <p>Employee with Dependant/s</p> <p>\$9.00 per week</p> <p>Employee without Dependant/s</p> <p>\$7.60 per week</p> <p>61.7.2 An employee with a spouse or partner who is also entitled to the allowance shall be regarded as an employee without dependants for the calculation of the allowance.</p> <p>61.7.3 Where as at 17 July 2003 an employee was entitled to the allowance at the dependant/s rate that employee shall continue to be paid at the dependant/s rate.</p> <p>61.7.4 Where an employee in receipt of an inducement allowance acts temporarily in his/her own classification or in a lower classification in an area which does not entitle the employee to an inducement allowance, he/she shall be paid at his/her normal rate plus the inducement allowance for the area in which he/she is permanently stationed.</p>									

Annexure A.

	<p>61.7.5 Where an employee in receipt of an inducement allowance acts temporarily in a higher classification in an area which does entitle the employee to an inducement allowance, he/she shall be paid the acting rate plus the inducement allowance for the area in which he/she is permanently stationed.</p> <p>61.7.6 The allowance is paid for ordinary time only.</p>
<p><u>61.8 Broken Hill allowance</u></p>	<p>61.8.1 In addition to what is herein otherwise provided, an employee whose home station is Broken Hill shall be paid the following allowance:</p> <p>Employee with Dependant/s</p> <p>\$4.20 per week</p> <p>Employee without Dependant/s</p> <p>\$3.00 per week</p> <p>61.8.2 The allowance provided in 61.8.1 shall be increased by \$2.00 per week, provided that the additional amount shall not apply to an employee with less than 3 years employment who at the date of commencement with the employer, was a resident of Broken Hill.</p> <p>61.8.3 An employee with a spouse or partner who is entitled to payment of the allowance shall be regarded as an employee without dependants for the calculation of the allowance.</p> <p>61.8.4 Where as at 17 July 2003, an employee was entitled to the allowance at the dependant/s rate that employee shall continue to receive the award at the dependant/s rate.</p>
<p><u>AP818510 - Salaried Officers' (Railways - New South Wales) Award 2002 - 14.6 Inducement allowances</u></p>	<p>14.6 Inducement allowances</p> <p>14.6.1 An employee stationed permanently on the following lines:</p> <p>West of Euabolong West to Broken Hill West and north-west of Nevertire to Cobar, Bourke and Brewarrina West and north-west of Wee Waa to Walgett and Pokataroo North and north-west of Edgeroi to Mungindi and Wubbera</p> <p>shall be paid an allowance as follows:</p> <p>Employee with Dependant/s</p> <p>\$9.00 per week</p>

Annexure A.

	<p>Employee without Dependant/s</p> <p>\$7.60 per week</p> <p>14.6.2 An employee with a spouse or partner who is also entitled to the allowance shall be regarded as an employee without dependants for the calculation of the allowance.</p> <p>14.6.3 Where at 5 September 2002 an employee was entitled to the allowance at the dependant/s rate that employee shall continue to be paid at the dependant/s rate.</p> <p>14.6.4 Where an employee in receipt of an inducement allowance acts temporarily in his/her own classification or in a lower classification in an area which does not entitle the employee to an inducement allowance, he/she shall be paid at his/her normal rate plus the inducement allowance for the area in which he/she is permanently stationed.</p> <p>14.6.5 Where an employee in receipt of an inducement allowance acts temporarily in a higher classification in an area which does entitle the employee to an inducement allowance, he/she shall be paid the acting rate plus the inducement allowance for the area in which he/she is permanently stationed.</p> <p>14.6.6 The allowance is paid for ordinary time only.</p>
<p><u>14.7 Broken Hill allowance</u></p>	<p>14.7 Broken Hill allowance</p> <p>14.7.1 In addition to what is herein otherwise provided, an employee whose homestation is Broken Hill shall be paid the following allowance:</p> <p>Employee with Dependent/s</p> <p>\$4.20 per week</p> <p>Employee without Dependant/s</p> <p>\$3.00 per week</p> <p>14.7.2 The allowance provided in 14.7.1 above shall be increased by \$2.00 per week, provided that the additional amount shall not apply to an employee with less than 3 years employment who at the date of commencement with the employer, was a resident of Broken Hill.</p> <p>14.7.3 An employee with a spouse or partner who is entitled to payment of the allowance shall be regarded as an employee without dependants for the calculation of the allowance.</p> <p>14.7.4 Where at 5 September 2002 an employee was entitled to the allowance at the dependant/s rate that employee shall continue to receive the award at the dependant/s rate.</p>

Annexure A.

<p><u>AN140246 – Queensland Rail Award - State 2003 - 5.14 LOCALITY ALLOWANCE</u></p>	<p>Refer to Queensland Rail policy for locality allowance provisions.</p>												
<p><u>AP806902 - National Rail Corporation Limited Award 2001 - 9.4.2 Remote locality allowances</u></p>	<p>A remote locality allowance will be paid to employees who are permanently based at the locations outlined below:</p> <table border="1" data-bbox="638 343 1411 518"> <thead> <tr> <th>Location</th> <th>With Dependants \$ per year</th> <th>Without Dependants \$ per year</th> </tr> </thead> <tbody> <tr> <td>Broken Hill</td> <td>268</td> <td>191</td> </tr> <tr> <td>Alice Springs</td> <td>2880</td> <td>1570</td> </tr> <tr> <td>Kalgoorlie</td> <td>1200</td> <td>600</td> </tr> </tbody> </table>	Location	With Dependants \$ per year	Without Dependants \$ per year	Broken Hill	268	191	Alice Springs	2880	1570	Kalgoorlie	1200	600
Location	With Dependants \$ per year	Without Dependants \$ per year											
Broken Hill	268	191											
Alice Springs	2880	1570											
Kalgoorlie	1200	600											
<p><u>AP821161 - Public Transport (Railways) Salaried Officers Award of Western Australia 2003 - 25. DISTRICT ALLOWANCE</u></p>	<p>25.1 Employees with dependants shall be paid allowances as under: [25.1.1 varied by PR960488 ppc 04Jul05]</p> <p>25.1.1 \$442.10 per annum - Kalgoorlie, Esperance</p> <p>25.2 The rate of district allowance that is paid to an employee without dependants shall be one-half of that paid to an employee with dependants.</p> <p>25.3 District allowance will not be paid where an employee is absent on leave without pay for a week or more.</p> <p>25.4 An employee temporarily working at Kalgoorlie/Esperance in excess of one week shall also receive the district allowance as prescribed in 25.1.</p> <p>25.5 For the purposes of this clause a dependant is:</p> <p>25.5.1 a spouse or defacto spouse; or</p> <p>25.5.2 where there is no spouse, children or any other relative who relies on the employee for their main support; who does not receive a district or location allowance of any kind.</p> <p>25.6 Adjustment of rates</p> <p>25.6.1 The rates expressed in 25.1 shall be adjusted administratively based on movements in the Consumer Price Index for Perth for the twelve months to 31st March, as published by the Australian Bureau of Statistics, and the operative date of the new rate shall be the first pay period on or after July 1st of each year.</p>												

Annexure A.

<p>Airlines</p>	<p>Pre-reform awards and NAPSAs containing district allowances</p>
<p><u>AP768636CRV - Airline Operations – Clerical and Administrative Award 1999 - 23.1 Tropical zone allowance</u></p>	<p>Zone allowances will be paid at the rate prevailing under Australian Public Service Regulations from time to time.</p>
<p><u>AP791898 - Overseas Airlines (Interim) Award 1999 - 17.3 District allowance</u></p>	<p>If an employee is working on the mainland of Australia north of the 20th parallel of south latitude, the employee will be paid a district allowance at the rate prevailing under the appropriate Australian Public Service regulation from time to time.</p> <p>http://www.airc.gov.au/consolidated_awards/ap/ap791898/asframe.html</p>
<p><u>AP765780 - Airline Officers (Qantas Airways Limited) Award 2000 - 16.3 Tropical District Allowance</u></p>	<p>If an employee is working on the mainland of Australia north of the twentieth parallel of South latitude, the employee must be paid a district allowance at the rate prevailing under the appropriate Australian Public Service regulation from time to time.</p>
<p><u>AP768592 - Airline Operations - Salaried Staff (Ansett Australia) Award 1998 - 22.4 Tropical district allowance</u></p>	<p>District allowance shall be paid at the rate prevailing under Australian Public Service Regulations from time to time.</p>
<p><u>AP839984 - Airline Operations - Technical Salaried Staff - Qantas Airways Limited - Award 2005 - 18.7 Tropical district allowance</u></p>	<p>Employees are entitled to a district allowance in accordance with the Australian Public Service Regulations applying from time to time.</p>
<p><u>AP834590 - Australian Air Express Award 2004 - 18.2.4 District allowance</u></p>	<p>An employee living and working in a designated remote locality shall be paid District Allowance at the relevant rate applicable in the Australian Public Service.</p>

Annexure A.

<p>Electrical power industry</p>	<p>Pre-reform awards and NAPSAs containing district allowances</p>																		
<p>AP814328 - South Australian Power Industry Award 2002 - 34.1.2 Disability Allowances</p>	<p>Technical Isolation Allowance - Leigh Creek: Electrical and mechanical maintenance TSW employees at Leigh Creek shall be paid this allowance for all pay purposes: \$13.90 per week.</p>																		
<p>AN140104 – Electricity Generation, Transmission and Supply Award - State 2002 (Old) - 5.14 LOCALITY ALLOWANCES</p>	<p>Employees subject to this Award shall be paid locality allowances as prescribed by sections 321 to 326 inclusive (as varied from time to time) of Part 5 of the Regulations made under the Electricity Act 1994.</p>																		
<p>AN140170 – Meter Reading Employees' Award - State (Old) 2005 - 5.3.9 Divisional parities</p>	<p>(a) Northern allowance - All employees covered by this Award employed in the Northern Division will be paid 2.76c per hour or \$1.05 per week in the case of adults over and above the wages prescribed in this Award. (b) Mackay allowance - All employees covered by this Award employed in the Mackay Division will be paid 2.37c per hour or 90c per week in the case of adults over and above the wages prescribed in this Award. (c) Western allowance - In addition to the wages set out in this Award, the following Western allowance will be paid to employees in the Western District of the Southern Division:</p> <table style="margin-left: 40px;"> <tr> <td></td> <td style="text-align: right;">Per week</td> </tr> <tr> <td></td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Adults:</td> <td style="text-align: right;">1.05</td> </tr> </table> <p>In addition to the wages set out in this Award the following Western allowance will be paid to employees in the Western District of the Northern Division:</p> <table style="margin-left: 40px;"> <tr> <td></td> <td style="text-align: right;">Per week</td> </tr> <tr> <td></td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Adults:</td> <td style="text-align: right;">2.20</td> </tr> </table>		Per week		\$	Adults:	1.05		Per week		\$	Adults:	2.20						
	Per week																		
	\$																		
Adults:	1.05																		
	Per week																		
	\$																		
Adults:	2.20																		
<p>AP804990 - Electrical Power Industry - Snowy Mountains Hydro-Electric Authority - Award 2000 - 18.15 Zone Allowance</p>	<p>18.15.1 If an employee works and lives in Cabramurra, Talbingo, Khancoban or Jindabyne, the employee is entitled to a fortnightly allowance in accordance with the following table:</p> <table border="1" style="margin-left: 40px; width: 100%;"> <thead> <tr> <th style="text-align: left;">Town</th> <th style="text-align: center;">Single/fortnight</th> <th style="text-align: center;">Family/fortnight</th> </tr> </thead> <tbody> <tr> <td></td> <td style="text-align: center;">\$</td> <td style="text-align: center;">\$</td> </tr> <tr> <td>Jindabyne</td> <td style="text-align: center;">69.75</td> <td style="text-align: center;">89.36</td> </tr> <tr> <td>Cabramurra</td> <td style="text-align: center;">92.75</td> <td style="text-align: center;">185.50</td> </tr> <tr> <td>Talbingo</td> <td style="text-align: center;">72.40</td> <td style="text-align: center;">92.75</td> </tr> <tr> <td>Khancoban</td> <td style="text-align: center;">74.41</td> <td style="text-align: center;">95.40</td> </tr> </tbody> </table>	Town	Single/fortnight	Family/fortnight		\$	\$	Jindabyne	69.75	89.36	Cabramurra	92.75	185.50	Talbingo	72.40	92.75	Khancoban	74.41	95.40
Town	Single/fortnight	Family/fortnight																	
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<p>AP781097 - Electricity Industry (Western Power Corporation) Award 2000 -</p>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; text-align: center;">District</td> <td style="width: 25%; text-align: center;">Standard rate per annum</td> <td style="width: 25%; text-align: center;">Exceptions to standard rate - town or place</td> <td style="width: 25%; text-align: center;">Rate per annum [of excepted town or place]</td> </tr> </table>	District	Standard rate per annum	Exceptions to standard rate - town or place	Rate per annum [of excepted town or place]														
District	Standard rate per annum	Exceptions to standard rate - town or place	Rate per annum [of excepted town or place]																

Annexure A.

SCHEDULE 4 - DISTRICT ALLOWANCES	\$	\$																		
6	4125	Nil																		
5	3377	Karratha Port Hedland																		
4	1702	Carnarvon																		
3	1076	Nil																		
2	762	Kalgoorlie Boulder																		
1	Nil	Esperance Nil																		
AN120162 – Country Energy Enterprise Award 2005 - 41. ISOLATION & CLIMATIC ALLOWANCES	<p>(i) Isolation Allowance Employees permanently attached to a Country Energy Field Service Centre or Office in a town with a population of less than 10,000 which is 250 kilometres or more from a town or city with a population of 20,000 or greater shall be paid a weekly Isolation Allowance as set out in Table 3 - Allowances.</p> <p>(ii) Climatic Allowance Employees who work in Jindabyne Field Service Centre (FSC) or other Country Energy Field Service Centre or office which is situated upon or to the west of a line drawn from a point on the right bank of the Murray River opposite Echuca (Victoria) and then to the following towns in the order stated, Deniliquin, Griffith, Condobolin, Narromine, Coonamble, Gunnedah, Narrabri, Moree and Goondiwindi shall be paid an allowance as set out in Table 1 - Allowances.</p> <p>(iii) These allowances do not form part of the ordinary rates of pay for the purpose of the calculation of overtime or paid for other purposes.</p> <p>APPENDIX 1D - ISOLATED AREAS - INCLUDING INDIGENOUS ISSUES</p> <p>i. The Award parties are agreed to proactively support recruitment and employment in isolated areas. The Union parties are also committed to an involvement in developing the terms of reference for such work and the work of the existing Recruitment Group for Isolated Areas.</p> <p>Table 3 - Country Energy Allowances</p> <table border="1"> <thead> <tr> <th>Clause</th> <th>Allowance Description</th> <th>Amount (5%) 1/7/04 \$</th> <th>Amount (4.6%) 1/7/05 \$</th> <th>Frequency</th> <th>Amount (4.6%) 1/07/06 \$</th> </tr> </thead> <tbody> <tr> <td>41</td> <td>Isolation Allowance</td> <td style="text-align: center;">49.44</td> <td style="text-align: center;">51.71</td> <td>Per week</td> <td style="text-align: center;">54.09</td> </tr> <tr> <td></td> <td>Climatic Allowance</td> <td style="text-align: center;">8.69</td> <td style="text-align: center;">9.09</td> <td>Per week</td> <td style="text-align: center;">9.51</td> </tr> </tbody> </table>		Clause	Allowance Description	Amount (5%) 1/7/04 \$	Amount (4.6%) 1/7/05 \$	Frequency	Amount (4.6%) 1/07/06 \$	41	Isolation Allowance	49.44	51.71	Per week	54.09		Climatic Allowance	8.69	9.09	Per week	9.51
Clause	Allowance Description	Amount (5%) 1/7/04 \$	Amount (4.6%) 1/7/05 \$	Frequency	Amount (4.6%) 1/07/06 \$															
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	Climatic Allowance	8.69	9.09	Per week	9.51															
AN140132 – Gladstone Power Station Award - State 2003 - 5.4 WAGES BANDS	<p>After the Gladstone Power Station sale in 1994, each employee translated into the appropriate band by taking their current base wage and adding these allowances to it, where applicable:...</p> <p>- Locality allowance paid at the maximum rate for all employees living with a partner or their children and at the minimum rate for all other employees.</p>																			

Annexure A.

<p>Health and welfare services - Social and community services</p>	<p>Pre-reform awards and NAPSAs containing district allowances</p>														
<p><u>AP772299CRV - Community Employment, Training and Support Services Award 1999 - 15.6 Remote localities</u></p>	<p>15.6.1 Full-time and part-time employees stationed in any locality situated:</p> <ul style="list-style-type: none"> • in Queensland, north of the 21st parallel of south latitude or west of the 144th meridian of east longitude; • in Western Australia, north of the 24th parallel of south latitude and in Carnarvon; and, • in the Northern Territory, <p>after each twelve months' continuous service, shall be entitled to:</p> <p>15.6.2(a) in the case of full-time employees, 38 hours annual leave in addition to that prescribed in 19.1 or in the case of part-time employees one week's annual leave in addition to that prescribed in 19.1.2 calculated on the basis of the average weekly number of hours worked over the previous twelve months; and</p> <p>15.6.2(b) the equivalent in money of one return economy class air ticket to:</p> <ul style="list-style-type: none"> • Perth in the case of employees stationed in Western Australia; • Adelaide in the case of employees stationed in the Northern Territory <p>15.7 Broken Hill allowance and additional annual leave</p> <p>An employee stationed in the Shire of Yancowinna in the State of New South Wales shall be entitled:</p> <p>15.7.1(a) to be paid an allowance:</p> <p>[15.7.1(a) varied by R5565 S8146 PR905758 PR918967 PR932616 PR947225 PR959209 PR975574 PR978401; PR983600 ppc 01Oct08]</p> <ul style="list-style-type: none"> • in the case of an employee who has attained the age of 21 years or on whom a person is wholly or partially dependant for support - at the rate of \$24.33 per week; or, • in any other case - at the rate of \$12.18 per week • in the case of full-time employees, an additional 38 hours annual leave; or, • in the case of part-time employees, one additional week's annual leave calculated on the basis of the average weekly number of hours worked over the previous twelve months. 														
<p><u>18.10 Remote allowances</u></p>	<p>Full-time and part-time employees stationed in any locality situated in Western Australia, north of the 24th parallel of South Latitude or in Carnarvon, will be entitled, in respect of a period of twelve months continuous service, to an allowance equal to the cost of one return economy class air ticket to Perth. The employer will not be required to pay this allowance where the employee wishes to travel to Perth by air and is provided with a return economy class air ticket. This entitlement must be used during the twelve monthly period in which it accrues, as the allowance does not accumulate from year to year.</p>														
<p><u>AP816708 - Crisis Assistance, Supported Housing Industry - Western Australian Award 2006 - 18.11 Location allowance</u></p>	<p>18.11.1 Subject to the provisions of this clause, in addition to the salaries prescribed in this award, an employee will be paid the following allowances when employed in the towns described hereunder.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Town</th> <th style="text-align: right;">Rate per week</th> </tr> <tr> <th></th> <th style="text-align: right;">\$</th> </tr> </thead> <tbody> <tr> <td>Agnew</td> <td style="text-align: right;">18.70</td> </tr> <tr> <td>Argyle</td> <td style="text-align: right;">49.50</td> </tr> <tr> <td>Balladonia</td> <td style="text-align: right;">19.00</td> </tr> <tr> <td>Barrow Island</td> <td style="text-align: right;">32.20</td> </tr> <tr> <td>Boulder</td> <td style="text-align: right;">7.90</td> </tr> </tbody> </table>	Town	Rate per week		\$	Agnew	18.70	Argyle	49.50	Balladonia	19.00	Barrow Island	32.20	Boulder	7.90
Town	Rate per week														
	\$														
Agnew	18.70														
Argyle	49.50														
Balladonia	19.00														
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Annexure A.

	Broome	30.00
	Bullfinch	8.80
	Carnarvon	15.30
	Cockatoo Island	32.90
	Coolgardie	7.90
	Cue	19.20
	Dampier	26.00
	Denham	15.30
	Derby	31.20
	Esperance	5.50
	Eucla	20.90
	Exmouth	27.20
	Fitzroy Crossing	37.80
	Gascoyne Junction	19.15
	Goldsworthy	16.40
	Halls Creek	43.40
	Kalbarri	6.60
	Kalgoorlie	7.90
	Kambalda	7.90
	Karratha	31.10
	Koolan Island	32.90
	Koolyanobbing	8.80
	Kununurra	49.50
	Laverton	19.10
	Learmonth	27.20
	Leinster	18.70
	Leonora	19.10
	Madura	20.00
	Marble Bar	47.70
	Meeberrie (Murchison)	20.50
	Meekatharra	16.50
	Menzies	20.60
	Mount Magnet	20.60
	Mundrabilla	20.50
	Newman	17.90
	Norseman	16.30
	Nullagine	47.60
	Onslow	32.20
	Pannawonica	24.30
	Paraburdoo	24.20
	Port Hedland	25.90
	Ravensthorpe	9.90
	Roebourne	35.80
	Sandstone	18.70

Annexure A.

	Shark Bay	15.30
	Shay Gap	16.40
	Southern Cross	8.80
	Telfer	44.00
	Teutonic Bore	18.70
	Tom Price	24.20
	Westonia	9.50
	Whim Creek	30.90
	Wickham	29.90
	Wiluna	19.00
	Wittenoom	42.20
	Wyndham	46.50
	Yalgoo	21.20
18.11.2	Except as provided in 18.11.3, an employee who has:	
18.11.2(a)	a dependant will be paid double the allowance prescribed in 18.11.1.	
18.11.2(b)	a partial dependant will be paid the allowance prescribed in 18.11.1 plus the difference between that rate and the amount such partial dependant is receiving by way of a district or location allowance.	
18.11.3	Where an employee is provided with board and lodging by the employer, free of charge, or is provided with an allowance in lieu of board, such employee will be paid 66.67% of the allowances prescribed in 18.11.1.	
18.11.4	Subject to 18.11.2, casual employees and part-time employees, receiving less than adult rate and employees employed for less than a full week will receive that proportion of the location allowance as equates with the proportion that their wage for ordinary hours that week is to be the adult rate for the work performed.	
18.11.5	Where an employee is on annual leave or receives payment in lieu of annual leave the employee will be paid for the period of such leave the location allowance to which he/she would ordinarily be entitled.	
18.11.6	Where an employee is on long service leave or other approved leave with pay (other than annual leave) the employee will only be paid location allowance for the period of such leave the employee remains in the location in which the employee is employed.	
18.11.7	For the purposes of this clause:	
18.11.7(a)	Dependant will mean:	
18.11.7(a)(i)	a spouse or defacto spouse; or	
18.11.7(a)(ii)	a child where there is no spouse or defacto spouse; who does not receive a district or location allowance.	
18.11.7(b)	Partial dependant will mean a dependant who receives a district or location allowance which is less than the location allowance prescribed in 18.12.1.	
18.11.8	Where an employee is employed in a town or location not specified in this clause the allowance payable for the purpose of 18.11.1 will be such amount as may be agreed between the parties to this award or, failing such agreement, as may be determined by the Australian Industrial Relations Commission.	
18.11.9	Subject to approval of the Australian Industrial Relations Commission, allowances in this clause will be varied in accordance with amounts determined in location allowance general orders of the Western Australian Industrial Relations Commission. Provided that the effective date will not be prior to the effective date of any general order of the Western Australian Industrial Relations Commission.	
<u>AP815319 - Social and Community Services - Western Australia Award 2002 - 18.10 Location</u>	18.10.1	Subject to the provisions of this clause, in addition to the salaries prescribed in this Award, an employee will be paid the following allowances when employed in the towns described hereunder.
	Town	Per Week

Annexure A.

allowance	\$
Agnew	18.70
Argyle	49.50
Balladonia	19.00
Barrow Island	32.20
Boulder	7.90
Broome	30.00
Bullfinch	8.80
Carnarvon	15.30
Cockatoo Island	32.90
Coolgardie	7.90
Cue	19.20
Dampier	26.00
Denham	15.30
Derby	31.20
Esperance	5.50
Eucla	20.90
Exmouth	27.20
Fitzroy Crossing	37.80
Gascoyne Junction	19.15
Goldsworthy	16.40
Halls Creek	43.40
Kalbarri	6.60
Kalgoorlie	7.90
Kambalda	7.90
Karratha	31.10
Koolan Island	32.90
Koolyanobbing	8.80
Kununurra	49.50
Laverton	19.10
Learmonth	27.20
Leinster	18.70
Leonora	19.10
Madura	20.00
Marble Bar	47.70
Meeberrie (Murchison)	20.50
Meekatharra	16.50
Menzies	20.60
Mount Magnet	20.60
Mundrabilla	20.50
Newman	17.90
Norseman	16.30
Nullagine	47.60

Annexure A.

	Onslow	32.20
	Pannawonica	24.30
	Paraburdoo	24.20
	Port Hedland	25.90
	Ravensthorpe	9.90
	Roebourne	35.80
	Sandstone	18.70
	Shark Bay	15.30
	Shay Gap	16.40
	Southern Cross	8.80
	Telfer	44.00
	Teutonic Bore	18.70
	Tom Price	24.20
	Westonia	9.50
	Whim Creek	30.90
	Wickham	29.90
	Wiluna	19.00
	Wittenoom	42.20
	Wyndham	46.50
	Yalgoo	21.20
18.10.2	Except as provided in 18.10.3, an employee who has:	
18.10.2(a)	a dependant will be paid double the allowance prescribed in 18.10.1.	
18.10.2(b)	a partial dependant will be paid the allowance prescribed in 18.10.1 plus the difference between that rate and the amount such partial dependant is receiving by way of a district or location allowance.	
18.10.3	Where an employee is provided with board and lodging by his/her employer, free of charge, or is provided with an allowance in lieu of board and lodging by virtue of the Award or an order or agreement made pursuant to the Act, such employee will be paid 66.67% of the allowances prescribed in 18.10.1.	
18.10.4	Subject to 18.10.2 hereof, casual employees and part-time employees, receiving less than adult rate and employees employed for less than a full week will receive that proportion of the location allowance as equates with the proportion that their wage for ordinary hours that week is to the adult rate for the work performed.	
18.10.5	Where an employee is on annual leave or receives payment in lieu of annual leave he/she will be paid for the period of such leave the location allowance to which he/she would ordinarily be entitled.	
18.10.6	Where an employee is on long service leave or other approved leave with pay (other than annual leave) he/she will only be paid location allowance for the period of such leave he/she remains in the location in which he/she is employed.	
18.10.7	For the purposes of this clause:	
18.10.7(a)	Dependant will mean:	
18.10.7(a)(i)	a spouse or defacto spouse; or	
18.10.7(a)(ii)	a child where there is no spouse or defacto spouse;	
	who does not receive a district or location allowance.	
18.10.7(b)	Partial dependant will mean a dependant who receives a district or location allowance which is less than the location allowance prescribed in 18.10.1 of this clause.	
18.10.8	Where an employee is employed in a town or location not specified in this clause the allowance payable for the purpose of 18.10.1 will be such amount as may be agreed between the parties to this Award or, failing such agreement, as may be determined by the Commission.	
18.10.9	Allowances in this clause will be varied by the amount determined by the Western Australian Industrial Relations Commission with effect from the	

Annexure A.

	date an application is filed in the Australian Industrial Relations Commission. Provided that the effective date will not be prior to the effective date of the general order of the Western Australian Industrial Relations Commission.										
<p><u>AN140093 – Disability Support Workers Award - State (Old) 2003 - 5.3.2 District allowance</u></p>	<p>Employees employed outside the Eastern District of the Southern Division shall be paid the following amounts in addition to the rates of wages prescribed in clause 5.3.1 for being employed within that District:</p> <table border="1" data-bbox="448 271 2168 489"> <thead> <tr> <th></th> <th style="text-align: right;">Per Week \$</th> </tr> </thead> <tbody> <tr> <td>Northern Division, Eastern District</td> <td style="text-align: right;">1.05</td> </tr> <tr> <td>Northern Division, Western District</td> <td style="text-align: right;">3.25</td> </tr> <tr> <td>Mackay Division...</td> <td style="text-align: right;">.90</td> </tr> <tr> <td>Southern Division Western District</td> <td style="text-align: right;">1.05</td> </tr> </tbody> </table>		Per Week \$	Northern Division, Eastern District	1.05	Northern Division, Western District	3.25	Mackay Division...	.90	Southern Division Western District	1.05
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Southern Division Western District	1.05										

<p>Local government administration</p>	<p>Pre-reform awards and NAPSAs containing district allowances</p>																																				
<p><u>AP787011 - Local Government Officers (Western Australia) Award, 1999 - 17.2 Location allowance</u></p>	<p>17.2.1 Subject to the provisions of this clause, in addition to the salaries prescribed in this award, an employee shall be paid the following weekly allowances when employed in the towns described hereunder. Provided that a local authority, the Australian Municipal, Administrative, Clerical and Services Union and the Association of Professional Engineers, Scientists and Managers, Australia can agree to rates in excess of those prescribed.</p> <table border="1" data-bbox="448 829 2168 1423"> <thead> <tr> <th style="text-align: left;">Town</th> <th style="text-align: right;">Per week \$</th> </tr> </thead> <tbody> <tr><td>Agnew</td><td style="text-align: right;">\$18.70</td></tr> <tr><td>Argyle</td><td style="text-align: right;">\$49.50</td></tr> <tr><td>Balladonia</td><td style="text-align: right;">\$19.00</td></tr> <tr><td>Barrow Island</td><td style="text-align: right;">\$32.20</td></tr> <tr><td>Boulder</td><td style="text-align: right;">\$7.90</td></tr> <tr><td>Broome</td><td style="text-align: right;">\$30.00</td></tr> <tr><td>Bullfinch</td><td style="text-align: right;">\$8.80</td></tr> <tr><td>Carnarvon</td><td style="text-align: right;">\$15.30</td></tr> <tr><td>Cockatoo Island</td><td style="text-align: right;">\$32.90</td></tr> <tr><td>Coolgardie</td><td style="text-align: right;">\$7.90</td></tr> <tr><td>Cue</td><td style="text-align: right;">\$19.20</td></tr> <tr><td>Dampier</td><td style="text-align: right;">\$26.00</td></tr> <tr><td>Denham</td><td style="text-align: right;">\$15.30</td></tr> <tr><td>Derby</td><td style="text-align: right;">\$31.20</td></tr> <tr><td>Esperance</td><td style="text-align: right;">\$5.50</td></tr> <tr><td>Eucla</td><td style="text-align: right;">\$20.90</td></tr> <tr><td>Exmouth</td><td style="text-align: right;">\$27.20</td></tr> </tbody> </table>	Town	Per week \$	Agnew	\$18.70	Argyle	\$49.50	Balladonia	\$19.00	Barrow Island	\$32.20	Boulder	\$7.90	Broome	\$30.00	Bullfinch	\$8.80	Carnarvon	\$15.30	Cockatoo Island	\$32.90	Coolgardie	\$7.90	Cue	\$19.20	Dampier	\$26.00	Denham	\$15.30	Derby	\$31.20	Esperance	\$5.50	Eucla	\$20.90	Exmouth	\$27.20
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Annexure A.

	Fitzroy Crossing	\$37.80
	Goldsworthy	\$16.40
	Halls Creek	\$43.40
	Kalbarri	\$6.60
	Kalgoorlie	\$7.90
	Kambalda	\$7.90
	Karratha	\$31.10
	Koolan Island	\$32.90
	Koolyanobbing	\$8.80
	Kununurra	\$49.50
	Laverton	\$19.10
	Learmonth	\$27.20
	Leinster	\$18.70
	Leonora	\$19.10
	Madura	\$20.00
	Marble Bar	\$47.70
	Meeberrie (Murchison)	\$20.50
	Meekatharra	\$16.50
	Menzies	\$20.60
	Mount Magnet	\$20.60
	Mundrabilla	\$20.50
	Newman	\$17.90
	Norseman	\$16.30
	Nullagine	\$47.60
	Onslow	\$32.20
	Pannawonica	\$24.30
	Paraburdoo	\$24.20
	Port Hedland	\$25.90
	Ravensthorpe	\$9.90
	Roebourne	\$35.80
	Sandstone	\$18.70
	Shark Bay	\$15.30
	Shay Gap	\$16.40
	Southern Cross	\$8.80
	Telfer	\$44.00
	Teutonic Bore	\$18.70
	Tom Price	\$24.20
	Westonia	\$9.50
	Whim Creek	\$30.90
	Wickham	\$29.90
	Wiluna	\$19.00
	Wittenoom	\$42.20
	Wyndham	\$46.50
	Yalgoo	\$21.20

Annexure A.

	<p>17.2.1(a) Except as provided in 17.3 hereof, an employee who has:</p> <p>17.2.1(a)(i) A dependant shall be paid double the allowance prescribed in 17.2.1 hereof;</p> <p>17.2.1(a)(ii) A partial dependant shall be paid the allowance prescribed in 17.2.1 hereof plus the difference between that rate and the amount such partial dependant is receiving by way of a district or location allowance.</p> <p>17.2.2 Where an employee is provided with board and lodging by his/her employer, free of charge, such employee shall be paid 66-2/3% of the allowances prescribed in 17.2.1 hereof.</p> <p>17.2.3 Subject to 17.3 hereof, junior employees, casual employees, part-time employees, apprentices receiving less than adult rate and employees employed for less than a full week shall receive that proportion of the location allowance as equates with the proportion that their wage for ordinary hours that week is to the adult rate for the work performed.</p> <p>17.2.4 Where an employee is on annual leave or receives payment in lieu of annual leave he/she shall be paid for the period of such leave the location allowance to which he/she would ordinarily be entitled.</p> <p>17.2.5 Where an employee is on long service leave or other approved leave with pay (other than annual leave) he/she shall only be paid location allowance for the period of such leave he/she remains in the location in which he/she is employed.</p> <p>17.2.6 For the purposes of this clause dependant shall mean:</p> <p>17.2.6(a) a partner, spouse or de facto spouse; or</p> <p>17.2.6(b) a child where there is no partner or spouse or de facto spouse; who does not receive a district or location allowance, but shall exclude a dependant whose salary/wage package includes a consideration for the purposes for which the location allowance is payable pursuant to the provisions of this clause.</p> <p>17.2.6(c) Partial dependant shall mean a dependant as prescribed in 17.2.6(a) hereof who receives a district or location allowance which is less than the location allowance prescribed in 17.2.1 of this clause.</p> <p>17.2.7 Where an employee is employed in a town or location not specified in this clause the allowance payable for the purpose of 17.2.1 hereof shall be such amount as may be agreed between the parties to this award or, failing such agreement, as may be determined by the Commission.</p> <p>17.2.8 Nothing herein contained shall have the effect of reducing any district allowance payable to any employee subject to the provisions of this award whilst that employee as at 27 May 1988 remains employed by his/her present employer.</p> <p>17.2.9 Subject to the making of a general order by the Western Australian Industrial Relations Commission and subject to any further proceedings within the Australian Industrial Relations Commission, allowances in this clause shall be varied by the amount determined by the said Commission with effect from the date an application is filed in the Australian Industrial Relations Commission. Provided that the effective date shall not be prior to the effective date of the general order.</p> <p>17.2.10 Employees of the Shire of Ngaanyatjarraku shall not be entitled to the allowances provided for in 17.2, but shall be entitled to the District allowance in respect of District 4 as provided for Warburton Mission in Schedule D - Public Service Award 1992 and as amended in the Western Australian Gazette from time to time.</p> <p>[17.2.11 varied by PR918307; PR932291 ppc 30May03]</p> <p>17.2.11 The rate of district allowance is \$3,660.00 for an employee without dependants.</p> <p>17.3 Dependant child allowance</p> <p>[17.3 varied PR904518; corrected by PR914128 PR914130; varied by PR918307; PR932291 ppc 30May03]</p> <p>Officers employed north of the 26th parallel of south latitude shall be paid an allowance of \$138.00 per annum for each dependent child up to a maximum of \$557.00. A dependant child is a child under the age of eighteen years, (including an adopted child, step child or an ex-nuptial child) of and who is dependant on the Officer for sustenance, shelter and financial support. It may also include such a child of the Officer who is eighteen years and above but under 25 years and is a full-time student at a school, college or university. Provided that the dependent child allowance will only be paid once where the child is dependant on parents who are both Officers covered by this award.</p>
<p>AP825465 - Municipal Employees (Country Councils - Tasmania) Award</p>	<p>Employees in the Municipalities of Lyell, Strahan, Zeehan and Waratah shall be paid a climatic allowance of \$5.80 per week.</p>

Annexure A.

<p><u>2003 - 17.2.3 Climatic allowance</u></p>																																																									
<p><u>AP819861 - Municipal Officers (N.T.) Award 2002 - 25.1.1 District allowance</u></p>	<p>25.1.1(a) In addition to the salaries in this award, employees will be paid the following district allowance:</p> <table data-bbox="701 284 1344 375"> <tr> <td>Employee with dependents</td> <td>\$2,611</td> </tr> <tr> <td>Employee without dependents</td> <td>\$1,498</td> </tr> </table> <p>25.1.1(b) An employee under the age of eighteen years without dependents will be paid district allowance at one half the rate prescribed in 25.1.1(a).</p> <p>25.1.1(c) For the purpose of 25.1.1, dependant means a dependant claimed by the employee for income tax rebate purposes.</p>	Employee with dependents	\$2,611	Employee without dependents	\$1,498																																																				
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<p><u>AP788039 - Municipal Employees (Western Australia) Award 1999 - 19.6 Location allowance</u></p>	<p>19.6.1 Subject to the provisions of this clause, in addition to the wages prescribed in Clause 16 - Wages of this Award, a married employee shall be paid the following allowance when employed in the towns described hereafter,</p> <table data-bbox="627 582 1388 1425"> <thead> <tr> <th>Town</th> <th>Rate per week</th> </tr> <tr> <th></th> <th>\$</th> </tr> </thead> <tbody> <tr><td>Agnew</td><td>\$37.40</td></tr> <tr><td>Argyle</td><td>\$99.00</td></tr> <tr><td>Balladonia</td><td>\$38.00</td></tr> <tr><td>Barrow Island</td><td>\$64.40</td></tr> <tr><td>Boulder</td><td>\$15.80</td></tr> <tr><td>Broome</td><td>\$60.00</td></tr> <tr><td>Bullfinch</td><td>\$17.60</td></tr> <tr><td>Carnarvon</td><td>\$30.60</td></tr> <tr><td>Cockatoo Island</td><td>\$65.80</td></tr> <tr><td>Coolgardie</td><td>\$15.80</td></tr> <tr><td>Cue</td><td>\$38.40</td></tr> <tr><td>Dampier</td><td>\$52.00</td></tr> <tr><td>Denham</td><td>\$30.60</td></tr> <tr><td>Derby</td><td>\$62.40</td></tr> <tr><td>Esperance</td><td>\$11.00</td></tr> <tr><td>Eucla</td><td>\$41.80</td></tr> <tr><td>Exmouth</td><td>\$54.40</td></tr> <tr><td>Fitzroy Crossing</td><td>\$75.60</td></tr> <tr><td>Gascoyne Junction</td><td>\$38.30</td></tr> <tr><td>Goldsworthy</td><td>\$32.80</td></tr> <tr><td>Halls Creek</td><td>\$86.80</td></tr> <tr><td>Kalbarri</td><td>\$13.20</td></tr> <tr><td>Kalgoorlie</td><td>\$15.80</td></tr> <tr><td>Kambalda</td><td>\$15.80</td></tr> <tr><td>Karratha</td><td>\$62.20</td></tr> <tr><td>Koolan Island</td><td>\$65.80</td></tr> </tbody> </table>	Town	Rate per week		\$	Agnew	\$37.40	Argyle	\$99.00	Balladonia	\$38.00	Barrow Island	\$64.40	Boulder	\$15.80	Broome	\$60.00	Bullfinch	\$17.60	Carnarvon	\$30.60	Cockatoo Island	\$65.80	Coolgardie	\$15.80	Cue	\$38.40	Dampier	\$52.00	Denham	\$30.60	Derby	\$62.40	Esperance	\$11.00	Eucla	\$41.80	Exmouth	\$54.40	Fitzroy Crossing	\$75.60	Gascoyne Junction	\$38.30	Goldsworthy	\$32.80	Halls Creek	\$86.80	Kalbarri	\$13.20	Kalgoorlie	\$15.80	Kambalda	\$15.80	Karratha	\$62.20	Koolan Island	\$65.80
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Annexure A.

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	Nullagine	\$95.20
	Onslow	\$64.40
	Pannawonica	\$48.60
	Paraburdoo	\$48.40
	Port Hedland	\$51.80
	Ravensthorpe	\$19.80
	Roebourne	\$71.60
	Sandstone	\$37.40
	Shark Bay	\$30.60
	Shay Gap	\$32.80
	Southern Cross	\$17.60
	Telfer	\$88.00
	Teutonic Bore	\$37.40
	Tom Price	\$48.40
	Westonia	\$19.00
	Whim Creek	\$61.80
	Wickham	\$59.80
	Wiluna	\$38.00
	Wittenoom	\$84.40
	Wyndham	\$93.00
	Yalgoo	\$42.40
19.6.2	Except as provided in 19.6.4, a single employee shall be paid 50% of the allowances prescribed in 19.6.1.	
19.6.3	An employee, whose spouse is employed by the same employer and who is entitled to an allowance of a similar kind to that prescribed by this clause shall be paid 50% of the allowance prescribed 19.6.1.	
19.6.4	Where an employee is provided with board and lodging by his/her employer, free of charge, such employee shall be paid 33-1/3% of the allowance prescribed in 19.6.1.	
19.6.5	Junior workers, casual workers, part-time workers, temporary workers and employees employed for less than a full week shall receive that proportion of the location allowance as equates with the proportion that their wage for ordinary hours that week is to the adult rate for the work performed.	

Annexure A.

	<p>19.6.6 Where an employee is on annual leave or receives payment in lieu of annual leave he/she shall be paid for the period of such leave the location allowance to which he/she would ordinarily be entitled.</p> <p>19.6.7 Where an employee is on long service leave or other approved leave with pay (other than annual leave) he/she shall only be paid location allowance for the period of such leave he/she remains in the location in which he/she is employed.</p> <p>19.6.8 For the purpose of this clause a married employee includes:</p> <p>19.6.8(a) A person who has a de-facto spouse; and</p> <p>19.6.8(b) A person who is a sole parent with dependant children.</p> <p>19.6.8(c) For the purpose of this clause a married employee shall exclude a person with a dependant spouse whose salary/wage package includes a consideration for the purposes for which the location allowance is payable pursuant to the provisions of this clause.</p>
<p><u>AP815609 - Municipal Officers (Tasmania) Award 1970 - 15.5 Isolation allowance</u></p>	<p>15.5.1 Any officer who is required in the performance of duties to reside permanently on Flinders or King Island shall be paid an allowance as set out hereunder.</p> <p style="text-align: right;">Allowance per annum</p> <p style="text-align: right;">\$</p> <hr/> <p>An officer whose dependant relatives reside with him or her (Rates in accordance with those prescribed for the Tasmanian State Service)</p> <p>An officer whose dependant relatives do not reside with him or her</p> <p>15.5.2 The aforementioned scale of allowances shall be varied as and with the corresponding scale of allowances as determined from time to time for the Tasmanian State Public Service and published in the Tasmanian Government Gazette.</p>
<p><u>AP794071 - Queensland Local Government Officers' Award 1998 - 12.1 Locality allowance</u></p>	<p>In addition to remuneration otherwise payable under this award, an officer shall be paid a locality allowance with the scale of such allowance as prescribed by Directive Number 19/99 made pursuant to provisions of s.34 of the Public Service Act 1996.</p>
<p><u>AN120316 – Local Government (State) Award 2004 - 38. SAVINGS AND TRANSITIONAL</u></p>	<p>(iv)</p> <p>(a) West of the Line Allowance</p> <p>Where employees of the undermentioned council areas and those councils situated to the west thereof at the time of making this award were paid at the rate per week as set out in Table 2 of Part B in addition to their rate of pay, those employees shall retain this entitlement whilst they continue to be employed by the council at which they were working, at the time of the making of this Award; Moree Plains, Walgett, Narrabri, Coonamble, Warren, Lachlan, Carrathool, Leeton, Murrumbidgee, Windouran, Murray and Griffith.</p> <p>(b) Climatic Allowance</p> <p>Where employees working within the area bounded by the Shires of Snowy River, Tumut and Tumbarumba at the time of the making of this award, were paid per week as set out in Table 2 of Part B or part thereof, those employees shall retain this entitlement whilst still employed by the council at which they were working, at the time of the making of this award.</p>

Annexure A.

	TABLE 2 ALLOWANCES		
	First Pay Period 01/11/04 \$	First Pay Period 01/11/05 \$	First Pay Period 01/11/06 \$
	Clause 38(iv) Savings and Transitional		
	(a) West of the Line Allowance	3.90p.w.	3.90p.w.
	(b) Climatic Allowance	3.90p.w.	3.90p.w.
<u>AN140158 – Local Government Employees' (excluding Brisbane City Council) Award - State 2003 - 5.8.14 Divisional and District Allowance</u>	In addition to the rates of wages set out in this Award for the Southern Division Eastern District, the following amounts shall be paid to employees to whom this Award applies employed in the Divisions and Districts referred to hereunder:		
		Adults	Juniors
		21 years of age and over	Under 21 years of age
		Per Week	Per Week
		\$	\$
	Southern Division, Western District	1.05	0.53
	Mackay Division	0.90	0.45
	Northern Division, Eastern District	1.05	0.53
	Northern Division, Western District	3.25	1.63

FAIR WORK COMMISSION

Matter No. AM2014/190

Transitional Provisions

STATEMENT OF ROSSLYN ANN FERRY

I, Rosslyn Ann Ferry of
March 2015, state as follows:

on 23

1. I am employed as the General Secretary at The Broken Hill Town Employees' Union ("Union").
2. This statement is true and correct to the best of my knowledge, information and belief.
3. From as early as 1936, the County of Yancowinna was excluded from the State Awards of New South Wales by an Act of parliament. The requisite 1937 order of the Industrial Commission of NSW is attached (at A.).
4. The terms and conditions of employment in Broken Hill have been negotiated locally between the unions and various Employers. The Barrier Industrial Council (BIC) was established in 1923 and, together with its affiliated Unions, negotiated the *Broken Hill Commerce & Industry Consent Award* (attached at B.) and its 'common law' predecessors, with the Broken Hill Chamber of Commerce for (at least) 50 years prior to award modernisation.
5. The *Broken Hill Commerce & Industry Consent Award* ("Award") has applied only within the Country of Yancowinna, as a 'minimum rates' award, and evolved over the years.
6. The Award provided the various industries it covered with a level playing field. Rates of pay and allowances, as well as leave entitlements, applied equally to both small and medium businesses. Separate Awards and Agreements have been negotiated with larger businesses such as Electricity, Local Government, Health and Mining.
7. Prior to award modernisation, the level playing field was abolished. The NSW rates of pay and allowances of the NAPSA, since March 2006, ceased to increase following State Wage Case decisions and became subject to Fair Pay decisions. The NAPSA allowances did not increase after October 2005.
8. The most significant of the minimum conditions that developed and were adopted across all industries in Broken Hill, including the industries covered by the modern awards to which the ASU's application applies are:
 - a. The District Allowance; and

STATEMENT OF ROSSLYN ANN FERRY

- b. Additional Annual Leave, at least one additional week and at times up to three additional weeks.
9. The Broken Hill Allowance ("Allowance") was a remote area District Allowance paid to employees living and working in the city of Broken Hill or within the broader area known as the County of Yancowinna ("County"). In 1956, the Allowance was 2.13.0 (2 pounds 13 shillings) which was equivalent to approximately 16% of the base rate per week for an adult male.
10. The last indexation of the Allowance at \$12.40 per week was incorporated into the Award rates of pay in 1988 for the industries covered by the Award. Where the base rate may have been determined by another State/Federal Award such as Clerical, Plant Operators, Hotels and Motels, the allowance was added to those rates to become the "Broken Hill rate".
11. The custom and practice to supplement the Allowance with additional Annual Leave entitlements explicitly for reasons of compensating the disability of isolation of Broken Hill, occurred following a dispute to arbitrate new agreements in the Industrial Commission of NSW. The 1963 Recommendation of Taylor J. in *Broken Hill – Barrier Industrial Council, Town Employees Union and Other Unions and Chamber of Commerce; RE four weeks annual leave and margins*, was held and instituted as a condition of employment across all Common Law agreement making for employees working in the County of Yancowinna (p.12, attached at C.):

Workers in the town need the additional leave to provide recreation, holidays, medical services in addition to those provided in the town itself. It is necessary in my view as a matter of social justice that there should be adequate means by way of added leave to get to places necessary for health, rest and educational reasons.

The condition of supplementing Annual Leave entitlements prevailed up to award modernisation.

12. For example, the Allowance and minimum conditions remain a feature of workplace instruments such as the *Essential Energy Far West (Electricity) Enterprise Agreement 2013* at Clause 5.5 Area Climate Allowance, Clause 2.2.11 Shift Workers - Annual Leave and Clause 4.1.1 Accrual & Taking of Annual Leave (attached at D.).
13. In recent times, Broken Hill has become more isolated from the rest of Australia by the compounding impact of State Government decisions to remove local oversight of essential services. For example, the town has its own 24 hour ambulance station but it cannot be contacted direct by local residents. Calls to the service are directed through a Dubbo site whose employees may have little or no local knowledge and that could lead to increased delays.
14. Furthermore, Essential Energy (the electricity service provider) that makes decisions about expenditure on poles and wires infrastructure is now overseen by employees in Port Macquarie.


STATEMENT OF ROSSLYN ANN FERRY

15. Government and private services have no obligation to spend locally and continue to outsource contracts to external service providers; which will continue to diminish the economy of Broken Hill.
16. Small businesses, particularly retail shops, have already had to compete with larger businesses due to deregulated trading hours as well as having to cope with the introduction of GST. To provide larger businesses (corporations) with a means to further reduce their employees' entitlements and penalty rates, would only increase this imbalance and see many local businesses continue to "close up shop".
17. It is highly unlikely that reduced employee costs will lead to reduced consumer costs. However, reduced wages and conditions will almost certainly lead to reduced spending which will lead to further job losses.
18. Broken Hill has already suffered enough job losses and increased unemployment. Our geographical isolation was the reason for exclusion from State Awards, prior to award modernisation. It also means that, generally, our cost of living is higher than the rest of New South Wales. We are approximately 270kms from the next major centre, Wentworth, which can only be reached by road because there is no air or rail link. Our nearest capital city is Adelaide, approximately 570kms by road.
19. All of the above mentioned examples reflect impacts to cost of living that were recognised for Broken Hill as long ago as 1928, and continue to create greater economic stress for members of the Union by comparison to less remote locations. The primary economic differences are, as follows:
 - i. Cost of travel. Flights can typically cost \$400 one-way to Adelaide or \$600 to Sydney. The cost can be a necessity to obtain medical treatments not available in Broken Hill.
 - ii. Cost of petrol. Broken Hill employees currently pay about 140 cents a litre. The rate is much higher than Sydney or Adelaide residents who have enjoyed some weeks in 2015 of prices below a dollar. However, a Broken Hill resident must travel at least 270kms to the next town centre for any necessity that cannot be obtained locally, making the impact of petrol prices much greater for a Broken Hill resident.
20. The Union would prefer that the modern award safety net for Broken Hill employees should recognise conditions that have traditionally compensated all employees living and working in the Country of Yancowinna.
21. The Union is aware of the Full Bench decision and reasons [2015] FWCFB 644, paragraphs 57 to 67 deciding that "the maintenance of the Broken Hill allowance in the awards is appropriate".
22. The Union seeks appropriate discretion be applied by the Commission to see that all employees in Broken Hill are not disadvantaged as a result of living and working remotely.
23. Compensation for living and working in an isolated and remote location should continue so that all the impacts are more manageable. Especially because the main employing

STATEMENT OF ROSSLYN ANN FERRY

industry is Health Care & Social Assistance whose employees have not traditionally benefitted from enterprise bargaining.

24. The application by the ASU seeks variations to continue a District Allowance in the modern awards. The Union agrees that a percentage District Allowance to be applied to a list of specified locations, which include Broken Hill and the County of Yancowinna, is the most appropriate way to vary these conditions in the Modern Awards and supports the ASU's application.

Signed: 

Date: 26/3/2015

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A.



SUPPLEMENT

TO THE

Government Gazette

OF THE STATE OF

NEW SOUTH WALES.

PUBLISHED BY AUTHORITY.

[PRINTED BY THE GENERAL POST OFFICE, SYDNEY, FOR TRANSMISSION BY POST IN A LETTER-CASE.]

No. 155.]

FRIDAY, 15 OCTOBER.

[1937.

Industrial Registrar's Office,
Sydney, 16th October, 1937.

THE following order made by the Industrial Commission of New South Wales on the 15th day of October, 1937, pursuant to the provisions of paragraph (a) of subsection (7) of section 4 of the Industrial Arbitration (Amendment) Act, No. 2 of 1937, is published for general information.

By order of the Commission,
S. W. ESSWORTH, Industrial Registrar.

**BEFORE THE INDUSTRIAL COMMISSION OF
NEW SOUTH WALES**

No. 203 of 1937.

In re definition of boundaries pursuant to the Industrial Arbitration (Amendment) Act, 1937, and in the matter of the Industrial Arbitration Act, 1932, as amended by subsequent Acts.

Before Mr. JUSTICE CARTER, Mr. JUSTICE WHITE and Mr. JUSTICE FRANCIS.

Friday, the 15th day of October, 1937.

THIS MATTER coming before the Industrial Commission of New South Wales on the 15th day of October, 1937, and again this day, the Commission for the purposes of the Industrial Arbitration (Amendment) Act, 1937,

DOETH BY THIS ORDER DEFINE the boundaries of the different districts referred to in paragraph (a) of subsection (8) of section 4 of the said Act as follows:—

New South Wales.

Within 20 miles of the General Post Office, Sydney.

Commencing at a point southerly of the City of Sydney on the arc of a circle with a radius of 20 miles and its centre at the General Post Office, Sydney, being distant 3 miles rectangularly and seawards from the mean high-water mark of the South Pacific Ocean; thence by the arc of that circle generally westerly, northerly and easterly to a point 5 miles rectangularly distant and seawards from the mean high-water mark aforesaid; thence by a line parallel to and rectangularly distant 3 miles from mean high-water mark southerly to the point of commencement.

Within 20 miles of the General Post Office, Newcastle.

Commencing at a point southerly of the City of Newcastle on the arc of a circle with a radius of 20 miles and its centre at the General Post Office, Newcastle, being distant 3 miles rectangularly and seawards from the mean high-water mark of the South Pacific Ocean; thence by the arc of that circle generally westerly, northerly and easterly to a point 3 miles rectangularly distant and seawards from the mean high-water mark aforesaid; thence by a line parallel to and rectangularly distant 3 miles from mean high-water mark southerly to the point of commencement.

Port Kembla—Wollongong District.

Commencing at a point 3 miles seawards in rectangular distance from Barrwarra Point at the entrance to Illawarra Lake and thence by a straight line to Barrwarra Point; thence by the waters of Illawarra Lake generally northerly and westerly to the southerly extension of the western side of a road 50 links wide on the western side of Hooka Creek; by that side of that road northerly to Canterbury road; by the south-western side of that road north-westerly to a point 10 chains rectangularly distant from the south-eastern side of Prince's Highway; thence generally north-easterly by a line parallel to and 10 chains in rectangular distance from the south-eastern side of Prince's Highway to its intersection with the municipal boundary of Wollongong; by that boundary generally northerly and easterly to the waters of the South Pacific Ocean; thence by a straight line at right angles to the general direction of the coast line in that vicinity to its intersection with a line parallel to and 3 miles rectangularly distant seawards from mean high-water mark; thence by that line generally southerly to the point of commencement.

Elsewhere.

The district within the boundaries of the State of New South Wales, excluding the three districts above defined, and the county of Yassowinna.

M. E. CANTOR, J.

(Sd.) A. M. WERR, J.

J. A. FERGUSON, J.

PRINTED.

B.

BROKEN HILL
COMMERCE AND INDUSTRY
CONSENT AWARD
2008

With 2009 Rates of Pay

*Reviewed Award – Pursuant to Section 19 of the
New South Wales Industrial Relations Act 1996
Effective 1/10/2008*

BROKEN HILL COMMERCE & INDUSTRY

CONSENT AWARD 2008

between the

BROKEN HILL CHAMBER OF COMMERCE INC.

and the

BARRIER INDUSTRIAL COUNCIL

and

AFFILIATED UNIONS

REVIEWED AWARD – PERSUANT TO SECTION 19 OF
THE NEW SOUTH WALES INDUSTRIAL RELATIONS ACT 1996

EFFECTIVE 1/10/2008

BROKEN HILL COMMERCE & INDUSTRY CONSENT AWARD 2008

Signed for and on behalf of

THE BROKEN HILL CHAMBER OF COMMERCE INC

Signed for and on behalf of

THE BARRIER INDUSTRIAL COUNCIL

Signed for on behalf of

THE BROKEN HILL TOWN EMPLOYEES' UNION

Signed for and on behalf of

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

Map of the County of Yancowinna

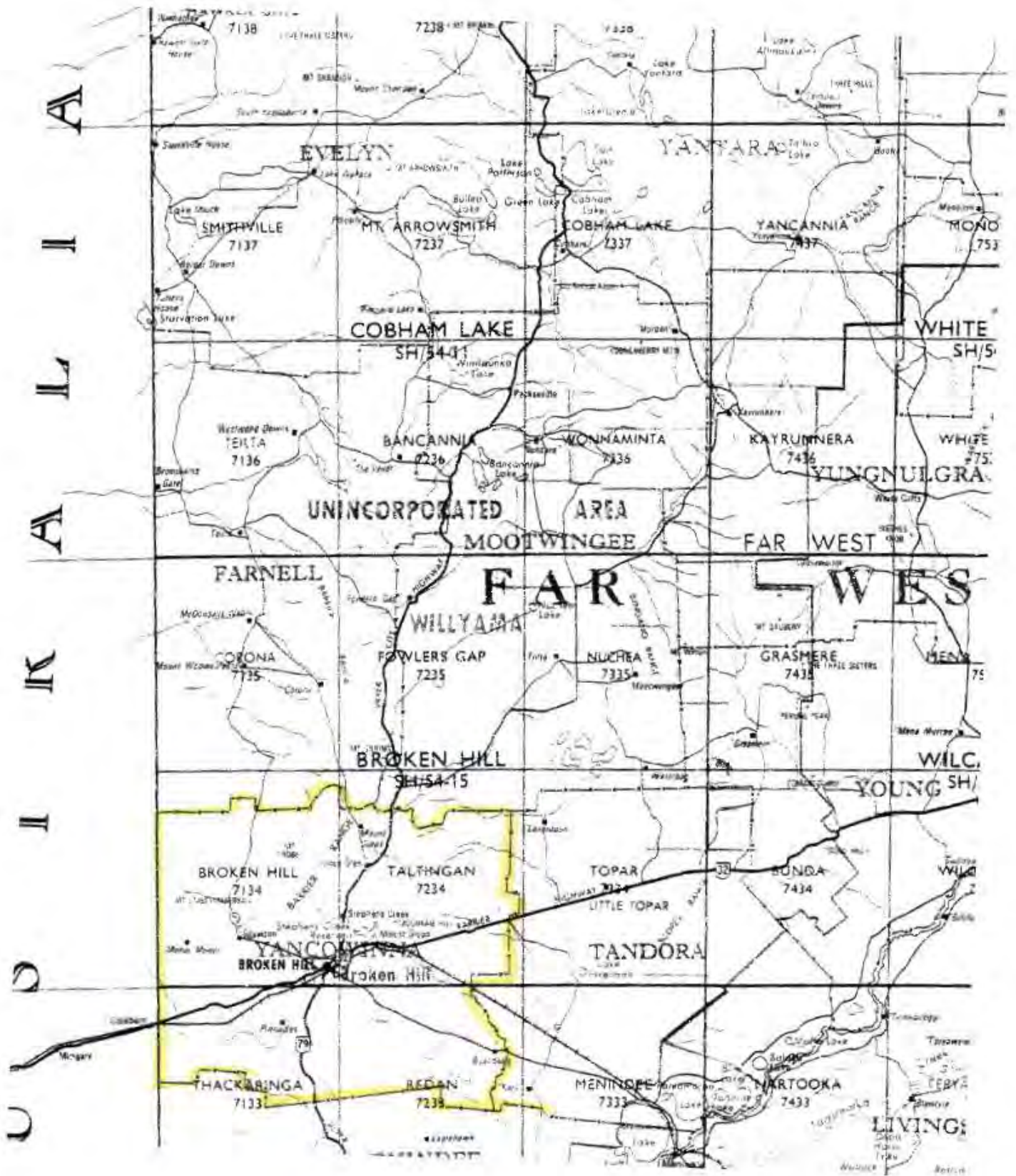


TABLE OF CONTENTS

GENERAL CLAUSES	1
CLAUSE 1.1 – ACCIDENT PAY	1
CLAUSE 1.2 – ACCOMMODATION & MISCELLANEOUS PROVISIONS	1
CLAUSE 1.3 – ANNUAL LEAVE	1
CLAUSE 1.4 – ANNUAL LEAVE LOADING	1
CLAUSE 1.5 – ANTI DISCRIMINATION	2
CLAUSE 1.6 – APPRENTICESHIP CONDITIONS	2
CLAUSE 1.7 – AREA, INCIDENCE AND DURATION.....	2
CLAUSE 1.8 – AWARD DISPLAY	3
CLAUSE 1.9 – BROKEN SHIFTS	3
CLAUSE 1.10 – BEREAVEMENT LEAVE.....	3
CLAUSE 1.11 – CONTINUITY OF SERVICE.....	3
CLAUSE 1.12 – DISPUTE RESOLUTION PROCEDURE	3
CLAUSE 1.13 – EXISTING CONDITIONS AND/OR PRIVILEGES.....	4
CLAUSE 1.14 – FIRST AID KITS	4
CLAUSE 1.15 – HOURS OF LABOUR.....	4
CLAUSE 1.16 – JURY SERVICE.....	5
CLAUSE 1.17 – LONG SERVICE LEAVE.....	5
CLAUSE 1.18 – MIXED FUNCTIONS	5
CLAUSE 1.19 – NOTICE BOARD	5
CLAUSE 1.20 - NOTATION.....	5
CLAUSE 1.21 – OVERTIME.....	5
CLAUSE 1.22 – OCCUPATIONAL HEALTH AND SAFETY	6
CLAUSE 1.23 – PARENTAL LEAVE	6
CLAUSE 1.24 – PARTIES TO AWARD	6
CLAUSE 1.25 – PERSONAL/CARER’S LEAVE	6
CLAUSE 1.26 – PROTECTIVE CLOTHING.....	8
CLAUSE 1.27 – PUBLIC HOLIDAYS	8
CLAUSE 1.28 – RIGHT OF ENTRY	9
CLAUSE 1.29 – SECURE EMPLOYMENT	9
CLAUSE 1.30 – SICK LEAVE	10
CLAUSE 1.31 – STAND DOWN	11
CLAUSE 1.32 – BROKEN HILL TOWN INDUSTRIES SUPERANNUATION FUND	11
CLAUSE 1.33 – TERMINATION OF EMPLOYMENT	13

CLAUSE 1.34 – TIME BOOKS AND TIME SHEETS	17
CLAUSE 1.35 – TRAINING, CAREER DEVELOPMENT AND TRAINEES	17
CLAUSE 1.36 – VEHICLES, EXPENSES, LICENCES	17
CLAUSE 1.37 – WAGES POLICY AND PAYMENT	18
CLAUSE 1.38 – WORKING ROSTER	18
CLAUSE 1.39 – WORKPLACE FLEXIBILITY	18
CLAUSE 1.40 – STATE WAGE CASE	18
GENERAL SCHEDULE OF ALLOWANCES	20
ANIMAL WELFARE.....	21
DEFINITIONS	21
CLAUSE 2.1 – HOURS OF LABOUR.....	21
CLAUSE 2.4 - JUNIOR EMPLOYEES.....	22
CLAUSE 2.3 – CASUAL EMPLOYEES	22
CLAUSE 2.4 – PART-TIME EMPLOYEES	22
ANIMAL WELFARE WAGE SCHEDULE	23
CLEANERS & CARETAKERS.....	25
CLAUSE 3.1 – HOURS OF LABOUR.....	25
CLAUSE 3.2 – CASUAL EMPLOYEES	25
CLAUSE 3.3 – PART-TIME EMPLOYEES	25
CLAUSE 3.4 – WORKING ROSTER	26
CLAUSE 3.5 – WEEKEND PENALTY	26
CLAUSE 3.6 – ADDITIONAL RATES	26
CLAUSE 3.7 – BROKEN SHIFTS	26
CLAUSE 3.8 – MEAL BREAKS	26
CLAUSE 3.9 – OVERTIME.....	26
CLEANERS & CARETAKERS WAGES SCHEDULE	27
CLERKS.....	29
TERMS AND CONDITIONS OF EMPLOYMENT	29
CLAUSE 4.1 – ANNUAL LEAVE	29
CLAUSE 4.2 – LONG SERVICE LEAVE.....	29
CLAUSE 4.3 – AREA, INCIDENCE AND DURATION	29
CLERKS WAGE SCHEDULE.....	30
CLOTHING TRADES	31
CLAUSE 5.1 – CLASSIFICATIONS	31
CLAUSE 5.2 – HOURS OF LABOUR.....	31
CLAUSE 5.3 – ROSTER	31
CLAUSE 5.4 – OVERTIME.....	31
CLAUSE 5.5 – APPRENTICES AND JUNIOR EMPLOYEES	31

CLAUSE 5.6 – CASUAL EMPLOYEES	32
CLAUSE 5.7 – PART-TIME EMPLOYEES.....	32
CLAUSE 5.8 – WEEKEND PENALTY	33
CLOTHING TRADES WAGES SCHEDULE	34
FURNISHING TRADES.....	35
DEFINITIONS	35
CLAUSE 6.1 – HOURS OF LABOUR.....	36
CLAUSE 6.2 – CASUAL EMPLOYEES	36
CLAUSE 6.3 – PART-TIME EMPLOYEES.....	36
CLAUSE 6.4 – OVERTIME.....	37
CLAUSE 6.5 – APPRENTICES AND JUNIOR EMPLOYEES	37
CLAUSE 6.6 – WORKING ROSTER	37
CLAUSE 6.7 – WEEKEND PENALTY	37
CLAUSE 6.8 – BROKEN SHIFTS	37
FURNISHING TRADES WAGES SCHEDULE	38
GARDENERS	41
DEFINITIONS	41
CLAUSE 7.1 – HOURS OF LABOUR.....	41
CLAUSE 7.2 – CASUAL EMPLOYEES	41
CLAUSE 7.3 – PART-TIME EMPLOYEES.....	41
CLAUSE 7.4 – WEEKEND PENALTY	42
CLAUSE 7.5 – OVERTIME.....	42
CLAUSE 7.6 – APPRENTICES AND JUNIOR EMPLOYEES	42
GARDENERS WAGES SCHEDULE	43
HAIRDRESSERS.....	45
DEFINITIONS	45
CLAUSE 8.1 – HOURS OF LABOUR.....	45
CLAUSE 8.2 – ROSTER	45
CLAUSE 8.3 – OVERTIME.....	46
CLAUSE 8.4 – APPRENTICES AND JUNIOR EMPLOYEES	46
CLAUSE 8.5 – TOOLS OF TRADE.....	47
CLAUSE 8.6 – CASUAL EMPLOYEES	47
CLAUSE 8.7 – PERMANENT PART-TIME EMPLOYEES	47
CLAUSE 8.8 – WEEKEND PENALTY	47
HAIRDRESSERS WAGE SCHEDULE	48
HANDYPERSONS & TOWN LABOURERS.....	51
DEFINITIONS	51
CLAUSE 9.1 – HOURS OF LABOUR.....	51

CLAUSE 9.2 – CASUAL EMPLOYEES	51
CLAUSE 9.3 – PART-TIME EMPLOYEES	51
CLAUSE 9.4 – WEEKEND PENALTY	52
CLAUSE 9.5 – OVERTIME.....	52
HANDYPERSONS & TOWN LABOURERS WAGE SCHEDULE.....	53
HOTELS.....	55
TERMS AND CONDITIONS OF EMPLOYMENT	55
CLAUSE 10.1 – ANNUAL LEAVE.....	55
CLAUSE 10.2 – LONG SERVICE LEAVE	55
CLAUSE 10.3 – AREA, INCIDENCE AND DURATION	55
HOTELS WAGE SCHEDULE – FULL TIME EMPLOYEES	56
HOTELS WAGE SCHEDULE – PART TIME EMPLOYEES	57
HOTELS WAGE SCHEDULE – CASUAL EMPLOYEES	58
KINDERGARTEN & CHILD CARE CENTRES.....	61
MEAT INDUSTRY (PROCESSING).....	63
TERMS AND CONDITIONS OF EMPLOYMENT	63
CLAUSE 12.1 – ANNUAL LEAVE.....	63
CLAUSE 12.2 – LONG SERVICE LEAVE	63
CLAUSE 12.3 – AREA, INCIDENCE AND DURATION	63
MEAT INDUSTRY (PROCESSING) WAGES SCHEDULE	64
MOTELS.....	67
TERMS AND CONDITIONS OF EMPLOYMENT	67
CLAUSE 13.1 – ANNUAL LEAVE.....	67
CLAUSE 13.2 – LONG SERVICE LEAVE	67
CLAUSE 13.3 – AREA, INCIDENCE AND DURATION	67
MOTELS WAGES SCHEDULE	68
NATIONAL TRAINING WAGE.....	73
PLANT OPERATORS & EARTHMOVING.....	75
TERMS AND CONDITIONS OF EMPLOYMENT	75
CLAUSE 15.1 – SICK LEAVE	75
CLAUSE 15.2 – ANNUAL LEAVE.....	75
CLAUSE 15.3 – LONG SERVICE LEAVE	75
CLAUSE 15.4 – ANNUAL LEAVE LOADING.....	75
CLAUSE 15.5 – AREA, INCIDENCE AND DURATION	75
PLANT OPERATORS & EARTHMOVING WAGE SCHEDULE	76
RESTAURANTS, FISH SHOPS & CAFES WHERE MEALS ARE SERVED.....	79
CLAUSE 16.1 – DEFINITIONS	79

CLAUSE 16.2 – HOURS OF LABOUR.....	79
CLAUSE 16.3 – OVERTIME.....	79
CLAUSE 16.4 - PENALTY RATES.....	79
CLAUSE 16.5 – CASUAL EMPLOYEES.....	79
CLAUSE 16.6 – PART-TIME EMPLOYEES.....	80
CLAUSE 16.7 – ROSTER.....	80
CLAUSE 16.8 – PUBLIC HOLIDAYS.....	80
CLAUSE 16.9 – BROKEN SHIFTS.....	81
CLAUSE 16.10 – APPRENTICES AND JUNIOR EMPLOYEES.....	81
RESTAURANTS, FISH SHOPS & CAFES WHERE MEALS ARE SERVED WAGE SCHEDULE.....	82
SECURITY INDUSTRY.....	85
TERMS AND CONDITIONS OF EMPLOYMENT.....	85
CLAUSE 17.1 – ANNUAL LEAVE.....	85
CLAUSE 17.2 – LONG SERVICE LEAVE.....	85
CLAUSE 17.3 – AREA, INCIDENCE AND DURATION.....	85
SECURITY INDUSTRY WAGE SCHEDULE.....	86
SHOP ASSISTANTS - SECTION 1.....	89
CLAUSE 18.1 – RECOGNITION OF UNIONS.....	89
CLAUSE 18.2 – HOURS OF LABOUR.....	89
CLAUSE 18.3 – ROSTER.....	90
CLAUSE 18.4 – REST PAUSE.....	90
CLAUSE 18.5 – OVERTIME.....	90
CLAUSE 18.6 – EMPLOYEE CLASSIFICATIONS.....	90
CLAUSE 18.7 – DEFINITIONS.....	91
CLAUSE 18.8 – CASUAL EMPLOYEES.....	91
CLAUSE 18.9 – PERMANENT PART-TIME EMPLOYEES.....	91
CLAUSE 18.10 – CHRISTMAS TEMPORARY STAFF.....	92
CLAUSE 18.11 – PUBLIC HOLIDAYS.....	92
CLAUSE 18.12 – NIGHT FILL.....	93
SHOP ASSISTANTS - SECTION 2 EXEMPTED SHOPS INCLUDING SPECIAL SHOPS.....	93
CLAUSE 18.2.1 – CLASSIFIED SHOPS.....	93
CLAUSE 18.2.2 – APPLICATION OF SECTION 1.....	93
CLAUSE 18.2.3 – Hours of Labour OR WHERE THE CONTEXT PROVIDES OTHERWISE.....	93
CLAUSE 18.2.3 – HOURS OF LABOUR.....	93
CLAUSE 18.2.4 – ROSTER.....	94
Refer to Clause 1.38.....	94
CLAUSE 18.2.5 – OVERTIME.....	94
CLAUSE 18.2.6 – CASUAL EMPLOYEES.....	94

CLAUSE 16.2.7 – PERMANENT PART-TIME EMPLOYEES	94
CLAUSE 18.2.8 – PUBLIC HOLIDAYS	94
SHOP ASSISTANTS - SECTION 3 PETROL, OIL RESELLERS AND LUBRITORIUM OPERATORS ONLY	95
CLAUSE 18.3.1 – DEFINITIONS	95
CLAUSE 18.3.2 – APPLICATION OF CLAUSE 18.1 OF SECTION 1 SHOP ASSISTANTS	95
CLAUSE 18.3.3 – HOURS OF LABOUR	95
CLAUSE 18.3.4 – SHIFT DEFINITIONS AND PENALTIES	96
CLAUSE 18.3.5 – ROSTER	96
CLAUSE 18.3.6 – OVERTIME	96
CLAUSE 18.3.7 – CASUAL EMPLOYEES	96
CLAUSE 18.3.8 – PERMANENT PART-TIME EMPLOYEES	96
CLAUSE 18.3.9 – PUBLIC HOLIDAYS	96
SHOP ASSISTANTS PETROL, OIL RESELLERS & LUBRITORIUM OPERATORS ONLY WAGE SCHEDULE	101
TRADES	105
CLAUSE 19.1 – APPLICATION	105
CLAUSE 19.2 – MEAL TIME	105
CLAUSE 19.3 – WAGES	105
CLAUSE 19.4 – APPRENTICES	106
CLAUSE 19.5 – HOURS	106
CLAUSE 19.6 – CASUAL WORKERS	107
CLAUSE 19.7 – PERMANENT PART-TIME EMPLOYMENT	107
CLAUSE 19.8 – SKILLS DEVELOPMENT & MULTISKILLING IN THE BROKEN HILL METALS' INDUSTRY	107
CLAUSE 19.9 – TRAVELLING EXPENSES	107
CLAUSE 19.10 – MISCELLANEOUS	107
CLAUSE 19.11 – ANNUAL LEAVE	107
CLAUSE 19.12 – TERMINATION OF SERVICES	108
CLAUSE 19.13 – RECALL TO WORK	108
CLAUSE 19.14 – DISTANT WORK	108
CLAUSE 19.15 – TRAVELLING TIME	108
CLAUSE 19.16 – MINE LEASES	108
CLAUSE 19.17 – HEIGHT MONEY	108
CLAUSE 19.18 – OVERTIME	108
TRADES WAGE SCHEDULE	109
TRANSPORT	111
TERMS AND CONDITIONS OF EMPLOYMENT	111
CLAUSE 3 – HOURS OF EMPLOYMENT	111
SECTION II – LONG DISTANCE WORK	111
CLAUSE 17 – ANNUAL LEAVE	111

ANNUAL LEAVE LOADING	111
CLAUSE 18 – LONG SERVICE LEAVE.....	111
CLAUSE 19 – SICK LEAVE	111
CLAUSE 48 – DEFINITIONS.....	111
CLAUSE 49 – AREA, INCIDENCE AND DURATION.....	111
TRANSPORT WAGE SCHEDULE	112
TRANSPORT – TOURIST & SERVICE COACH DRIVERS.....	113
TERMS AND CONDITIONS OF EMPLOYMENT	113
CLAUSE 21.1 – ANNUAL LEAVE	113
CLAUSE 21.2 – LONG SERVICE LEAVE.....	113
CLAUSE 21.3 – AREA, INCIDENCE AND DURATION.....	113
TRANSPORT - TOURIST & SERVICE COACH DRIVERS WAGE SCHEDULE	114
WAREHOUSE & CARRIERS, WHOLESALE WINE & SPIRIT MERCHANTS	115
DEFINITIONS	115
CLAUSE 22.1 – HOURS OF LABOUR.....	115
CLAUSE 22.2 – CASUAL EMPLOYEES	115
CLAUSE 22.3 – PART-TIME EMPLOYEES.....	115
CLAUSE 22.4 – WEEKEND PENALTY	116
CLAUSE 22.5 – OVERTIME.....	116
CLAUSE 22. 6 – JUNIOR EMPLOYEES	116
WAREHOUSE & CARRIERS, WHOLESALE WINE & SPIRIT MERCHANTS WAGE SCHEDULE.....	117

GENERAL CLAUSES

ALL CLAUSES CONTAINED HEREIN SHALL APPLY TO THE BROKEN HILL COMMERCE AND INDUSTRY CONSENT AWARD 2008 UNLESS OTHERWISE STIPULATED

CLAUSE 1.1 – ACCIDENT PAY

- a. Accident pay shall be paid in accordance with the *NSW Workers Compensation Act 1987, the NSW Workplace Injury Management and Workers Compensation Act 1998* and any subsequent amendments thereto.
- b. The Chamber undertakes to advise its members of all benefits available to employees under the Act as amended.

CLAUSE 1.2 – ACCOMMODATION & MISCELLANEOUS PROVISIONS

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

CLAUSE 1.3 – ANNUAL LEAVE

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

CLAUSE 1.4 – ANNUAL LEAVE LOADING

- a. Employees shall be granted an annual leave loading of 17.5% on their holiday pay.
- b. The loading is payable on annual leave only, on the completion of a year of employment. Any day added to annual leave in lieu of a public holiday does not attract the loading.
- c. The loading is to be calculated on the Consent Award rate of pay applicable immediately before the employee proceeds on leave. The Consent Award rate of pay is the rate for ordinary hours of work for the employee's classification prescribed by the Consent Award. In addition it will include where applicable leading hand allowances, supervisor allowances, and exclude any other allowances, over-award payments, overtime rates, penalty rates, commission, bonuses, incentive payments or any other such payments.
- d. Part Time employees are entitled to pro rata Leave Loading.
- e. Where annual leave is taken prior to the completion of a twelve month qualifying period, the loading is not paid at the time the employee proceeds on leave. For such period taken in advance the loading becomes payable if and when the employee remains in employment until he completes the year of employment for which leave was granted in advance. The payment of the loading is then calculated at the Consent Award rate of pay applicable when the twelve months qualifying period is completed and not at the Consent Award rate applicable when leave was taken in advance.
- f. Loading is payable in respect of employees who have completed at least 75% of one years service at the time of retirement having reached 60 years of age or more and is required by the employer to retire.

-
- g. Where the employer terminates employment for misconduct, no loading is payable in respect of leave for complete or incomplete years of employment.

CLAUSE 1.5 – ANTI DISCRIMINATION

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

Notes:

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

CLAUSE 1.6 – APPRENTICESHIP CONDITIONS

The apprentice provisions contained in this Consent Award are pursuant to *Apprenticeship and Traineeship Act 2001, Part 2 Division 1 (4)*.

CLAUSE 1.7 – AREA, INCIDENCE AND DURATION

- a. This Consent Award is between the Broken Hill Chamber of Commerce and the Barrier Industrial Council and affiliated local Unions. This award is a reviewed award pursuant to Section 19 of the *New South Wales Industrial Relations Act 1996* effective 30 September 2008.
- b. It governs the terms and conditions of employment of employers and employees engaged in commercial and industrial activity in the County of Yancowinna, but it shall not apply to any employer or employee to whom the Social and Community Services Employees (State) Award, the Social and Community Services Employees – Rates of Pay (State) Award and the Social and Community Services – Jobskills Trainees (State) Interim Award apply and it is not intended to affect in any way either directly or indirectly the rights that any employee may have either past, present or future under the Social and Community Services Employees (State) Award, the Social and Community Services Employees – Rates of Pay (State) Award and the Social and Community Services Jobskills Trainees (State) Interim Award.
- c. This Consent Award 2008 rescinds and replaces the terms and conditions of the Broken Hill Commerce and Industry Agreement (Consent Award) 2001 and shall take effect from 1 October 2008, and shall remain in force until 30 June 2011.

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- d. The parties agree that negotiations on a follow on will commence no later than 6 months before the expiration of the Consent Award and shall be finalised before 30 June, 2011.
 - e. It is declared and agreed that nothing in this Consent Award shall supersede the purpose or intent of any State or Commonwealth Laws.
 - f. It is agreed that nothing in this Consent Award shall negate the employee or employer of their legal rights.
 - g. This Consent Award shall be exhibited by each employer on their premises in a place accessible to all employees.
 - h. It is agreed that copies of the new Consent Award shall be available within one month of signing the new Consent Award.
 - i.
 - i Domestic clauses and included rates override the General clauses where there is any inconsistency.
 - ii Where a Domestic section is silent then the General clauses shall prevail.
 - j. It is agreed that when either party to this Consent Award become aware of any change to a Federal or State Award, and that change will impact on this Consent Award, then either party will advise the other in writing.

CLAUSE 1.8 – AWARD DISPLAY

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

CLAUSE 1.9 – BROKEN SHIFTS

Employees required to work broken shifts shall be paid the amount at Item 1- General Schedule of Allowances, for each broken shift so worked in addition to his or her rate of wages.

CLAUSE 1.10 – BEREAVEMENT LEAVE

- a. An employee on weekly hiring (including part-time employees) shall be entitled to a maximum of three days' leave without loss of pay on each occasion and on production of satisfactory evidence of the death in Australia of the employee's husband, wife, father, mother, brother, sister, child, stepchild, grandparents or parents-in-law. For the purposes of this subclause the words "wife" and "husband" shall include de facto wife or husband and the words "father" "mother" shall include foster-father or mother and stepfather or mother.
- b. Provided further, an employee on weekly hiring shall be entitled to a maximum of three days' leave without loss of pay on each occasion and on the production of satisfactory evidence of the death outside Australia of an employee's husband, wife, father or mother and where such employee travels outside Australia to attend the funeral.

CLAUSE 1.11 – CONTINUITY OF SERVICE

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

CLAUSE 1.12 – DISPUTE RESOLUTION PROCEDURE

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

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

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

CLAUSE 1.13 – EXISTING CONDITIONS AND/OR PRIVILEGES

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

CLAUSE 1.14 – FIRST AID KITS

- a. A first aid kit must be provided and maintained by the employer for the use of the employees and kept in an accessible position. First Aid allowance at Item 2 of General Section Schedule of Allowances is to be paid to the appointed First Aid Attendant on the basis of one attendant per shift. The level of equipment required in a First Aid Kit will be as per the *Shops and Industries Act, 1962*.
- b. Appointed first-aid personnel:
 - i in charge of a first-aid kit at a place of work at which more than 25 persons work must be the holder of a current first-aid certificate approved by the Co-ordinator, Occupational Health, Safety and Rehabilitation Services, Department of Commerce and Industry; and
 - ii in charge of a first-aid room at a place of work must be the holder of a current occupational first-aid certificate approved by the Co-ordinator.

CLAUSE 1.15 – HOURS OF LABOUR

- a. The ordinary hours of labour per week shall not exceed thirty eight (38) excluding meal breaks. The calculation of the hourly rate for penalties, Part-time and Casual employees shall be one thirty-eighth (1/38th) of the Consent Award rate applicable.

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- b. Span of ordinary hours – see domestic sections for the specific working of ordinary hours.
 - c. If agreeable between employer and employee the ordinary hours of labour worked can be averaged in accordance with Division 2-S.22 – Maximum ordinary hours of employment in the *NSW Industrial Relations Act, 1996*.

CLAUSE 1.16 – JURY SERVICE

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

CLAUSE 1.17 – LONG SERVICE LEAVE

- a. As per the *Long Service Leave Act 1955* and any further amendments thereto, provided however, that thirteen (13) weeks long service leave will be granted at the end of ten (10) full complete years.
- b. This concession only commences to accrue on or after January 1, 1971.
- c. All other provisions, conditions, durations, qualifying periods and etc. of the Long Service Leave Act remain unaltered, and are not affected by the above concession of 13 weeks long service leave for ten years service.
- d. An employee who has completed five years (but less than 10 years) of service is entitled to long service pro rata payment if he or she:
 - i Resigns as a result of illness, incapacity, domestic or other pressing necessity
 - ii Is dismissed for any reason except serious and wilful misconduct
 - iii Dies
- e. For all employees, on termination of employment after 10 years service, long service pro-rata payment shall be calculated at 1.3 weeks per year for all service up to fifteen years. After fifteen years of service, long service payment shall be calculated at 1.3 weeks for each completed year of service.

CLAUSE 1.18 – MIXED FUNCTIONS

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

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

CLAUSE 1.19 – NOTICE BOARD

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

CLAUSE 1.20 - NOTATION

- a. Section 129 of the *NSW Industrial Relations Act 1996* requires that an employer must keep records of remuneration paid and hours worked by employees.
- b. This award contains a number of other provisions in Clause 1.25, Personal/Carer's Leave.

CLAUSE 1.21 – OVERTIME

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

Domestic Section, all overtime worked on Sunday will be paid at double time. Each day's overtime stands alone.

- b. By mutual agreement the rate of overtime may be time-off in lieu of overtime provided that:
 - i Time-off shall be calculated at the penalty equivalent.
 - ii The employee is entitled to a fresh choice of payment or time-off on each occasion overtime is worked.
 - iii Time-off must be taken within one calendar month of the working of the overtime or it shall be paid out.
- c. Overtime Meal Breaks
 - i When working overtime, i.e. time worked outside the ordinary hours or shift, employees shall not work more than four hours continuously without being allowed thirty minutes for a meal break at overtime rates, provided that where overtime is worked immediately preceding or following the ordinary hours or shift in excess of one and one half hours he shall be entitled to a meal break of thirty minutes at overtime rates.
 - ii An employee required to work overtime in excess of one and one half hours shall either be supplied with a meal by the employer or paid a meal allowance at Item 3 General Section Schedule of Allowances.
 - iii If an employee has provided a meal and is not required to work overtime or is required to work less than the time advised, he/she shall be paid for the meal so provided.

CLAUSE 1.22 – OCCUPATIONAL HEALTH AND SAFETY

Each employer and employee bound to observe the provisions of this award shall also co-operate positively in respect of obligations pursuant to the *Occupational Health and Safety Act 2000*, including the requirement of males and females not to lift any weight in excess of their lifting capacity.

CLAUSE 1.23 – PARENTAL LEAVE

See *NSW Industrial Relations Act 1996*.

CLAUSE 1.24 – PARTIES TO AWARD

This Consent Award is between the Broken Hill Chamber of Commerce Inc. and the Barrier Industrial Council and Affiliated Unions.

CLAUSE 1.25 – PERSONAL/CARER'S LEAVE

- a. Use of Sick Leave
 - i An employee, with responsibilities in relation to a class of a person set out in subparagraph (iii) of paragraph (2) of this subclause, who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement provided for in clause 1.30, Sick Leave, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.
 - ii The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In the normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
 - iii The entitlement to use sick leave in accordance with this subclause is subject to:
 - 1 the employee being responsible for the care of the person concerned; and
 - 2 the person concerned being:
 - a) a spouse of the employee; or

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- b) defacto spouse who, in relation to a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person: or
 - c) a child or an adult child (including an adopted child, a stepchild, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee: or
 - d) a same sex partner who lives with the employee as the defacto partner of that employee on a bona fide domestic basis: or
 - e) a relative of the employee who is a member of the same household where, for the purposes of this subparagraph:
 - “relative” means a person related by blood, marriage or affinity:
 - “affinity” means a relationship that one spouse, because of marriage, has to blood relatives of the other: and
 - “household” means a family group living in the same domestic dwelling.
- iv An employee shall wherever practicable, give the employer notice, prior to the absence, of the intention to take leave, the name of the person requiring care and that person’s relationship to the employee, the reasons for taking leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of the absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.
- b. Unpaid Leave for Family Purpose
- i An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subparagraph (a) of paragraph (iii) of subclause (2) who is ill.
- c. Annual Leave
- i An employee may elect, with the consent of the employer, subject to the *Annual Holidays Act 1944*, to take annual leave not exceeding five days in single day periods, or part thereof, in any calendar year at a time or times agreed by the parties.
 - ii Access to annual leave, as prescribed in paragraph (i) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this award.
 - iii An employee and employer may agree to defer payment of the annual leave loading in respect of single-day absences until at least five consecutive annual leave days are taken.
- d. Time Off in Lieu of Payment for Overtime
- i An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.
 - ii Overtime taken as time off during ordinary-time hours shall be taken at the penalty equivalent.
 - iii If, having elected to take time as leave in accordance with paragraph (i) of this subclause, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.
 - iv Where no election is made in accordance with said paragraph (i), the employee shall be paid overtime rates in accordance with the award.
- e. Make-up Time
- i An employee may elect, with the consent of the employer, to work “make-up time”, under which the employee takes time off ordinary hours and works those hours at a later time during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
 - ii An employee on shift work may elect, with the consent of the employer, to work “make-up time” (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.
- f. Rostered Days Off

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

CLAUSE 1.26 – PROTECTIVE CLOTHING

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

CLAUSE 1.27 – PUBLIC HOLIDAYS

- a. The following shall be recognised public holidays:
New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Labour Day, Queen's Birthday, Christmas Day and Boxing Day.
- b. The above holidays with all gazetted state-wide holidays shall be observed and for such holidays the employee shall be paid.
- c. Unless otherwise provided for in a linked award, employees who never work on the day the Public Holiday falls eg. a Monday-Friday roster where Saturday is the Public Holiday, receive no additional benefits (also see Domestic Clauses).
- d. Where an employee is on a rotating roster and their rostered time-off falls on a Public Holiday, the employee shall be paid (by mutual agreement) either:
 - i Payment for the said holiday.
 - ii Addition of the rostered time to the employees annual leave.
 - iii Equal time-off shall be taken within twenty one (21) days of the holiday, such time-off being allowed either prior to or after the holiday.
- e. Except for employees engaged in the retailing and hospitality industries in the County (see Domestic Clauses) any employee required to work on any such holiday shall be paid at the rate of double time in addition to their ordinary pay.
- f. Employees shall not be entitled to the benefits provided by this clause in respect of any public holiday if they absent themselves from their work without reasonable excuse either on the working day before or the working day after such holiday. Where two or more public holidays fall together and an employee absents himself from work without reasonable excuse on both the working day before and the working day after such holiday he will lose the benefits of this clause in respect of all such holidays, but when he is absent without reasonable excuse on one day only (before or after such holiday) he shall lose such benefits only in respect of one public holiday.

CLAUSE 1.28 – RIGHT OF ENTRY

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

CLAUSE 1.29 – SECURE EMPLOYMENT

a. Objective of this Clause

The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.

b. Casual Conversion

i A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.

ii Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.

iii Any casual employee who has a right to elect under paragraph (b)(i), upon receiving notice under paragraph (b)(ii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

iv Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.

v Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.

vi If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (b)(iii), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (b)(iii), discuss and agree upon:

- 1 whether the employee will convert to full-time or part-time employment; and
- 2 if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award or pursuant to a part time work agreement made under Chapter 2, Part 5 of the *NSW Industrial Relations Act 1996 (NSW)*;

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.

vii Following an agreement being reached pursuant to paragraph (vi), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an

employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

viii An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.

c. Occupational Health and Safety

i For the purposes of this subclause, the following definitions shall apply:

1 A “labour hire business” is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.

2 A “contract business” is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer’s own employees.

ii Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer’s premises shall do the following (either directly, or through the agency of the labour hire or contract business):

1 consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;

2 provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;

3 provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and

4 ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.

iii Nothing in this subclause (c) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the Occupational Health and Safety Act 2000 or the Workplace Injury Management and Workers Compensation Act 1998.

d. Disputes Regarding the Application of this Clause

Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.

e. This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

CLAUSE 1.30 – SICK LEAVE

a. Employees shall be entitled to be paid wages whilst absent from work after three months service through personal sickness, provided the employee furnishes a certificate stating details of illness from a duly qualified Medical Practitioner or other satisfactory proof to the employer, that he or she is unable to follow their usual occupation or is a patient of a hospital.

b. In the event of any employee losing time following injury from any sporting activity, and he or she is in receipt of compensation from a sporting body, sick leave payments will be reduced by the amount of such compensation received from the sporting body.

c. Sick leave benefit shall be limited to the equivalent hours of 10 working days per year of service. Sick Leave is cumulative from year to year.

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- d. Where a business changes ownership and continues to operate in the same manner, and on the same premises and in the same industry as the previous owner, any employee taken over by the new employer from the previous employer shall retain his/her entitlement to such sick leave as was accumulated with the previous employer.
 - e. Where an employee who is eligible for sick leave produces a satisfactory medical certificate to the effect that he has been incapacitated for a period:
 - i of one week or more whilst on annual leave; or
 - ii of one month or more whilst on long service leave, he/she may be re-credited with annual leave or long service leave as the case may be, or the period for which sick leave is available and sick leave to credit shall be reduced by an equivalent period. Provided that no such re-credit shall be granted to an employee on leave prior to retirement, resignation or termination of service.
 - f. The employee as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence shall inform the employer of their inability to attend for duty and as far as practicable state the nature of the injury or illness and the estimated duration of the absence.
 - g. If an employee is absent from work for parts of the day, then they should have that time debited against their sick leave entitlement on an hourly basis regardless of how many hours they are absent from work.
 - h. Part-time employees receive pro rata sick leave entitlements.

CLAUSE 1.31 – STAND DOWN

- a. Notwithstanding anything elsewhere contained in this award, if for any reason, such as shortage of electrical power, raw materials, fuel, access to site or any other like reason, outside of its control, the Employer is unable to carry out its normal operations during the working hours of any day, the Employer may withhold from the wages of an Employee payment for any part of a shift in excess of one shift that such Employee cannot be usefully employed and who was stood down as a result.
- b. The Employer may stand down with pay any Employee if he or she cannot be usefully employed because of any cessation of operations, either wholly or partially due to industrial disputes, including any strike, ban or limitations, or arising out of any cause for which the Employer is not responsible.

CLAUSE 1.32 – BROKEN HILL TOWN INDUSTRIES SUPERANNUATION FUND

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

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

The fund (AMP CustomSuper) is governed by a Trust Deed and is administered by AMP Life Limited. A Policy Committee made up of three (3) representatives from Broken Hill Chamber of Commerce Inc. and three (3) representatives from the Barrier Industrial Council and affiliated unions, represent participating members and employer sponsors. AMP Superannuation Limited is the Trustee of the Fund and is responsible for all aspects of the operation of the Fund.

Occupational Superannuation Contributions:

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

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

- b. Eligible Employee shall mean all employees earning \$450 or over a month for each month they earn that amount;

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

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

Ordinary Time Earnings include:

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

Ordinary Time Earnings DO NOT Include:

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

- d. Fund

For the purpose of this Consent Award, contributions made by employers in accordance with the provisions of subclause (i) – Contributions shall be made as follows:

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

- e. Contributions

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- i Except as provided in subclauses (iii) of this clause, each employer shall, in respect of each employee, pay contributions to the respective Trustee at the relevant rate of the employee's ordinary time earnings having regard for the scale prescribed by Superannuation Guarantee legislation.
 - ii Contributions shall be paid at intervals and in accordance with the procedures and subject to the requirements of the respective Fund.
 - iii An employer shall not be required to make contributions pursuant to this Consent Award in respect of an employee in respect of a period when that employee is absent from his or her employment without pay, such as unpaid sick leave, annual leave, maternity leave or the like, or periods of workers' compensation beyond the expiry of any entitlement to workers' compensation make-up pay.
 - iv Where a new employee commences in employment, the employer shall advise the employee of the employee's entitlements under this Consent Award and of the action to be taken by the employee to obtain the benefit of those entitlements.
- f. Records
- An employer shall retain all records relating to the calculation of payments due to the Fund in respect of each employee and such records of each employee and such records shall be retained for a period of six (6) years.

CLAUSE 1.33 – TERMINATION OF EMPLOYMENT

- a. General Termination
 - i To terminate employment either party shall be given one week's notice – if the employer fails to do so he shall pay one week in lieu of notice and similarly if the employee fails to do so he shall forfeit one week's pay.
 - ii In the case of dishonesty or misconduct summary dismissal shall apply.
 - iii The employer shall have the right to summarily dismiss any employee for dishonesty or misconduct whilst under notice. Payment of wages to be made up to the time of dismissal only.
 - iv On termination of services payment for any monies due will be made within 48 hours. If the employee is leaving the city, then payment will be made forthwith.
- b. Application of Redundancy
 - i *The Employment Protection Act, 1982*, regulations and amendments thereto shall apply in respect of employees who are retrenched through business reorganisation, economic downturn or technological change
 - ii In respect to employers who employ more than 15 employees immediately prior to the termination of employment of employees, in the terms of Clause 1.32.e Termination of Employment.
 - iii Notwithstanding anything contained elsewhere in this award, this clause shall not apply to employees with less than one year's continuous service and the general obligation on employers shall be no more than to give such employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.
 - iv Notwithstanding anything contained elsewhere in this award, this clause shall not apply where employment is terminated as a consequence of conduct the justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual, apprentices or employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.
 - v Wherever practicable, an employer will call for voluntary redundancies to meet the requirement to down-scale the business before proceeding to forced retrenchment. However, the employer may exercise a veto on an employee whose skills and knowledge must be retained by the business.
 - vi Seniority in the sense of an absolute rule of "last on, first off" does not apply under this Consent Award, although any Union has the right to present the case of any employee who is considered to have been unjustly treated.

vii When retrenchments occur, the employer has the right to discharge according to ability for the particular job, but in cases where there is equality with regard to ability, then seniority will be observed.

c. Introduction of Change

i Employers duty to notify

- 1 Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be effected by the proposed changes and the union to which they belong.
- 2 “Significant effects” include termination of employment, major changes in the composition, operation or size of the employers workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

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

ii Employers duty to discuss change

- 1 The employer shall discuss with the employees affected and the union to which they shall belong, inter alia, the introduction of the changes referred to in subclause (c) of this clause, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the union in relation to the changes.
- 2 The discussion shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provision of paragraph (1) of this subclause and shall cover, inter alia, any reasons for the proposed termination, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination on the employees concerned.
- 3 For the purposes of the discussion, the employer shall, as soon as practicable, provide to the employees concerned and the union to which they belong, all relevant information about the proposed terminations, including the reasons for the proposed terminations, the number of workers normally employed and the period over which the terminations are likely to be carried out. Provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

d. Redundancy

i Discussions before terminations

Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing to be done by anyone pursuant to Sub Clause (c) (Introduction of Change) (ii) and that decision may lead to the termination of employment, the employer shall hold discussions with the employees directly affected and with the union to which they belong.

- ii The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provision of paragraph (i) of this subclause and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination on the employees concerned.
- iii For the purposes of the discussion, the employer shall, as soon as practicable, provide to the employees concerned and the union to which they belong, all relevant information about the proposed terminations, including the reasons for the proposed terminations, the number and categories of employees likely to be effected, and the number of workers normally employed and the period over which terminations are likely to be carried out. Provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

e. Termination of Employment

i Notice for Changes in Production, Programme, Organisation or Structure – this subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from production, programme, organisation or structure in accordance with Sub Clause 1.32.c (Introduction of Change).

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

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

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

3 Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

ii Notice for Technological Change – This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from “technology” in accordance with Sub Clause 1.32.c (Introduction of Change).

1 In order to terminate the employment of an employee the employer shall give to the employee three months notice of termination.

2 Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

3 The period of notice required by this subclause to be given shall be deemed to be service with the employer for the purpose of the *Long Service Leave Act 1955*, the *Annual Holidays Act 1944*, or any act amending or replacing either of these Acts.

iii Time Off During the Notice Period

1 During the notice of termination given by the employer, an employee shall be allowed up to one day’s time off without loss of pay during each week of notice, to a maximum of five weeks, for the purposes of seeking other employment.

2 If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof that attendance at an interview or the employee shall not receive payment for the time absent.

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

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

vi Notice to Centrelink – Where a decision has been made to terminate employees, the employer shall notify the Centrelink as soon as possible giving relevant information including the number of

categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

- vii Employment Separation Certificate – the employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an Employment Separation Certificate in the form required by the Department of Social Security.
- viii Transfer to Lower Paid Duties – Where an employee is transferred to lower paid duties for reasons set out in subclause (i) of clause 1.32.c, Introduction of Change, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee’s employment had been terminated, and the employer may at the employer’s option make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rates for the number of weeks of notice still owing.

f. Severance Pay

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

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

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

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

g. Savings Clause

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

CLAUSE 1.34 – TIME BOOKS AND TIME SHEETS

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

CLAUSE 1.35 – TRAINING, CAREER DEVELOPMENT AND TRAINEES

- a. The parties to this Consent Award recognise that in order to increase the efficiency, productivity and competitiveness of Broken Hill commerce and industry a greater commitment to training and skill development is required. Accordingly the parties commit themselves to:
 - i. Developing a more highly skilled and flexible workplace.
 - ii. Providing employees with career opportunities through appropriate training to acquire additional skills; and,
 - iii. Removing barriers to the utilisation of skills required.
- b. Provided that:
 - i. If training is undertaken at the employer's request during ordinary working hours the existing employee concerned shall not suffer any loss of ordinary pay,
 - ii. Any cost associated with standard fees for prescribed courses and prescribed textbooks (excluding those textbooks which are available in the employer's library) incurred in connection with the undertaking of training shall be reimbursed by the employer upon production of evidence of such expenditure. Reimbursement shall occur at the completion of the course/semester subject to presentation of reports of satisfactory results/progress.
 - iii. Travel costs incurred by an employee undertaking training in accordance with this clause which exceed those normally incurred in travelling to and from work shall be reimbursed by the employer.
 - iv. Employees are encouraged to undertake such training and retraining as required by the employer and employers are encouraged to give approval to employee's requests for training in relevant aspects of their industry.
 - v. New employees signed up under the State or National Training Scheme shall be paid the rate as prescribed in this award on the wage schedule at the end of each domestic section.
 - a. The weekly wage rate equals the appropriate percentage of the adult rate multiplied by "Y" multiplied by 39/52.
 - b. Where "Y" equals the adult rate prescribed in the Broken Hill Commerce & Industry Consent Award 2008, and where 39 represents the actual weeks spent on the job during a twelve month period of traineeship.
 - c. The wage rate determined by this calculation shall in no case be less than the minimum rate prescribed by the Australian Traineeship Guidelines.
 - d. Provided further that trainee rates shall be calculated in multiples of ten cents with any result of five cents or more being taken to the next highest ten cent multiple.

CLAUSE 1.36 – VEHICLES, EXPENSES, LICENCES

- a. Weekly Employees – Any employee required by an employer to provide at his own expense a bicycle, motor cycle, motor car or utility shall be paid an allowance as per General Allowances Schedule at the end of this section.

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 as per General Allowances Schedule at the end of this section
- b. If the employer provides a vehicle he shall pay the whole cost of the upkeep, registration, insurance and maintenance of running expenses.
- c. Where travelling expenses are incurred in the course of any employee's duties they will be paid by the employer.

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- d. Where an employee is required to drive a vehicle in the course of his employment the employer shall refund that employee with the cost of his drivers' licence, upon renewal for a period of one year.

CLAUSE 1.37 – WAGES POLICY AND PAYMENT

- a. The Broken Hill Chamber of Commerce, the Barrier Industrial Council and affiliated Unions will implement this Consent Award subject to the understanding that it is to be closed to any general community wage adjustments as may be handed down by the NSW Industrial Relations Commission, or any other applicable body, for the duration of this Consent Award except as provided in Clause 1.7.j
- b. However, with respect to movements in superannuation, the Chamber of Commerce commits to pass on all adjustments in accordance with the terms and conditions that may arise as a result of applicable legislation passed by the Commonwealth Government within the duration of this Consent Award.
- c. It is a term of this Consent Award that the Barrier Industrial Council and affiliated Unions undertake for the period of this Consent Award they will not pursue any extra claims as a result of any general community wage or conditions adjustments as may be determined outside of this Consent Award.
- d. Wages including overtime shall be paid weekly or fortnightly. Such payment shall be made in the employers' time.
- e. All wage variations will apply from the day such variation is granted irrespective of payment being made weekly or fortnightly.
- f. On the payment of any wages by an employer to an employee covered by this Consent Award, such employer shall indicate either by noting on the pay envelope by way of a statement in writing handed to the employee at the time of paying his or her wages how the pay is made up by including in such noting or statement such particulars as may be prescribed as regards the date of payment, the period covered thereby, the rate of wages, the number of hours worked, overtime payments and details of any deductions and other prescribed matters.
- g. The employer shall keep proper records to give this detail and employees must sign for their earnings.
- h. Electronic Funds Transfer is an acceptable method of payment, provided suitable arrangements are made by the employers and transfer costs are borne by the employers.

CLAUSE 1.38 – WORKING ROSTER

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

CLAUSE 1.39 – WORKPLACE FLEXIBILITY

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

CLAUSE 1.40 – STATE WAGE CASE

This clause is to give effect to the 2009 State Wage Case principles and the decision of the Commission. This clause is to be applied in a manner consistent with the decision of the Commission in that matter:

The rates of pay in this award include the adjustments payable under the State Wage Case 2009. 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.

The above clause will replace the offsetting clause inserted into awards pursuant to the principles determined in the State Wage Case 2008 decision.

GENERAL SCHEDULE OF ALLOWANCES

Effective from the first full pay period on or after 1 October 2009

Refer to Domestic Section for any other allowances

Item No.	Clause No.	Description of Allowance	Amount	
Item 1	1.9 3.7 6.8 16.9 11.3(d)	Broken Shift	4.74	per shift
Item 2	1.14(a) 11.14	First Aid allowance	7.73	per week
Item 3	1.22(c) (b) 1.22(c) (c) 3.8 (b) 3.8(c) 6.1(c) 7.1(c) 9.1(c) 22.1(c)	Overtime Meal Allowance	9.77	per meal
Item 4	1.27(d) 11.11(a)	Laundry Allowance	5.70	Per week
Item 5	1.35(a)	Bicycle Allowance	10.17	per week
Item 6	1.35(a)	Motor Cycle Allowance	31.03	per week
Item 7	1.35(a)	Motor Car Allowance under 2000cc	114.61	per week
Item 8	1.35(a)	Motor Car Allowance 2000cc and over	136.06	per week
Item 9	1.35(a)	Motor Car Allowance under 2000cc (casual employee)	.51	per km
Item 10	1.35(a)	Motor Car Allowance 2000cc and over (casual employee)	.57	per km
Item 11	19.3(b)	Fare Allowance	10.85	Per shift
Item 12	3.6	Additional Rates – Toilet Cleaning Allowance	8.13	Per week
Item 13	11.15(a)	Mixed Functions	13.53	Per shift or day

ANIMAL WELFARE

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

DEFINITIONS

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

CLAUSE 2.1 – HOURS OF LABOUR

- a. As of 1 July 1999 the ordinary hours of work shall not exceed thirty eight (38) per week, excluding meal breaks.
- b. If agreed between employer and employee, the ordinary hours can be averaged over a 12 week period, as per Section 22 (1) – Ordinary Working Hours in the *NSW Industrial Relations Act 1996*.
- c. An employee who works five (5) ordinary hours or more on any day shall be allowed on such day an unpaid meal break of one hour between the hours commencing not earlier than 11.30 am and finishing not later than 3 pm. Provided that where agreement between the employer and employee, a meal break of between thirty (30) minutes and one hour may apply. The meal break shall be given and taken so that no employee shall work more than five (5) consecutive hours without a meal break.
- d. Commencing and Ceasing Times
 - i Commencing Time
The commencing time of ordinary hours of work by employees shall be 7.30 am Monday to Saturday.
 - ii Ceasing Time
The times for cessation of the ordinary hours of work by employees shall be 8.00 pm Monday to Friday and 1.00 pm Saturday.
- e. Shift Penalties
Notwithstanding any other provision for ordinary hours within this Consent Award, an employee may be engaged to work ordinary hours as set out above as part of their ordinary hours roster, providing they are paid the following additional penalty:
 - i Monday to Friday (inclusive)
All ordinary hours worked after 6.00 pm Monday to Friday inclusive, 20%.
 - ii Saturday
All ordinary hours worked on Saturday, 25%.

CLAUSE 2.2 – WORKING ROSTER

Refer to General Clause 1.38

CLAUSE 2.3 – OVERTIME

Refer to General Clause 1.21

CLAUSE 2.4 - JUNIOR EMPLOYEES

- a. Junior Animal Nurses and Junior Animal Attendants shall be paid the appropriate adult rate of pay, provided that the minimum rates for juniors otherwise employed shall be at the following percentages of the appropriate adult rate, as the case may be, for 'all others & kennel cleaners':
 - Under 17 years 70%
 - At 17 years of age 80%
 - At 18 years of age 90%
 - At 19 years of age 100%
- b. Junior employees are to have structured training, internal and/or external, incorporated into their duties.

CLAUSE 2.3 – CASUAL EMPLOYEES

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

CLAUSE 2.4 – PART-TIME EMPLOYEES

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

- a. Not less than fifteen (15) hours per week.
- b. Part-time employees shall be paid a minimum of two (2) hours' pay for each day engaged.
- c. Part-time employees shall be paid the minimum rostered hours.
- d. All time worked in excess of eight (8) hours per day shall be overtime and paid for at the rate prescribed for other weekly employees.
- e. The hours of duty each day shall be worked continuously. Provided that an employee who is required to work longer than four (4) hours shall be granted a meal break of not less and not more than thirty (30) minutes.
- f. Part-time employees shall be paid hourly rates of pay calculated at one-thirty eighth (1/38) of the weekly rate plus 10%.
- g. Notwithstanding anything else contained in this Consent Award, the provisions of this Consent Award with respect to Annual Leave, Annual Leave Loading, Sick Leave, Long Service Leave, Compassionate Leave, Parental Leave and Holidays shall apply to part-time employees on a pro-rata basis for each employee.
- h. One month's notice is to be given to change an employee's employment from part-time to casual.
- i. Part-time employees may be asked to work full-time on a temporary basis to allow coverage for staff absences.

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

ANIMAL WELFARE WAGE SCHEDULE

Effective from the first full pay period on or after 1st October, 2009

Adult Employees	Weekly Rate	Full time Hourly	Part time Hourly	Casual Hourly
Animal Nurse	\$584.01	\$15.37	\$16.91	\$17.67
General Nurse	\$578.23	\$15.22	\$16.74	\$17.50
Animal Attendant	\$568.20	\$14.95	\$16.45	\$17.20
Food prep./Kennel Clean.	\$568.20	\$14.95	\$16.45	\$17.20
All Others	\$568.20	\$14.95	\$16.45	\$17.20

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

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

Bona Fide Trainee – 80% of the adult weekly rate or the Junior rate for the same Classification of the Traineeship being undertaken.

Junior Employees

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

Kennel Cleaner	%	Weekly Rate	Full time Hourly	Part time Hourly	Casual Hourly
Under 17 years of age	70	\$397.74	\$10.47	\$11.51	\$12.04
At 17 years of age	80	\$454.56	\$11.96	\$13.16	\$13.76
At 18 years of age	90	\$511.38	\$13.46	\$14.80	\$15.48
At 19 years of age	100	\$568.20	\$14.95	\$16.45	\$17.20
All Others					
Under 17 years of age	70	\$397.74	\$10.47	\$11.51	\$12.04
At 17 years of age	80	\$454.56	\$11.96	\$13.16	\$13.76
At 18 years of age	90	\$511.38	\$13.46	\$14.80	\$15.48
At 19 years of age	100	\$568.20	\$14.95	\$16.45	\$17.20

Penalty Rates

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

Monday to Friday after 6 pm – Time plus 20%

Saturday – Time plus 25%

Sunday – Double time

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

CLEANERS & CARETAKERS

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

CLAUSE 3.1 – HOURS OF LABOUR

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

CLAUSE 3.2 – CASUAL EMPLOYEES

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

CLAUSE 3.3 – PART-TIME EMPLOYEES

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

- a. Not less than twelve (12) hours per week and not in excess of thirty two (32) hours per week.
- b. Part-time employees shall be paid a minimum of two (2) hours' pay for each day engaged.
- c. Part-time employees shall be paid the minimum rostered hours.
- d. All time worked in excess of eight (8) hours per day shall be overtime and paid for at the rate prescribed for other weekly employees.
- e. The hours of duty each day shall be worked continuously. Provided that an employee who is required to work longer than four (4) hours shall be granted a meal break of not less and not more than thirty (30) minutes.
The meal break shall be excluded as time worked.
- f. Part-time employees shall be paid hourly rates of pay calculated at one-thirty eighth (1/38) of the weekly rate plus 10%.
The additional ten percent prescribed shall be regarded also as ordinary wages for the payment of annual leave, sick leave and work not performed on a holiday.

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

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

CLAUSE 3.4 – WORKING ROSTER

Refer to Clause 1.38

CLAUSE 3.5 – WEEKEND PENALTY

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

CLAUSE 3.6 – ADDITIONAL RATES

An employee required to work in lavatories, or on outside marble or outside brass, or required to scrub marble, terrazzo, rubber floor coverings, corridors or stairs which necessitate the employee kneeling, shall be paid the amount at Item 12 - General Schedule of Allowances.

CLAUSE 3.7 – BROKEN SHIFTS

Refer to Clause 1.9

CLAUSE 3.8 – MEAL BREAKS

- a. When working overtime, i.e. time worked outside the ordinary hours or shift, employees shall not work more than four hours continuously without being allowed thirty (30) minutes for a meal break at overtime rates, provided that where overtime is worked immediately preceding or following the ordinary hours or shift in excess of one and one half hours they shall be entitled to a meal break of thirty minutes at overtime rates.
- b. An employee required to work overtime in excess of one and one half hours shall either be supplied with a meal by the employer or paid the amount at Item 3- General Schedule of Allowances
- c. If an employee has provided a meal and is not required to work overtime or is required to work less than the time advised, he shall be paid the amount at Item 3- General Schedule of Allowances for the meal so provided.

CLAUSE 3.9 – OVERTIME

Refer to clause 1.21

CLEANERS & CARETAKERS WAGES SCHEDULE

Effective from first full pay period on or after 1st October 2009

	Weekly rate	Full time/ hourly	Part time/ hourly	Casual/hourly
Caretaker	\$633.02	\$16.66	\$18.32	\$19.16
Cleaner	\$602.16	\$15.85	\$17.43	\$18.22

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.

Bona Fide Trainee – 80% of the adult weekly rate or the Junior rate for the same Classification of the Traineeship being undertaken.

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.

CLERKS

TERMS AND CONDITIONS OF EMPLOYMENT

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

CLAUSE 4.1 – ANNUAL LEAVE

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

CLAUSE 4.2 – LONG SERVICE LEAVE

Please refer to General Clauses, Clause 1.17 – Long Service Leave.

CLAUSE 4.3 – AREA, INCIDENCE AND DURATION

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

CLERKS WAGE SCHEDULE

Effective from the first full pay period on or after 30th July 2009

GRADE	WEEKLY RATE	PART TIME	CASUAL 20%	CASUAL (Inc Holiday Pay)
Grade 1	615.81	\$16.21	\$19.45	\$21.52
Grade 2	638.16	\$16.79	\$20.15	\$22.30
Grade 3	674.18	\$17.74	\$21.29	\$23.55
Grade 4	718.77	\$18.91	\$22.70	\$25.11
Grade 5	783.56	\$20.62	\$24.74	\$27.38

JUNIOR RATES

Equivalent to Grade 3 or above (qualified computer operator)

AGE	WEEKLY RATE	PART TIME	CASUAL	CASUAL (inc Holiday Pay)
At 17 years	326.70	8.60	10.32	11.41
At 18 years	395.52	10.41	12.49	13.82
At 19 years	449.84	11.84	14.21	15.72
At 20 years	528.21	13.90	16.68	18.45

ALL OTHER JUNIORS

AGE	WEEKLY RATE	PART TIME	CASUAL	CASUAL (inc Holiday Pay)
Under 17 years	255.07	6.71	8.05	8.91
At 17 years	315.18	8.29	9.95	11.01
At 18 years	382.69	10.07	12.09	13.37
At 19 years	431.71	11.36	13.63	15.08
At 20 years	505.12	13.29	15.95	17.65

Casual Loading – 20% with a minimum payment of 4 hours plus 5/47ths Holiday Pay

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

Bona Fide Trainee – 80% of the adult weekly rate or the Junior rate for the same Classification of the Traineeship being undertaken.

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

CLOTHING TRADES

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

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

CLAUSE 5.1 – CLASSIFICATIONS

- a. Seamstress
- b. Cutter and Patternmaker
- c. Tradesperson

CLAUSE 5.2 – HOURS OF LABOUR

- a. As of 1 July 1999 the ordinary hours of work shall not exceed thirty eight (38) per week, excluding meal breaks and within the following hours:
- b. Commencing and Ceasing Times
 - i Commencing Time
The commencing time of ordinary hours of work by employees shall be 6.00 am Monday to Friday, and 8.00 am Saturday.
 - ii Ceasing Time
The times for cessation of the ordinary hours of work by employees shall be 6.00 pm Monday to Saturday inclusive.
- c. If agreed between employer and employee, the ordinary hours can be averaged over a 12 week period, as per Section 22 (1) – Ordinary Working Hours in the *NSW Industrial Relations Act 1996*.
- d. An employee who works five (5) ordinary hours or more on any day shall be allowed on such day an unpaid meal break of one hour between the hours commencing not earlier than 11.30 am and finishing not later than 3 pm. Provided that where agreement between the employer and employee, a meal break of between thirty (30) minutes and one hour may apply. The meal break shall be given and taken so that no employee shall work more than five (5) consecutive hours without a meal break.

CLAUSE 5.3 – ROSTER

Refer to Clause 1.38

CLAUSE 5.4 – OVERTIME

Refer to Clause 1.21

CLAUSE 5.5 – APPRENTICES AND JUNIOR EMPLOYEES

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

	First 6 months	Second 6 months
1st year	50%	55%
2nd year	60%	65%

3rd year	70%	75%
4th year	80%	85%

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

Period of Continuous Service	Period of Notice
16 years and under	50%
At 17 years	60%
At 18 years	69%
At 19 years	75%
At 20 years	85%

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

CLAUSE 5.6 – CASUAL EMPLOYEES

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

CLAUSE 5.7 – PART-TIME EMPLOYEES

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

- a. Not less than twelve (12) hours per week.
- b. Not in excess of eight (8) hours per day.
- c. Part-time employees shall be paid the minimum rostered hours.
- d. The hours of duty each day shall be worked continuously. Provided that an employee who is required to work longer than four (4) hours shall be granted an un-paid meal break of not less and not more than thirty (30) minutes.
- e. Part-time employees shall be paid hourly rates of pay calculated at one-thirty eighth (1/38) of the weekly rate.
- f. Notwithstanding anything else contained in this Consent Award, the provisions of this Consent Award with respect to Annual Leave, Annual Leave Loading, Sick Leave, Long Service Leave, Compassionate Leave, Parental Leave and Holidays shall apply to part-time employees on a pro-rata basis for each employee.
- g. One month's notice is to be given to change an employee's employment from part-time to casual.

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

CLAUSE 5.8 – WEEKEND PENALTY

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

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

CLOTHING TRADES WAGES SCHEDULE

Effective from the first full pay period on or after 1st October 2009

	Weekly Rate	Full time/hourly	Part time/hourly	Casual/hourly
Seamstress	\$606.83	\$15.97	\$15.97	\$19.96
Cutter & Pattern Maker	\$648.64	\$17.07	\$17.07	\$21.34
Tradesperson	\$691.99	\$18.21	\$18.21	\$22.76

Apprentices % Tradesperson rate	%	Weekly Rate
1 st year - 1 st 6 months	50	\$345.99
2 nd 6 months	55	\$380.59
2 nd year - 1 st 6 months	60	\$415.19
2 nd 6 months	65	\$449.79
3 rd year - 1 st 6 months	70	\$484.39
2 nd 6 months	75	\$518.99
4 th year - 1 st 6 months	80	\$553.59
2 nd 6 months	85	\$588.19

Junior rates of pay % of Seamstress rate	%	Weekly Rate
16 years & under	50	\$303.41
At 17 years	60	\$364.10
At 18 years	69	\$418.71
At 19 years	75	\$455.12
At 20 years	85	\$515.80

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

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

Bona Fide Trainee – 80% of the adult weekly rate or the Junior rate for the same Classification of the Traineeship being undertaken.

Penalty Rates: Saturday – Time plus 25% Sunday – Double time. Overtime shall be paid at time and one half for the first 2 hours and double time thereafter.

FURNISHING TRADES

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

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

DEFINITIONS

- a. A tradesperson shall mean a person who has completed an apprenticeship in a recognised trade and has been issued with a trade certificate.
- b. A Journeyperson shall be deemed to be equivalent to a tradesperson who:
 - i is deemed to possess relevant industry experience and skills and adequate training, pursuant to Part V – Recognition of Other Trade Qualifications of the *Industrial & Commercial Training Act 1989* and as such issued a craft certificate or a certificate of proficiency by the NSW Vocational Training Authority which deems the person to be adequately trained to pursue a particular trade.
 - ii has been awarded a craftsperson certificate by any other like Vocational Training Authority in any other State.
- c. Indentured Apprentice means a worker who is serving a period of training under an indenture for the purpose of rendering the worker fit to be qualified in a trade.
- d. Adult Apprentice means a worker engaged as an apprentice who at the time of establishment of the apprenticeship is of or above the age of 21 years.
- e. Display Making
 - i Display Maker means an employee (other than a journeyman as defined above) wholly or partly engaged on any operation and/or installation of display materials or exhibition stands including point of sale materials and merchandising devices and panelling or showroom stock fixtures.
 - ii Assistant Display Maker means an adult worker wholly or partly engaged in cutting, jigsaw cutting, fitting up and/or assembling, laying of carpet, carpet tiles, seagrass, painting, covering, staining, spraying, polishing, rolling, moulding, vacuum forming, wire bending, machining, die cutting, and/or any other composition either of wood, metal or other construction and in any other process connected with display work.
 - iii General Hand means an adult employee who is otherwise engaged in the industry and performs not more than three of the functions specified in e.ii. Assistant Display Maker of this clause under direct supervision.
- f. Furnishing Trades

Tradesperson/Journeyman shall mean an employee as defined engaged in:

 - i Cabinetmaking, upholstery and/or polishing and employed by retail stores, and in polishing and employed by contract polishers.
 - ii Carpet or floor covering cutting, planning, measuring, laying or machining.
 - iii Other adult employees shall mean such employees engaged in:
 - 1 Soft furnishing, loose cover and/or furnishing drapery cutting.
 - 2 Soft furnishing and/or furnishing drapery fixing and who may be required to measure up.
 - 3 Making and/or cutting or measuring or fixing inside window blinds other than venetian blinds.
 - iv Adult employees other than a Tradesperson/Journeyman:
 - 1 First year of experience.
 - 2 Second year of experience.
 - 3 Thereafter.

g. Picture Frame Makers

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

CLAUSE 6.1 – HOURS OF LABOUR

- a. As of 1 July 1999 the ordinary hours of work shall not exceed thirty eight (38) per week, excluding meal breaks, but shall be worked between the hours of 6.00am and 6.00pm, Monday to Friday.
- b. The starting and ceasing times shall be fixed by the individual employer to suit the circumstance of the particular business. The starting and ceasing times having been fixed under this clause, no alteration shall be made except by mutual agreement of the parties.
- c. The meal time shall be one half hour to be taken between 12.00 noon and 2.00 pm
If any employee is not allowed to take his meal break at the appointed time, overtime shall be paid for one half hour and for the meal.
- d. If agreeable between employer and employee, the ordinary working hours can be averaged over a 12 week period, as per Section 22 – Ordinary Working Hours in the *NSW Industrial Relations Act 1996*.

CLAUSE 6.2 – CASUAL EMPLOYEES

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

CLAUSE 6.3 – PART-TIME EMPLOYEES

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

- a. Not less than twelve (12) hours per week and not in excess of thirty (30) hours per week.
- b. Part-time employees shall work a minimum of two (2) days and a maximum of five (5) days per week.
- c. Part-time employees shall be paid the minimum rostered hours.
- d. All time worked in excess of rostered hours per day shall be overtime and paid for at the rate prescribed for other weekly employees.

- e. The hours of duty each day shall be worked continuously. Provided that an employee who is required to work longer than four (4) hours shall be granted an unpaid meal break of not less and not more than thirty (30) minutes.
- f. Part-time employees shall be paid hourly rates of pay calculated at one-thirty eighth (1/38) of the weekly rate.
- g. The provisions of this Consent Award with respect to Annual Leave, Annual Leave Loading, Sick Leave, Long Service Leave, Compassionate Leave, Parental Leave and Holidays shall apply on a pro-rata basis to part-time employees.
- h. One month's notice is to be given to change an employee's employment from part-time to casual.
- i. Part-time employees may be asked to work full-time on a temporary basis to allow coverage for staff absences.

CLAUSE 6.4 – OVERTIME

Refer to Clause 1.21

CLAUSE 6.5 – APPRENTICES AND JUNIOR EMPLOYEES

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

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

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

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

CLAUSE 6.6 – WORKING ROSTER

Refer to Clause 1.38

CLAUSE 6.7 – WEEKEND PENALTY

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

CLAUSE 6.8 – BROKEN SHIFTS

Refer to Clause 1.9

FURNISHING TRADES WAGES SCHEDULE

Effective from the first full pay period on or after 1st October, 2009

FURNISHING	Weekly rate	Part time	Casual
Tradesperson / Journeyman	\$691.49	\$17.70	\$20.36
Other adult employees as defined engaged in:			
Soft furnishings, etc. – cutting	\$669.19	\$17.13	\$19.70
Soft furnishing fixing, measuring	\$654.95	\$16.77	\$19.29
Making etc. window blinds other than venetian blinds	\$643.11	\$16.46	\$18.93
Adult employees other than tradesperson/Journeyman			
First year of experience	\$591.94	\$15.15	\$17.43
Second year of experience	\$614.95	\$15.74	\$18.10
Thereafter	\$635.36	\$16.26	\$18.70

Bona Fide Trainee – 80% of the adult weekly rate or the Junior rate for the same Classification of the Traineeship being undertaken.

APPRENTICES	%	Weekly rate
1 st year – Junior	51	\$352.66
– Adult	61	\$421.81
2 nd Year – Junior	60	\$414.90
– Adult	65	\$449.47
3 rd year – Junior	75	\$518.62
– Adult	75	\$518.62
4 th year – Junior	90	\$622.35
– Adult	90	\$622.35

DISPLAY MAKING	Weekly rate	Part time	Casual
Display maker	\$686.47	\$18.06	\$20.77
Assistant display maker	\$627.27	\$16.51	\$18.98
General hand	\$575.98	\$15.16	\$17.43
Picture Frame Worker 1	\$663.22	\$17.45	\$20.07
Picture Frame Worker 2	\$640.57	\$16.86	\$19.39
Picture Frame Worker 3	\$605.01	\$15.92	\$18.31
Picture Frame Worker 4	\$589.79	\$15.52	\$17.85

JUNIORS

Furnishing trades	%	Weekly	Part time	Casual
Under 16 years	35	\$215.23	\$5.66	\$6.51
At 16 years	43	\$264.43	\$6.96	\$8.00
At 17 years	51	\$313.62	\$8.25	\$9.49
At 18 years	61	\$375.12	\$9.87	\$11.35
At 19 Years	75	\$461.21	\$12.14	\$13.96
At 20 years	88	\$541.16	\$14.24	\$16.38
Display Makers				
Under 16 years	32	\$219.67	\$5.78	\$6.65
At 16 years	39	\$267.72	\$7.05	\$8.10
At 17 years	46	\$315.78	\$8.31	\$9.56
At 18 years	55	\$377.56	\$9.94	\$11.43
At 19 years	68	\$466.80	\$12.28	\$14.13
At 20 years	79	\$542.31	\$14.27	\$16.41
Picture Frame Maker				
Under 16 years	31	\$205.60	\$5.41	\$6.22
At 16 years	37	\$245.39	\$6.46	\$7.43
At 17 years	45	\$298.45	\$7.85	\$9.03
At 18 years	53	\$351.51	\$9.25	\$10.64
At 19 years	67	\$444.36	\$11.69	\$13.45
At 20 years	79	\$523.95	\$13.79	\$15.86

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

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

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

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

GARDENERS

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

DEFINITIONS

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

CLAUSE 7.1 – HOURS OF LABOUR

- a. As of 1 July 1999 the ordinary hours of work shall not exceed thirty eight (38) per week, excluding meal breaks. The hours shall be worked between the hours of 6.00 am and 6.00 pm, Sunday to Saturday inclusive.
- b. The starting and ceasing times shall be fixed by the individual employer to suit the circumstance of the particular business. The starting and ceasing times having been fixed under this clause, no alteration shall be made except by mutual agreement of the parties.
- c. The meal time shall be one half hour to be taken between 12.00 noon and 2.00 pm
If any employee is not allowed to take his meal break at the appointed time, overtime shall be paid for one half hour and for the meal.
- d. If agreeable between employer and employee, the ordinary working hours can be averaged over a 12 week period, as per Section 22 – Ordinary Working Hours in the *NSW Industrial Relations Act 1996*.

CLAUSE 7.2 – CASUAL EMPLOYEES

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

CLAUSE 7.3 – PART-TIME EMPLOYEES

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

- a. Not less than twelve (12) hours per week and not in excess of thirty two (32) hours per week.
- b. Part-time employees shall work a minimum of two (2) hours' pay for each day engaged.
- c. Part-time employees shall be paid the minimum rostered hours.
- d. All time worked in excess of eight hours per day shall be overtime and paid for at the rate prescribed for other weekly employees.

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- e. The hours of duty each day shall be worked continuously. Provided that an employee who is required to work longer than four (4) hours shall be granted an unpaid meal break of not less and not more than thirty (30) minutes.
 - f. Part-time employees shall be paid hourly rates of pay calculated at one-thirty eighth (1/38) of the weekly rate.
 - g. The provisions of this Consent Award with respect to Annual Leave, Annual Leave Loading, Sick Leave, Long Service Leave, Compassionate Leave, Parental Leave and Holidays shall apply on a pro-rata basis to part-time employees.
 - h. One month's notice is to be given to change an employee's employment from part-time to casual.
 - i. Part-time employees may be asked to work full-time on a temporary basis to allow coverage for staff absences.

CLAUSE 7.4 – WEEKEND PENALTY

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

CLAUSE 7.5 – OVERTIME

Refer to Clause 1.21

CLAUSE 7.6 – APPRENTICES AND JUNIOR EMPLOYEES

- a. The apprentice provisions contained in this Consent Award are pursuant to the *Apprenticeship and Traineeship Act 2001, Part 2 Division 1 (4)*.
- b. The minimum wages payable to apprentices and probationers shall be the following percentages of the wage prescribed for an adult Propagator and/or Gardener with a certificate under this Consent Award.

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

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

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

GARDENERS WAGES SCHEDULE

Effective from the first full pay period on or after 1st October, 2009
Hours of work shall not exceed 38 hours per week excluding meal break

Propagator &/or Gardener	Weekly rate	Part time	Casual
Adult employee with certificate	\$626.24	\$16.48	\$18.95
Adult employee without certificate	\$611.05	\$12.11	\$18.49
Adult employee - general garden hand	\$586.63	\$11.51	\$17.75

Apprentices	%	Weekly rate
1st year	55	\$344.43
2nd year	65	\$407.05
3rd year	75	\$469.68
4th year	90	\$563.62

JUNIOR RATES	%	Weekly rate	Part time	Casual
Gardener without certificate				
18 years and under	80	\$488.84	\$12.86	\$14.79
At 19 years	90	\$549.95	\$14.47	\$16.64
At 20 years	100	\$611.05	\$16.08	\$18.49
General Garden hand				
18 years and under	80	\$469.30	\$12.35	\$14.20
At 19 years	90	\$527.97	\$13.89	\$15.98
At 20 years	100	\$586.63	\$15.44	\$17.75

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

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

Bona Fide Trainee – 80% of the adult weekly rate or the Junior rate for the same Classification of the Traineeship being undertaken.

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

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

Penalty rates: Saturday – Time plus 50% Sunday – Double time. Overtime – Time and one half for the first 2 hours and double time thereafter.

HAIRDRESSERS

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

DEFINITIONS

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

CLAUSE 8.1 – HOURS OF LABOUR

- a. As of 1 July 1999 the ordinary hours of work shall not exceed thirty eight (38) per week, excluding meal breaks.
- b. If agreed between employer and employee, the ordinary hours can be averaged over a 12 week period, as per Section 22 (1) – Ordinary Working Hours in the *NSW Industrial Relations Act 1996*.
- c. An employee who works five (5) ordinary hours or more on any day shall be allowed on such day an unpaid meal break of one hour between the hours commencing not earlier than 11.30 am and finishing not later than 3 pm.
- d. Hairdresser trading hours under this Consent Award shall be:
 - i Commencing Time
The commencing time of ordinary hours of work by employees shall be 8.00 am Monday to Saturday.
 - ii Ceasing Time
The times for cessation of the ordinary hours of work by employees shall be 9.00 pm Monday to Friday and 6.00 pm Saturday.
- e. All employees shall be entitled to at least 12 hours rest break between the cessation of one day's work and the commencement of the next day's work.
- f. Shift Penalties
Notwithstanding any other provision for ordinary hours within this Consent Award, an employee may be engaged to work ordinary hours as set out below as part of their ordinary hours roster, providing they are paid the following additional penalty
 - i All ordinary hours worked after 6.00 pm Monday to Friday inclusive, 25%.
 - ii All ordinary hours worked on Saturday, 25%.

CLAUSE 8.2 – ROSTER

Refer to Clause 1.38

Note: Employees already employed on 27 July 1994, may elect not to work on Saturdays between the hours of 12.30 pm and 6.00 pm or week nights between the hours of 6.00 pm and 9.00 pm as part of their ordinary time rostered hours.

All employees employed after 27 July 1994, shall be eligible to be rostered during any ordinary working period.

CLAUSE 8.3 – OVERTIME

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

CLAUSE 8.4 – APPRENTICES AND JUNIOR EMPLOYEES

- a. The apprentice provisions contained in this Consent Award are pursuant to the *Apprenticeship and Traineeship Act 2001, Part 2 Division 1 (4)*.
- b. The minimum wages payable to apprentices and probationers doing ladies' hairdressing and/or men's hairdressing and wigmaking or board work generally, shall be the following percentages of the wage prescribed for an adult hairdresser under this Consent Award.

1st year	40%
2nd year	55%
3rd year	70%
4th year	85%
- c. The minimum wages payable to apprentices and probationers and who have completed one year's pre-apprenticeship course in hairdressing provided by the Department of Technical and Further Education shall be the following percentages of the wage prescribed for an adult hairdresser under this Consent Award.

2nd year (first 6 months only)	55%
3rd year	70%
4th year	85%
- d. The minimum wages payable to apprentices or probationers doing beauty culture shall be the following percentages of the wage prescribed for a beautician under this Consent Award.

1st year	40%
2nd year	55%
3rd year	70%
4th year	85%
- e. A Salon Assistant under 21 years of age shall be paid the following percentages of the wage prescribed for a Salon Assistant of 21 years and over.

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

CLAUSE 8.5 – TOOLS OF TRADE

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

CLAUSE 8.6 – CASUAL EMPLOYEES

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

CLAUSE 8.7 – PERMANENT PART-TIME EMPLOYEES

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

CLAUSE 8.8 – WEEKEND PENALTY

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

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

HAIRDRESSERS WAGE SCHEDULE

Effective from the first full pay period on or after 1st October 2009

HAIRDRESSERS	Weekly Rate	Full time/hourly	Part time/hourly time + 10%	Casual/hourly time + 25%
Male/Female Senior	\$671.99	\$17.68	\$19.45	\$22.11

APPRENTICES	%	Weekly Rate
1 st year	40	\$268.80
2 nd year	55	\$369.60
3 rd year	70	\$470.40
4 th year	85	\$571.20

APPRENTICES with 1 year pre apprenticeship course	%	Weekly Rate
2nd Year (first 6 months only)	55	\$369.60
3rd year	70	\$470.40
4th year	85	\$571.20

SALON ASSISTANT	%	Weekly Rate	Full time/hourly	Part time/ hourly time + 10%	Casual/hourly time + 25%
Senior operator		\$632.22	\$16.64	\$18.30	\$20.80
Juniors					
Under 16 years	40	\$252.89	\$6.65	\$7.32	\$8.32
At 16 years	50	\$316.11	\$8.32	\$9.15	\$10.40
At 17 years	60	\$379.33	\$9.98	\$10.98	\$12.48
At 18 years	70	\$442.55	\$11.65	\$12.81	\$14.56
At 19 years	80	\$505.78	\$13.31	\$14.64	\$16.64
At 20 years	90	\$569.00	\$14.97	\$16.47	\$18.72

BEAUTY THERAPIST	%	Weekly Rate	Full time/hourly	Part time/ hourly time + 10%	Casual/hourly time + 25%
Senior operator		\$628.06	\$16.53	\$18.18	\$20.66
Juniors					
At 17 years	40	\$251.22	\$6.61	\$7.27	\$8.26
At 18 years	55	\$345.43	\$9.09	\$10.00	\$11.36
At 19 years	70	\$439.64	\$11.57	\$12.73	\$14.46
At 20 years	85	\$533.85	\$14.05	\$15.45	\$17.56

Bona Fide Trainee – 80% of the adult weekly rate or the Junior rate for the same Classification of the Traineeship being undertaken.

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

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

Saturday – time plus 25%

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

HANDYPERSONS & TOWN LABOURERS

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

DEFINITIONS

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

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

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

CLAUSE 9.1 – HOURS OF LABOUR

- a. As of 1 July 1999 the ordinary hours of work shall not exceed thirty eight (38) per week, excluding meal breaks. The hours shall be worked between the hours of 6.00 am and 6.00 pm, Sunday to Saturday inclusive.
- b. The starting and ceasing times shall be fixed by the individual employer to suit the circumstance of the particular business. The starting and ceasing times having been fixed under this clause, no alteration shall be made except by mutual agreement of the parties.
- c. The meal time shall be one half hour to be taken between 12.00 noon and 2.00 pm
If any employee is not allowed to take his meal break at the appointed time, overtime shall be paid for one half hour and the amount at Item 3 – General Schedule of Allowances, for the meal.
- d. If agreeable between employer and employee, the ordinary working hours can be averaged over a 12 week period, as per Section 22 – Ordinary Working Hours in the *NSW Industrial Relations Act 1996*.

CLAUSE 9.2 – CASUAL EMPLOYEES

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

CLAUSE 9.3 – PART-TIME EMPLOYEES

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

- a. Not less than twelve (12) hours per week and not in excess of thirty two (32) hours per week.
- b. Part-time employees shall work a minimum of two (2) hours' pay for each day engaged.
- c. Part-time employees shall be paid the minimum rostered hours.
- d. All time worked in excess of seven point six hours per day shall be overtime and paid for at the rate prescribed for other weekly employees.

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- e. The hours of duty each day shall be worked continuously. Provided that an employee who is required to work longer than four (4) hours shall be granted an unpaid meal break of not less and not more than thirty (30) minutes.
 - f. Part-time employees shall be paid hourly rates of pay calculated at one-thirty eighth (1/38) of the weekly rate.
 - g. The provisions of this Consent Award with respect to Annual Leave, Annual Leave Loading, Sick Leave, Long Service Leave, Compassionate Leave, Parental Leave and Holidays shall apply on a pro-rata basis to part-time employees.
 - h. One month's notice is to be given to change an employee's employment from part-time to casual.
 - i. Part-time employees may be asked to work full-time on a temporary basis to allow coverage for staff absences.

CLAUSE 9.4 – WEEKEND PENALTY

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

CLAUSE 9.5 – OVERTIME

Refer to Clause 1.21

HANDYPERSONS & TOWN LABOURERS WAGE SCHEDULE

Effective from the first full pay period on or after 1st October 2009.

	Weekly Rate	Part time hourly rate	Casual hourly rate time + 15%
Handyperson	\$652.75	\$17.18	\$19.75
Town Labourer	\$595.50	\$15.67	\$18.02

JUNIOR RATES – TOWN LABOURER	%	Weekly Rate	Part time/ hourly	Casual/ hourly
Under 16 years	60	\$357.30	\$9.40	\$10.81
At 16 years	70	\$416.85	\$10.97	\$12.62
At 17 years	80	\$476.40	\$12.54	\$14.42
At 18 years	100	\$595.50	\$15.67	\$18.02

Bona Fide Trainee – 80% of the adult weekly rate or the Junior rate for the same Classification of the Traineeship being undertaken.

Penalty rates

Saturday – Time plus 50%

Sunday – double time

HOTELS

TERMS AND CONDITIONS OF EMPLOYMENT

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

CLAUSE 10.1 – ANNUAL LEAVE

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

CLAUSE 10.2 – LONG SERVICE LEAVE

Please refer to General Clauses, Clause 1.17 – Long Service Leave.

CLAUSE 10.3 – AREA, INCIDENCE AND DURATION

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

HOTELS WAGE SCHEDULE – FULL TIME EMPLOYEES

Effective from the first full pay period on or after 1st October 2009

Classifications	Weekly	Mon – Fri	Saturday	Sunday	Pub Hols
		/38	*1.25	*1.75	*2.5
Introductory Level	573.90	15.10	18.88	26.43	37.76
Food & Beverage Att Gd 1 (bar useful) Guest Service Gd 1 (cleaner) Kitchen Attendant Gd 1	591.76	15.57	19.47	27.25	38.93
Clerical Gr 1 Cook Gd 1 (breakfast, grill cook) Doorperson & Security Officer Gd 1 Food & Beverage Att Gd 2 (bar attendant) Front Office Gr 1 Guest Service Gd 2 (room attendant) Kitchen Attendant Gd 2 Leisure Att Gd 1 Storeperson Gd 1	618.59	16.28	20.35	28.49	40.70
Clerical Gr 2 Cook Gd 2 Food & Beverage Att Gd 3 (TAB, pokies) Forklift driver Front Office Gr 2 Guest Service Gd 3 Handyperson Kitchen Attendant Gd 3 Leisure Att Gd 2 Storeperson Gd 2 Timekeeper & Security Officer Gd 2	638.16	16.79	20.99	29.39	41.98
Cook Gd 3 (commis chef, qualified chef) Storeperson Gd 3 Clerical Gr 3 Food & Beverage Att Gd 4 Front Office Gr 3 Guest Service Gd Leisure Att Gd 3	674.18	17.74	22.18	31.05	44.35
Clerical Supervisor Cook Gd 4 (demi chef, first cook) Guest Service Supervisor Food & Beverage Supervisor Front Office Supervisor	718.77	18.91	23.64	33.10	47.29
Cook Gd 5 (chef de partie)	738.98	19.45	24.31	34.03	48.62
Persons not otherwise provided for	591.76	15.57	19.47	27.25	38.93

Bona Fide Trainee – 80% of the adult weekly rate or the Junior rate for the same Classification of the Traineeship being undertaken.

HOTELS WAGE SCHEDULE – PART TIME EMPLOYEES

Effective from the first full pay period on or after 1st October 2009

Classifications	Mon – Fri	Saturday	Sunday	Pub Hols
	/38	*1.25	*1.75	*2.5
Introductory Level	15.10	18.88	26.43	37.76
Food & Beverage Att Gd 1 (bar useful) Guest Service Gd 1 (cleaner) Kitchen Attendant Gd 1 Persons not otherwise provided for	15.57	19.47	27.25	38.93
Clerical Gr 1 Cook Gd 1 (breakfast, grill cook) Doorperson & Security Officer Gd 1 Leisure Att Gd 1 Food & Beverage Att Gd 2 (bar attendant) Front Office Gr 1 Guest Service Gd 2 (room attendant) Storeperson Gd 1 Kitchen Attendant Gd 2	16.28	20.35	28.49	40.70
Clerical Gr 2 Cook Gd 2 Food & Beverage Att Gd 3 (TAB, pokies) Forklift driver Front Office Gr 2 Guest Service Gd 3 Handyperson Kitchen Attendant Gd 3 Storeperson Gd 2 Timekeeper & Security Officer Gd 2 Leisure Att Gd 2	16.79	20.99	29.39	41.98
Clerical Gr 3 Cook Gd 3 (commis chef, qualified chef) Food & Beverage Att Gd 4 Front Office Gr 3 Guest Service Gd 4 Leisure Att Gd 3 Storeperson Gd 3	17.74	22.18	31.05	44.35
Clerical Supervisor Cook Gd 4 (demi chef, first cook) Guest Service Supervisor Front Office Supervisor Food & Beverage Supervisor	18.91	23.64	33.10	47.29
Cook Gd 5 (chef de partie)	19.45	24.31	34.03	48.62

HOTELS WAGE SCHEDULE – CASUAL EMPLOYEES

Effective from the first full pay period on or after 1st October 2009

Classifications	Base rate	Mon – Fri	Saturday	Sunday	Pub Hols
	1/38th	*1.25	*1.50	*1.75	*2.75
Introductory Level	15.10	18.88	18.88	26.43	37.76
Food & Beverage Att Gd 1 (bar useful) Guest Service Gd 1 (cleaner) Kitchen Attendant Gd 1 Persons not otherwise provided for	15.57	19.47	19.47	27.25	38.93
Clerical Gr 1 Cook Gd 1 (breakfast, grill cook) Doorman & Security Officer Gd 1 Food & Beverage Att Gd 2 (bar attendant) Front Office Gr 1 Guest Service Gd 2 (room attendant) Kitchen Attendant Gd 2 Leisure Att Gd 1 Storeperson Gd 1	16.28	20.35	20.35	28.49	40.70
Kitchen Attendant Gd 3 Food & Beverage Att Gd 3 (TAB, pokies)	16.79	20.99	20.99	29.39	41.98
Clerical Gr 2 Cook Gd 2 Forklift driver Front Office Gr 2 Guest Service Gd 3 Handyperson Leisure Att Gd 2 Storeperson Gd 2 Timekeeper & Security Officer Gd 2	17.74	22.18	22.18	31.05	44.35
Clerical Gr 3 Food & Beverage Att Gd 4 Front Office Gr 3 Guest Service Gd 4 Leisure Att Gd 3 Cook Gd 3 (commis chef, qualified chef) Storeperson Gd 3	18.91	23.64	23.64	33.10	47.29
Clerical Supervisor Cook Gd 4 (demi chef, first cook) Guest Service Supervisor Food & Beverage Supervisor Front Office Supervisor	19.45	24.31	24.31	34.03	48.62
Cook Gd 5 (chef de partie)	15.10	18.88	18.88	26.43	37.76

APPRENTICE % of LEVEL 4 - Cook grade 3 is as follows;

APPRENTICES	%	Weekly Rate
1 st year	55%	\$370.80
2 nd year	65%	\$438.22
3 rd year	80%	\$539.35
4 th year	95%	\$640.47

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	%
At 17 years of age and under	70
At 18 years of age	80
At 19 years of age	90
At 20 years of age	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	1 st year adult service

Bona Fide Trainee – 80% of the adult weekly rate or the Junior rate for the same Classification of the Traineeship being undertaken.

Refer to Allowance Schedule for rates.

KINDERGARTEN & CHILD CARE CENTRES

THIS SECTION HAS BEEN REMOVED FROM THE BROKEN HILL COMMERCE & INDUSTRY
AWARD IN 2008

MEAT INDUSTRY (PROCESSING)

TERMS AND CONDITIONS OF EMPLOYMENT

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

CLAUSE 12.1 – ANNUAL LEAVE

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

CLAUSE 12.2 – LONG SERVICE LEAVE

Please refer to General Clauses, Clause 1.17 – Long Service Leave.

CLAUSE 12.3 – AREA, INCIDENCE AND DURATION

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

MEAT INDUSTRY (PROCESSING) WAGES SCHEDULE

Effective from the first full pay period on or after 1st October, 2009

Adult employees	Weekly Rate	Hourly Rate	Casual Rate 120%
Level 6	674.18	17.74	21.29
Level 5	645.75	16.99	20.39
Level 4	631.53	16.62	19.94
Level 3	619.45	16.30	19.56
Level 2	603.62	15.88	19.06
Level 1	573.90	15.10	18.12

Junior employees	Age	%	Weekly Rate	Hourly Rate
Level 6	Under 17 years	50	337.09	8.87
	17 to under 18 years	60	404.51	10.64
	18 to under 19 years	75	505.64	13.31
	19 to 20 years	85	573.06	15.08
Level 5	Under 17 years	50	322.87	8.50
	17 to under 18 years	60	387.45	10.20
	18 to under 19 years	75	484.31	12.75
	19 to 20 years	85	548.89	14.44
Level 4	Under 17 years	50	315.77	8.31
	17 to under 18 years	60	378.92	9.97
	18 to under 19 years	75	473.65	12.46
	19 to 20 years	85	536.80	14.13
Level 3	Under 17 years	50	309.73	8.15
	17 to under 18 years	60	371.67	9.78
	18 to under 19 years	75	464.59	12.23
	19 to 20 years	85	526.53	13.86

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Junior employees	Age	%	Weekly Rate	Hourly Rate
Level 2	Under 17 years	50	301.81	7.94
	17 to under 18 years	60	362.17	9.53
	18 to under 19 years	75	452.72	11.91
	19 to 20 years	85	513.08	13.50
Level 1	Under 17 years	50	286.95	7.55
	17 to under 18 years	60	344.34	9.06
	18 to under 19 years	75	430.43	11.33
	19 to 20 years	85	487.82	12.84

Bona Fide Trainee – 80% of the adult weekly rate or the Junior rate for the same Classification of the Traineeship being undertaken.

Other Rates & Allowances	Amount
Leading Hand Allowance 3 to <10 employees	9.62
Leading Hand Allowance >10 employees	14.38

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.

MOTELS

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

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

TERMS AND CONDITIONS OF EMPLOYMENT

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

CLAUSE 13.1 – ANNUAL LEAVE

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

CLAUSE 13.2 – LONG SERVICE LEAVE

Please refer to General Clauses, Clause 1.17 – Long Service Leave.

CLAUSE 13.3 – AREA, INCIDENCE AND DURATION

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

MOTELS WAGES SCHEDULE

Effective from the first full pay period on or after 1st October 2009

	Full Time	Part time Time 1/38	Casual Mon - Fri	All Sat Hr x 1.5	All Employees Sun Hr x 1.75	Public Holiday Hr x 2.5	Casual Public Holiday x 2.75
INTRODUCTORY LEVEL Three months period for employees that are inexperienced	573.90	15.10	18.88	22.65	26.43	37.76	41.53
LEVEL 1 Hospitality service grade 1	591.76	15.57	19.47	23.36	27.25	38.93	42.82
LEVEL 2 Hospitality service grade 2 Admin & front office grade 1 Leisure attendant grade 1	618.59	16.28	20.35	24.42	28.49	40.70	44.77
LEVEL 3 Hospitality service grade 3 Admin & front office grade 2 Leisure attendant grade 2	638.16	16.79	20.99	25.19	29.39	41.98	46.18
LEVEL 4 Hospitality service grade 4 Admin & front office grade 3 Leisure attendant grade 3	674.18	17.74	22.18	26.61	31.05	44.35	48.79
LEVEL 5 Hospitality service grade 5 Admin & front office supervisor	718.77	18.91	23.64	28.37	33.10	47.29	52.02
LEVEL 6 Hospitality service grade 6	738.98	19.45	24.31	29.17	34.03	48.62	53.48

Bona Fide Trainee – 80% of the adult weekly rate or the Junior rate for the same Classification of the Traineeship being undertaken.

Effective from the first full pay period on or after 1st October 2009	Casual Mon Fri Hr x 1.25	Casual Sat Hr x 1.5	Casual Public Holiday Hr x 2.75	All Employees Sun Hr x 1.75
INTRODUCTORY LEVEL Three months period for employees that are inexperienced	18.88	22.65	41.53	26.43
LEVEL 1 Hospitality service grade 1	19.47	23.36	42.82	27.25
LEVEL 2 Hospitality service grade 2 Admin & front office grade 1 Leisure attendant grade 1	20.35	24.42	44.77	28.49
LEVEL 3 Hospitality service grade 3 Admin & front office grade 2 Leisure attendant grade 2	20.99	25.19	46.18	29.39
LEVEL 4 Hospitality service grade 4 Admin & front office grade 3 Leisure attendant grade 3	22.18	26.61	48.79	31.05
LEVEL 5 Hospitality service grade 5 Admin & front office supervisor	23.64	28.37	52.02	33.10
LEVEL 6 Hospitality service grade 6	24.31	29.17	53.48	34.03

Apprentice Cooks (See level 4)	%	Per Week
1 st year	55%	370.80
2 nd year	65%	438.22
3 rd year	80%	539.35
4 th year	95%	640.47

Junior Employees (other than office juniors)

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

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

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

Junior office employees	%
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	1 st year adult service

Broken Shift Allowance \$2.16 for time worked between 2 and 3 hours
 \$3.41 for time worked over 3 hours

Overtime Meal Allowance \$11.92

Board & Lodging Deduction \$9.37 from employees who don't reside on the premises and are supplied meals during the employees spread of working hours.

Fork Lift Driver Allowance \$9.88 per week

Refer to General Section for other allowances.

NATIONAL TRAINING WAGE

THIS SECTION HAS BEEN REMOVED FROM THE BROKEN HILL COMMERCE & INDUSTRY
AWARD IN 2008.

PLEASE REFER TO GENERAL SECTION 1.34 - TRAINING, CAREER DEVELOPMENT AND
TRAINEES

PLANT OPERATORS & EARTHMOVING

TERMS AND CONDITIONS OF EMPLOYMENT

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

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

CLAUSE 15.1 – SICK LEAVE

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

CLAUSE 15.2 – ANNUAL LEAVE

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

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

CLAUSE 15.3 – LONG SERVICE LEAVE

Please refer to General Clauses, Clause 1.17 – Long Service Leave.

CLAUSE 15.4 – ANNUAL LEAVE LOADING

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

CLAUSE 15.5 – AREA, INCIDENCE AND DURATION

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

PLANT OPERATORS & EARTHMOVING WAGE SCHEDULE

Effective from the first full pay period on or after 1st October 2009

Classification	Weekly Rate	Part Time Rate 1/38th	Casual Rate 115%
Group A	645.96	17.00	19.55
Group B	664.99	17.50	20.12
Group C	684.13	18.00	20.70
Group D	692.04	18.21	20.94
Group E	701.34	18.46	21.22
Group F	707.12	18.61	21.40
Group G	716.95	18.87	21.70
Group H	728.07	19.16	22.03
Powder Monkey	728.07	19.16	22.03

ALLOWANCES - Description	Amount
Leading Hands Allowance – in charge of 2-5 Employees	\$21.44 per week
Leading Hands Allowance - in charge of 6-10 Employees	\$30.25 per week
Leading Hands Allowance in charge of more than 10 Employees	\$38.58 per week
Operator in Charge of Plant	\$15.84 per week
Meal Allowance	\$11.80 per meal
Each subsequent meal	\$9.64 per meal
First-Aid Minimum Qualification Certificate	\$2.33 per day
First-Aid Higher Certificate	\$3.67 per day
Civil and/or Mechanical projects	\$23.47 per week
Waste Disposal Depots	\$1.13 per hour
Country Work	
Unbroken week	\$403.29 per week
Broken week	\$57.64 per day
Living Away from Home Allowance	\$30.85 per day

Bona Fide Trainee – 80% of the adult weekly rate or the Junior rate for the same Classification of the Traineeship being undertaken.

ALLOWANCES - Description	Amount
Fares per Day	15.29 per week
Industry Allowance	24.16 per week
Travel Pattern Loading Allowance	7.75 per week

Note1: 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.

Note2: The information on page 75 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 specified by the Commission. However, legal proceedings relating to its enforcement cannot be commenced until 7 days after publication in the New South Wales Industrial Gazette. The information contained in the Award Update/Wage Summary is provided for convenience of reference only. It is not an authorised text. It is not intended to take the place of the New South Wales Industrial Gazette, nor your independent inquiries.

RESTAURANTS, FISH SHOPS & CAFES WHERE MEALS ARE SERVED

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

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

CLAUSE 16.1 – DEFINITIONS

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

CLAUSE 16.2 – HOURS OF LABOUR

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

CLAUSE 16.3 – OVERTIME

Refer to Clause 1.21

CLAUSE 16.4 - PENALTY RATES

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

CLAUSE 16.5 – CASUAL EMPLOYEES

- a. Casual employee are those who are engaged for irregular short periods for the work of their calling.
- b. A casual employee shall be paid per hour at the rate of 1/38th of the weekly rate prescribed for the class of work performed, plus the appropriate undermentioned addition to that rate:
 - i 25% for work on Monday to Friday inclusive.
 - ii 50% for work on Saturday.
 - iii 75% for work on Sunday.
- c. Casual employees shall be paid for a minimum engagement of two hours.

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- d. Casual employees, after twelve months service, shall be entitled to annual leave, calculated at five-forty sevenths of the gross earnings.
 - e. Casual employees shall also be granted an annual leave loading of 17.5% of their holiday pay. The loading is payable on annual leave only.
 - f. Employees who leave the service of any establishment of one employer or is put off before the expiration of twelve months service shall receive proportionate payment accordingly.
 - g. Casual employees are entitled to Long Service Leave.
 - h. Casual employees may be asked to work full-time on a temporary basis to allow coverage for staff absences.

CLAUSE 16.6 – PART-TIME EMPLOYEES

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

- a. Not less than twenty hours each week and not in excess of thirty hours per week.
- b. All time worked in excess of eight hours per day shall be overtime and paid for at the rate prescribed for other weekly employees.
- c. The hours of duty each day shall be worked continuously. Provided that an employee who is required to work longer than four hours shall be granted an unpaid meal break of not less and not more than thirty minutes.
- d. Part-time employees shall be paid the ordinary appropriate hourly rate prescribed for the classification in which they are employed plus ten percent.
- e. Part-time employees shall be paid the minimum rostered hours.
- f. Notwithstanding anything else contained in this Consent Award, the provisions of this Consent Award with respect to Annual Leave, Annual Leave Loading, Sick Leave, Long Service Leave, Compassionate Leave, Parental Leave and Holidays shall apply to part-time employees on a pro-rata basis for each employee.
- g. One month's notice is to be given to change an employee's employment from part-time to casual.
- h. Part-time employees may be asked to work full-time on a temporary basis to allow coverage for staff absences.

CLAUSE 16.7 – ROSTER

Refer to Clause 1.38

Note: If a part time employee is not given at least seven days notice of a change of rostered hours the employee will be paid an extra ten percent for the whole of the period of any affected shift(s) except where the change of roster has been requested by the employee.

CLAUSE 16.8 – PUBLIC HOLIDAYS

- a. The following shall be recognised public holidays:
New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Labour Day, Queen's Birthday, Christmas Day and Boxing Day.
- b. The above holidays with all gazetted state-wide holidays shall be observed and for such holidays the employee shall be paid.
- c. Employees engaged in the Restaurant Industry in the County required to work on any such holiday prescribed shall be paid for at the rate of double time and one half the ordinary rate with a minimum payment of four hours.
- d. An employee whose rostered day or days off coincides with a holiday prescribed in this Consent Award in Clause 1.27 of the General Clauses shall receive one of the following:
 - i an additional day's pay; or

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- ii an additional day added to annual leave; or
 - iii an additional day off with pay to be given within 28 days.
 - e. Employees who never work on the day the Public Holiday falls eg. a Monday-Friday roster where Saturday is the Public Holiday, receive no additional benefits.
 - f. An employee absent without leave on the working day before or on the day after such holiday, shall forfeit wages for the days of absence and for the holiday except where absence is due to illness of the employee or other reasonable cause.
 - g. Where two or more public holidays fall together and an employee absents themselves from work without reasonable excuse on both the working day before and the working day after such holiday they will lose the benefits of this clause in respect of all such holidays, but when they are absent without reasonable excuse on one day only (before or after such holiday) they shall lose such benefits only in respect of one public holiday.

CLAUSE 16.9 – BROKEN SHIFTS

Refer to Clause 1.9

CLAUSE 16.10 – APPRENTICES AND JUNIOR EMPLOYEES

- a. The apprentice provisions contained in this Consent Award are pursuant to the *Apprenticeship and Traineeship Act 2001, Part 2 Division 1 (4)*.
- b. The minimum wages payable to apprentice cooks, shall be the following percentages of the wage prescribed for a First Cook in Charge (Qualified Cook) under this Consent Award.
 - 1st year 46%
 - 2nd year 54%
 - 3rd year 68%
 - 4th year 80%
- c. The minimum rate of wages for junior employees shall be the undermentioned percentages of the rates prescribed for the appropriate adult classification for the work performed for the area in which such junior is working.
 - Under 18 years of age 62%
 - At 18 years 68%
 - At 19 years 78%
 - At 20 years 88%
- c. Junior employees are to have structured training, internal and/or external, incorporated into their duties.

RESTAURANTS, FISH SHOPS & CAFES WHERE MEALS ARE SERVED WAGE SCHEDULE

Effective from the first full pay period on or after 1st October 2009

Definitions

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

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

FULL TIME EMPLOYEES	Weekly	Full time 1/38th	Saturday Time+50%	Sunday Time+75%	Public Holidays Time+2.5%
First Cook in Charge with authority to direct other staff	\$619.56	\$16.30	\$24.46	\$28.53	\$40.76
Second Cook	\$605.17	\$15.93	\$23.89	\$27.87	\$39.81
Bar Attendant, Waiter/Waitress	\$600.53	\$15.80	\$23.71	\$27.66	\$39.51
Pantry/Kitchen/General/Maid/Cleaner	\$598.87	\$15.76	\$23.64	\$27.58	\$39.40

PARTIME EMPLOYEES	Full time Hourly	Part time Time+10%	Saturday Time+50%	Sunday Time+75%	Public Holidays
First Cook in Charge with authority to direct other staff	\$16.30	\$17.93	\$24.46	\$28.53	\$40.76
Second Cook	\$15.93	\$17.52	\$23.89	\$27.87	\$39.81
Bar Attendant, Waiter/Waitress	\$15.80	\$17.38	\$23.71	\$27.66	\$39.51
Pantry/Kitchen/General/Maid/ Cleaner	\$15.76	\$17.34	\$23.64	\$27.58	\$39.40

CASUAL EMPLOYEES	Full time Hourly	Casual Time+25%	Saturday Time+50%	Sunday Time+75%	Public Holidays Time+2.5%
First Cook in Charge with authority to direct other staff	\$16.30	\$20.38	\$24.46	\$28.53	\$40.76
Second Cook	\$15.93	\$19.91	\$23.89	\$27.87	\$39.81
Bar Attendant, Waiter/Waitress	\$15.80	\$19.75	\$23.71	\$27.66	\$39.51
Pantry/Kitchen/General/Maid/Cleaner	\$15.76	\$19.70	\$23.64	\$27.58	\$39.40

Apprentice Cooks % of First Cook	%	Weekly	Full time 1/38	Saturday Time+50%	Sunday Time+75%	Public Holidays Time+2.5%
1 st year	46	\$285.00	\$7.50	\$11.25	\$13.12	\$18.75
2 nd year	54	\$334.56	\$8.80	\$13.21	\$15.41	\$22.01
3 rd year	68	\$421.30	\$11.09	\$16.63	\$19.40	\$27.72
4 th year	80	\$495.64	\$13.04	\$19.56	\$22.83	\$32.61

Junior Waiter/Waitress % of Waiter/Waitress rate	%	Weekly	Full time 1/38	Saturday Time+50%	Sunday Time+75%	Public Holidays Time+2.5%
Under 18 years of age	62	\$372.33	\$9.80	\$14.70	\$17.15	\$24.50
At 18 years of age	68	\$408.36	\$10.75	\$16.12	\$18.81	\$26.87
At 19 years of age	78	\$468.41	\$12.33	\$18.49	\$21.57	\$30.82
At 20 years of age	88	\$528.46	\$13.91	\$20.86	\$24.34	\$34.77

PART TIME Junior Waiter/Waitress	%	Full time Rate	Part time Time+10%	Saturday Time+50%	Sunday Time+75%	Public Holidays Time+2.5%
Under 18 years of age	62	\$372.33	\$9.80	\$10.78	\$14.70	\$17.15
At 18 years of age	68	\$408.36	\$10.75	\$11.82	\$16.12	\$18.81
At 19 years of age	78	\$468.41	\$12.33	\$13.56	\$18.49	\$21.57
At 20 years of age	88	\$528.46	\$13.91	\$15.30	\$20.86	\$24.34

CASUAL Junior Waiter/Waitress	%	Full time Rate	Part time Time+25%	Saturday Time+50%	Sunday Time+75%	Public Holidays Time+2.5%
Under 18 years of age	62	\$9.80	\$12.25	\$14.70	\$17.15	\$24.50
At 18 years of age	68	\$10.75	\$13.43	\$16.12	\$18.81	\$26.87
At 19 years of age	78	\$12.33	\$15.41	\$18.49	\$21.57	\$30.82
At 20 years of age	88	\$13.91	\$17.38	\$20.86	\$24.34	\$34.77

Junior Pantry % of Pantry Maid rate	%	Weekly	Full time	Saturday Time+50%	Sunday Time+75%	Public Holidays Time+2.5%
Under 18 years of age	62	\$371.30	\$9.77	\$14.66	\$17.10	\$24.43
At 18 years of age	68	\$407.23	\$10.72	\$16.07	\$18.75	\$26.79
At 19 years of age	78	\$467.12	\$12.29	\$18.44	\$21.51	\$30.73
At 20 years of age	88	\$527.01	\$13.87	\$20.80	\$24.27	\$34.67

PART TIME Junior Pantry Maid	%	Full time Rate	Part time Time+10%	Saturday Time+50%	Sunday Time+75%	Public Holidays Time+2.5%
Under 18 years of age	62	\$9.77	\$10.75	\$14.66	\$17.10	\$24.43
At 18 years of age	68	\$10.72	\$11.79	\$16.07	\$18.75	\$26.79
At 19 years of age	78	\$12.29	\$13.52	\$18.44	\$21.51	\$30.73
At 20 years of age	88	\$13.87	\$15.26	\$20.80	\$24.27	\$34.67

CASUAL Junior Pantry Maid	%	Full time Rate	Casual Time+25%	Saturday Time+50%	Sunday Time+75%	Public Holidays Time+2.5%
Under 18 years of age	62	\$9.77	\$12.21	\$14.66	\$17.10	\$24.43
At 18 years of age	68	\$10.72	\$13.40	\$16.07	\$18.75	\$26.79
At 19 years of age	78	\$12.29	\$15.37	\$18.44	\$21.51	\$30.73
At 20 years of age	88	\$13.87	\$17.34	\$20.80	\$24.27	\$34.67

Bona Fide Trainee – 80% of the adult weekly rate or the Junior rate for the same Classification of the Traineeship being undertaken.

Penalty Rates:

Saturday – Time plus 50% Sunday – Time plus 75%

Public Holidays – Double Time and one half

SECURITY INDUSTRY

TERMS AND CONDITIONS OF EMPLOYMENT

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

CLAUSE 17.1 – ANNUAL LEAVE

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

CLAUSE 17.2 – LONG SERVICE LEAVE

Please refer to General Clauses, Clause 1.17 – Long Service Leave.

CLAUSE 17.3 – AREA, INCIDENCE AND DURATION

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

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

SECURITY INDUSTRY WAGE SCHEDULE

Effective from the first full pay period on or after 1st October 2009

Adult Employees	Weekly Rate	Full time Hourly	Saturday Time+50%	Sunday Time+100%	Public Holidays Time+2.5%
Grade 1	\$658.48	17.33	25.99	34.66	43.32
Grade 2	\$678.04	17.84	26.76	35.69	44.61
Grade 3	\$690.12	18.16	27.24	36.32	45.40
Grade 4	\$702.09	18.48	27.71	36.95	46.19
Grade 5	\$725.83	19.10	28.65	38.20	47.75

Part time	Weekly Rate	Part time 1/38th	Saturday Time+50%	Sunday Time+100%	Public Holidays Time+2.5%
Grade 1	\$658.48	17.33	25.99	34.66	43.32
Grade 2	\$678.04	17.84	26.76	35.69	44.61
Grade 3	\$690.12	18.16	27.24	36.32	45.40
Grade 4	\$702.09	18.48	27.71	36.95	46.19
Grade 5	\$725.83	19.10	28.65	38.20	47.75

Casual	Casual Time+15%	Saturday Time+50 %	Sunday hourly Time+100%	Casual Public Holidays Time+2.5%
Grade 1	\$19.93	\$29.89	\$39.86	\$49.82
Grade 2	\$20.52	\$30.78	\$41.04	\$51.30
Grade 3	\$20.89	\$31.33	\$41.77	\$52.21
Grade 4	\$21.25	\$31.87	\$42.50	\$53.12
Grade 5	\$21.97	\$32.95	\$43.93	\$54.91

Bona Fide Trainee – 80% of the adult weekly rate or the Junior rate for the same Classification of the Traineeship being undertaken.

Saturday	150%
Sunday	200%
Nightshift	21.7%
Permanent Nightshift	30%

OTHER RATES & ALLOWANCES	Rate per week	Rate per shift (casuals only)
Leading Hand Allowance 0-5 employees	28.53	5.71
Leading Hand Allowance 6-10 employees	32.33	6.47
Leading Hand Allowance 11-15 employees	42.26	8.45
Leading Hand Allowance 16-20 employees	48.81	9.77
Leading Hand Allowance Over 20 employees	48.81	9.77
Leading Hand Allowance Each employee exceeding 20, extra	0.77	0.15
Relieving Officer		27.70
Motor Vehicle/Cycle		28.10
Meal Allowance		8.64

SHOP ASSISTANTS - SECTION 1

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

CLAUSE 18.1 – RECOGNITION OF UNIONS

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

CLAUSE 18.2 – HOURS OF LABOUR

- a. The hours of work per week shall not exceed thirty eight.
- b. If agreeable between employer and employee, the ordinary working hours can be averaged as per Section 22 – Ordinary Working Hours in the *NSW Industrial Relations Act, 1996*.
- c. An employee who works five ordinary hours or more on any day shall be allowed on such day an unpaid meal break of one hour between the hours commencing not earlier than 11.30 am and finishing not later than 3.00 pm. Provided that where agreement exists between the employer and employee, a meal break of between 30 minutes and one hour may apply. The meal break shall be given and taken so that no employee shall work more than five consecutive hours without a meal.
- d. Retail trading hours under this Consent Award shall be:
 - i Commencing Time
The commencing time of ordinary hours of work by employees shall be 6.00 am Monday to Saturday, with 8.00 am in shops which may lawfully trade on Sunday.
 - ii Ceasing Time
The times for the cessation of the ordinary hours of work by employees shall be 10.00 pm Monday to Friday, 6.00 pm Saturday and 5.00 pm in shops which may lawfully trade on a Sunday.
- e. Shift Penalties
Notwithstanding any other provision for ordinary hours within this Consent Award, an employee may be engaged to work ordinary hours as set out below as part of their ordinary hours roster, providing they are paid the following additional penalty.
 - i Monday to Wednesday (inclusive)
All ordinary hours worked after 6.00 pm Monday to Wednesday inclusive, 15%.
 - ii Thursday and Friday
All ordinary hours worked after 6.00 pm Thursday and Friday, 25%.
 - iii Saturday
All ordinary hours worked on Saturday, 25%.
 - iv Sunday
An employee employed in a shop which may lawfully trade on a Sunday shall be paid at the rate of Time plus 50% in respect of ordinary hours of work and Double Time for all other time worked on a Sunday.

CLAUSE 18.3 – ROSTER

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

CLAUSE 18.4 – REST PAUSE

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

CLAUSE 18.5 – OVERTIME

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

CLAUSE 18.6 – EMPLOYEE CLASSIFICATIONS

Branch Manager

Departmental Manager

Head Assistant (Section Head)

Traveller

Window Dresser

Junior Window Dresser

Shop Walker or Floor Supervisor

Senior and Junior Shop Assistants

Deliverer

Ticket Writer

Fork Lift Operator

Checkout Operator

Demonstrator

CLAUSE 18.7 – DEFINITIONS

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

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

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

- b. A branch manager is an employee in charge of any shop.
- c. A branch manager with the duty of buying is a branch manager whose duties include the purchasing of merchandise from a wholesaler or manufacturer for the purpose of sale by retail and who uses initiative and discrimination in the selection of new items of merchandise in addition to stock replacements. This classification excludes any branch manager who only records lines of merchandise to a standard level.
- d. A departmental manager is an employee controlling other employees and in charge of a department in a shop with or without the duty of buying and selecting.
- e. A head assistant (section head) is an employee of any age controlling two or more assistants in a department in which a departmental manager is not actively engaged.
- f. A senior assistant is an employee who is 21 years of age and over.
- g. A shop walker or floor supervisor is a shop assistant principally engaged in walking the floor, direction of customers, supervising sales and/or checking bills.
- h. A senior window dresser is a senior employee principally engaged in dressing windows.
- i. A junior window dresser is an employee under the age of 21 years engaged in dressing windows under the supervision of a senior window dresser.
- j. A traveller or order-person is an employee in or out of any shop collecting or soliciting orders during the principal part of their time each week.
- k. A deliverer is an employee who delivers goods by motor vehicle.
- l. A junior assistant is an employee who is under 21 years of age.
- m. A ticket writer is an employee principally engaged in writing tickets and/or notices and advertisements.
- n. A checkout operator is an employee engaged at the checkout for the purpose of recording the value of goods purchased, whether by machine or otherwise, and accepting payment, or charging, for the goods purchased by customers.
- o. A demonstrator is an employee who displays goods for sale and in a practical way describes and/or demonstrates the particular features of the product or products demonstrated.

CLAUSE 18.8 – CASUAL EMPLOYEES

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

CLAUSE 18.9 – PERMANENT PART-TIME EMPLOYEES

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

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

CLAUSE 18.10 – CHRISTMAS TEMPORARY STAFF

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

- a. Employees entitled to payment for Christmas holidays shall be:
 - i All employees who continue their employment for any period immediately following the statutory Christmas holidays.
 - ii All employees who commence before December 1, and whose employment is terminated on December 24.
 - iii All employees who commence on December 1 or up to and including December 10, and whose employment is terminated prior to December 24, but who are subsequently re-employed by the same employer at any time prior to January 21, i.e. during the four weeks following Christmas Day.
- b. Employees not entitled to Christmas holidays shall be:
 - i Any employee whose services are terminated on or prior to December 23;
 - ii Any employee who commences employment on or after December 11, and terminates such employment on or before December 24;
 - iii Any employee who commences between December 1, and December 24, and whose services are terminated on or before December 24, and is not subsequently re-employed by the same employer prior to January 21 in the following year.

CLAUSE 18.11 – PUBLIC HOLIDAYS

- a. The following shall be recognised public holidays:
New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Labour Day, Queen's Birthday, Christmas Day and Boxing Day.
- b. The above holidays with all gazetted state-wide holidays shall be observed, and for such holidays the employee shall be paid at the rate of double-time and one half of the ordinary rate.
- c. Set Roster – Employee works same days each week
 - i Full-time or Part-time employees who are normally rostered to work on a Public Holiday but do not volunteer to work must be paid single time for the day.
 - ii Full-time or Part-time employees who are not rostered to work on a Public Holiday and work on that day shall be paid Double Time and one half.
 - iii Full-time or Part-time employees who are not rostered to work on a Public Holiday and who do not work do not receive any benefit at all.
- d. Rotating Roster – Employee works varying days each week
Where an employee is on a rotating roster and their rostered time-off falls on a Public Holiday, the employee shall be paid (by mutual agreement) either:
 - i Payment for the rostered time.
 - ii Addition of the rostered time to the employees annual leave.
 - iii Equal time-off shall be taken within twenty one (21) days of the holiday, such time-off being allowed either prior to or after the holiday.

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- e. Employees engaged in the retailing industries in the County required to work on any such holiday shall be paid at the rate of Double Time and one half the ordinary rate.
 - f. Employees shall not be entitled to the benefits provided by this clause in respect of any public holiday if they absent themselves from their work without reasonable excuse either on the working day before or the working day after such holiday.
 - g. Where two or more public holidays fall together and an employee is absent from work without reasonable excuse on both the working day before and the working day after such holiday the employee will lose the benefits of this clause in respect of all such holidays, but when the employee is absent without reasonable excuse on one day only (before or after such holiday) such benefits will be lost in respect of one public holiday.

CLAUSE 18.12 – NIGHT FILL

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

Monday to Friday – finishing after 6.00pm and at or before midnight – 17.5%
– finishing after midnight and at or before 8.00am – 30%

Saturday – finishing after midnight on a Friday and at or before midnight on a Saturday – 50%
Sunday – finishing after midnight Saturday and at or before 8.00am on a Sunday – 100%

SHOP ASSISTANTS - SECTION 2

EXEMPTED SHOPS INCLUDING SPECIAL SHOPS

CLAUSE 18.2.1 – CLASSIFIED SHOPS

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

CLAUSE 18.2.2 – APPLICATION OF SECTION 1

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

CLAUSE 18.2.3 – Hours of Labour OR WHERE THE CONTEXT PROVIDES OTHERWISE

CLAUSE 18.2.3 – HOURS OF LABOUR

- a. The ordinary hours of work per week shall not exceed thirty eight.
- b. If agreeable between employer and employee, the ordinary working hours can be averaged over a 12 week period, as per Section 22(1) – Ordinary Working Hours in the *NSW Industrial Relations Act, 1996*.
- c. Commencing Time
The commencing time of ordinary hours of work by employees shall be 6.00 am Monday to Sunday inclusive.
- d. Ceasing Time
The times for the cessation of the ordinary hours of work by employees shall be midnight Monday to Sunday inclusive.

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- e. A time book shall be kept by the employer and it shall be compulsory for all employees to state and sign the hours worked each day.
 - f. Any employee required to work on any holiday as specified in Clause 1.28 of the general clauses, shall be paid Double Time and one half the ordinary rate.
 - g. Shift Penalties
Penalty rates for Full-time and permanent Part-time employees shall be:
 - i Saturday
All ordinary time worked on Saturday shall be paid at the rate of time plus 25%.
 - ii Sunday
An employee employed in a shop which may lawfully trade on a Sunday shall be paid at the rate of time plus 50% in respect of ordinary hours of work.

CLAUSE 18.2.4 – ROSTER

Refer to Clause 1.38

CLAUSE 18.2.5 – OVERTIME

Refer to Clause 1.21

CLAUSE 18.2.6 – CASUAL EMPLOYEES

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

CLAUSE 16.2.7 – PERMANENT PART-TIME EMPLOYEES

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

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

CLAUSE 18.2.8 – PUBLIC HOLIDAYS

- a. The following shall be recognised public holidays:
New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Labour Day, Queen's Birthday, Christmas Day and Boxing Day.
- b. The above holidays with all gazetted state-wide holidays shall be observed, and for such holidays the employee shall be paid at the rate of Double Time and one half the ordinary rate.
- c. Set Roster – Employee works same days each week
 - i Full-time or Part-time employees who are normally rostered to work on a Public Holiday but do not volunteer to work must be paid single time for the day.
 - ii Full-time or Part-time employees who are not rostered to work on a Public Holiday and work on that day shall be paid Double Time and one half.
 - iii Full-time or Part-time employees who are not rostered to work on a Public Holiday and who do not work do not receive any benefit at all.

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- d. Rotating Roster – Employee works varying days each week
- Where an employee is on a rotating roster and their rostered time-off falls on a Public Holiday, the employee shall be paid (by mutual agreement) either:
- i Payment for the rostered time.
 - ii Addition of the rostered time to the employees annual leave.
 - iii Equal time-off shall be taken within twenty one (21) days of the holiday, such time-off being allowed either prior to or after the holiday.
- e. Employees engaged in the retailing industries in the County required to work on any such holiday shall be paid at the rate of Double Time and one half the ordinary rate.
- f. Employees shall not be entitled to the benefits provided by this clause in respect of any public holiday if they absent themselves from their work without reasonable excuse either on the working day before or the working day after such holiday.
- g. Where two or more public holidays fall together and an employee is absent from work without reasonable excuse on both the working day before and the working day after such holiday the employee will lose the benefits of this clause in respect of all such holidays, but when the employee is absent without reasonable excuse on one day only (before or after such holiday) such benefits will be lost in respect of one public holiday.

SHOP ASSISTANTS - SECTION 3

PETROL, OIL RESELLERS AND LUBRITORIUM OPERATORS ONLY

CLAUSE 18.3.1 – DEFINITIONS

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

CLAUSE 18.3. 2 – APPLICATION OF CLAUSE 18.1 OF SECTION 1 SHOP ASSISTANTS

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

CLAUSE 18.3.3 – HOURS OF LABOUR

- a. The ordinary hours of work per week shall not exceed thirty eight.
- b. *Industrial Relations Act*
If agreeable between employer and employee, the ordinary working hours can be averaged over a 12 week period, as per Section 22(1) – Ordinary Working Hours in the NSW, 1996.
- c. An employee who works five ordinary hours or more on any day shall be allowed on such day a meal break of one hour between the hours commencing not earlier than 11.30 am and finishing not later than 3.00 pm. Provided that where agreement exists between the employer and the employee a meal break of between 30 minutes and one hour may apply. The meal break shall be given and taken so that no employee shall work more than five consecutive hours without a meal.
- d.
 - i Commencing Time
The commencing time of ordinary hours of work by employees shall be 6.00 am Monday to Sunday.
 - ii Ceasing Time
The time for the cessation of the ordinary hours of work by employees shall be 9.00pm Monday to Sunday.

CLAUSE 18.3.4 – SHIFT DEFINITIONS AND PENALTIES

- a. Shift Definitions
 - i Day Shift – 6.00 am to 7.00 pm
 - ii Afternoon Shift – Commencing after 12 noon and no later than 6.00 pm.
 - iii Night Shift – Commencing after 6.00 pm and no later than 4.00 am.
- b. Penalties
 - i Night Shift – 30%
Afternoon Shift only – 18%
Alternating Afternoon and Night Shift – 20%
Alternating Day and Night Shift – 12.5% Night only
Alternating Day, Afternoon and Night Shift – 12.5% Afternoon and Night
Alternating Day and Afternoon Shift – 12.5% Afternoon only
 - ii Saturday – All ordinary time worked on Saturday shall be paid at the rate of time plus 25%.
 - iii Sunday – All ordinary time worked on Sunday shall be paid at the rate of time plus 50%.

CLAUSE 18.3.5 – ROSTER

Refer to Clause 1.38

CLAUSE 18.3.6 – OVERTIME

Refer to Clause 1.21

CLAUSE 18.3.7 – CASUAL EMPLOYEES

- a. Employees engaged for less than one week and shall be paid for actual time worked and at an hourly rate equal to the appropriate weekly rate divided by 38 plus 30%, inclusive of Annual Leave and Sick Leave.
- b. Casuals are to be engaged for a minimum of two (2) hours if engaged prior to 4.00 pm, and a minimum of one and one half (1.5) hours if engaged from 4.00 pm.

CLAUSE 18.3.8 – PERMANENT PART-TIME EMPLOYEES

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

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

CLAUSE 18.3.9 – PUBLIC HOLIDAYS

- a. The following shall be recognised public holidays:
New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Labour Day, Queen's Birthday, Christmas Day and Boxing Day.
- b. The above holidays with all gazetted state-wide holidays shall be observed, and for such holidays the employee shall be paid of Double Time and one half the ordinary rate.
- c. Set Roster – Employee works same days each week

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- i Full-time or Part-time employees who are normally rostered to work on a Public Holiday but do not volunteer to work must be paid single time for the day.
 - ii Full-time or Part-time employees who are not rostered to work on a Public Holiday and work on that day shall be paid Double Time and one half.
 - iii Full-time or Part-time employees who are not rostered to work on a Public Holiday and who do not work do not receive any benefit at all.
 - d. Rotating Roster – Employee working varying days each week
Where an employee is on a rotating roster and their rostered time-off falls on a Public Holiday, the employee shall be paid (by mutual agreement) either:
 - i Payment for the rostered time.
 - ii Addition of the rostered time to the employees annual leave.
 - iii Equal time-off shall be taken within twenty one (21) days of the holiday, such time-off being allowed either prior to or after the holiday.
 - e. Employees engaged in the retailing industries in the County required to work on any such holiday shall be paid at the rate of Double Time and one half the ordinary rate.
 - f. Employees shall not be entitled to the benefits provided by this clause in respect of any public holiday if they absent themselves from their work without reasonable excuse either on the working day before or the working day after such holiday.
 - g. Where two or more public holidays fall together and an employee is absent from work without reasonable excuse on both the working day before and the working day after such holiday the employee will lose the benefits of this clause in respect of all such holidays, but when the employee is absent without reasonable excuse on one day only (before or after such holiday) such benefits will be lost in respect of one public holiday.

SHOP ASSISTANTS WAGE SCHEDULE

Effective from the first full pay period on or after 1st October 2009

Shop Assistants					Full & Part time only Penalty on Ord hours		All employees Ord hours
Years	%	Full Time Weekly Rate	P/Time Hourly 1/38	Casual Mon – Sat Time+30%	Mon– Wed after 6pm Time+15%	Thu & Fri after 6pm Saturday	Sunday Time+50%
Under 16	40	\$265.59	\$6.99	\$9.09	\$8.04	\$8.74	\$10.48
At 16	50	\$331.99	\$8.74	\$11.36	\$10.05	\$10.92	\$13.10
At 17	60	\$398.38	\$10.48	\$13.63	\$12.06	\$13.10	\$15.73
At 18	70	\$464.78	\$12.23	\$15.90	\$14.07	\$15.29	\$18.35
At 19	80	\$531.18	\$13.98	\$18.17	\$16.08	\$17.47	\$20.97
At 20	90	\$597.58	\$15.73	\$20.44	\$18.08	\$19.66	\$23.59
At 21	100	\$663.97	\$17.47	\$22.71	\$20.09	\$21.84	\$26.21

Chemist Shops* Tyre Fitters+					Full & Part time only Ordinary hours		All employees Ord hours
Years	%	Full Time Weekly Rate	P/Time Hourly 1/38	Casual Mon – Sat Time+30%	Mon– Wed after 6pm Time+15%	Thu & Fri after 6pm Saturday	Sunday Time+50%
Under 16	40	\$274.85	\$7.23	\$9.40	\$8.32	\$9.04	\$10.85
At 16	50	\$343.56	\$9.04	\$11.75	\$10.40	\$11.30	\$13.56
At 17	60	\$412.28	\$10.85	\$14.10	\$12.48	\$13.56	\$16.27
At 18	70	\$480.99	\$12.66	\$16.45	\$14.56	\$15.82	\$18.99
At 19	80	\$549.70	\$14.47	\$18.81	\$16.64	\$18.08	\$21.70
At 20	90	\$618.41	\$16.27	\$21.16	\$18.72	\$20.34	\$24.41
At 21	100	\$687.13	\$18.08	\$23.51	\$20.79	\$22.60	\$27.12

* Dispensing under supervision of a Chemist
+ With Certificate of Qualification

Ticket Writer					Full & Part time only Ordinary hours		All employees Ord hours
Years	%	Full Time Weekly Rate	P/Time Hourly 1/38	Casual Mon – Sat Time+30%	Mon– Wed after 6pm Time+15%	Thu & Fri after 6pm Saturday	Sunday Time+50%
Under 16	40	\$268.33	\$7.06	\$9.18	\$8.12	\$8.83	\$10.59
At 16	50	\$335.41	\$8.83	\$11.47	\$10.15	\$11.03	\$13.24
At 17	60	\$402.49	\$10.59	\$13.77	\$12.18	\$13.24	\$15.89
At 18	70	\$469.57	\$12.36	\$16.06	\$14.21	\$15.45	\$18.54
At 19	80	\$536.66	\$14.12	\$18.36	\$16.24	\$17.65	\$21.18
At 20	90	\$603.74	\$15.89	\$20.65	\$18.27	\$19.86	\$23.83
At 21	100	\$670.82	\$17.65	\$22.95	\$20.30	\$22.07	\$26.48
Window Dresser					Full & Part time only Ordinary hours		All employees Ord hours
Years	%	Full Time Weekly Rate	P/Time Hourly 1/38	Casual Mon – Sat Time+30%	Mon– Wed after 6pm Time+15%	Thu & Fri after 6pm Saturday	Sunday Time+50%
Under 16	40	\$268.69	\$7.07	\$9.19	\$8.13	\$8.84	\$10.61
At 16	50	\$335.86	\$8.84	\$11.49	\$10.16	\$11.05	\$13.26
At 17	60	\$403.04	\$10.61	\$13.79	\$12.20	\$13.26	\$15.91
At 18	70	\$470.21	\$12.37	\$16.09	\$14.23	\$15.47	\$18.56
At 19	80	\$537.38	\$14.14	\$18.38	\$16.26	\$17.68	\$21.21
At 20	90	\$604.55	\$15.91	\$20.68	\$18.30	\$19.89	\$23.86
At 21	100	\$671.73	\$17.68	\$22.98	\$20.33	\$22.10	\$26.52

DEPARTMENTAL MANAGERS OR BRANCH MANAGER SUPERVISING

Without duty of buying	Full Time	Part Time Hourly 1/38th	Casual Saturday Time+30%	Mon-Wed after 6pm Time+15%	Saturday, Thurs/Fri after 6pm	Sunday Time+50%
1-4 employees	\$678.21	\$17.85	\$23.20	\$20.52	\$22.31	\$26.77
5-12 employees	\$689.33	\$18.14	\$23.58	\$20.86	\$22.68	\$27.21
13-25 employees	\$703.24	\$18.51	\$24.06	\$21.28	\$23.13	\$27.76
over 25 employees	\$710.86	\$18.71	\$24.32	\$21.51	\$23.38	\$28.06

With duty of buying	Full Time	Part Time Hourly 1/38th	Casual Saturday Time+30%	Mon-Wed after 6pm Time+15%	Saturday, Thurs/Fri after 6pm	Sunday Time+50%
1-4 employees	\$680.25	\$17.90	\$23.27	\$20.59	\$22.38	\$26.85
5-12 employees	\$692.45	\$18.22	\$23.69	\$20.96	\$22.78	\$27.33
13-25 employees	\$706.24	\$18.59	\$24.16	\$21.37	\$23.23	\$27.88
over 25 employees	\$715.32	\$18.82	\$24.47	\$21.65	\$23.53	\$28.24

Bona Fide Trainee – 80% of the adult weekly rate or the Junior rate for the same Classification of the Traineeship being undertaken.

Allowances:

Section Head, Shop Walker, Supervisor, Traveller – Extra \$11.87 per week

Fork lift driver and deliverer – extra \$11.87 per week

Note: 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 6.00pm – Time Plus 25%

Saturday – Time plus 25%,

Sunday – time plus 50%

SHOP ASSISTANTS
PETROL, OIL RESELLERS & LUBRITORIUM OPERATORS ONLY
WAGE SCHEDULE

Effective from the first full pay period on or after 1st October, 2009

DAY SHIFT

Shop Assistants							All employees Ord hours
Years	%	Full Time Weekly Rate	P/Time Hourly 1/38	Casual Hourly Mon – Sat Time+30%	Saturday Hourly Time+25%	Sunday Hourly Time+50%	
Under 16	40	\$265.59	\$6.99	\$9.09	\$8.74	\$10.48	
At 16	50	\$331.99	\$8.74	\$11.36	\$10.92	\$13.10	
At 17	60	\$398.38	\$10.48	\$13.63	\$13.10	\$15.73	
At 18	70	\$464.78	\$12.23	\$15.90	\$15.29	\$18.35	
At 19	80	\$531.18	\$13.98	\$18.17	\$17.47	\$20.97	
At 20	90	\$597.58	\$15.73	\$20.44	\$19.66	\$23.59	
At 21	100	\$663.97	\$17.47	\$22.71	\$21.84	\$26.21	

NIGHT SHIFT ONLY (30%)

Shop Assistants							All employees Ord hours
Years		Full Time Weekly Rate	P/Time Hourly 1/38	Casual Hourly Mon – Sat Time+30%	Saturday Hourly Time+25%	Sunday Hourly Time+50%	
Under 16		\$345.27	\$9.09	\$11.81	\$11.36	\$13.63	
At 16		\$431.58	\$11.36	\$14.76	\$14.20	\$17.04	
At 17		\$517.90	\$13.63	\$17.72	\$17.04	\$20.44	
At 18		\$604.22	\$15.90	\$20.67	\$19.88	\$23.85	
At 19		\$690.53	\$18.17	\$23.62	\$22.71	\$27.26	
At 20		\$776.85	\$20.44	\$26.58	\$25.55	\$30.67	
At 21		\$863.17	\$22.71	\$29.53	\$28.39	\$34.07	

AFTERNOON SHIFT ONLY (18%)

Shop Assistants					All employees Ord hours
Years	Full Time Weekly Rate	P/Time Hourly 1/38	Casual Hourly Mon – Sat Time+30%	Saturday Hourly Time+25%	Sunday Hourly Time+50%
Under 16	\$313.40	\$8.25	\$10.72	\$10.31	\$12.37
At 16	\$391.75	\$10.31	\$13.40	\$12.89	\$15.46
At 17	\$470.09	\$12.37	\$16.08	\$15.46	\$18.56
At 18	\$548.44	\$14.43	\$18.76	\$18.04	\$21.65
At 19	\$626.79	\$16.49	\$21.44	\$20.62	\$24.74
At 20	\$705.14	\$18.56	\$24.12	\$23.20	\$27.83
At 21	\$783.49	\$20.62	\$26.80	\$25.77	\$30.93

ALTERNATING AFTERNOON & NIGHT SHIFT (20%)

Shop Assistants					All employees Ord hours
Years	Full Time Weekly Rate	P/Time Hourly 1/38	Casual Hourly Mon – Sat Time+30%	Saturday Hourly Time+25%	Sunday Hourly Time+50%
Under 16	\$318.71	\$8.39	\$10.90	\$10.48	\$12.58
At 16	\$398.38	\$10.48	\$13.63	\$13.10	\$15.73
At 17	\$478.06	\$12.58	\$16.35	\$15.73	\$18.87
At 18	\$557.74	\$14.68	\$19.08	\$18.35	\$22.02
At 19	\$637.42	\$16.77	\$21.81	\$20.97	\$25.16
At 20	\$717.09	\$18.87	\$24.53	\$23.59	\$28.31
At 21	\$796.77	\$20.97	\$27.26	\$26.21	\$31.45

Bona Fide Trainee – 80% of the adult weekly rate or the Junior rate for the same Classification of the Traineeship being undertaken.

**ALTERNATING DAY & NIGHT SHIFT
ALTERNATING DAY, AFTERNOON & NIGHT SHIFT
ALTERNATING DAY & AFTERNOON SHIFT**

Shop Assistants					All employees Ord hours
Years	Weekly Rate 12.5%	P/Time Hourly 1/38	Casual Hourly Mon – Sat Time+30%	Saturday Hourly Time+25%	Sunday Hourly Time+50%
Under 16	\$298.79	\$7.86	\$10.22	\$9.83	\$11.79
At 16	\$373.49	\$9.83	\$12.78	\$12.29	\$14.74
At 17	\$448.18	\$11.79	\$15.33	\$14.74	\$17.69
At 18	\$522.88	\$13.76	\$17.89	\$17.20	\$20.64
At 19	\$597.58	\$15.73	\$20.44	\$19.66	\$23.59
At 20	\$672.27	\$17.69	\$23.00	\$22.11	\$26.54
At 21	\$746.97	\$19.66	\$25.55	\$24.57	\$29.49

PUBLIC HOLIDAY RATE (ALL SHIFTS)

Shop Assistants	Part Time Hourly Rate	Casual Rate
Under 16	\$17.47	\$19.57
At 16	\$21.84	\$24.46
At 17	\$26.21	\$29.35
At 18	\$30.58	\$34.25
At 19	\$34.95	\$39.14
At 20	\$39.31	\$44.03
At 21	\$43.68	\$48.92

Bona Fide Trainee – 80% of the adult weekly rate or the Junior rate for the same Classification of the Traineeship being undertaken.

TRADES

CLAUSE 19.1 – APPLICATION

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

CLAUSE 19.2 – MEAL TIME

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

CLAUSE 19.3 – WAGES

a. BASE RATES

i PROCESS WORKER (New classification)

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

ii TRADESPERSON

(Aligned with C10 of the Metal Industry Award MIA)

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

iii TRADESPERSON SPECIAL CLASS

(Aligned with C9 of the MIA)

The definition in respect to this rate is:

- 1 An employee when working frequently or infrequently on machinery involving complex hydraulics, pneumatic, electrical and fabricating techniques.
- 2 Must pass technical training both certified (72 hours) and/or had in house training or a degree of competency agreed to by the employer and the employee.

iv SENIOR TRADESPERSON

(Aligned with C8 of the MIA)

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

v NEW EMPLOYEE – FAMILIARISATION RATE

(New classification)

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

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

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

b. FARE ALLOWANCE

Any employee working outside the workshop and using his own vehicle shall be paid an amount at Item 11 – General Schedule of Allowances.

CLAUSE 19.4 – APPRENTICES

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

Apprentices – % of Tradesperson rate:

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

These percentages are to be applied to the tradesperson rate.

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

CLAUSE 19.5 – HOURS

a. ORDINARY HOURS

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

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

b. AFTERNOON SHIFT ALLOWANCE

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

c. SHIFT WORK

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

Saturday	50%
Sunday	100%

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

CLAUSE 19.6 – CASUAL WORKERS

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

CLAUSE 19.7 – PERMANENT PART-TIME EMPLOYMENT

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

- a. Time worked in excess of regular hours to be paid as overtime.
- b. Permanent part-time employees will have first opportunity to fill full-time vacancies when and as they arise.

CLAUSE 19.8 – SKILLS DEVELOPMENT & MULTISKILLING IN THE BROKEN HILL METALS' INDUSTRY

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

CLAUSE 19.9 – TRAVELLING EXPENSES

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

CLAUSE 19.10 – MISCELLANEOUS

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

CLAUSE 19.11 – ANNUAL LEAVE

- a. All seven (7) day shift workers, after 11 January, 1966, shall receive six (6) weeks' leave on full pay each year. Employees who leave the service of any establishment of one employer or who are put off before the expiration of twelve (12) months service, shall be paid for proportionate leave for each month served.

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- b. For the purpose of this clause seven (7) day shift workers shall mean those who are required to work regularly on Sundays and Public Holidays.

CLAUSE 19.12 – TERMINATION OF SERVICES

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

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

- b. Termination of services whilst under notice:

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

CLAUSE 19.13 – RECALL TO WORK

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

CLAUSE 19.14 – DISTANT WORK

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

CLAUSE 19.15 – TRAVELLING TIME

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

CLAUSE 19.16 – MINE LEASES

- a. Town Employees working on Perilya mining lease shall receive the town award terms and conditions plus 4.5%.
- b. Town Employees working on a full time basis contracts on Perilya Mine Lease shall receive the Perilya rate or wages and all Perilya privileges.

CLAUSE 19.17 – HEIGHT MONEY

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

CLAUSE 19.18 – OVERTIME

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

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

TRADES WAGE SCHEDULE

Effective from the first full pay period on or after 1st October 2009

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.

	Full Time Rate	Part Time Rate 1/38th	Casual Rate x1.5
Process Worker (Engineering production employee)	656.25	17.27	25.90
Basic Tradeperson	771.85	20.31	30.47
Engineering Tradeperson (Multiskilled)	795.80	20.94	31.41
Engineering Tradeperson (Special Class)	829.76	21.84	32.75
Engineering Tradeperson (Senior Tradeperson)	867.54	22.83	34.24

APPRENTICES	%	Junior Use Engineering Tradeperson (Multiskilled)	%	Adult Use Process Worker for first 2 years of Apprenticeship
1 st year	42	334.23	85%	531.40
2 nd year	55	437.69	85%	531.40
3 rd year	75	596.85		596.85
4 th year	88	700.30		700.30

Bona Fide Trainee – 80% of the adult weekly rate or the Junior rate for the same Classification of the Traineeship being undertaken.

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

On Call Allowance \$89.66 per week

The above rates incorporate the Broken Hill Allowance of \$12.40 as part of the total rate of pay.

TRANSPORT

TERMS AND CONDITIONS OF EMPLOYMENT

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

CLAUSE 3 – HOURS OF EMPLOYMENT

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

SECTION II – LONG DISTANCE WORK

“Long distance work” shall mean driving work on return trips which are always in excess of 300 road kilometres.

CLAUSE 17 – ANNUAL LEAVE

Each employee after twelve months service in any one establishment of one employer shall be granted five (5) weeks holidays on full pay.

Employees who leave the service of any establishment or is put off before the expiration of twelve months service shall receive proportionate payment accordingly, and in conformity with the Annual Holiday Act NSW.

Holidays may be taken in one or two separate periods, and in the case of two periods being agreed upon, the definite commencing dates for each period shall be agreed upon prior to the commencement of the first period of leave being taken.

Part-time employees receive pro-rata Annual Leave entitlements.

ANNUAL LEAVE LOADING

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

CLAUSE 18 – LONG SERVICE LEAVE

Please refer to General Clauses, Clause 1.17 – Long Service Leave.

CLAUSE 19 – SICK LEAVE

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

CLAUSE 48 – DEFINITIONS

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

CLAUSE 49 – AREA, INCIDENCE AND DURATION

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

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

TRANSPORT WAGE SCHEDULE

Effective from the first full pay period on or after 1st October 2009

Grade	Weekly Rate	Part Time Rate 1/38th	Casual Rate Time+15%
Grade 1	\$657.29	\$17.30	\$19.89
Grade 2	\$675.58	\$17.78	\$20.45
Grade 3	\$688.30	\$18.11	\$20.83
Grade 4	\$699.42	\$18.41	\$21.17
Grade 5	\$727.97	\$19.16	\$22.03
Grade 6	\$735.12	\$19.35	\$22.25
Grade 7	\$756.83	\$19.92	\$22.90
Grade 8	\$801.20	\$21.08	\$24.25
Furniture Removalist Offsider	\$664.03	\$17.47	\$20.10
Chauffeur	\$662.75	\$17.44	\$20.06

Bona Fide Trainee – 80% of the adult weekly rate or the Junior rate for the same Classification of the Traineeship being undertaken.

Long Distance Work	Rates cents per km
Transport Worker Grade 7 and below	33.02
Transport Worker Grade 8	33.50
Allowances	Amount
HIAB type crane or mechanical device	\$30.48 per week
Furniture for employees engaged in furniture removal	\$5.54 per day or part thereof
Meal Allowance	\$11.14 per meal
Leading Hand Allowance	\$33.45 per week

TRANSPORT – TOURIST & SERVICE COACH DRIVERS

TERMS AND CONDITIONS OF EMPLOYMENT

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

CLAUSE 21.1 – ANNUAL LEAVE

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

CLAUSE 21.2 – LONG SERVICE LEAVE

Please refer to General Clauses, Clause 1.17 – Long Service Leave.

CLAUSE 21.3 – AREA, INCIDENCE AND DURATION

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

**TRANSPORT - TOURIST & SERVICE COACH DRIVERS
WAGE SCHEDULE**

Effective from the first full pay period on or after 1st October, 2009

	Weekly Rate	Part Time Hourly Rate 1/38th	Casual Hourly Rate Time+15% 5/47th Hols
Adult Employees	667.23	17.56	20.19

Bona Fide Trainee – 80% of the adult weekly rate or the Junior rate for the same Classification of the Traineeship being undertaken.

Other Rates & Allowances		
Driver to issue tickets and collect fares	\$3.05 per day	Driver to issue tickets and collect fares
Driving Instructor Allowance	\$6.19 per day	Driving Instructor Allowance
Meal Allowance	\$11.45 per meal	Meal Allowance

**WAREHOUSE & CARRIERS,
WHOLESALE WINE & SPIRIT MERCHANTS**

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

DEFINITIONS

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

CLAUSE 22.1 – HOURS OF LABOUR

- a. As of 1 July 1999 the ordinary hours of work shall not exceed thirty eight (38) per week excluding meal breaks. The hours shall be between 6.00 am and 6.00 pm Monday to Friday inclusive.
- b. The starting and ceasing times shall be fixed by the individual employer to suit the circumstances of the particular business. The starting and ceasing times, having been fixed under this clause, no alteration shall be made except by mutual agreement of the parties.
- c. The meal break shall be one half hour to be taken between 12 noon and 2.00 pm.
If any employee is not allowed to take his meal break between 12 noon and 2.00 pm, overtime shall be paid for that time and the sum of \$7.41 for the meal.
- d. If agreeable between employer and employee, the ordinary working hours can be averaged over a 12 week period, as per Section 22 – Ordinary Working Hours in the *NSW Industrial Relations Act, 1996*.

CLAUSE 22.2 – CASUAL EMPLOYEES

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

CLAUSE 22.3 – PART-TIME EMPLOYEES

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

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

-
- d. All time worked in excess of eight hours per day shall be overtime and paid for at the rate prescribed for other weekly employees.
 - e. The hours of duty each day shall be worked continuously. Provided that an employee who is required to work longer than four hours shall be granted an unpaid meal break of not less and not more than thirty minutes.
 - f. Part-time employees shall be paid hourly rates of pay calculated at 1/38th of the weekly rate plus ten percent.
 - g. Notwithstanding anything else contained in this Consent Award, the provisions of this Consent Award with respect to Annual Leave, Annual Leave Loading, Sick Leave, Long Service Leave, Compassionate Leave, Parental Leave and Holidays shall apply to part-time employees on a pro-rata basis for each employee.
 - h. One month's notice is to be given to change an employee's employment from part-time to casual.
 - i. Part-time employees may be asked to work full-time on a temporary basis to allow coverage for staff absences.

CLAUSE 22.4 – WEEKEND PENALTY

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

CLAUSE 22.5 – OVERTIME

Refer to Clause 1.21

CLAUSE 22. 6 – JUNIOR EMPLOYEES

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

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

**WAREHOUSE & CARRIERS,
WHOLESALE WINE & SPIRIT MERCHANTS WAGE SCHEDULE**

Effective from the first full pay period on or after 1st October, 2009

ADULTS	Weekly Rate	Part Time Hourly Rate 1/38th +10%	Casual Hourly Rate 115%
Checker, Assembler, Sorter, Replenisher, Stock Hand Wrapper/ Tier, Indoor Salesperson, Storeperson	621.53	17.99	18.81
Head Storeperson 1-4 Employees	640.94	18.55	19.40
Head Storeperson 5-12 Employees	652.06	18.88	19.73

JUNIORS	%	Weekly Rate	Part Time Hourly Rate 1/38th	Casual Hourly Rate 115%
16 Years and under	60	372.92	10.79	11.29
At 17 years of age	65	403.99	11.69	12.23
At 18 years of age	75	466.15	13.49	14.11
At 19 years of age	85	528.30	15.29	15.99
At 20 years of age	100	621.53	17.99	18.81

Bona Fide Trainee – 80% of the adult weekly rate or the Junior rate for the same Classification of the Traineeship being undertaken.

Drivers: refer to Transport Industry wage schedule

Penalty rates: All employees shall be paid at the rate of time and one half for all ordinary hours worked between 6am 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.

C.

INDUSTRIAL COMMISSION OF N.S.W.

GORAM: TAYLOR, J.

6th December, 1963.

BROKEN HILL - BARRIER INDUSTRIAL COUNCIL, TOWN EMPLOYEES UNION AND OTHER UNIONS AND CHAMBER OF COMMERCE; RE FOUR WEEKS ANNUAL LEAVE AND MARGINS.

DECISION

In August there was listed before me the matter of a dispute between the Barrier Industrial Council of Broken Hill, the Town Employees Union and other Unions and the Broken Hill Chamber of Commerce regarding matters that had arisen out of the proposed new agreement between the Barrier Council, the unions and the Chamber of Commerce of Broken Hill. Some time about February of this year these parties had met and had discussed the making of new agreements. This was the customary procedure as agreements between the parties named are the usual pattern in industrial matters in Broken Hill. I was informed that there had been many conferences and attempts at agreement but nothing definite had been settled. At the August hearing it seemed that matters had not progressed at all. Later in October of this year I again had the parties before me in Broken Hill and I was then told that there had been further discussions but nothing of any consequence had eventuated. Outstanding between the parties were two issues - the question of four weeks annual leave for employees under the town agreements and the margins to be awarded in the new agreements. Also there is the question of the date of the commencement of any agreement that might be entered into. In the events that then followed the Barrier Industrial Council and the Unions concerned and also the Chamber of Commerce and their constituent members placed before me competing sets of figures each purporting to be issued from the Office of the Commonwealth Statistician which set out to show the extent of trading in Broken Hill over certain census periods and the amount of wages earned, and spent in Broken Hill over

the same census period. From these figures each party drew certain conclusions. The Union viewpoint was that economically and industrially Broken Hill was in a buoyant condition and hence it was argued was able to withstand the impact that might be expected to result from an increase in the quantum of annual leave and any increase in marginal rates. From the employing side as presented by the Chamber it was stated that Broken Hill industries were in a more or less depressed condition and hence a cautious approach should be made to the matter of margins and any question of added annual leave was strenuously opposed. In the result I was left with two competing tables of figures each purporting to have an authentic official source and each claiming to give some weight to the respective arguments presented by the parties. As will appear I have examined both sets of figures as well as I am able to and have given deep consideration to the arguments presented to me by the representatives of the various interests. The whole subject has been fully discussed in an atmosphere quite free from the taint of bitterness and recrimination that was evident earlier.

In the result I do not incline to the view that Broken Hill is in a buoyant industrial position nor do I accept the view that it is depressed and declining. On the whole of the figures and arguments presented I draw the conclusion that Broken Hill is in a sound condition from the point of view of its industries and is in a sound and stable situation in relation to the earning potential of the workers in the town and environs. I form the view that it is no more buoyant nor depressed than any other place. The conclusion, however, is inescapable that it is in a sound condition from a production point of view; that this sound condition may be expected to continue - and in all probability will exhibit upward signs of improvement in the near future. I set out hereafter some conclusions I have come to on this aspect.

Referring firstly to the question of margins - the parties

have been conferring since February and have not reached agreement. I propose to leave the question of margins for further discussion between the parties. I refer them to the principle which has long been established as to Broken Hill agreements and that is the application of the basic wage, the state margin for a relevant award plus the Broken Hill allowance. This would seem to fit all cases except possibly the clerks whose State Award is at present under consideration by the Conciliation Committee. When that Award is issued it should not be too difficult to resolve the clerks matters also. I see no reason why the parties should not reach agreement. They have always done so in the past and I gather from the statements made during the present conferences before me that this system is still the basic system of wage fixation in Broken Hill. I therefore direct the parties to further confer on margins, to report the result to me in a reasonable period and if there is still difficulty I will examine the matter personally in Broken Hill at some time convenient to the parties.

Before proceeding to examine the figures submitted to me and the question of added annual leave I think it pertinent to append a few remarks concerning the City of Broken Hill, some comments regarding its problems and my personal views as to some of the matters which have to be understood before one can proceed to determine Broken Hill industrial questions. Such of these views as are merely personal can of course be disregarded but I put them forward simply as ideas which have occurred to me as a result of personal observation and a deep personal insight into Broken Hill affairs both industrial and generally over a period of almost twenty years. These views are not necessarily relevant to the matters which we are now discussing but the parties will I think appreciate that they may help persons who are not completely conversant with Broken Hill affairs to more adequately understand some of its problems.

The City of Broken Hill has a population of upwards of

thirty thousand people who reside as to the great majority within the confines of the city itself. It is fundamentally a mining town and is dependant on the product of the mines. There are no other substantial industries. There is of course some construction work, Government Departments and the like and there is the business of trading within the town. Some of these things I will refer to later. Of the working population, somewhere about three-quarters are employed in and about the mines and the balance are in the town industries. At one time it was possible to see evidence of neglect in a community sense about the town itself. The roads were bad, the usual amenities associated with civic government were lacking and there was on an overall view an appearance of a somewhat depressing mining community. Of recent years, however, there is an awakening and increasing civic interest both on the part of the mines controllers and on the part of the townspeople also. There is now a modern abattoir, various public amenities, playgrounds, and social and recreational facilities on a high scale. Some of these things have been provided with the help of the mining companies and it is to the credit of these companies that there is a quickening of concern for the lot of the townspeople and an apparent desire on the part of the companies to contribute substantially to the community good. The town is well served with hotels and clubs. I do not regard the restaurants as being very good but that of course is a matter of opinion. There is ample evidence of church and cultural interest an abundance of schools, technical instruction institutions, a large modern hospital and facilities for public amusement and recreation. It is a bright town with plenty of social interest for the very large majority of its people. On this aspect I think it compares more than favourably with a number of large towns in this State. The town suffers very adverse "publicity". Occasionally there is a visitation by press or television interests who usually present features which in my view should never be stressed such as the drinking hours gambling facilities and so on. A recent television feature presented a most unfavourable, and in my opinion unfair, picture of Broken Hill life. It seems to be a common aim

amongst visiting press men to highlight the less favourable features of the community life whereas it is possible to find in the town matters which when presented competently would more properly portray characteristics of the city and its people. From my observation gambling and drinking and such are no different in this town to any other town nor indeed any different to what goes on in Sydney. These things may vary in some particular but it is merely a question of degree. I would say that Broken Hill is better conducted than many other towns I have seen and this too is the opinion of the Police and a number of church authorities with whom I have discussed the matter.

Broken Hill has a big non-English population and this too I consider well-conducted and is merging into the ordinary population in an admirable way.

There are ample sporting activities and there is a recent increase in tourist interest as the Mayor, Alderman Dial, has pointed out. This accent on tourism may further increase or so the parties seem to expect. The recent establishment of the Menindee Water Scheme as it progresses would seem to expand the tourist attraction and would also provide further recreational and social outlets for Broken Hill people. There is no river near the town. The Darling is 70 miles away by good road, there are no nearby towns, the nearest beaches would be at Adelaide which is distant about 300 miles. In a dry time the country round Broken Hill is sandy and sometimes rocky desert with a covering of scrub but recent good seasons have provided good ground cover. The town is surrounded by pastoral properties most of which are sheep properties.

Industrially, Broken Hill is a town of working people. In the main its industrial affairs are controlled by the Barrier Industrial Council. This is a delegate body comprised of representatives of the various Unions and has traditionally a well-merited background of service to the people of the City

and district. It acts on the basis that agreements are made and observed. There is no award making in the usually accepted sense. I think I detect in very recent times a tendency on the part of the Unions to sometimes forget that the spirit as well as the word of the agreement must be always strictly observed. If I might pause to add a word of advice it would be this; that it is very necessary to completely and strictly observe the terms of an agreement and this is so too even if another party to the agreement has seen fit to break some of its clauses. It is the preservation of the agreement system at Broken Hill on which the strength of the Barrier Industrial Council depends. This body has a long history and, in my opinion, a proud one. There have been remarkable figures associated with the Barrier Industrial Council. In my time Mr. E.F. O'Neil, Mr. A. Kersten, Mr. G. Polkinghorne are some whose names come to mind; the present occupants of office Mr. O'Neil and Mr. Fitzpatrick are carrying on in the same tradition as did Mr. Manual, recently appointed to the position of Conciliation Commissioner. On the employing side I have had the benefit of the advice of the late Mr. Alan West and the late Mr. Bailey. These men have contributed enormously to peace in Broken Hill industrial affairs, and hence to the advancement of the people and the good of the community. All have given staunch adherence over the years to the principle of agreement as being the accepted method by which Broken Hill industrial affairs are to be regulated.

Broken Hill is a sound industrial town, the figures of production on the mines evidence this. The mining wage of course receives a great impetus by the additional bonus (which, incidentally was introduced into the industry by the mining companies in the first place). Undoubtedly the basic soundness of the mining companies is attributable to a combination of production methods, applied management and union co-operation. It is essential to maintain this co-operation as a basic principle. Overwards of 12 million pounds is earned in wages yearly and the figures supplied by the

Commonwealth Statistician indicate that the value of retail

sales in the years 1961-62 in the city was in the vicinity of 10 million pounds. There has been in the city a growth of big stores and a diminution in number of the smaller stores. I think Broken Hill can be regarded even by those who criticize it, as a sound solid town with a big earning potential. On all the evidence the possibilities of improvement in this state of affairs far outweigh the chances of any further recession.

I have devoted considerable time to the arguments put forward by both sides concerning the importance of changes in value of retail sales in the Broken Hill area between census dates.

It is well-known that the Commonwealth Statistician is continually working on refinements to the methods of statistical collection and in between the dates on which he collects data for preparation of the "census of retail establishments and other services" any weaknesses revealed by the method of collection in use are progressively eliminated.

Great care is taken by the Statistician either to ensure that figures arrived at from the various censuses are comparable or to point out changes in statistical method which may affect comparability of such figures.

In the overall it does appear that as far as the whole State of New South Wales is concerned any re-arrangement of data has not greatly affected the comparability of figures. This statement, however, is not necessarily true as regards individual areas of New South Wales.

Some instances will suffice to show my meaning as regards changes in methods of collection and presentation of data.

In the 1948-49 census of retail establishments, figures were obtained and published for all establishments with total retail sales of £50 or more. In addition, figures were published for some retail establishments selling basic building materials.

In the 1952-53 census, figures were published only for establishments with total retail sales of £500 or more (not £50

or more as in the previous census). In addition, figures for sales of building materials were excluded from the 1952-53 census.

Immediately it will be seen that total figures for any area or for the State as a whole could not be directly compared from census to census in view of the change in method of compilation of basic data.

In the 1956-57 census the figures as originally published included retail sales of builders' hardware, for example, which in Broken Hill are shown as amounting to £505,000. In the 1961-62 census, the preliminary statement of which has recently been published, sales of builders' hardware were excluded from census figures.

The Statistician in his preface to the 1961-62 census points out that sales of builders' hardware and supplies, business machines and equipment, grain, feed fertilizers and agricultural supplies and tractors have been excluded from the census. To permit reasonable comparisons being made between the 1956-57 and the 1961-62 census results, in the preliminary statement for the 1961-62 census the figures of the 1956-57 census, which originally did include sales of items such as builders' hardware etc., were re-published with sales of such items excluded.

Also excluded from the 1961-62 census and in part or in whole excluded from previous censuses were sales of building materials, farm and industrial machinery and equipment, earth moving equipment etc.

It seems to me that some knowledge of the extent of such sales would be required before a complete appreciation of the difference in total sales could be made for an industrial city such as Broken Hill which is surrounded by pastoral districts. I have no doubt that such figures would prove significant as indicated by the figure of £505,000 for builders' hardware alone, as originally shown in the 1956-57 census. The greatly increased mechanisation of rural industries which has occurred over the

past decade could, I feel, have quite an important bearing on the total extent of retail sales in Broken Hill.

Other factors come to mind which have a bearing on the volume of sales. One readily apparent is the population of the area and here it is noted that the population of Broken Hill is given in the 1954 Commonwealth Census as being 31,351 persons comprising 15,207 males and 15,144 females. The 1961 census figures show the population of Broken Hill as being 31,367 persons comprising 15,749 males and 15,618 females. In 1954, 11,988 persons out of the total of 31,351 were under 21 years of age. I have not obtained figures which show the number of persons under 21 years of age at the 1961 census, although it will be appreciated that the makeup of the population as far as age groups are concerned will have a marked bearing on retail sales.

These population figures show that in the intercensal period 1954-1961 the population in Broken Hill, to all intents and purposes, remained static. It would be wrong, therefore, to compare the volume and value of retail sales in Broken Hill with those in areas other than Broken Hill unless such factors as population makeup and changes were given detailed consideration and appropriately weighted for comparability purposes.

While the bare figures given in the various censuses of retail establishments showing total value of retail sales are indicative of trends in themselves exclusive of other considerations I have mentioned, they should not be taken as presenting the whole picture by any means.

Broken Hill, by virtue of its complete dependence upon the level of prosperity and activity of the major mining companies in the year in which such a census may be taken, is very vulnerable as regards the possibility of being presented in a seemingly adverse position in the short term. It is well-known that retail sales were depressed generally as a result of the recession in the years 1950-52. By virtue of their position socially, industrially and economically, the effects of the recession were experienced in different degrees in different areas.

It seems to me that the consideration of the desirability of introducing social reforms in the Broken Hill area must be looked at in the long term irrespective of temporary recessions

which may occur. In this regard I would like to refer to the present and anticipated future level of prosperity in Broken Hill as revealed recently in the Chairman's Reports of two of the four major mining companies.

The Australian Financial Review of November 13th, 1963, reports that Mr. M.L. Baillieu, Chairman of Directors of North Broken Hill Limited, when speaking at the annual meeting of the Company on November, 1st, said that on present indications market conditions of the metals derived from the Company's concentrates were healthier than they had been for some time. If prices remained at present levels he was confident of the ability of the Company to earn satisfactorily. Mr. Baillieu stressed the importance to the Company's present and future activities of the No. 3 Shaft which was in operation. He outlined the substantial contribution it was making in production as well as in providing a consistently higher grade of ore than from elsewhere.

At a later stage in his address, Mr. Baillieu said that the average output of North contract stoping miners for the year rose to 13.53 tons a man shift which was the best figure so far achieved in the history of the Company.

Quarterly results of North Broken Hill Limited for the last five quarters showed indicated gains on operations, before royalty and taxation of:

July/September, 1962	£ 55,000
October/December, 1962	£202,000
January/March, 1963	£509,000
April/June, 1963	£681,000
July/September, 1963	£735,000

On Friday, November 15th, 1963 the Australian Financial Review reports that Mr. Lindsay Clark, Chairman of Directors, Broken Hill South Limited, when speaking at the annual meeting of

the Company stated that the net profit of the Company had increased to £943,000 as compared with £557,000 in 1962. The significant contributions to this increase came from mining operations at Broken Hill and revenue received from dividends and interest. Mr. Clark further said that ore production at Broken Hill rose by 13 per cent over the previous year and that increased production had brought about a lower cost per ton of £7.9.0 compared with £7.15.8 the previous year. Average prices of lead, zinc and silver are running at a higher level in the new financial year and during the second quarter of 1963 the world lead market finally emerged from the period of excess production capacity which had existed from 1957, and supply and demand presently appeared in balance. Zinc had also emerged from a period of excess production capacity in 1960.

There is no doubt from the statements made at the annual meeting of the two Companies mentioned that conditions as far as the Broken Hill mines are concerned are more buoyant now, and it is anticipated will remain so for some time, than they have been over latter years. Invariably the prosperity of the mine is reflected in the prosperity of the people of Broken Hill. In turn it is reasonable to assume that retail traders in Broken Hill may look forward to increasingly prosperous conditions.

This then is a brief word picture of Broken Hill and its people and industries and in a general sense the conditions one finds there. As I have stated it is neither buoyant nor depressed but it is, on a clear view, a place where things in all probability will improve on present standards.

The application is that the annual leave of workers in the town industries should be four weeks per annum and that the agreements when finalised should so provide.

Having considered all that was put and giving it deep consideration I recommend to the parties that they complete their agreements and that such agreement contain a provision for four weeks annual leave. I further recommend that the

qualifying period for which this period of leave is to *operate* should commence as from 1st January, 1965. Apart from the general considerations which I have attempted in the above survey to illustrate I base my recommendation principally on the following specific grounds:-

- (1) Broken Hill is an isolated community and deserves special consideration on this aspect alone. Despite all the added advantages of increasing transport facilities and the like, it remains an isolated community. It is in a special situation and its workers because of the isolation are entitled to this added leave. This principle was recognised as long ago as 1928 in relation to public servants in Broken Hill. It is in my view as sound a principle to-day.
- (2) Workers in the town need the additional leave to provide recreation, holidays, medical services in addition to those provided in the town itself. It is necessary in my view as a matter of social justice that there should be adequate means by way of added leave to get to places necessary for health, rest and educational reasons.



DECISION

Fair Work Act 2009

s.185 - Application for approval of a single-enterprise agreement

Essential Energy
(AG2013/10190)

ESSENTIAL ENERGY FAR WEST (ELECTRICITY) ENTERPRISE AGREEMENT 2013

Electrical power industry

SENIOR DEPUTY PRESIDENT
HAMBERGER

SYDNEY, 4 DECEMBER 2013

Application for approval of the Essential Energy Far West (Electricity) Enterprise Agreement 2013.

[1] An application has been made for approval of an enterprise agreement known as the *Essential Energy Far West (Electricity) Enterprise Agreement 2013* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act).

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 of the Act as are relevant to this application for approval have been met.

[3] The Australian Municipal, Administrative, Clerical and Services Union (ASU) the Shop, Distributive and Allied Employees Association (SDA) and the Construction, Forestry, Mining and Energy Union (CFMEU), being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover it. In accordance with s.201(2) of the Act I note that the Agreement covers the organisations.

[4] The Agreement is approved and will operate from 11 December 2013. The nominal expiry date of the Agreement is 30 June 2015.



SENIOR DEPUTY PRESIDENT

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**Essential Energy Far West
Electricity Enterprise
Agreement 2013**

SECTION 1 – ADMINISTRATIVE PROVISIONS	5
1.1 TITLE	5
1.2 PARTIES	5
1.3 COVERAGE	5
1.4 EXCLUSIONS FROM COVERAGE	5
1.5 DATE AND PERIOD OF OPERATION	5
1.6 OBJECTIVES	5
1.7 FUTURE NEGOTIATIONS	6
1.8 DEFINITIONS	6
1.9 SAFETY	6
1.10 ANTI-DISCRIMINATION	7
1.11 INDIVIDUAL FLEXIBILITY ARRANGEMENTS	7
1.12 CONSULTATION & COMMUNICATION	8
1.13 WORK PRACTICE CHANGE	9
1.14 DISPUTE & GRIEVANCE RESOLUTION PROCEDURE	9
1.15 PAYMENT	11
1.16 DEDUCTION OF UNION MEMBERSHIP FEES	11
1.17 CLASSIFICATION AND RATES OF PAY	11
1.18 CALCULATION OF SERVICE	12
1.19 APPOINTMENTS AND PROGRESSION	12
1.20 COMPETENCIES	12
1.21 SECURE EMPLOYMENT	12
1.22 SALARY SACRIFICE	14
1.23 SUPERANNUATION	15
1.24 RECOVERY OF OVERPAYMENTS	15
SECTION 2 – HOURS OF WORKS PROVISIONS	16
2.1 HOURS OF WORK	16
2.2 SHIFT WORK	17
2.3 OVERTIME	22
2.4 ON CALL AND STANDING BY	24
2.5 MEAL TIME AND ALLOWANCES	26
2.6 TRAVELLING TIME AND FARES	27
SECTION 3 - EMPLOYMENT PROVISIONS	29
3.1 TERMS OF EMPLOYMENT	29
3.2 TYPES OF EMPLOYMENT	30
3.3 PERFORMING ALTERNATIVE WORK	31
3.4 WORKING AWAY FROM HOME	32
3.5 WORKPLACE FLEXIBILITY	32

SECTION 4 - LEAVE AND HOLIDAY PROVISIONS	34
4.1 ANNUAL LEAVE.....	34
4.2 ADDITIONAL ESSENTIAL ENERGY HOLIDAY	35
4.3 PUBLIC HOLIDAYS.....	35
4.4 PERSONAL LEAVE.....	36
4.5 CARER'S LEAVE.....	37
4.6 LONG SERVICE LEAVE	39
4.7 PARENTAL LEAVE	41
4.8 JURY SERVICE LEAVE	42
4.9 COMPASSIONATE LEAVE.....	43
4.10 UNION TRAINING LEAVE	43
4.11 ACCIDENT LEAVE.....	44
4.12 DOMESTIC VIOLENCE LEAVE.....	45
SECTION 5 – ALLOWANCES.....	47
5.1 LEADING HAND ALLOWANCE	47
5.2 ELECTRICAL SAFETY RULES ALLOWANCE.....	47
5.3 FIRST AID ALLOWANCE.....	47
5.4 CHIEF FIRE WARDEN ALLOWANCE	48
5.5 AREA CLIMATE ALLOWANCE.....	48
5.6 AIRCRAFT ALLOWANCE	48
5.7 TRAINING ALLOWANCE.....	48
5.8 PRIVATE MOTOR VEHICLE ALLOWANCES	48
5.9 CREW COORDINATOR ALLOWANCE	49
5.10 DEPOT CONTROLLER ALLOWANCE	49
5.11 CAMPING ALLOWANCE.....	49
5.12 TOWING ALLOWANCE.....	49
5.13 CLIMBING ALLOWANCE.....	49
5.14 CONFINED SPACES ALLOWANCE.....	49
5.15 DIRTY WORK ALLOWANCE	50
5.16 LIVING AWAY ALLOWANCE.....	50
5.17 PLANT OPERATOR ALLOWANCE	50
5.18 MOVEMENT OF ALLOWANCES	50
SECTION 6 – MISCELLANEOUS	51
6.1 OUTSOURCING	51
6.2 DRIVERS LICENCE	51
6.3 WET WEATHER AND EXTREME CONDITIONS	52
6.4 TOOLS.....	52
6.5 PERSONAL PROTECTIVE EQUIPMENT (PPE) AND CLOTHING.....	52
6.6 UNION DELEGATES' CHARTER	53
6.7 SUPPLY OF RESIDENCE.....	53

6.8	NO EXTRA CLAIMS	54
6.9	PHASED RETIREMENT	54
6.10	ISOLATED AREAS – INCLUDING INDIGENOUS ISSUES	54
6.11	ENGAGEMENT OF LABOUR HIRE AGENCY WORKERS	54
6.12	TABLE 1: ESSENTIAL ENERGY FAR WEST ELECTRICITY RATES OF PAY	55
6.13	TABLE 2: ESSENTIAL ENERGY FAR WEST ELECTRICITY SHIFT ALLOWANCES	56
6.14	TABLE 3: ESSENTIAL ENERGY FAR WEST ELECTRICITY ALLOWANCES	56
6.15	TABLE 4: ESSENTIAL ENERGY FAR WEST ELECTRICITY SAFETY RULES ALLOWANCE	57
6.16	ELECTRICAL SAFETY RULES ALLOWANCE GUIDELINE	57
SECTION 7 – CLASSIFICATIONS FOR PURPOSES OF COVERAGE		61
SECTION 8 - AGREED VARIED CONDITIONS FOR PARTICULAR CLASSIFICATIONS		62
8.1	APPLICATION	62
8.2	SCHEDULE 1 – DIVISIONAL ASSISTANTS.....	62
8.3	SCHEDULE 2 - MANAGERS & SPECIALISTS.....	62
8.4	SCHEDULE 3 – TECHNICAL TRAINING SERVICES/OPERATIONS (WORKPLACE TRAINER & ASSESSOR).....	63
SECTION 9 – PROGRESSION GUIDELINES		64
9.1	PROGRESSION GUIDELINES	64
9.2	PROGRESSION ARRANGEMENTS.....	65
SECTION 10 - FAR WEST REDUNDANCY PROVISIONS		80
10.1	FAR WEST REDUNDANCY PROVISIONS	80
10.2	VOLUNTARY REDUNDANCY	80

SECTION 1 – ADMINISTRATIVE PROVISIONS

1.1 TITLE

This Agreement is a single enterprise agreement made in accordance with Section 172 of the Fair Work Act 2009 (Cth) and shall be known as the Essential Energy Far West (Electricity) Enterprise Agreement 2013 (the Agreement).

1.2 PARTIES

The parties to this Agreement are:

- Essential Energy
- Essential Energy Far West Electricity Employees as defined in Clause 1.3 (Coverage)
- The Construction, Forestry, Mining and Energy Union, Mining and General Division (South Western District) NSW Branch (CFMEU),
- Shop Distributive & Allied Employees' Association (SA Branch) (SDA).

1.3 COVERAGE

This Agreement applies to Essential Energy and its Far West Electricity Employees (as defined in Clause 1.8 Definitions) employed in the classifications contained in Section 7 of this Agreement.

This Agreement otherwise governs all employment, wages and conditions of the employees to whom this Agreement applies.

1.4 EXCLUSIONS FROM COVERAGE

This Agreement operates to the exclusion of and supersedes or replaces the following Awards and Agreements in their entirety:

- Electrical Power Industry Award 2010
- Essential Energy Far West Electricity Enterprise Agreement 2011
- Essential Energy Enterprise Agreement 2011 (or its successor)

This Agreement includes Section 8 (Agreed Varied Conditions for Particular Classifications). Where there is any inconsistency between these Schedules and the terms and conditions of this Agreement, the Schedules shall take precedence to the extent of the inconsistency.

1.5 DATE AND PERIOD OF OPERATION

This Agreement shall take effect from the first full pay period beginning seven (7) days after Fair Work Commission approves the enterprise agreement. Thereafter, this Agreement shall remain in force until 30 June 2015 and will continue to operate until it is replaced by a new Agreement or terminated in accordance with the Act.

1.6 OBJECTIVES

The agreed objectives of this Agreement are:

- a) Demonstrated high value commitment to Work Health and Safety from Essential Energy employees.
- b) Achievement of Essential Energy's corporate business objectives and strategies.

- c) Delivery of quality customer service and continuous improvement programs.
- d) Development of the highest quality training, career opportunities and work health and safety programs and policies.
- e) Recognition of the contributions of all employees to improvements in safety, productivity, efficiency and competitiveness, and their participation in the achievement of these objectives.
- f) To provide terms and conditions of employment in conjunction with operational policies and procedures.

1.7 FUTURE NEGOTIATIONS

At least three (3) months before the nominal expiry date of this Agreement the parties shall commence negotiations for a replacement Enterprise Agreement.

1.8 DEFINITIONS

Act means the Fair Work Act 2009.

Far West Electricity Employees means employees whose permanent and primary place of work is at:

- an Essential Energy depot or office within the geographic location of the New South Wales Far West and Yancowinna County Local Council Boundaries as defined by the Division of Local Government as at July 2011;
- Balranald, Moulamein, Tooleybuc, Menindee or Wilcannia depot or office.

This does not include employees working in the Essential Energy's water business, a Local Water Utility defined under the Water Management Act (NSW) 2000, which operates as a business unit within Essential Energy.

Dismissal means termination of employment for misconduct, inefficiency, incapacity, unsatisfactory performance, or repeated absences from work.

Medical Certificate means a certificate provided by a registered or licensed health practitioner under a law of a State or Territory that provides for the registration or licensing of health practitioners.

1.9 SAFETY

The health, safety and wellbeing of Essential Energy employees are of paramount importance. Essential Energy's Health, Safety and Environment Policy embodies the following commitments to employee safety:

- a) To ensure the safety of all employees Essential Energy will provide a safe working environment in accordance with relevant Work Health and Safety legislation.
- b) All employees will work in a safe manner as required under the Work Health and Safety Act 2011 and regulations as varied from time to time.
- c) Employees are required to wear appropriate personal protective clothing and use safety equipment for the purpose for which they are provided, and observe all health, safety and environment policies and procedures.
- d) Essential Energy commits to the payment of an Electrical Safety Rules Allowance paid for all purposes of the Agreement as described in Section 6 Clause 6.16 (Electrical Safety Rules Allowance Guideline) and Clause 6.15 (Essential Energy Far West Electrical Safety Rules Allowance).

1.10 ANTI-DISCRIMINATION

- a) It is the intention of the parties to seek to prevent and eliminate discrimination on the grounds of race, sex, age, marital status, family responsibilities, disability, trade union membership or activity, homosexuality, transgender identity, national extraction or social origin.
- b) The parties have obligations to take all necessary steps to ensure that the operation of the provisions of this Agreement is not directly or indirectly discriminatory in their effect.
- c) Under the Anti-Discrimination Act 1977, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- d) Nothing in this clause is to be taken to affect:
 - (i) Any conduct or act which is specifically exempted from anti-discrimination legislation
 - (ii) Offering or providing junior rates of pay to person's under 21 years of age
 - (iii) Any act or practice of a body established to propagate religion which is exempted under Section 56 (d) of the Anti-Discrimination Act 1977
 - (iv) A party to this Agreement from pursuing matters of unlawful discrimination in any State or Federal jurisdiction

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

1.11 INDIVIDUAL FLEXIBILITY ARRANGEMENTS

- a) An employer and employee covered by this Enterprise Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
 - (i) the Agreement deals with one (1) or more of the following matters:
 - arrangements about start and/or finish times where requested by an employee and mutually agreed with the employee's immediate supervisor
 - the taking of accumulated rostered days off
 - (ii) the arrangement meets the genuine needs of the employer and employee in relation to one (1) or more of the matters mentioned in paragraph (a); and
 - (iii) the arrangement is genuinely agreed to by the employer and employee.
- b) The employer must ensure that the terms of the individual flexibility arrangement:
 - (i) are about permitted matters under section 172 of the Fair Work Act 2009; and
 - (ii) are not unlawful terms under section 194 of the Fair Work Act 2009; and
 - (iii) result in the employee being better off overall than the employee would be if no arrangement was made.
- c) The employer must ensure that the individual flexibility arrangement:
 - (i) is in writing; and
 - (ii) includes the name of the employer and employee; and
 - (iii) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (iv) includes details of:
 - the terms of the Enterprise Agreement that will be varied by the arrangement; and
 - how the arrangement will vary the effect of the terms; and

- how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (v) states the day on which the arrangement commences.
- d) The employer must give the employee a copy of the individual flexibility arrangement within fourteen (14) days after it is agreed to.
- e) The employer or employee may terminate the individual flexibility arrangement:
 - (i) by giving no more than twenty-eight (28) days written notice to the other party to the arrangement; or
 - (ii) if the employer and employee agree in writing — at any time.

1.12 CONSULTATION & COMMUNICATION

1.12.1 Consultative Committee Formation

Essential Energy will form Consultative Committees from time to time consisting of representatives of Essential Energy employees, the unions and Essential Energy management.

During the term of this Agreement, proposed changes (other than in direct response to a statutory obligation) that will materially impact employees will be subject to consultation using Consultative Committees.

Consultative Committees will seek to apply interest-based techniques to assist in understanding the interests and concerns of Essential Energy employees, the unions and Essential Energy management.

As part of the formation of any Consultative Committee, the Committee will establish an agreed consultation plan, clearly describing the subject nature of the consultation, the intended consultative process steps and the timetable for completion of these steps.

Should the representatives on a Consultative Committee be unable to agree upon a consultation plan as described in this clause, they will have recourse to the Disputes Procedure.

1.12.2 Consultative Committee Objectives

The objectives relate to major and strategic issues that may affect the relationship between Essential Energy and its employees and include:

- a) to enable Essential Energy to keep its employees, and the unions representing them, informed;
- b) to enable unions and their members to keep Essential Energy informed;
- c) to enable employees to have input to the decisions of management;
- d) to facilitate the exchange of views between employees and management;
- e) to provide a forum for the exploration and understanding of "best practice" and its application within Essential Energy;
- f) to act as a 'think tank' to raise ideas and concepts and provide a forum to discuss improvements in Essential Energy's performance and efficiency;
- g) to enable the establishment of mechanisms to gauge and report upon productivity improvement.

1.12.3 Disputes

At any time during the process outlined in this clause either party may refer the matter to the Disputes & Grievance Resolution Procedure (Clause 1.14 of this Agreement) for resolution.

1.13 WORK PRACTICE CHANGE

1.13.1 Continuous Improvement and Best Practice

Essential Energy seeks continuous improvement and best practice in all that we do. Essential Energy employees, the unions and Essential Energy management commit to actively supporting and contributing to the "process" of change.

The primary focus for improvement will be upon internally developing and implementing efficiencies to address Essential Energy's performance challenges while ensuring safety, cost effectiveness and service to our customers. Our collective aim is to be safe, competitive and achieve best practice with the goal of achieving sustainable internal employment levels.

As part of the search for continuous improvement and best practice, Essential Energy will seek to benchmark across regions and depots for best practice and to identify and prioritise the areas where productivity improvement can or should be achieved.

The parties including relevant work groups/employees may, via the consultative process in this Agreement, utilise external benchmarking prior to market testing to permit internal efforts to improve efficiencies and become more competitive.

1.13.2 Change Following Consultation

Any change will only occur following the consultation process outlined in Clause 1.12.

Consistent with the overall intent of this clause Essential Energy employees, the unions and Essential Energy management will seek to adopt ways to most efficiently utilise the resources and time commitment required from those involved in consultation processes (such as shop floor people, line management, delegates, union officials and senior managers).

1.13.3 Assessment Criteria

Assessment criteria will include but is not limited to:

- safety;
- hardship;
- workload;
- job security;
- building mutual respect and job satisfaction;
- tangible productivity improvement; and,
- any other legislative requirements.

1.14 DISPUTE & GRIEVANCE RESOLUTION PROCEDURE

1.14.1 Dispute Resolution Procedure

The dispute resolution procedure will be used to deal with all disputes arising out of the employer-employee relationship.

While a dispute is being dealt with under the dispute resolution procedure the status quo is to be maintained; that is the situation that existed immediately prior to the issue that gave rise to the dispute.

While a dispute is being dealt with under the dispute resolution procedure work is to continue as normal. The process will not be accompanied by industrial action.

Disputes should, as far as possible, be resolved at their source and at the lowest possible level.

Disputes should remain in the part of the organisation concerned without interference from employees not involved.

All those involved in dealing with a dispute should adopt an interest-based approach. They should appreciate the interests and points of view of the other parties, approach discussions in good faith, work co-operatively to try and resolve the matter, and arrange and attend meetings without unnecessary delay. Essential Energy will, where possible, take the needs of employees into account when making decisions.

1.14.2 Local matters

Tier 1: Resolution of local matters will be sought at their source with the involvement of the following:

- the employee(s) concerned and the union delegate (if requested by the employee(s));
- the supervisor and manager (if required);
- the relevant union(s).

Tier 2: If the issue or dispute is not resolved at the local level, it may be referred to the corporate level with involvement of the following:

- the union organiser(s), relevant local delegate and employee(s) concerned if necessary;
- Executive Manager(s) affected local manager(s), General Manager People & Services and Manager Employee Relations.

An independent third party facilitator may be engaged to assist in resolving the issue or dispute, if agreed by all affected parties.

Tier 3: If the issue or dispute remains unresolved, it may be referred to the Fair Work Commission for conciliation and/or arbitration, by either Essential Energy and/or the relevant union(s) with the rights of the parties to appeal being reserved. If both parties agree, a person other than the Fair Work Commission can be asked to deal with the issue or dispute, as provided for under s. 740 of the Fair Work Act 2009.

1.14.3 Corporate-wide issues

Tier 2: Claims or issues may be raised by either:

- Employee(s);
- Relevant Union(s); or
- Essential Energy.

Resolution of the issues raised should involve:

- Relevant member(s) of Executive Management and any other necessary resources, and
- Union Organisers and relevant Delegates to ensure input reflects the organisation or the issues raised.

Tier 3: If the issues remain unresolved the matter may be referred to the Fair Work Commission for conciliation and/or arbitration with the rights of the parties to appeal being reserved. If both parties agree, a person other than the Fair Work Commission can be asked to deal with the issue or dispute, as provided for under s. 740 of the Fair Work Act 2009.

1.14.4 Other agreed initiatives

There will be joint training of union delegates and line managers in dispute resolution.

The parties will work together actively to identify any "grey areas" in the Agreement and seek to agree on the correct interpretation before disputes arise. The Manager Employee Relations will collate the various interpretations made by FWC of provisions in the Agreement and share these with the unions, together with all workgroup arrangements and other understandings. The Employee Relations team will circulate a regular update providing information on pay and conditions issues.

1.15 PAYMENT

- a) Employees shall be paid fortnightly and pay shall be available at the commencement of business on Thursdays by direct crediting of pay to an employee's nominated Bank, Building Society or Credit Union account.
- b) Essential Energy reserves the right to change the day in which payment is made. In this instance, employees would be compensated accordingly. Consultation between the parties would be held prior to any action being undertaken.
- c) Essential Energy shall deduct out of an employee's pay such amounts as the employee requests, in writing, in respect of contributions or payments for approved purposes.

1.16 DEDUCTION OF UNION MEMBERSHIP FEES

- a) The union shall provide the employer with a schedule setting out union weekly membership fees payable by members of the union in accordance with the union's rules.
- b) The union shall advise the employer of any change to the amount of weekly membership fees made under its rules. Any variation to the schedule of union weekly membership fees payable shall be provided to the employer at least one (1) month in advance of the variation taking effect.
- c) Subject to a) and b) above, the employer shall deduct union weekly membership fees from the pay of any employee who is a member of the union in accordance with the union's rules, provided that the employee has authorised the employer to make such deductions.
- d) Monies so deducted from the employee's pay shall be forwarded regularly to the union together with all necessary information to enable the union to reconcile and credit subscriptions to the employee's union membership accounts.
- e) Unless other arrangements are agreed to by the employer and the union, all union membership fees shall be deducted on a fortnightly or monthly basis in line with the relevant employee's pay arrangements.
- f) Where an employee has already authorised the deduction of union membership fees 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 continue.

1.17 CLASSIFICATION AND RATES OF PAY

The classification of all roles shall be determined by the major and substantial functions and duties of a position in accordance with the position description.

The corresponding weekly rates of pay in Section 6 Clause 6.12 Table 1 (Essential Energy Far West Electricity Rates of Pay) of this Agreement shall apply to employees in their respective classifications. The rates are inclusive of annual leave loading.

1.18 CALCULATION OF SERVICE

An employee's service with Essential Energy for all purposes of this Agreement shall be taken to be that period from the date of commencement to the date of termination of employment, such dates to be inclusive provided that entitlements due under this Agreement shall be subject to the deduction of any entitlements taken or represented by payment in lieu thereof made to the employee upon termination of employment or upon transfer from one body to another. Periods included:

- a) Service with Essential Energy shall include that period with the former previous employment with Australian Inland, Australian Inland Energy, Australian Inland Energy and Water, Broken Hill Water Board, Murray River County Council, Murray River Electricity, Broken Hill City Council and PcPro.
- b) Employment with a Group Training Company during the term of an Apprenticeship/Traineeship for the period/s hosted by Essential Energy or the former electricity distributors as listed above.
- c) Approved periods of leave with pay.
- d) Periods of approved personal leave with pay.
- e) Periods of absence for which the employee is entitled to Accident Pay and/or Worker's Compensation.
- f) Periods of leave without pay, if specifically approved as leave without pay that counts as service.
- g) Any absence engaged in Defence Service Training or periods of service under enlistment with any of Her Majesty's Forces, provided the employee has enlisted or been engaged in Defence Service from and returned directly to the service of Essential Energy.
- h) Any temporary employment, which is continuous with a period of full time employment.

1.19 APPOINTMENTS AND PROGRESSION

Appointments will be made at the base classification rate for each applicable role. Appointments may be made above the entry level for the classification for an applicable role within the appropriate evaluated band subject to approval by executive level management.

Progression within each classification will be as described for each role in the Section 9 - Progression Guidelines.

In addition to the progression criteria as mentioned above, all progression will be subject to satisfactory performance determined from performance review.

1.20 COMPETENCIES

The parties to this Agreement remain committed to the Australian Qualifications Framework, however qualification attainment will be at the discretion of the business, and subject to business needs unless a regulatory or licensing outcome is required for the role.

1.21 SECURE EMPLOYMENT

1.21.1 Objective of this Clause

The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.

1.21.2 Casual Conversion

- a) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Agreement during a calendar period of six (6) months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this sub-clause.
- b) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four (4) weeks of the employee having attained such period of six (6) months. However, the employee retains his or her right of election under this sub-clause if the employer fails to comply with this notice requirement.
- c) Any casual employee who has a right to elect under paragraph (a), upon receiving notice under paragraph (b) or after the expiry of the time for giving such notice, may give four (4) weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four (4) weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- d) Any casual employee who does not, within four (4) weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- e) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- f) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (c), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (c), discuss and agree upon:
 - (i) whether the employee will convert to full-time or part-time employment; and
 - (ii) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this Agreement.

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.

- g) Following an agreement being reached pursuant to paragraph (f), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- h) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this sub-clause.

1.21.3 Work Health and Safety

- a) For the purposes of this sub-clause, the following definitions shall apply:
- (i) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (ii) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
- b) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following: (either directly, or through the agency of the labour hire or contract business)
- (i) Consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
 - (ii) Provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (iii) Provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (iv) Ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- c) Nothing in this sub-clause b) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the Work Health and Safety Act 2011 or the Workplace Injury Management and Workers Compensation Act 1998.

1.21.4 Disputes Regarding the Application of this Clause

Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this Agreement.

This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the Apprenticeship and Traineeship Act 2001 (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

1.22 SALARY SACRIFICE

The following employee salary sacrifice options are available in Essential Energy:

- a) Employees may elect to receive superannuation benefits in lieu of a proportion of their Agreement wages. The employee's election to vary this superannuation benefit must be in writing and must occur no more than once per calendar year.
- b) Where approved and in accordance with the Essential Energy Operational Procedure: Fleet: Private Use of Vehicles, an employee may elect to salary sacrifice private use contributions arising from their use of an Essential Energy motor vehicle with an approved private use component.

- c) Any additional salary sacrifice option which becomes available during the life of this Agreement that meets ATO guidelines or rulings will be subject to review and agreement of the parties prior to implementation.

1.23 SUPERANNUATION

- a) At the commencement date of this Agreement, employees covered by the Agreement will receive a 15% employer contribution to superannuation.
- b) The legislated increases in the SGC contribution during the term of this Agreement (0.25% on 1 July 2013 and 0.25% on 1 July 2014) will be absorbed within the 15% employer contribution set out in clause a) above.
- c) Subject to the provision of relevant superannuation legislation, employees under this Agreement will have their superannuation contributions paid into the Energy Industries Superannuation Scheme (EISS).
- d) An employee may elect in lieu of being paid an amount of Agreement Wages to have an equivalent amount paid by way of superannuation contributions in accordance with the relevant provisions of their scheme to the maximum extent permitted by law.
- e) Subject to the provisions of relevant superannuation legislation, these contributions shall be paid to the relevant scheme.
- f) The employee's election to vary their superannuation benefit must be in writing and would occur no more than once per calendar year, with effect from 1 July each year.

1.24 RECOVERY OF OVERPAYMENTS

- a) An overpayment may occur where an employee receives an amount of money or other payment from Essential Energy in circumstances where the employee has no entitlement.
- b) Where an overpayment has been reasonably demonstrated to the employee, Essential Energy may recover an overpayment made to an employee by making a deduction (or deductions) from any monies due to be paid to the employee.
- c) Essential Energy in consultation and agreement with the employee will develop a reasonable repayment schedule in circumstances where multiple deductions are required to recover the overpayment. Such agreement will not be unreasonably withheld by the employee.

SECTION 2 – HOURS OF WORKS PROVISIONS

2.1 HOURS OF WORK

2.1.1 Spread of Ordinary Hours of Work

- a) Essential Energy and its employees agree there are three (3) objectives to consider in determining the structure of working hours under this Agreement:
- the most efficient production and delivery of the service
 - the most effective way of servicing the customer; and
 - the most effective way of meeting employee's needs for satisfying work, personal development, health and workplace safety.
- b) The span of ordinary hours of work for day workers shall be between 6.00am and 6.00pm Monday to Friday inclusive.

2.1.2 Starting and Finishing Times

- a) The starting and finishing times within the spread of hours shall be determined by Essential Energy in consultation with the employees concerned.
- b) Unless otherwise determined in accord with the provisions of this Enterprise Agreement, standard hours are hours worked Monday to Fridays inclusive between:
- 0730 to 1512 (electricity northern division)
 - 0730 to 1615 (electricity southern division)
 - 0715 to 1700 (USU field staff)
 - 0800 to 1600 (USU administration staff)
 - 0830 to 1730 (northern administration staff – RDO)
 - 0830 to 1642 (northern administration staff – No RDO)

These standard hours of work may be altered by agreement between Essential Energy and employees concerned.

- c) Where agreement is reached between Essential Energy and an employee or employees, up to ten (10) ordinary working hours per day may be worked without the payment of overtime. Where an employee's ordinary hours of work exceed seventy-two (72) in any two (2) week cycle, the employee shall be paid overtime rates for those hours worked in excess of seventy-two (72), provided that Essential Energy has required that employee to work in excess of the seventy-two (72) hours.

2.1.3 Ordinary Hours of Work - Day Workers

- a) The fortnightly ordinary hours of work for day workers receiving a rostered day off shall be seventy-two (72) hours per fortnight, to be worked on nine (9) weekdays at eight (8) hours per day. Rostered days off are to be staggered so that services are maintained.
- b) The fortnightly ordinary hours of work for day workers not receiving a rostered day off shall be seventy-two (72) hours per fortnight worked at 7.2 hours per day.
- c) Where Essential Energy and the Unions, in conjunction with the employees concerned, agree, the ordinary hours of work may be worked to a total of one hundred and forty four (144) hours on nineteen (19) weekdays in any four (4) week cycle.
- d) An employee who requests to work a thirty six (36) hour, five (5) day week for family or personal reasons may, with the consent of Essential Energy do so.

2.1.4 Rostered Days Off

- a) Where an employee's rostered day off falls on a public holiday, the employee may either take the next working day as a rostered day off or take another mutually agreed day instead.
- b) Where mutually agreed, employees may defer and accumulate rostered days off to be taken at a mutually agreed time provided that an employee's accumulated balance of rostered days off shall not exceed five (5) in total. Accrued rostered days off will not carry forward from one (1) calendar year to the next. Any accrued balance as at 31 January each year will be paid out at ordinary time rates.
- c) Rostered days off do not accrue during periods of leave.

2.1.5 Ordinary Hours of Work - Shift Workers

Except as otherwise provided, the ordinary hours of work for shift workers shall be in a roster cycle, the number of weeks in the cycle multiplied by thirty six (36).

2.1.6 Hours of Work - General

- a) It is a consideration for the ordinary hours of work being thirty six (36) per week that the ordinary hours of work be actual hours worked inclusive of morning tea break.
- b) Crib/lunch breaks for day workers (field) are to be unpaid.
- c) Lunch breaks for administration staff are to be unpaid.

2.1.7 Alternative Arrangements

Essential Energy, an employee, or group of employees, may enter into alternative arrangements to those in this clause by mutual agreement.

2.2 SHIFT WORK

2.2.1 Shift Work Defined

For the purpose of this clause, shift work means any work which is to be performed in accordance with a shift work roster arranged in any of the following ways:

- a) Rotating Roster - comprising two (2) or more shifts in each day worked on an alternating or rotating weekly basis and with one of the shifts being a day shift falling within the spread of ordinary hours of work for the day workers provided for under this Agreement.
- b) Afternoon Shift - as part of a rotating roster shall finish after 6.00pm but not later than midnight.
- c) Night Shift - as part of a rotating roster, shall finish after midnight but not later than 8.00am.
- d) Early Morning Shift - as part of a rotating roster shall commence after 5.20am and before 6.20am.
- e) Permanent Afternoon or Night Shift - comprising only one (1) permanent shift to be worked each afternoon or each night and not rotating or alternating with any other span of hours.
- f) Relief Shift - is a shift that can be moved within an allocated block to fill any vacant shift. Relief shifts will be allocated in a two (2) week block as part of the rotating roster. The relief shift can be changed at least two (2) days prior to the allocated shift.
- g) Five (5) Day Roster - being either a rotating shift work roster or a permanent afternoon or night shift roster which contains shifts on a five (5) day basis, Monday to Friday, inclusive.

- h) Six (6) Day Roster - being either rotating shift roster or a permanent afternoon or night shift roster which contains shifts on a six (6) day basis, Monday to Saturday inclusive.
- i) Seven (7) Day Roster - being either a rotating shift work roster or a permanent afternoon or night shift roster which contains shifts on a seven (7) day basis involving each and every day of the week.

The ordinary hours of work shall average thirty six (36) per week over a shift roster.

2.2.2 Sixteen (16) Hour Working Period

An employee will not be permitted to work more than sixteen (16) hours in any twenty four (24) hour period. The twenty four (24) hour period will be calculated from the completion of any continuous break of eight (8) hours or more.

2.2.3 Shift Allowance - Rotating Rosters

A shift worker engaged on a rotating shift work roster will be paid, in addition to the ordinary-time rate of payment for the employee's classification, shift allowances as set out in Section 6 Clause 6.13 Table 2 (Essential Energy Far West Electricity Shift Allowances).

2.2.4 Shift Allowance - Permanent Night or Afternoon Shifts

A shift worker engaged on a permanent afternoon shift or permanent night shift will be paid, in addition to the ordinary-time rate of payment, the shift allowances for:

- Afternoon Shift: 30 percent
- Night Shift: 30 percent

2.2.5 Saturday, Sunday and Holiday Rates

- a) A shift worker, who works on an ordinary rostered shift (as part of a rotating or permanent shift roster) on a Saturday, Sunday or public holiday, shall be paid as follows:
 - Saturdays: ordinary-time rate plus one half the ordinary-time rate
 - Sunday & Public Holidays: double the ordinary-time rate

The rates provided by this paragraph are in lieu of any other shift allowance provided by this Agreement.

- b) A shift worker who is rostered to work an ordinary shift on a public holiday and works such shift, or is rostered off duty on a public holiday (except when taken as such), shall be entitled to add to the annual leave to which the employee becomes entitled under this Agreement, one (1) day in respect of each public holiday so concerned.
- c) For the purpose of the preceding paragraphs, in determining whether a shift has been worked or occurs on a Saturday, Sunday or public holiday, it shall be deemed that the shift has been worked or occurs on the day on which the major part of the shift so occurs.

2.2.6 Shift Workers Meal Breaks

Shift workers shall be allowed, in each ordinary working shift, a paid meal period of twenty (20) minutes for a meal. An employee will not, at any time, be compelled to work for more than five (5) hours without a break for a meal.

2.2.7 Shift Work Meals and Overtime

The provisions of Section 2 Clause 2.5 (Meal Times and Allowances), relating to meal breaks during periods of overtime and to the payment of meal allowances are also applicable to shift workers required to work overtime outside the hours of their ordinary rostered shift, except in cases where, by an approved arrangement made between themselves or at their request, the excess time is incurred in changed shifts or in their ordinary rostered shifts.

2.2.8 Overtime

- a) A shift worker required to work in excess of the ordinary hours of a rostered shift, on the day upon which he/she has been rostered on, will be paid for such excess hours as follows:
- On other than Sundays and holidays - at the ordinary time rate plus one half for the first two (2) hours and double the ordinary time rate thereafter, provided that all time worked after 12.00 noon on Saturday will be at double the ordinary time rate.
 - On Sundays - double the ordinary time rate.
 - On Public Holidays - double the ordinary time rate, plus one half the ordinary time rate. Such rates are to continue until the employee is released from overtime duty.

Shift workers who, by arrangement made between themselves or at their request, work in excess of the hours of rostered shifts or who change shift will not, as a result of such arrangement, be entitled to payment of overtime for such excess hours or for such changed shifts. Any such arrangement shall be only with the concurrence of Essential Energy.

- b) A shift worker directed to stand-by in readiness to work possible unplanned overtime shall be paid at the ordinary-time rate from the time the employee commences such stand-by until released from stand-by, or until the employee is directed to proceed to take up overtime work. This does not apply where the employee is receiving advance notice of scheduled overtime.
- c) A shift worker who works during any portion of a shift rostered day off, whether within the ordinary hours of the shift upon which the employee is required to work or in excess of the hours of such shift, will be paid at double the ordinary time rate, except when such work is carried out on a rostered day off being a public holiday and excepting also where a change from one roster to another or a change of shifts within the roster has been effected as provided for in Section 2 Clause 2.2.9 (Shift Work – Change of Roster and Change of Shifts), or except for ordinary working hours where a change of shifts has been made by arrangement between or at the request of employees themselves.

If a shift rostered "day-off" on which a shift worker works is a public holiday, double the ordinary-time rate plus one half the ordinary-time rate will be paid and will be inclusive of the ordinary rates in respect of any time worked on the holiday within the hours prescribed for the employee's last rostered shift occurring before such rostered day-off.

- d) A shift worker, recalled to work overtime after leaving work (whether notified before or after leaving work) or required to work during a portion of the day upon which the employee has been rostered off, shall be entitled to a minimum of four (4) hours pay at the appropriate overtime rate for each time the employee is so recalled or required to work; provided that, except in the case of unforeseen circumstances arising, the shift worker shall not be required to work the full four (4) hours if the work which the employee was required to perform is completed within a shorter period. This paragraph shall not apply in cases where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of a shift upon which the shift worker is rostered to work.

Overtime worked in the circumstances specified in this paragraph shall not be regarded as overtime for the purpose of paragraph h) of this clause where the actual time worked is less than four (4) hours on such recall or each of such recalls. For the purpose of this paragraph, "recalled to work overtime" will mean:

- (i) A direction given to an employee to commence overtime work at a specified time which is two (2) hours or more prior to the employee commencing a shift or one (1) hour or more after the completion of a shift upon which the employee has worked; or,
 - (ii) Notification given to an employee after completion of the employee's shift, directing the employee to commence overtime work.
- e) A shift worker entitled to payment for overtime under the provisions of paragraphs a), c) or d), of this clause shall not, in respect of such overtime, be entitled to payment of the shift allowances prescribed by Clauses 2.2.3 (Shift Allowance - Rotating Rosters) and 2.2.4 (Shift Allowance – Permanent Night or Afternoon Shifts).
 - f) When a shift worker, after having worked overtime or on a shift for which the employee has not been regularly rostered, finishes work at a time when reasonable means of transport are not available, Essential Energy shall provide the employee with a conveyance to the employee's home or pay the employee at the ordinary time rate of payment for the time reasonably occupied in reaching home. This paragraph shall apply also to shift workers working on shifts which have been changed as a result of arrangements made between themselves or at their own request, but only if overtime is worked.
 - g) When overtime work is necessary it shall, whenever reasonably practicable, be arranged so that shift workers have at least ten (10) hours off duty between the work of successive rostered shifts. A shift worker who works so much overtime between the end of one rostered shift and the beginning of the next rostered shift so that he/she has not had at least ten (10) consecutive hours off duty between these shifts shall, subject to this paragraph, be released after completion of such overtime until the employee has had ten (10) consecutive hours off duty, without loss of pay, for their ordinary working time occurring during such absence.

If a shift worker is instructed to resume or continue work without having had ten (10) consecutive hours off duty the employee will be paid at double ordinary time rates until released from duty for such period and shall be entitled to be absent until the employee has had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence; provided that, in respect of overtime worked prior to the normal starting time on a day following upon a shift rostered day off, an employee shall be assumed to have had an ordinary ceasing time on the preceding day corresponding with the employee's normal ceasing time on the last day worked immediately preceding the employee's shift rostered day or days off.

Any period of overtime less than four (4) hours duration or for which a minimum payment is provided for under paragraph (d) will not be taken into account for the purpose of this paragraph.

Shift workers, who, as a result of arrangements made between themselves and/or at their own request, are required to resume or continue work without having had a least ten (10) consecutive hours off duty between shifts, shall not be entitled to the provisions of this paragraph.

- h) Where a shift worker has worked overtime both preceding and following his/her ordinary rostered shift the total hours of both periods of overtime shall be taken into account in determining when double the ordinary time rate becomes payable in respect of the overtime performed following the ceasing time of his/her rostered shift.
- i) Where overtime is worked partly on one day and extends into the next day and this next day is a public holiday, as prescribed by this Agreement the payment for overtime at double ordinary time rates plus one half shall commence from the midnight of the day preceding the holiday irrespective of whether the first two (2) hours of the overtime have or have not been completed.

2.2.9 Shift Work - Change of Roster and Change of Shifts

- a) A shift worker changed from one roster to another or whose shift or shifts are changed within a roster shall be paid double ordinary time rate for the first shift worked in the new roster or for the first changed shift worked within the roster.
- b) Where a shift worker has received notice of change of roster or change of shift at least two (2) days prior, the employee shall only be entitled to the rate(s) of pay applicable to that working day.
- c) Where such notice is given on or before the second day preceding the change of shift or change of roster and as a result of the change an employee is required to work an additional shift or shifts, the employee shall be allowed to be absent (at any time mutually agreed upon between the employee and Essential Energy) from a rostered shift or shifts in lieu thereof. If it is impracticable to allow the employee to be absent within a period of four (4) weeks from the date of working the additional shift or shifts, the employee shall be paid for any additional shifts worked at double ordinary-time rate. The provisions of this paragraph will not apply to shift workers who, being shown in the roster as "relief", are required to work any shift on the same day for the replacement of shift workers absent for any reason.

2.2.10 Day Workers Required to Work Short Term Shift Arrangements

- a) A day worker required to work on a short term shift arrangement will be paid at the ordinary time rate plus a thirty (30) percent loading for each shift worked Monday to Friday (excluding public holidays).
- b) A short term shift arrangement must be for a minimum of five (5) days and a maximum of eight (8) weeks in any six (6) month period.
- c) Essential Energy will finalise the shift work proposal and roster cycle in consultation with the employees involved.
- d) In arriving at these rosters, due regard will be given to personal circumstances, health, safety and fatigue management considerations.

2.2.11 Shift Workers - Annual Leave

- a) Essential Energy shall grant an additional week as paid Annual Leave to shift workers working to a shift roster covering six (6) or seven (7) days per week, Monday to Sunday.
- b) Payment for the additional annual leave shall include the shift allowance and penalties. An employee who has worked as a six (6) day or seven (7) day shift worker for a portion of the year shall be granted additional leave on a proportionate basis.
- c) Where a public holiday, as prescribed in this Agreement occurs and is observed during the employee's period of Annual Leave, such leave will be extended to include an additional rostered shift for each such holiday.
- d) For all purposes of this paragraph "seven (7) day shift work" shall mean shift work performed regularly on Sundays and public holidays.
- e) Where annual leave is not taken at the time it falls due it will accumulate in order of its accrual, but leave thereafter taken or otherwise discharged will diminish the entitlement standing to credit in order of the leave which last accrued (i.e. the leave which last fell due to be the first discharged).

2.2.12 Shift Worker Long Service Leave

Payment shall be at the employee's ordinary rate of pay, excluding penalty rates, including appropriate shift allowances as would have been paid if the employee had been at work, as well as any other allowance the employee would have ordinarily received.

2.3 OVERTIME

2.3.1 Requirement to Work Reasonable Overtime

It shall be a condition of employment that employees shall work reasonable overtime to meet the needs of Essential Energy.

2.3.2 Sixteen Hour Working Period

An employee will not be permitted to work more than sixteen (16) hours in any twenty four (24) hour period. The twenty four (24) hour period will be calculated from the completion of any continuous break of eight (8) hours or more.

2.3.3 Authorisation/Payment for Working Overtime

Other than in exceptional circumstances, overtime will only be worked with prior approval. An employee required to perform work in excess of the usual ordinary working hours or outside the usual working hours, will be paid as follows:

- a) Monday to Midday Saturday
 - 1.5 times ordinary time rate for the first two (2) hours. The first two (2) hours includes overtime performed immediately before and after usual hours.
 - 2.0 times ordinary time rate after two (2) hours.
- b) After Midday on a Saturday and all day Sunday
 - 2.0 Times ordinary time rate.

2.3.4 Time Off In Lieu Of Overtime Payment

By agreement, an employee may elect to take time off equivalent to time actually worked in lieu of payment.

Essential Energy shall provide payment at the relevant overtime rate for any overtime worked which was to be taken as time off in lieu and which has not been taken within two (2) months of accrual.

2.3.5 Standing By

An employee required to stand-by in readiness to work possible immediate overtime shall be paid at ordinary time rate of pay from the commencement of stand-by until released or until commencement of overtime. This does not apply where the employee has received advance notice of scheduled overtime.

2.3.6 Minimum Payment for Recall to Work Overtime

- a) An employee notified at work to commence overtime later than one (1) hour after the usual ceasing time, or earlier than two (2) hours before the usual starting time shall be paid a minimum of four (4) hours pay at overtime rates.

- b) An employee notified after the completion of the day's work to work overtime which is not continuous with the usual hours of work shall be paid a minimum of four (4) hours pay at overtime rates.
- c) The minimum payment of four (4) hours shall not apply in cases where overtime is continuous, subject to a reasonable meal break, with the completion or commencement of an employee's usual working hours.

2.3.7 Rest Period After Overtime

- a) Other than in exceptional circumstances, employees shall have at least ten (10) consecutive hours off duty before commencing ordinary time work.
- b) If the period between completion of overtime and the start of ordinary time is less than ten (10) hours, the employee shall have a ten (10) hour rest period without loss of pay for any ordinary hours which fall in the rest period.
- c) Rest periods shall not apply if any employee works overtime for less than four (4) hours.
- d) However, an employee recalled to work overtime between midnight and 4:00am on the following day, shall be entitled to extend the usual commencing time on the day following by an equivalent period.
- e) Where an employee is entitled to a rest period and the rest period coincides with a public holiday, the employee shall be entitled to defer starting time by time equivalent on the next ordinary working day.

2.3.8 Directed to Work

With reference to Clause 2.3.7 (Rest Period After Overtime):

- a) 'Directed to Work' shall only occur in extreme situations and then only with full regard to the '16 in 24 hour' work rule, the hours the overtime occurred at, the safety of the employee and with the Regional/General Managers approval.
- b) For the purposes of this clause extreme situations will mean where public or employee safety is at risk.
- c) An employee who is eligible for a ten (10) hour rest period, as defined above, but who is required to work without having had that rest period, shall be entitled to double ordinary time rate of pay until a ten (10) hour rest period is taken without loss of pay for any ordinary hours which fall in the rest period.
- d) An employee who is eligible to defer or extend their usual commencing time, as defined above, but who is required to commence work at the usual commencing time shall be entitled to double ordinary time rate of pay for the equivalent period by which the employee would have otherwise extended the usual commencing time.

2.3.9 Transport of Employees

When an employee, after having worked overtime finishes work at a time when reasonable means of transport are not available, Essential Energy shall provide the employee with transport to the employee's home or pay the employee at the ordinary time rate of payment for reasonable time to travel home.

2.4 ON CALL AND STANDING BY

2.4.1 On Call and Standing By

Employees may make themselves available for “on call and standing by”.

Essential Energy will consult with employees in determining an “on call and standing by” roster. If insufficient employees have nominated themselves for an adequate “on call and standing by” roster Essential Energy will nominate the employees to be included in the “on call and standing by” roster.

An employee designated as “on call and standing by” shall be available for emergency and/or breakdown work outside the employee’s usual hours of duty.

On call and stand by is not pre-arranged overtime that has been pre-arranged prior to an employee’s normal ceasing time.

2.4.2 Emergency and/or Breakdown Work

Emergency and/or breakdown work includes restoring continuity of supply returning to safe operating conditions any plant and equipment, which has failed, or is likely to fail, and/or maintenance work of an urgent nature to avoid interruption to supply. This work includes all aspects of a customer’s installation, plant, equipment or appliances, which if not attended to, will cause distress, hardship or loss to the customer and/or other occupants of the premises.

2.4.3 Call Out

A call out shall commence from the time of attending the call, or calls, and will include the time spent on attending the call, for emergency and/or breakdown work, to the time the employee arrives home or other authorised place. A call out also includes work involved on any further calls for service which the employee may receive whilst out on duty or before arrival at home. A call out does not include ordinary working time, which is continuous with a call out.

2.4.4 On Call Duty Officer

An on call duty officer, after the usual hours of work organises the work of calls received for emergency and/or breakdown work, and directs employees to respond to those calls. An on call duty officer usually does not carry out emergency and/or breakdown work whilst acting as duty officer.

2.4.5 Service Call

A service call is all work in answering a customer call and directing on call employees to carry out work related to the call. A service call of less than fifteen (15) minutes shall be counted as fifteen minutes.

2.4.6 Availability

An employee on call and standing by shall:

- a) be in the general vicinity of the on call area for which they are responsible and be contactable at all times and respond to call outs without undue delay.
- b) not engage in activity or be committed in a way, which would prevent the employee immediately responding to a call out.

2.4.7 On Call and Standing By Roster

No employee shall be required to be constantly available beyond four (4) weeks where other employees are available for duty. Where no other employees are available for inclusion in an on call and standing by roster, the employee concerned shall have at least one (1) weekend off duty in each four (4) weeks without reduction in the availability allowance.

2.4.8 Availability Allowance - On Call and Standing By

An on call and standing by employee shall be paid an availability allowance as set in Section 6 Clause 6.14 Table 3 (Essential Energy Far West Electricity Allowances) of this Agreement.

2.4.9 Payment for Call Outs

An on call and standing by employee shall be paid, in addition to the availability allowance, at double ordinary time rate of pay for the time worked on each call out.

2.4.10 Minimum Payment

The minimum payment for a call out is three (3) hours at double ordinary time rate of pay.

2.4.11 Work on a Public Holiday

An employee who is on call and standing by on a public holiday shall be entitled to payment for the holiday plus an additional day off in lieu to be redeemed on a mutually agreed day.

2.4.12 Short Notice

Where an employee is called upon to replace an employee on the on call roster due to unforeseen absences, and the notice is less than forty eight (48) hours, then an allowance as per Section 6 Clause 6.14 Table 3 (Essential Energy Far West Electricity Allowances) shall apply (this does not apply to changing set rosters at the employees request). The short notice has to be approved by the responsible supervisor before the replacement is made.

2.4.13 Menindee and Wilcannia (Electricity Northern Division)

Employees required to work at Menindee or Wilcannia shall, if required to remain on continuous stand – by for three (3) weeks, be relieved for one (1) day either at weekends or during the normal working week whichever is mutually satisfactory.

2.4.14 Allowances – General

a) Payment during periods of leave

Allowances paid under this clause shall continue to be paid to an employee during annual leave, long service leave, personal leave, domestic violence leave and workers compensation, provided the employee has been on call and standing by or has been acting as a duty officer or officer-in-charge, either constantly or on a roster for at least one (1) month prior to the leave.

b) Other allowances

Employees on call and standing by shall be entitled to all other allowances prescribed by this Agreement as may be applicable.

c) Calculation of a week or part thereof

The allowances prescribed by this clause relate to a full week of seven (7) days. Where the on call duties of an employee do not cover a whole week, the allowances shall be calculated and paid on the basis of one fifth of the amount for each or part ordinary working day, one quarter of the amount for each or part Saturday, Sunday and/or Award Holiday. An on call period occurs on a Saturday, Sunday or Award Holiday if the major part of the on call and standing by period any of those days.

2.4.15 Rosters

Where an employee works to a roster, the allowance shall be divided by the proportion of the number of week on duty in any rolling period and paid in equal amounts for each week in the period. An employee required to perform extra duty at any time during their usual rostered off period shall receive additional payment for the extra duty in accordance for this clause.

2.4.16 Meal Breaks / Allowances

Meal breaks and meal allowances shall apply (where applicable) to employees engaged in on call and standing by emergency and/breakdown work.

2.5 MEAL TIME AND ALLOWANCES

2.5.1 Meal Breaks

- a) An employee shall not, at any time, be compelled to work for more than five (5) hours without a break for a meal.
- b) Field employees shall be allowed, without pay on each ordinary working day, a break in their ordinary hours of work for a meal. Each such meal break shall be for an unbroken period at least half (0.5) an hour. Employees shall be granted a paid ten (10) minute morning tea break taken at the location of the work being undertaken.
- c) The provisions of this sub-clause may be applied to shift workers when working on a day shift, which falls within the ordinary hours of work for day workers.
- d) Administration employees shall be allowed, without pay on each ordinary working day, a meal break of one (1) hour.

2.5.2 Meal Times - Shift Workers

Shift workers shall be allowed in each ordinary working shift, a meal crib time of twenty (20) minutes.

2.5.3 Meal Times

The times fixed for the taking of meal breaks during an ordinary working day or ordinary rostered shifts may vary for groups of employees and/or individual employees, as may be necessary or appropriate for the conduct of Essential Energy's business and/or the management and best use of any mealtime facilities and equipment provided.

2.5.4 Working in Usual Meal Break

- a) An employee's usual time for the taking of a meal break may, by mutual agreement, be varied temporarily or shortened in special circumstances rather than on a regular basis.

- b) Only where an employee is required by their relevant manager to work through the usual meal break time due to special circumstances, the employee shall be paid at appropriate overtime rate for the period by which the meal break was deferred. Alternatively, by mutual agreement, the employee can take time off with pay, equal to the time by which the meal break was deferred.

2.5.5 Overtime Meal Breaks

An employee required to work overtime shall have a thirty (30) minute meal break at the appropriate overtime rate on the following basis:

- a) After one and one half (1.5) hours or more overtime following the employee's usual finishing time. The meal break may be taken by mutual arrangement at the commencement of or during the overtime period.
- b) After which, each additional period of four (4) hours of overtime worked, meal breaks shall be taken during the overtime period by mutual arrangements. An employee shall not be compelled to work overtime for more than five (5) hours without a meal break.
- c) Paid meal breaks are time worked for the purpose of calculating overtime.
- d) Meal breaks may be extended to not more than one (1) hour, provided that any extension beyond thirty (30) minutes shall be taken without pay.
- e) An employee entitled to a meal break shall be paid a meal allowance as set in Section 6 Clause 6.14 (Table 3 Essential Energy Far West Electricity Allowances) of this Agreement.
- f) An employee who either works two (2) hours or more prior to normal working hours or works overtime which is broken by a period of ordinary working hours or rostered shift, and the overtime in the aggregate is two (2) hours or more, the employee shall be entitled to a meal allowance as described in (e) above. This entitlement does not entitle the employee to a meal break.

2.5.6 Shift Work Overtime

Meal breaks during periods of overtime and the payment of meal allowances shall apply to shift workers required to work overtime outside the hours of their ordinary rostered shift, except where, by an approved arrangement made between employees or at their request, excess time is incurred in changed shifts or in their ordinary rostered shifts.

2.6 TRAVELLING TIME AND FARES

2.6.1 Normal Travel to and From Work

Time spent by an employee in normal daily travel, to and from the employee's home and normal place of work to attend for work, shall be at the employee's expense and without payment.

2.6.2 Additional Travel to and From Work

Time spent by an employee in travel, outside the usual working hours and in addition in length to the employee's normal (as defined above) travel time, to attend for work or overtime will be paid at the appropriate overtime rate.

2.6.3 Travel Time for Training

- a) Time spent by an employee in travel, outside the usual working hours and in addition to the employee's normal travel time to attend employer arranged training which is related to the employee's current or possible future appointment or grading, will be at ordinary time rate.
- b) This does not apply for time in excess of two (2) hours per working day, or for travel on any day the employee would not normally be at work. These periods shall be paid at the appropriate overtime rates or by mutual agreement, can be taken as time in lieu.
- c) Where learning and skills development takes place out of hours, employee family commitments will be taken into consideration.
- d) Penalty rates shall apply to all travel for regulatory training and/or assessment that occurs outside normal working hours, except where the training was rescheduled at the request of, or the result of actions of the employee (other than annual leave application received prior to the initial scheduled date for training and/or assessment).

2.6.4 Normal Place of Work

An employee's normal place of work is the location to which an employee is usually attached and is regularly used as the employee's base or headquarters or normal place of work.

For the purposes of this Agreement, this covers all locations to allow flexibility of employees commencing at other depots.

2.6.5 Payment of Fares

The employee shall be reimbursed for any additional fares, which the employee has reasonably incurred in respect of a period of additional travel.

2.6.6 Use of Private Vehicle

An employee who agrees to undertake additional travel in a private motor vehicle shall receive, in addition to payment for travelling time, reimbursement for the casual use at the Australian Tax Office kilometre rates.

2.6.7 Reasonable Travel

When calculating travel time, the most reasonable way and the most expeditious route available will be used.

2.6.8 Travel Within Minimum Period

An employee entitled to a minimum period payment for overtime or other penalty work shall not be entitled to payment for travel time where the travel occurred within that minimum period.

2.6.9 On Call Excluded

This clause does not apply to travelling involved in after hours On Call emergency and/or Supply Interruption work.

SECTION 3 - EMPLOYMENT PROVISIONS

3.1 TERMS OF EMPLOYMENT

3.1.1 Probationary Periods

- a) Essential Energy, when offering employment may include a probationary period of employment of up to three (3) months in the letter of offer of employment. The initial period of probation may be extended by up to a further three (3) months in which case, Essential Energy shall give the employee the reasons in writing.
- b) Regular performance reviews should be held with the employee during the probationary period.
- c) Probationary periods for apprentices will be in accordance with relevant State based training legislation.

3.1.2 Termination of Employment

a) Notice of Termination

Essential Energy shall give to an employee and an employee shall give to Essential Energy notice of termination of employment of not less than four (4) weeks other than for employees with less than twelve (12) months continuous service who shall be entitled to one (1) weeks' notice of termination. The period of notice may be reduced by mutual agreement.

Where an employee is over forty-five (45) years of age and has completed at least two (2) years continuous service with Essential Energy, the employee will receive an additional one (1) weeks' notice.

Except where the period of notice is reduced by mutual agreement, payment or part payment in lieu of the notice shall be made by Essential Energy if the full notice period or part notice is not given. If the employee fails to give notice or gives incomplete notice, Essential Energy shall withhold payment in lieu of notice or part notice from any termination payment due to the employee.

The period of notice shall not apply to dismissal for conduct that justifies instant dismissal or for casual employees.

An employee working during notice of termination (notice given by the employer) shall be allowed at least one (1) day off with pay to look for work. Time off shall be convenient to the employee after consultation with Essential Energy. Further time off may be granted at the discretion of Essential Energy.

b) Statement of Employment

Essential Energy shall, on request from an employee whose employment has been terminated, give the employee a written statement specifying the period of employment and the classification or the type of work performed by the employee.

c) Abandonment of Employment

If an employee is absent without notifying Essential Energy for a continuous period of five (5) days (including Rostered Days Off) without reasonable cause, they will be considered to have abandoned their employment and this may begin the process by which they be dismissed effective from the last day actually worked.

3.2 TYPES OF EMPLOYMENT

Employees covered by this Agreement will be employed in one of the following categories:

3.2.1 Permanent Full Time Employment

Permanent full time employment covers employees working ordinary hours on a permanent basis.

3.2.2 Permanent Part Time Employment

- a) Permanent part time employment covers employees who work on a permanent basis less than the number of ordinary hours worked by full time employees. A part time employee's hours will be nominated at commencement of employment. If the employee consistently works in excess of their nominated hours, a review will be conducted with a view to extending the nominated hours.
- b) Part time employees shall be paid an hourly rate calculated by dividing the appropriate salary by the number of hours worked by full time employees in the same classification.
- c) Part time employees shall receive Agreement conditions and payments in respect of annual leave, long service leave and all other authorised leave on a proportionate basis as the employee's hours of work relate to those worked by full time employees.
- d) Leave shall accrue in proportion to the number of hours actually worked up to a maximum of thirty six (36) hours per week.
- e) When a part time employee's nominated day of work falls on a public holiday, the employee shall be entitled to take the day as a holiday without loss of pay.
- f) A part time employee shall be entitled to the overtime provisions of this Agreement in respect of work performed outside the span of hours or in excess of a full time employees normal daily, or weekly hours of work.
- g) A part time employee may, by agreement, work additional hours at single time up to thirty six (36) hours per week subject to receiving all pro-rata leave entitlements as prescribed for those additional hours.

3.2.3 Temporary Employment (Fixed Term Employment)

- a) Temporary employment covers employees engaged on a temporary basis and shall not include a casual employee.
- b) A temporary employee shall be paid a rate of pay and receive Agreement conditions as is appropriate to either their full time or part time employment under this Agreement.
- c) Temporary appointments may be made for a period of up to twelve (12) months, except for the Organisational Transition Division where temporary appointments may be made for up to the life of the Transitional Services Agreement.
- d) At the expiration of a temporary appointment period, work requirements shall be reviewed and where Essential Energy seeks to extend the temporary appointment, this will occur in consultation with the unions.
- e) Temporary employees will not be eligible to apply for positions internally advertised.
- f) Temporary employees are not eligible to be covered by the NSW State Government's Employment Protections and associated employment letter provided to retail affected employees.

- g) Notwithstanding, Essential energy confirms that permanent employment is the preferred means of employment across the business and temporary employment shall not be used as an alternative to permanent employment.

3.2.4 Casual Employment

- a) "Casual Employee" means an employee engaged intermittently in work of an irregular, occasional and/or unexpected nature, and who is engaged and paid by the hour, but does not include an employee who could properly be classified as a full time or part time employee.
- b) A casual employee shall be paid the hourly rate of pay for the appropriate classification plus a loading of twenty (20) per cent with a minimum payment of three (3) hours pay for each start.
- c) A casual employee shall receive overtime rates for any time worked in excess of the ordinary hours of work for a full time employee. The casual loading is excluded in the calculation of overtime.

The casual loading prescribed is in lieu of the annual leave, personal leave, carers' leave and public holiday entitlements arising under this Agreement, however, the loading is not in lieu of entitlements prescribed in Section 4 Clause 4.6 (Long Service Leave).

- d) A casual employee shall not be used to replace a full-time or part-time position other than where a permanent employee is absent on approved leave or working on a project.
- e) Casual appointments shall be reviewed after a continuous period of three (3) months.

3.2.5 Apprentices and Trainees

- a) The provisions of this Agreement apply to apprentices and trainees employed by Essential Energy, with the exception of requirements of the relevant State based training legislation.
- b) Employment as an apprentice or trainee shall not continue beyond the completion of the term of the apprenticeship or traineeship unless further employment is offered and accepted.

3.3 PERFORMING ALTERNATIVE WORK

An employee, who is competent to do so, shall where required perform alternative work to that usually performed by the employee, without reduction in pay.

3.3.1 Acting Higher Grade

- a) An employee who performs, for at least one (1) ordinary working day, the work of another employee which is paid at a higher rate than the employee's position, shall be paid according to the employee's skills, qualifications and experience but not less than the entry level for the position.
- b) Where a public holiday or group of public holidays occur during a period when an employee is acting in a higher paid position, the employee shall be paid for the holiday(s) at the rate for acting in the position where the employee has acted in the higher grade position both the day before and the day after the public holiday.
- c) An employee shall not receive higher grade pay whilst on leave unless the employee has acted in the position for an aggregate of at least six (6) months during the twelve (12) month period prior to going on leave or continuously for at least three (3) months immediately preceding the commencement of the leave.
- d) Except where an employee is relieving an employee who is on approved leave, periods of acting in a higher grade position shall not exceed six (6) months.

- e) For extended periods (greater than two (2) months) of appointment, this arrangement will be formalised and appropriate notification forwarded to payroll.
- f) At the completion of the alternate work period an employee shall return to their former position or a mutually agreed role.

3.4 WORKING AWAY FROM HOME

- a) Where Essential Energy requires employees to travel and work away from home, it should be at no personal monetary expense and/or monetary gain to the employees.
- b) An employee required to remain away overnight shall, except as provided for in paragraphs c), d), e) and f) of this clause, be entitled to:
 - (i) Have Essential Energy pay for accommodation costs only and the employee to be paid beforehand for meal and incidental allowances as per Table 1 of the Australian Tax Office Reasonable Amounts determination for approved travel allowance expenses; or
 - (ii) Have Essential Energy arrange and pay for accommodation costs, meals and incidental expenses; or
 - (iii) A lump sum amount for accommodation, meals and incidentals paid beforehand in accordance with Table 1 of the Australian Tax Office Reasonable Amounts determination
- c) For Apprentices/Cadets/Trainees attending training, directly in relation to their Training Contract, Essential Energy shall provide reasonable accommodation. All meals and incidental expenses will be covered as per clause b) (i) above.
- d) Where a Corporate Card has been issued to an employee the card shall be used to pay for overnight accommodation. Meals and incidentals can be claimed as a lump sum. Any expenses that cannot be paid for by the card shall be reimbursed on supply of receipts.
- e) Claims for allowances, except incidentals, cannot be made for employees attending internal training sessions, inductions, conferences and staff development activities where Essential Energy has provided reasonable accommodation and meals.
- f) Where crews are organised and sent to other locations in response to major storm / disaster events, Essential Energy will arrange, book and pay for accommodation and the employees can then claim meals and incidental expenses as per Table 1 of the Australian Tax Office Reasonable Amounts determination.
- g) Reasonable accommodation, for the purposes of this clause, will be of at least three (3) star standard, where available.

3.5 WORKPLACE FLEXIBILITY

3.5.1 Intention

These flexibility arrangements are to apply to short term arrangements between a group of employees and Essential Energy which shall be by mutual agreement. They are not to permanently replace the standard Agreement conditions and should be specifically project orientated. The Unions will be advised in writing of any proposed workplace flexibility alternate arrangements.

3.5.2 Consultation

The Unions will be consulted in respect to workplace flexibility alternate arrangements.

3.5.3 Workplace Flexibility Arrangements

a) Nature of Arrangements

Under the terms of this Agreement the workplace flexibility arrangements that may be entered into may include, but not be limited to, the following matters:

- Hours of Work
- Overtime including accrual and cashing in of time in lieu of overtime
- Travel and accommodation expenses

b) Negotiating Workplace Flexibility Arrangements

Discussions leading to agreed workplace flexibility arrangements should be between the relevant manager/team leader, the local Union Delegate and the employee(s) affected by the arrangement. Discussions should include all relevant details including:

- Nature of work to be performed
- How the work is to be performed
- Who is to perform the work
- When the work is to be done
- The basis on which payment, or otherwise, is to be made; and
- The timeframe the arrangement is to run for

Essential Energy will endeavour to source employees from within the Regions/Depots concerned. When insufficient numbers are available, consultation will occur with the relevant Union/s prior to seeking interest external to the Region/Depots concerned.

Where this occurs and the interested employees exceed the required numbers, the normal selection process shall apply.

c) Recording the Arrangement

The agreed workplace flexibility arrangement shall be committed to writing.

SECTION 4 - LEAVE AND HOLIDAY PROVISIONS

4.1 ANNUAL LEAVE

4.1.1 Accrual & Taking of Annual Leave

- a) Employees other than casuals, shift workers and part time employees accrue five (5) weeks annual leave per annum which accrues progressively throughout an employee's year of service.
- Shift workers – employees required to perform regular rostered shift work shall be entitled to six (6) weeks annual leave.
- b) Rostered days off do not accrue during periods of annual leave.
- c) Annual leave shall be taken in accordance with the Annual Holidays Act 1944 (NSW) as amended, unless consistent with the terms of this Agreement.
- d) Employees shall not commence annual leave whilst on personal or accident leave.
- e) Where an employee has more than eight (8) weeks accrued Annual Leave the employee must, in conjunction with their Manager, develop a leave Plan for the following twelve (12) months that will facilitate the reduction of the overall balance to no more than six (6) weeks accrued annual leave at the end of the twelve (12) month period.
- f) Annual leave may be taken at half pay, but only where the employee has a balance of eight (8) weeks or less at the time of commencing the leave.
- g) Employees who relieve employees engaged on regular rostered shift work, shall be entitled to one day additional annual leave for each ten (10) weeks or portion of such 10 weeks they so relieved. A week shall mean any single period of seven (7) days.
- h) All employees on leaving or being discharged from Essential Energy's service shall receive payment in lieu of annual leave pro rata according to the time worked.
- i) Paid time lost as a result of accident shall be regarded as time worked for the purpose of calculating annual leave.
- j) Payment for annual leave will be made at the employee's current hourly base rate.

4.1.2 Cashing Out

- a) An employee may request in writing for annual leave to be cashed out at their ordinary rate of pay but only in the following circumstances. An employee must have:
- an annual leave balance of more than four (4) weeks after any cashing out of annual leave;
 - taken four (4) weeks annual leave in the preceding twelve (12) month period prior to making the request.
- b) Where an employee meets the above criteria, cashing out is only allowed to the equivalent of half the annual leave balance accrued at the time the employee makes the request.

4.1.3 Notice Periods

Employees must submit their application for annual leave no less than two (2) weeks prior to the proposed commencement date. Managers must approve, reject or discuss the annual leave request within five (5) working days of the employee submitting the request.

The above notice periods may be waived in exceptional circumstances and by agreement.

4.2 ADDITIONAL ESSENTIAL ENERGY HOLIDAY

- a) In addition to any day proclaimed as a State-wide public holiday, all permanent full time and part time employees shall be entitled to leave on full pay of one (1) working day falling between Christmas and New Year's Day each year. This day is recognised as being in lieu of local community show days etc.
- b) Employees required to work on the Additional Holiday shall not be paid penalty rates but shall be allowed time off equivalent to that worked, without loss of pay. Part Time employees not scheduled to work on the day shall be granted time on a proportional basis. Part Time Employees working on the day will accrue either the actual hours worked or their proportional rate whichever is greater.

4.3 PUBLIC HOLIDAYS

4.3.1 Paid Public Holidays

Employees shall be granted the following days as public holidays with pay:

- a) Any day proclaimed as a State-wide public holiday.
- b) Union Picnic Day

The Picnic Day shall be a recognised holiday for employees who are members of the Unions party to this Agreement. Upon request from Essential Energy, evidence of attendance at the Picnic Day will be sufficient if a butt of the ticket to the Picnic Day is produced in order to claim payment for the day.

- c) By agreement in accordance with local community arrangements a day other than the prescribed Union Picnic Day may be taken as a substitute day.

4.3.2 Alternate Religious Beliefs

In order to recognise genuinely held non-Christian religious beliefs and employee may, where it meets customer needs, business operations and with the agreement of their Manager, substitute Christian based public holidays for those relevant to the employee's stated religion.

4.3.3 Payment for Work on an Public Holiday

- a) An employee;
 - (i) who is required to work on a public holiday or the day substituted, shall be paid at the rate of double time, such rate to continue until they are relieved from duty, in addition to the usual pay for the day.
 - (ii) who is required to work outside of their usual working hours on a public holiday shall be paid at the rate of double time and one half until released. For a shift worker this includes overtime which is continuous with the beginning of an Award holiday.
 - (iii) who is required to work on a public holiday shall be paid for a minimum of four (4) hours work at, at the appropriate rate, either (i) or (ii) above.
- b) Employee Absent Prior to and After a Public Holiday

An employee shall not be entitled to payment for a public holiday if absent from work without approval on the ordinary day before or after the public holiday.
- c) Public Holiday During Leave of Absence

An employee, absent without pay for more than five (5) consecutive working days, shall not receive payment for any public holiday which occurs during the absence.

4.4 PERSONAL LEAVE

Essential Energy operates a debit free personal leave arrangement. In light of the need to manage personal leave absences, the parties recognise that access to personal leave is not an unfettered right.

4.4.1 Managing Personal Leave Absences

An employee who is absent from work due to personal illness or injury, not due to injury by accident arising out of and in the course of employment, shall have access to personal leave with pay subject to the following:

- a) An employee shall notify their immediate supervisor, within one (1) hour of the employee's usual starting time, of the employee's inability to attend on account of personal illness or injury and the estimated duration of absence.
- b) An employee will be required by Essential Energy to produce a medical certificate or other satisfactory evidence of their illness or injury where the period of absence is for more than two (2) consecutive working days, or where Essential Energy identifies a pattern of absences.
- c) The management of personal leave shall be in accordance with Essential Energy's Personal and Carers Leave Policy (CEOP2000.44) as varied from time to time with consultation, which may include a requirement that the employee undergo personal leave case management.
- d) Where an employee is undergoing Personal Leave Case Management, Essential Energy reserves the right to refer the employee to an independent medical practitioner where there is a disputed diagnosis of the employee's medical condition.
- e) Where an employee has a long term illness or injury, which has caused the employee to be absent for more than six (6) months in any twelve (12) month period, Essential Energy will consult with the employee's medical adviser or refer the employee to a nominated medical practitioner to determine the likelihood of the employee returning to work. If the medical advice confirms that the employee will be unable to return to work, Essential Energy may terminate the employee's service.
- f) At any stage of the management of personal leave the employee may involve their union.

Where Essential Energy terminates employment in accordance with this clause, the employee will be paid an amount equivalent to two (2) week's pay for each year of service with Essential Energy up to a maximum of twenty six (26) week's pay plus four (4) week's pay in lieu of notice.

4.4.2 Avoidance of Duplicate Benefits

An employee, who has been granted personal leave under this clause, and who in respect of the same period of Sick Leave receives compensation under any Act or law, shall reimburse Essential Energy from that compensation, any amounts paid as personal leave.

4.4.3 Existing Accumulation

- a) Employees shall have their untaken personal leave/sick leave accumulated preserved in accordance with the following entitlements:
 - Barrier Industrial Council (BIC) Electricity Field and Administration staff as at 1 April 1994
 - Australian Services Union (ASU) / Municipal Employees Union (MEU) as at 1 November 1997
 - Balranald Energy Lodge (BEL) as at 30 June 1997

Any existing balance will remain at the dollar value of the balance as at 30 June 2011.

- b) An employee shall be paid their preserved balance where an employee's service is terminated

for any reason.

- c) Where an employee dies, the preserved balance shall be paid to the employee's legal representative.
- d) Unused preserved sick leave can be accessed by each employee voluntarily, There are to be two (2) access dates per year, spreading over more than one (1) financial year, for the life of this Agreement.

4.4.4 Illness During Annual and Long Service Leave

If an employee suffers personal illness or injury for a period of at least five (5) consecutive days whilst on Annual or Long Service Leave, the employee will be granted additional leave equivalent to the period of personal illness or injury, which occurred during the leave. In these circumstances, satisfactory medical evidence will be necessary.

Lesser periods will be considered on a case by case basis provided satisfactory medical evidence is available.

4.5 CARER'S LEAVE

- a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in paragraph c) who needs the employee's care and support, shall be entitled to use, in accordance with the sub-clause, up to ten (10) days carers leave per year, for absences to provide care for such persons when they are ill. Such leave may be taken for part of one day.
- b) The employee shall, if required,
 - (i) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
 - (ii) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the illness resulting in the person concerned requiring care by the employee.

In normal circumstances, an employee must not take carer's leave under this sub-clause where another person had taken leave to care for the same person.

- c) The entitlement to use carers leave in accordance with this clause is subject to:
 - (i) The employee being responsible for the care and support of the person concerned: and,
 - (ii) The person concerned being:
 - a spouse of the employee; or
 - a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - a child or adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - a relative of the employee who is a member of the same household, where for the purpose of this paragraph:

- 'relative' means a person related by blood, marriage or affinity.
 - 'affinity' means a relationship that one spouse because of marriage has to blood relatives of the other; or
 - 'household' means a family group living in the same domestic dwelling.
- d) An employee shall notify their immediate supervisor of the requirement to take leave, the reason for taking such leave and the estimated length of absence at the first opportunity or on the day of absence.
- e) An employee may elect with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in sub-clause 4.5 c) (ii) above who is ill or who requires care due to an unexpected emergency.
- f) An employee may elect with the consent of the employer, to take annual leave not exceeding ten (10) days in single day periods, or part thereof, in any calendar year at a time or times agreed by the parties, for the purposes of providing care to a class of person set out in sub-clause 4.5 c) (ii).
- (i) An employee may elect with the employer's agreement to take annual leave at any time within a period of twenty-four (24) months from the date at which it falls due.
- g) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within twelve (12) months of the said election.
- h) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, which is an hour for each hour worked.
- i) If, having elected to take time as leave, in accordance with sub-clause 4.5 f) above, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve (12) month period or on termination.
- j) Where no election is made in accordance with the said sub-clause 4.5 f) above, the employee shall be paid overtime rates in accordance with the Agreement.
- k) An employee may elect, with the consent of the employer, to work 'make-up time' under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Agreement, at the ordinary rate of pay.
- l) An employee on shift work may elect, with the consent of the employer, work 'make-up time' (under which the employee takes time off ordinary hours and works those hours at a later time) at the shift work rate which would have been applicable to the hours taken off.
- m) Carer's entitlement for casual employees
- (i) Subject to the evidentiary and notice requirements in sub-clause b) and d) above, casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in sub-clause c) of this clause who are sick or injured and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
- (ii) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to forty eight (48) hours (i.e. two (2) days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (iii) The employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of the employer to engage or not engage a casual employee are otherwise not affected.

4.6 LONG SERVICE LEAVE

4.6.1 Long Service Leave Entitlement

Essential Energy shall grant each employee, long service leave on full pay as follows:

Length of Continuous Service	Amount of Leave
After ten (10) years	13 weeks
Between ten (10) and fifteen (15) years	1.7 weeks per year
After fifteen (15) years	2.7 weeks per year

4.6.2 Accrual of Leave

Long service leave shall accrue during a period of continuous service on a pro rate basis proportionate to the scale of leave set out above. However, the amount of accrued leave which an employee has shall be reduced by any period of leave previously taken.

4.6.3 Taking of Leave

An employee shall not be entitled to take any period of long service leave until the employee has completed ten (10) years continuous service with Essential Energy. The taking of Long Service Leave shall be at the discretion of the employee but at a time convenient to, and by mutual agreement with Essential Energy taking into consideration staffing levels and workloads.

4.6.4 Fragmented Leave

Long service leave may be taken in separate periods of not less than one (1) week.

4.6.5 Notice of Leave

An employee shall give Essential Energy at least one (1) months' notice of the taking of Long Service Leave. However, a shorter period of notice may be given in cases of unforeseen events which necessitate an employee taking leave.

4.6.6 Continuous Service

Continuous service shall be the period from the date of commencement to the date of termination of employment and shall include:

- a) for employees employed by Essential Energy as at 1 January, 1997 who had been credited for employment with a city, municipality, shire or county district, or local government body or electricity distributor or for employment in New South Wales with any person or corporation which has supplied electricity to the public under a franchise agreement in accordance with the New South Wales Local Government Act.
- b) all approved leave.
- c) previous employment with Australian Inland, Australian Inland Energy, Australian Inland Energy and Water, Broken Hill Water Board, Murray River County Council, Murray River Electricity, Broken Hill City Council and PcPro.

Periods which shall not be included in the calculation of continuous service are unapproved unpaid absences, absence on maternity leave and leave without pay.

4.6.7 Discharged Entitlements

Long service leave shall be subject to the deduction of any period of long service leave already taken and/or the period of long service represented by any payment in lieu thereof made to the employee upon termination of employment in respect of any service counted in accordance with this clause.

4.6.8 Apprentices/Traineeships

Persons who have completed an apprenticeship/traineeship with Essential Energy or third party and who are re-employed by Essential Energy within 12 months of completing the apprenticeship shall have the period of the apprenticeship recognised for long service leave purposes.

4.6.9 Payment

a) Allowances

An employee who regularly receives payment of On Call and Standing By allowances, shift allowances, and leading hand allowance will receive payment of those allowances during periods of long service leave on the same basis of payment or average payment to the employee in the four (4) week (twelve (12) months for leading hands) period prior to the date of commencement of the leave.

b) Full Pay

During a period of long service leave, an employee shall be paid the employee's rate of pay which the employee would have received for the period had the employee not been on leave. Provided that in the case of a part time employee, the payment of leave shall be calculated by averaging the employee's hours over the previous twelve (12) months.

c) Payment Before Leave

An employee shall be entitled to receive payment for the full period of Long Service Leave prior to the date upon which leave commences.

4.6.10 Holidays Excluded

Long Service Leave shall be exclusive of all public holidays which occur during such period of leave.

4.6.11 Termination of Employment

a) Ten (10) Years

Where an employee has completed at least ten (10) years continuous service, and the employee's employment is terminated for any reason, or the employee dies, the employee or the employee's legal representative shall be paid the amount due for the employee's accrued long service leave.

b) Short Service

Where an employee has completed at least five (5) years' service and less than (10) years' service and their employment is terminated by Essential Energy for any reason other than serious misconduct, or if the employee terminates their employment on account of illness, incapacity or other domestic or pressing necessity, or by reason of death, Essential Energy shall pay to the employee or the employee's legal representative the monetary equivalent of the employee's accrued Long Service Leave.

c) Payment on Termination

On termination of employment, an employee shall be paid the ordinary rate of pay, excluding allowances, for the accrued long service leave.

4.6.12 No Payment in Lieu

Essential Energy shall not pay an employee in lieu of long service leave, whilst the employee remains an employee of Essential Energy.

4.7 PARENTAL LEAVE

The following provisions shall apply in addition to those set out in Chapter 2, Part 2-2, Division 5 – ‘Parental leave and related entitlements’ of the National Employment Standards (NES) under the Fair Work Act 2009 (Cth); and the Paid Parental Leave Act 2010 (Cth).

- a) In the period immediately following the birth or adoption of a child, an employee who is the primary care giver shall, subject to the completion of twelve (12) months continuous service with Essential Energy, be entitled to;
- (i) Parental leave with full pay for a period of fourteen (14) weeks, or, in the alternative, twenty eight (28) weeks at half pay and;
 - (ii) Adoption leave with full pay for a period of fourteen (14) weeks, or in the alternative, twenty eight (28) weeks at half pay and;
 - (iii) Request Parental Leave on a Part Time basis until the child reaches school age.
 - (iv) An employee who is not the primary care giver shall, subject to the completion of twelve (12) months continuous service with Essential Energy, be entitled to Paternity leave with full pay for a period of two (2) weeks or in the alternative, four (4) weeks at half pay.
- b) An employee shall be entitled to request such additional leave without pay as shall amount in aggregate to a total period of parental leave and adoption leave not exceeding one hundred and four (104) weeks.
- c) In accordance with this clause, an employee may utilise the whole or part of any Annual Leave and/or Long Service Leave or other paid leave provided that the total period of leave does not exceed one hundred and four (104) weeks.
- d) An employer must not fail to re-engage a regular casual employee because:
- (i) The employee or the employee’s spouse is pregnant; or
 - (ii) The employee is or has been immediately absent on parental leave.

The rights of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

e) Right to Request

- (i) An employee entitled to parental leave may request the employer to allow the employee:
- To extend the period of simultaneous unpaid parental leave use up to a maximum of eight (8) weeks;
 - To extend the period of unpaid parental leave for a further continuous period of leave not exceeding twelve (12) months;
 - To return from a period of parental leave on a part-time basis until the child reaches school age;
 - To assist the employee in reconciling work and parental responsibilities.

(ii) The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such Grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

(iii) The employee's request and the employer's decision must be recorded in writing.

(iv) Request to return to work part-time

Where an employee wishes to make a request, such a request must be made as soon as possible but no less than seven (7) weeks prior to the date upon which the employee is due to return to work from parental leave.

f) Communication during parental leave

(i) Where an employee is on parental leave and a definite decision has been made to introduce significant change to the workplace, the employer shall take reasonable steps to:

- Make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
- Provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.

(ii) The employee shall also take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to work on a part-time basis.

(iii) The employee shall notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph (i).

g) Paid leave of absence granted under this clause shall be counted as service for the purposes of this Agreement.

4.8 JURY SERVICE LEAVE

The following provisions shall apply in addition to those set out in Chapter 2, Part 2-2, Division 8 – 'Community Service Leave' of the National Employment Standards (NES) under the Fair Work Act 2009.

- a) An employee shall notify Essential Energy as soon as possible of the date upon which they are required to attend for Jury Service.
- b) An employee shall be paid by Essential Energy the difference between the Jury Service fee received and the employee's ordinary time rate of pay for Jury Service during the employee's usual ordinary working hours.
- c) An employee who attended Jury Service during a period of Annual or Long Service Leave or paid Maternity Leave shall, on application and on production of satisfactory evidence, be credited with leave, for the period during which the employee would have been on annual or long service leave had the employee not been on Jury Service.

4.9 COMPASSIONATE LEAVE

4.9.1 Permanent and Temporary Employees

- a) An employee is entitled to two (2) days of compassionate leave for each occasion (a permissible occasion) when a member of the employee's immediate family (as defined in paragraph d)), or a member of the employee's household:
 - (i) contracts or develops a personal illness that poses a serious threat to his or her life; or
 - (ii) sustains a personal injury that poses a serious threat to his or her life; or
 - (iii) dies.
- b) Where an employee's immediate family member dies, the employee shall be granted compassionate leave with pay for any unworked part of the ordinary working day or rostered shift during which the employee was notified of the death.
- c) An employee may take compassionate leave for a particular permissible occasion as consecutive days, single days or separate periods as agreed.
- d) Immediate family includes:
 - (i) the employee's spouse (including former spouse, a de facto spouse and a former de facto spouse), same sex partner, or a child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, parent in law, grandparent, aunt or uncle, grandchild or sibling; or
 - (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee
- e) Compassionate leave for permanent and temporary employees is without loss of pay for ordinary hours occurring during the period of the compassionate leave.

4.9.2 Casual Employees

- a) Compassionate leave for casual employees is unpaid.
- b) Subject to the evidentiary and notice requirements in Section 4 Clause 4.5 (Carer's Leave) paragraph (b) and (d), casual employees are entitled to not be available to attend work, or leave work upon the death of a person prescribed in Section 4 Clause 4.5 (Carer's Leave) paragraph (c).
- c) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to forty eight (48) hours (i.e. two (2) days) per occasion.
- d) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are not otherwise affected.

4.10 UNION TRAINING LEAVE

- a) An employee may make application to Essential Energy for paid leave to attend Union courses/conferences.
- b) Essential Energy's approval of an application for Union leave is subject to:
 - (i) The taking of the leave shall be dependent upon Essential Energy being able to make adequate staffing arrangements.

- (ii) Training courses/conferences should be for Union delegates or workplace representatives for whom the approved course is of relevance.
- (iii) Written application and at least six (6) weeks' notice, or other agreed period, for leave shall be given.
- (iv) Paid leave will not incur any other payment other than the ordinary rate of pay.
- (v) An annual pool of paid leave up to a maximum of one hundred (100) days will be provided by Essential Energy for employees to use for Union leave. Extra leave may be granted by approval of the Managing Director.

4.11 ACCIDENT LEAVE

4.11.1 Accident Pay

- a) An employee, after a period or periods of worker's compensation totalling twenty six (26) weeks, shall be entitled to accident pay for a further period of absence, or absences up to a period of twenty six (26) weeks of incapacity.
- b) Accident Pay is not payable for the first twenty six (26) weeks of a period of incapacity.
- c) Accident Pay shall mean a weekly payment of an amount representing the difference between the amount of compensation to which the employee would be entitled to under the Workers' Compensation Act 1987 (NSW), as amended and the employee's ordinary rate of pay.
- d) Accident Pay shall be payable only for a period or periods of incapacity while the employee remains an employee of Essential Energy.
- e) An employee shall not be entitled to the payment of Accident Pay in addition to payment for any period of Annual Leave, Sick Leave, Long Service Leave or any Enterprise Agreement Holiday, or for any period for which the employee has received a verdict for damages or a payment as settlement for a claim related to a compensation injury.

4.11.2 Notice of Injury

An injured employee shall give notice in writing, of the injury and circumstances leading to the injury, to Essential Energy without undue delay, and shall provide in writing all other information as Essential Energy may reasonably require.

4.11.3 Medical Examination

Nothing in this clause shall in any way be taken as restricting or removing Essential Energy's right under NSW workers compensation laws, to require the employee to submit for examination by a legally qualified medical practitioner, provided and paid by Essential Energy.

If the employee refuses to submit to such examination or in any way obstructs the same, the employee's right to receive or continue to receive Accident Pay shall be suspended until such examination has taken place.

4.11.4 Damages or Settlement

The employee shall not be entitled to receive Accident Pay if the employee fails to give Essential Energy:

- a) an undertaking that if the employee obtains a verdict for damages against Essential Energy in respect of the injury or is paid an amount in settlement of any claim for damages that the employee has made against Essential Energy for the injury, the employee will immediately upon receipt of payment or upon receipt of payment by the employee's agent of a verdict for

damages or amount in settlement of the claim, repay to Essential Energy the amount of Accident Pay which Essential Energy has paid.

- b) an undertaking that where the injury was caused under the circumstances creating a liability in a third party to pay damages and the employee obtains a verdict for damages or is paid an amount of money in settlement of any claims for damages against that third party the employee will out of such verdict or amount of money repay to Essential Energy the amount of Accident Pay which Essential Energy has paid.
- c) an irrevocable authority addressed to any third party requiring such third party out of any verdict which may be obtained by the employee against that third party or any amount of money payable to the employee in settlement of any claim for damages made against that third party to pay to Essential Energy the amount of Accident Pay which Essential Energy has paid to the employee.

4.12 DOMESTIC VIOLENCE LEAVE

4.12.1 General Principle

Essential Energy recognises that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore Essential Energy is committed to providing support to staff that experience domestic violence.

4.12.2 Definition of Domestic Violence

Domestic violence includes physical, sexual, financial, verbal or emotional abuse by an immediate family member as defined in this Agreement.

4.12.3 General Measures

- a) Proof of domestic violence may be required and can be in the form of an agreed document issued by the Police Service, a Court, a Doctor, a Domestic Violence Support Service or Lawyer.
- b) All personal information concerning domestic violence will be kept confidential in line with Essential Energy Policy and relevant legislation. No information will be kept on an employee's personnel file without their express written permission.
- c) No adverse action will be taken against an employee if their attendance or performance at work suffers as a result of experiencing domestic violence.
- d) Essential Energy will identify a contact in Human Resources who will be trained in domestic violence and privacy issues. Essential Energy will advertise the name of the contact within the organisation.
- e) An employee experiencing domestic violence may raise the issue with their immediate supervisor or the Human Resources contact. The supervisor may seek advice from Human Resources if the employee chooses not to see the Human Resources contact.
- f) Where requested by an employee, the Human Resources contact will liaise with the employee's supervisor on the employee's behalf, and will make a recommendation on the most appropriate form of support to provide in accordance with sub-clauses 4.12.4 and 4.12.5.
- g) Essential Energy will develop guidelines to supplement this clause which detail the appropriate action to be taken in the event that an employee reports domestic violence.

4.12.4 Leave

- a) An employee experiencing domestic violence will have access to paid special leave for medical appointments, legal proceedings and other matters and activities arising from domestic violence. This leave will be in addition to existing leave entitlements and may be

taken as consecutive or single days or as a fraction of a day and can be taken without prior approval.

- b) An employee who supports a person experiencing domestic violence may take special leave to accompany them to court, to hospital, or to mind children.

4.12.5 Individual Support

- a) In order to provide support to an employee experiencing domestic violence and to provide a safe work environment to all employees, Essential Energy will support any reasonable request from an employee experiencing domestic violence for
 - i. changes to their span of hours or pattern or hours and/or shift patterns;
 - ii. job redesign or changes to duties;
 - iii. relocation to suitable employment within Essential Energy;
 - iv. a change to their telephone number or email address to avoid harassing contact;
 - v. any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.
- b) An employee experiencing domestic violence will be referred to the Employee Assistance Program (EAP) and/or other local resources. The EAP shall include professionals trained specifically.

SECTION 5 – ALLOWANCES

5.1 LEADING HAND ALLOWANCE

- a) An employee employed at or below Pay Point 25 in a field based position who is in charge of and responsible for a work group comprising that employee and at least two (2) other employees shall receive the Leading Hand allowance.
- b) An amount per day as per Section 6 Clause 6.14 Table 3 (Essential Energy Far West Electricity Allowances) shall be paid when performing the duties and requirements of a Leading Hand. This allowance is only payable for ordinary hours worked, overtime and superannuation where the employee performs the duties and requirements of a Leading Hand.
- c) An employee performing the duties and requirements of a Leading Hand for three (3) or more days in any one (1) week shall be paid the allowance for the remainder of the working week (Monday to Friday), either a four (4) or five (5) day week, as appropriate.
- d) Leading Hand is not a permanent appointment except for those employees who, prior to approval of this Agreement, had been appointed as a permanent Leading Hand and continue to perform the role in accordance with this clause above. In this circumstance, the employee will receive the allowance on a permanent basis which will be payable for all purposes.
- e) Essential Energy retains the right to manage the process for engaging a Leading Hand including rotation of the duties and functions of a Leading Hand within the work group(s).

5.2 ELECTRICAL SAFETY RULES ALLOWANCE

- a) The Electrical Safety Rules Allowance (ESRA) will be paid to employees appointed to electrical positions who have passed the safety rules test and who are required to work or supervise or direct work in accordance with these rules. Typically employees who hold a trades' certificate from the family of electrical trades (including apprentices) will receive this allowance.
- b) Employees in non-electrical trades' technical and professional classifications, who are required to sit an abridged version of the safety rules exam, and are required to work in accordance with these rules, will receive 80% or 60% of the allowance. Employees in the Administrative Officer stream shall have an examination of their role and requirements to determine whether they are eligible for payment of the Safety Rules Allowance.
- c) Notwithstanding the above, the applicability of the electrical safety rules to the particular functions of a position may change from time to time and be subject to review. As a result, the ongoing payment of ESRA is also subject to review.
- d) To continue receiving the ESRA an employee must remain competent in their understanding and workplace application of the electrical safety rules. The ESRA may be temporarily suspended for a period of up to six (6) months where it is demonstrated that an employee has failed to follow and apply electrical safety rules in accordance with Essential Energy policies or procedures.
- e) For further detail regarding the ESRA, refer to Section 6 Clause 6.15 Table 4 (Essential Energy Far West Electricity Electrical Safety Rules Allowance) and Section 6 Clause 6.16 (Electrical Safety Rules Allowance Guidelines)

5.3 FIRST AID ALLOWANCE

All employees will be encouraged to obtain a First Aid Certificate. The cost of obtaining the certificate and the ongoing renewal costs will be met by Essential Energy where the certificate is obtained or renewed through an accredited training organisation and approved by the relevant manager.

An employee who is the holder of a current recognised First Aid Certificate and who is designated first aid attendant shall be paid a weekly First Aid Allowance as per Section 6 Clause 6.14 Table 3 (Essential Energy Far West Electricity Allowances).

5.4 CHIEF FIRE WARDEN ALLOWANCE

An employee who has received the appropriate training and is designated as a Chief Fire Warden shall be paid a weekly Chief Fire Warden allowance as per Section 6 Clause 6.14 Table 3 (Essential Energy Far West Electricity Allowances). An employee who is directed to act during a period of absence of the Chief Fire Warden shall be entitled to claim the allowance for the period whilst directed to act.

5.5 AREA CLIMATE ALLOWANCE

- a) Employees working within the area of supply of Essential Energy shall be paid a daily allowance as per Section 6 Clause 6.14 Table 3 (Essential Energy Far West Electricity Allowances) of this Agreement.
- b) This allowance does not form part of the ordinary rates of pay for the purpose of the calculation of overtime. This allowance is not paid for other purposes.

5.6 AIRCRAFT ALLOWANCE

An employee who is required in the course of employment to be engaged in a rotary or fixed wing aircraft in inspection and reporting on the distribution network shall be paid an allowance as per Section 6 Clause 6.14 Table 3 (Essential Energy Far West Electricity Allowances), per day or part thereof whilst so engaged.

Prior to use by employees, the full service history of the particular aircraft to be used are to be made available.

5.7 TRAINING ALLOWANCE

- a) A training allowance shall be paid to:
 - (i) employees who are required to prepare and present approved regulatory training courses to other staff members; and
 - (ii) employees who conduct formal assessments (of a course and/or individual participant).
- b) The training allowance shall not apply where the responsibility for the above duties is a function of the employee's appointed position.
- c) All employees who receive training will be paid at ordinary time where the course has been approved by Essential Energy.

5.8 PRIVATE MOTOR VEHICLE ALLOWANCES

Employees shall not ordinarily be required to use their private motor vehicle for Essential Energy business purposes. However, in extenuating circumstances and with the prior agreement of their manager/supervisor, an employee who uses a privately owned motor vehicle in their role shall be paid for the casual use at the Australian Taxation Office rates.

5.9 CREW COORDINATOR ALLOWANCE

An employee appointed to the role of Crew Coordinator will be entitled to a Crew Coordinator allowance as per Section 6 Clause 6.14 Table 3 (Essential Energy Far West Electricity Allowances).

5.10 DEPOT CONTROLLER ALLOWANCE

A Resource Supervisor or Crew Supervisor at each Grade 'C', 'D' & 'E' depot who in addition to their normal responsibilities acts as the person in charge of their depot will be paid a Depot Controller allowance. The recipient of the allowance is responsible for the efficient and effective daily function of the depot. The allowance is as per Section 6 Clause 6.14 Table 3 (Essential Energy Far West Electricity Allowances)

This allowance is not payable to Senior Resource Supervisors as the depot responsibility forms part of their role.

Where the depot controller is on leave the employee assigned responsibility for the depot controller duties is eligible to receive the depot controller allowance on a pro rata daily basis.

5.11 CAMPING ALLOWANCE

- a) Where an employee is required to perform work that renders it necessary for an employee to sleep away from the employee's usual residence and where hotel/motel accommodation is not available the employee shall be paid a camping allowance per day as per Section 6 Clause 6.14 Table 3 (Essential Energy Far West Electricity Allowances).
- b) Where the existing camping requirements cause extreme hardship to an employee and the employees' family because of such exceptional circumstances, Essential Energy, on application by the employee will review its policy on the matter in that particular case and subject to the merits of the case, an alternative arrangement to camping may be negotiated.

5.12 TOWING ALLOWANCE

Where an employee is required to drive a vehicle towing another vehicle or a semi (articulated) trailer, the employee shall be paid a towing allowance per day as per Section 6 Clause 6.14 Table 3 (Essential Energy Far West Electricity Allowances).

5.13 CLIMBING ALLOWANCE

Where an employee is trained and qualified in radio and communications tower work to work on towers above 30 metres in height and the employee carries out work on such towers they shall be paid a climbing allowance per day as per Section 6 Clause 6.14 Table 3 (Essential Energy Far West Electricity Allowances).

5.14 CONFINED SPACES ALLOWANCE

Where an employee is required to perform construction, maintenance and repair jobs in a confined a confined space, they shall be paid a confined spaces allowance per hour as per Section 6 Clause 6.14 Table 3 (Essential Energy Far West Electricity Allowances).

5.15 DIRTY WORK ALLOWANCE

A dirty work allowance shall be paid hourly as per Section 6 Clause 6.14 Table 3 (Essential Energy Far West Electricity Allowances) to an employee required to:

- a) work in the sedimentation and flocculation tanks at Mica Street Water Treatment Plant when the tanks are empty and repairs are undertaken;
- b) work in the suction tunnel at the Stephens Creek Pumping Station;
- c) internally clean fuel storages;
- d) internally clean service reservoirs and/or balance tanks;
- e) internally clean and/or repair sewerage settling and sludge digesting tanks(as distinct from sewerage pump wells);
- f) clean and oil shutters;
- g) work in sewerage pump wells (wet or dry) or in any situation where the employee comes in direct contact with sewerage matter;
- h) work in situations that the employee is unable to arrange adequate protection (e.g. water proof boots) from excessively wet or muddy conditions;
- i) pull down dirty ceilings or roofing

5.16 LIVING AWAY ALLOWANCE

Where an employee is required to remain away overnight and has not claimed incidentals in accordance with Section 3 Clause 3.4 Working Away From Home sub-clause b) they shall be paid a Living Away allowance per day as per Section 6 Clause 6.14 Table 3 (Essential Energy Far West Electricity Allowances).

5.17 PLANT OPERATOR ALLOWANCE

Where an employee is required to operate a crane borer/lifter they shall be paid a Plant Operator allowance per day as per Section 6 Clause 6.14 Table 3 (Essential Energy Far West Electricity Allowances), provided that, when plant operating is not available to be carried out, the plant operator undertakes any other work allocated by the supervisor.

5.18 MOVEMENT OF ALLOWANCES

Allowances described in Section 6 Clause 6.14 Table 3 (Essential Energy Far West Electricity Allowances) shall increase at the same percentage rate as the rates of pay in Section 6 Clause 6.12 Table 1 (Essential Energy Far West Electricity Rates of Pay), excluding Electrical Safety Rules (ESRA).

SECTION 6 – MISCELLANEOUS

6.1 OUTSOURCING

- a) Where Essential Energy is considering outsourcing work which would normally be performed by Essential Energy employees, Essential Energy will consult with the affected employees and the relevant Union(s) in accordance with the requirements of this clause.
- b) In the event that Essential Energy identifies that it will outsource/contract out work, which is work that would normally be performed by Essential Energy employees, the nature of the activity or project will be referred to the Outsourcing Consultative Committee, following a Briefing Paper being forwarded to the Union parties.
- c) This Committee shall comprise of the Manager Employee Relations (or his/her nominee), and the General Secretary of the relevant Union(s) (or his/her nominee). As required, the involvement of the relevant General Manager and/or a maximum of two (2) relevant union delegates from each Union may be co-opted to assist with detailed information regarding the activity/project to be outsourced. All Committee meetings are to be minuted. The minutes will be circulated to all parties in attendance no later than four (4) days following the meeting.
- d) For any activity or project being submitted for consultation to the Outsourcing Committee the following criteria shall be demonstrated:
 - (i) where insufficient resources are available (including consideration of the usage of permanent part time, temporary or casual employment arrangements) to meet the current Essential Energy work commitment and work timetable or;
 - (ii) the failure to complete the work in a reasonable time would jeopardise the safety of the public or impact adversely upon system performance, or
 - (iii) the use of outsourcing or contracting to the work is commercially the most advantageous option taking into account; quality, safety, system performance, cost and the overall strategic direction of Essential Energy.
- e) The Committee shall adhere to a timeframe of no more than twenty eight (28) days, after the Briefing Paper has been provided, to complete the consultative process on the activity/projects before them.
- f) Either party may seek the assistance of Fair Work Commission during the consultation process.
- g) If after this process has been conducted a decision to outsource has been made, the Contractor engaged to perform the work must:
 - (i) provide a written undertaking to comply with the safety, environmental and quality standards of Essential Energy.
 - (ii) provide a written undertaking to conform to all Acts, Enterprise Agreements and agreements affecting the employees of the Contractor.
 - (iii) demonstrate it has established appropriate industrial relations policies and practices.

6.2 DRIVERS LICENCE

An employee appointed to a position which requires the employee to hold a motor vehicle drivers' licence shall be reimbursed the cost of such license by Essential Energy.

6.3 WET WEATHER AND EXTREME CONDITIONS

6.3.1 Wet Weather

It is not the intent of Essential Energy for its employees to normally work in wet weather.

Essential Energy shall however provide its field based employees with suitable wet weather gear for those occasions where due to an emergency, or an outage that has already commenced, it requires the employees to work through.

Where an employee stops work due to wet weather, the employee shall be paid for time not worked provided the employee:

- Remains at work until directed to leave work;
- Stands by as directed; and
- Reports for duty as directed.

6.3.2 Extreme Conditions

Individuals working in heated conditions need to as a minimum adhere to the following measures within the workplace:

- Ensure that the appropriate PPE is worn at all times
- Ensure the adequate intake of fluids
- Observe that regular rest breaks are utilised
- Take early actions if any signs or symptoms of heat stress occur

In extreme conditions, work should be arranged so that it is not performed when temperatures are at their highest. In such cases it may be an alternative to alter the commencing times to coincide with the coolness of the morning subject to agreement between Essential Energy and the employees concerned.

6.4 TOOLS

- a) Essential Energy shall provide employees with the necessary tools to perform their duties. Tools will only be supplied and or purchased in accordance with the Essential Energy tools policy. Damaged, lost or worn tools shall be replaced by Essential Energy.
- b) Employees shall use the tools for their intended purpose only. Employees shall exercise all care in the use of and safe keeping of tools.

6.5 PERSONAL PROTECTIVE EQUIPMENT (PPE) AND CLOTHING

- a) Essential Energy shall provide PPE and clothing to fulfil safety requirements relating to the provision of such equipment and clothing.
- b) Employees must ensure they wear and/or use appropriate PPE and clothing for the purpose for which it was provided.

PPE and clothing will be replaced on a fair wear and tear basis approved by the employee's manager/team leader.

6.6 UNION DELEGATES' CHARTER

6.6.1 Essential Energy shall be able to:

- a) Expect that employees, be they Union Delegates or not, will perform the job in which they are employed.
- b) Be given reasonable notice by Delegates that they intend to carry out their Union duties.
- c) Expect that Union Delegate(s) shall not be able to claim or be paid overtime for attendance at Delegates meetings.
- d) Expect that Union Delegate(s) be reasonably available as required to assist in the facilitation of effective workplace relations practices.

6.6.2 To the extent permitted by the Fair Work Act 2009, Union Delegates at Essential Energy shall be able to:

- a) Approach, or be approached by a member for the payment of union dues or other payments, or to discuss any matter related to this member's employment, during working hours.
- b) After obtaining the permission of the employer, move freely for the purpose of consulting other Delegates during working hours.
- c) Have access to Union Officials, subject to the Fair Work Act 2009, as required within operational hours and on business premises as required for the purposes of Union business.
- d) Be able to represent employees or request a Union Official to represent the employee.
- e) To negotiate with management together with other Union Delegates on behalf of all or part of the members on any matters in accord with union policy affecting the employment of members who work in Essential Energy.
- f) Call meetings and for members to attend these meetings on the job. Such meetings are to be outside of work time unless prior permission is obtained from management.
- g) Have protection from victimisation and this right to be expressed in prohibiting the employer from seeking to separate the delegate from the union members who elected them without first consulting the union.
- h) Have access to a telephone and computer, including email and to have within their work proximity suitable cupboards and furniture to enable them to keep records, union circulars, receipt books etc. so as to efficiently carry out their union responsibilities.
- i) Attend meetings and training held by the union in which they hold office without loss of any rights or ordinary pay following the approval of Essential Energy. Attendance at these meetings shall not be unreasonably withheld. Leave granted for this purpose may be accessed by the relevant special leave provisions and or relevant training leave provisions.
- j) Have all agreements and arrangements negotiated with Essential Energy set out in writing and for these agreements and arrangements, including Agreements, to be provided to delegates on request.
- k) Place appropriate union endorsed notices on defined union notice boards.

6.7 SUPPLY OF RESIDENCE

Where an employee is provided with a residence by Essential Energy (with or without concessions), the weekly value of such residence and concessions shall be determined by Essential Energy.

6.8 NO EXTRA CLAIMS

The parties to this Enterprise Agreement agree not to pursue any additional or extra claims during the term of this Enterprise Agreement except in accordance with Section 1 Clause 1.7 (Future Negotiations), or in accordance with any decision of Fair Work Commission.

6.9 PHASED RETIREMENT

A range of flexible work and leave arrangements may be available by agreement between Essential Energy and an employee to better manage transition to retirement. Any agreed arrangement is in recognition of an ageing workforce in Essential Energy and the need to retain skills and experience within the organisation while managing the transfer of corporate knowledge prior to retirement.

Flexible work and leave arrangements include:

- (a) Part-time work;
- (b) Leave without pay;
- (c) Annual leave at half pay;
- (d) Job sharing arrangements;
- (e) Variations to ordinary hours and rosters;
- (f) Job redesign

The terms of any flexible work and/or leave arrangements shall be in writing and may be varied from time to time, by agreement, to suit the specific needs of Essential Energy and the employee.

6.10 ISOLATED AREAS – INCLUDING INDIGENOUS ISSUES

The parties agree to proactively support recruitment and employment in isolated areas. The union parties are also committed to an involvement in developing the terms of reference for such work and the work of the existing Recruitment Group for Isolated Areas.

6.11 ENGAGEMENT OF LABOUR HIRE AGENCY WORKERS

- a) The parties to this Agreement recognise the need for Essential Energy to engage labour hire agency workers from time to time to meet short term business needs. These engagements may need to be undertaken within short time frames. Essential Energy will consult with the relevant parties where the engagement of labour hire agency workers is required.
- b) In this context the parties define short term business needs as a maximum of twelve (12) months except in circumstances where consultation has taken place prior to any extension of this timeframe. As part of this process, Essential Energy will meet with the relevant union(s) on a six (6) monthly basis to discuss labour hire resource requirements. Essential Energy will provide a report as to labour hire agency workers at each of these meetings.
- c) Essential Energy confirms that labour hire shall not be used as an alternative to permanent employment.

6.12 TABLE 1: ESSENTIAL ENERGY FAR WEST ELECTRICITY RATES OF PAY

Pay point	Weekly \$ 1.7.12	Hourly rate \$ 1.7.12	Weekly \$ 1.7.13	Hourly rate \$ 1.7.13	Weekly \$ 1.7.14	Hourly rate \$ 1.7.14
			2.7%		2.7%	
C1*	408.84	11.36	419.88	11.66	431.22	11.98
C2*	451.03	12.53	463.21	12.87	475.72	13.21
C3*	497.54	13.82	510.97	14.19	524.77	14.58
1	536.92	14.92	551.42	15.32	566.31	15.73
2	652.33	18.12	669.94	18.61	688.03	19.11
3	755.42	20.98	775.82	21.55	796.77	22.13
4	846.49	23.51	869.35	24.15	892.82	24.80
5	875.32	24.31	898.95	24.97	923.22	25.65
6	904.99	25.14	929.42	25.82	954.51	26.51
7	919.83	25.55	944.67	26.24	970.18	26.95
8	948.91	26.36	974.53	27.07	1000.84	27.80
9	967.98	26.89	994.12	27.61	1020.96	28.36
10	1,027.53	28.54	1,055.27	29.31	1,083.76	30.10
11	1,068.75	29.69	1,097.61	30.49	1,127.25	31.31
12	1,090.05	30.27	1,119.48	31.10	1,149.71	31.94
13	1,111.95	30.89	1,141.97	31.72	1,172.80	32.58
14	1,134.10	31.51	1,164.72	32.35	1,196.17	33.23
15	1,157.04	32.15	1,188.28	33.01	1,220.36	33.90
16	1,180.20	32.78	1,212.07	33.67	1,244.80	34.58
17	1,203.79	33.44	1,236.29	34.34	1,269.67	35.27
18	1,227.57	34.10	1,260.71	35.02	1,294.75	35.97
19	1,252.23	34.78	1,286.04	35.72	1,320.76	36.69
20	1,277.33	35.48	1,311.82	36.44	1,347.24	37.42
21	1,290.72	35.86	1,325.57	36.82	1,361.36	37.82
22	1,302.87	36.19	1,338.05	37.17	1,374.18	38.17
23	1,328.75	36.92	1,364.63	37.91	1,401.48	38.93
24	1,355.54	37.65	1,392.14	38.67	1,429.73	39.71
25	1,382.54	38.41	1,419.87	39.44	1,458.21	40.51
26	1,438.70	39.97	1,477.54	41.04	1,517.43	42.15
27	1,467.15	40.75	1,506.76	41.85	1,547.44	42.98
28	1,526.65	42.41	1,567.87	43.55	1,610.20	44.73
29	1,557.07	43.25	1,599.11	44.42	1,642.29	45.62
30	1,588.08	44.12	1,630.96	45.30	1,675.00	46.53
31	1,619.98	44.99	1,663.72	46.21	1,708.64	47.46
32	1,652.56	45.90	1,697.18	47.14	1,743.00	48.42
33	1,685.52	46.82	1,731.03	48.08	1,777.77	49.38
34	1,753.65	48.72	1,801.00	50.03	1,849.63	51.38
35	1,788.57	49.68	1,836.86	51.02	1,886.46	52.40
36	1,824.26	50.67	1,873.52	52.04	1,924.11	53.45
37	1,898.02	52.73	1,949.27	54.15	2,001.90	55.61
38	1,974.94	54.86	2,028.26	56.34	2,083.02	57.86
39	2,054.50	57.07	2,109.97	58.61	2,166.94	60.19
40	2,137.56	59.38	2,195.27	60.98	2,254.54	62.63

* Used for Cadet Engineers stream only

6.13 TABLE 2: ESSENTIAL ENERGY FAR WEST ELECTRICITY SHIFT ALLOWANCES

Section / Clause	Allowance Description	Frequency	Amount 1.7.12	Amount 1.7.13 2.7%	Amount 1.7.14 2.7%
Section 2 Clause 2.2	Shift :				
	Afternoon Shift	Per Shift	\$34.71	\$35.65	\$36.61
	Night Shift	Per Shift	\$47.73	\$49.02	\$50.34
	Early Morning Shift	Per Shift	\$11.85	\$12.17	\$12.50

6.14 TABLE 3: ESSENTIAL ENERGY FAR WEST ELECTRICITY ALLOWANCES

Section / Clause	Allowance Description	Frequency	Amount 1.7.12	Amount 1.7.13 2.7%	Amount 1.7.14 2.7%
Section 2 Clause 2.4.9	On Call (7 days)	Per Week	\$292.51	\$300.40	\$308.51
	On Call Weekly (5 days)	Per Week	\$208.94	\$214.14	\$219.92
	On Call Weekday (Mon to Fri)	Per Day*	\$41.79	\$42.92	\$44.08
	On Call Weekend (Sat/Sun/Hol)	Per Day*	\$48.75	\$50.07	\$51.42
	On Call Short Notice	Per Day*	\$48.75	\$50.07	\$51.42
Section 2 Clause 2.5.5	Overtime Meal Allowance	Per meal	\$25.05	\$27.10 ¹	\$27.83
Section 5 Clause 5.11	Camping Allowance	Per day	\$44.77	\$45.98	\$47.22
Section 5 Clause 5.3	First Aid Allowance	Per day	\$2.57	\$2.64	\$2.71
Section 5 Clause 5.4	Chief Fire Warden Allowance	Per week	\$16.88	\$17.34	\$17.81
Section 5 Clause 5.1	Leading Hand Allowance	Per day	\$16.70	\$17.15	\$17.61
Section 5 Clause 5.6	Aircraft Allowance	Per day	\$14.97	\$15.37	\$15.78
Section 5 Clause 5.5	Area Climatic Allowance	Per day	\$1.67	\$1.72	\$1.77
Section 5 Clause 5.7	Training Allowance	Per day	\$37.35	\$38.36	\$39.40
Section 5 Clause 5.13	Climbing Allowance	Per day	\$24.00	\$24.65	\$25.32
Section 5 Clause 5.14	Confined Spaces Allowance	Per hour	\$5.99	\$6.15	\$6.32
Section 5 Clause 5.15	Dirty Work Allowance	Per hour	\$0.24	\$0.25	\$0.26
Section 5 Clause 5.16	Living Away Allowance	Per day	\$39.50	\$40.57	\$41.67
Section 5 Clause 5.17	Plant Operator Allowance	Per day	\$10.75	\$11.04	\$11.34
Section 5 Clause 5.12	Towing Allowance	Per day	\$9.18	\$9.43	\$9.68
Section 5 Clause 5.9	Crew Coordinator Allowance	Per week	\$86.53	\$88.87	\$91.27
Section 5 Clause 5.10	Depot Controller Allowance ²	Per week	\$33.05	\$33.94	\$34.86

* Not to exceed maximum allowable weekly amount

1 Once off adjustment to bring into line with ATO rates

2 This represents 2% of Pay Point 32

6.15 TABLE 4: ESSENTIAL ENERGY FAR WEST ELECTRICITY SAFETY RULES ALLOWANCE

ELECTRICAL SAFETY RULES ALLOWANCE (per week)			
	1.7.12	1.7.13	1.7.14
100%	\$120.00	\$120.00	\$120.00
80%	\$96.00	\$96.00	\$96.00
60%	\$72.00	\$72.00	\$72.00

6.16 ELECTRICAL SAFETY RULES ALLOWANCE GUIDELINE

6.16.1 Purpose

To ensure the Company outlines the application of the Electrical Safety Rules Allowance in accordance with the Essential Energy Conditions of Employment Agreement.

6.16.2 Scope

This applies to employees who:

- are required to work in accordance with Essential Energy Electrical Safety Rules
- require a working knowledge and application of the Electrical Safety Rules to fulfil their role
- are required to maintain currency and competency in Electrical Safety Rules with training and assessment; and
- through the application of this guideline, are eligible for the Electrical Safety Rules Allowance.

6.16.3 References

CEOP8030 Electrical Safety Rules
 CEOP2061 High Voltage Live Line Work Operational Requirements
 CEOF2000.15 HR: Employee Notification Form

6.16.4 Definitions

For the purposes of this guide only:

Electrical Trade – the employee will hold an AQF III or above, qualification in either Systems Electrician, Powerline Worker, Cable Jinter (or their recognised equivalents) or Electrical Engineering qualification.

Electrical Position – is a position within Essential Energy's Infrastructure Operations or Engineering Services business units that is directly involved with the reticulation and supply of electricity and the employee is deemed an Authorised person, in accordance with CEOP8030. For the purpose of this guide only, this may include associated positions that provide Technical Planning, Direction, Advice, Training or Supervision of those positions, and may be within other Business units.

Employee – a person who has permanent, temporary or casual employment with Essential Energy. It does not include persons who are engaged by a contract or provides a service to Essential Energy

Trade Qualification – the employee will hold an AQF III, or above, qualification in a Trade other than an Electrical Trade (see above) For example Plumber, Mechanic, Communications, Horticulture, Surveying or Engineering.

Trade Position – is a position within any of Essential Energy's business units that requires the employee to hold a Trade Qualification other than an Electrical Trade.

CATT Certified – means the employee is certified, and current, for Close Approach Tree Trimming (3 & 4) by an approved Organisation, and is required by Essential Energy to perform the work.

As defined in CEOP8030 – Electrical Safety Rules:

Authorised – means a person with technical knowledge or sufficient experience who has demonstrated competency and has been approved, in writing, by Essential Energy to carry out specific duties associated with the supply or use of electricity.

Competent Assistant – means a person who has, every twelve (12) months (six (6) months in Queensland), demonstrated the capabilities to rescue and resuscitate a person appropriate to the type of work being performed.

Instructed Person – means a person adequately advised or supervised by an authorised person to enable them to avoid the dangers electricity may create.

Near - means when there is a reasonable possibility of a person's body or any movable object that the person might be wearing, touching or carrying which is not designed for safe use on live conductors of the same or higher voltage, coming closer to a live exposed conductor than the minimum safe approach distances.

6.16.5 Assessment Criteria

To determine the eligibility of a new position or a current employee for the Electrical Safety Rules Allowance, the following assessment must apply:

6.16.6 100% Allowance

To be eligible for this allowance, the employee must be appointed to an electrical position, holds an Electrical Trade qualification, during the previous twelve (12) months demonstrated competency in the relevant sections of the electrical safety rules and

- a) required to work on or near the electrical network as an Electrically Qualified and Authorised person in accordance with CEOP8030 - Electrical Safety Rules; or
- b) carry out Operating Work on the electrical network; or
- c) is authorised and required to enter zone substations alone for the purposes of work; or
- d) provide direct supervision at a task level to others performing work in the above criteria; or
- e) for the purpose of training, auditing, network design, network planning, technical written or verbal advice, the role requires specific knowledge of the Electrical Safety Rules and the employee is required to apply this knowledge to undertake the role.

6.16.7 80% Allowance

To be eligible for this allowance, the employee must be appointed to a trade position, hold the appropriate trade qualification, during the previous twelve (12) months demonstrated competency in the relevant sections of the electrical safety rules and

- a) work on or near the electrical network as an Authorised person in accordance with CEOP8030 - Electrical Safety Rules; or
- b) is nominated, and confirmed, by Infrastructure Operations or Engineering Services as a Competent Assistant for the purpose of attending an Electrically Qualified and Authorised Person as required; or
- c) is authorised and required to enter zone substations alone for the purposes of work; or
- d) for the purpose of training, auditing, network design, network planning, technical written or verbal advice, the role requires specific knowledge of the Electrical Safety Rules and the employee is required to apply this knowledge to undertake role.
- e) employed in the role of either a CATT Certificated Electrical Worker or as an Asset Inspector.

6.16.8 60% Allowance

To be eligible for this allowance, the employee must be appointed in the role of Electricity Worker (or equivalent) during the previous twelve (12) months demonstrated competency in the relevant sections of the electrical safety rules and

- a) required to have and hold close approach for plant and equipment accreditation*; or
- b) work on or near the electrical network as an Instructed Person in accordance with CEOP8030 – Electrical Safety Rules; or
- c) is nominated, and confirmed, by Infrastructure Operations or Engineering Services as a Competent Assistant for the purpose of attending an Electrically Qualified and Authorised Person as required; or
- d) is authorised and required to enter zone substations alone for the purposes of work; or
- e) for the purpose of network design, network planning, technical written or verbal advice, the role requires specific knowledge of the Electrical Safety Rules and the employee is required to apply this knowledge to undertake role.

* NOTE: **Crane Plant Operators** that are designated and required to work to the safe approach distances for Live Line Work in accordance with CEOP2061 High Voltage Live Line Work Operational Requirements, shall receive the allowance Section 6 Clause 6.16.7 (80% Allowance) at all times, whilst still designated.

6.16.9 Qualifications

- a) In the case where the employee does not hold an electrical qualification or trade qualification (as defined), the eligibility for the payment of the Electrical Safety Rules Allowance will be assessed under Section 6 Clause 6.16.8 (60% Allowance).

Note: Where the employee is not appointed to the role of Electrical Worker (or equivalent), the assessment may occur under Section 6 Clause 6.16.8 (60% Allowance).

- b) In the case where an employee holds an Electrical Qualification and is engaged in a role that does not require the use of the qualification (e.g. Meter Reader, Asset Inspector), but is occasionally utilised, and nominated, by Infrastructure Operations or Engineering Services to perform duties of an electrical position, they will be assessed under Section 6 Clause 6.16.10 (Secondments or Acting Duties).

6.16.10 Secondments or Acting Duties

Where an employee is required to work in a role that does receive the allowance, they will receive the allowance for the duration of the secondment or acting duties, on the basis that their Electrical Safety Rules training is current. If the secondment or acting occurs on a regular basis then it is

recommended that the allowance be paid at all times, subject to being competent in the Electrical Safety Rules.

6.16.11 Position Changes

Where an employee changes his/her position within Essential Energy, an assessment of the position requirements in accordance with this procedure should be undertaken. Where the Electrical Safety Rules Allowance does not apply, any existing Electrical Safety Rules Allowance and payments to the employee must cease.

6.16.12 Present Occupant Only or Present Employee

Where an employee has been identified as being paid the Electrical Safety Rules Allowance in error or not in accordance with this procedure following the review in 2007 and the Allowance was frozen, this amount only applies to the present employee, not the role or position. Any other employee entering the role in the future will NOT be eligible for the allowance. If the present employee changes positions the allowance will be re-assessed under Section 6 Clause 6.16.11 (Position Changes).

6.16.13 Approval Process

Where it is established an employee may be eligible for the Electrical Safety Rules Allowance, an Employee Notification Form must be submitted to the business unit General Manager or Regional Manager for endorsement and then forwarded to the Manager Employee Relations or his delegate for final approval.

6.16.14 Authorities and Responsibilities

Regional Managers and General Managers have the authority and responsibility for:

- endorsing applications for the Electrical Safety Rules Allowance.
- ensuring that all managers; and employees understand their responsibilities under this procedure

Manager Employee Relations has the authority and responsibility for:

- monitoring compliance with this procedure and
- approve or reject applications for the Electrical Safety Rules Allowance.
- recording eligibility for Electrical Safety Rules Allowance against positions, and,
- ensuring human resources information systems are updated and accurate.

Manager Technical Training has the authority and responsibility for:

- providing training and testing in the Electrical Safety Rules; and
- providing timely and accurate training records to Employee Relations and/or Human Resources.

SECTION 7 – CLASSIFICATIONS FOR PURPOSES OF COVERAGE

- Administration Officer up to & including Level 23
- Divisional Assistant up to & including Level 4
- Zone Substation Electrical Technician up to & including Level 8
- Zone Substation Senior Electrical Technician up to & including Level 12
- Zone Substation Specialist Electrical Technician up to & including Level 16
- Trainee Technical Officer up to & including Level 3
- Technical Officer up to & including Level 16
- Apprentice & Trainee up to & including Level 4
- Asset Inspector up to & including Level 4
- Powerline Worker up to & including Level 9
- Cable Jointer up to & including Level 5
- Electrical Technician up to & including Level 8
- Crew Coordinator Depot Grade A to D up to & including Level 5
- Crew Supervisor Depot Grade E up to & including Level 3
- Resource Supervisor Depot Grade D up to & including Level 3
- Resource Supervisor Depot Grade A, B, C up to & including Level 3
- Senior Resource Supervisor up to & including Level 4
- Works Supervisor up to & including Level 3
- Dual Qualified Electrical Technician & Powerline Worker up to & including Level 6
- Ancillary Trade up to & including Level 4
- Electrical Worker up to & including Level 6
- Workplace Trainer & Assessor up to & including Level 7
- Managers & Specialist up to & including Level 4 (excluding Human Resource Managers)
- Cadet Engineer, Graduate Engineer, Professional Engineers & Engineering Managers up to & including Level 12

SECTION 8 - AGREED VARIED CONDITIONS FOR PARTICULAR CLASSIFICATIONS

8.1 APPLICATION

Schedules contained in this section of the Agreement contain terms and conditions relevant to those employees classified in the following categories:

- Divisional Assistants
- Managers & Specialists
- Technical Training Services / Operations (Workplace Trainer & Assessor)

These Schedules shall be read and interpreted wholly in conjunction with the terms and conditions of this Agreement, provided that where there is any inconsistency between these Schedules and the terms and conditions of this Agreement, these Schedules shall take precedence to the extent of the inconsistency.

All other conditions of employment will be as per the terms and conditions of this Agreement unless specifically covered by these Schedules.

8.2 SCHEDULE 1 – DIVISIONAL ASSISTANTS

8.2.1 Hours of Work & Additional Loading

Divisional Assistant positions are required to be available to serve the requirements of their manager in accordance with business hours on a 10 day fortnight arrangement Monday to Friday.

Employees covered by this Schedule shall be paid the appropriate salary according to their appointed position set out in the Progression Guidelines with an additional 11% which shall be superable to compensate for working a 10 day fortnight and recognition that the position works a minimum of forty (40) hours a week.

Where additional hours are worked, they shall be recorded on the payroll/personnel system and, where approved, paid at the appropriate overtime rates.

8.3 SCHEDULE 2 - MANAGERS & SPECIALISTS

8.3.1 Hours of Work & Additional Loading

Employees under this Schedule shall devote their attention, time and skill during normal business hours, and at other times as necessary, to fulfil the requirements of their duties. The nominal hours of work will be seventy-two (72) hours, to be performed over a 10 day fortnight, worked Monday to Friday, unless otherwise agreed.

Employees shall be remunerated at the appropriate rate of pay for their classification plus any relevant allowance that is required for the employee to perform their role. An additional eleven percent (11%) is paid in addition to the appropriate evaluated rate of pay in return for a forty (40) hour week and working a 10 day fortnight.

8.3.2 Overtime

The normal overtime provisions of this Agreement do not apply to employees under this schedule. It is not the intent to have employees under this Schedule work excessive hours. Employees who find they are working excessive hours have the ability with the agreement of their manager to enter into an arrangement to have those excessive hours recognised in the following manner;

- a) pay those hours at the ordinary single rate of pay, or
- b) to grant time-in-lieu for the actual hours worked

Such agreement will not to be unreasonably withheld.

8.3.3 Professional Indemnity

Provided that the Employee acts honestly, diligently and in good faith, the Employee shall not suffer any loss or damage of any kind by reason of any liability incurred by the Employer as a result of the conduct of the Employee and the Employer shall hold the Employee harmless and indemnify the Employee against any loss, claim, and cause of action of any kind arising out of or in the course of employment.

8.3.4 Inventions

- a) The Employee agrees that any discovery, invention, developmental process or technique made by the Employee during the course of employment and which in any way affects or relates to the business of the Employer shall be disclosed by the Employee to the Employer and shall be the absolute property of the Employer.
- b) The Employee further agrees, in respect of any such discovery, invention, developmental process or technique, that the Employee will do all necessary things to ensure that the Employer obtains the necessary protection through letters, patent, trade mark or other similar protection.
- c) The Employee grants the Employer consent to do or admit to do any act which would otherwise infringe the Employee's moral rights under the Copyright Act 1968 (Commonwealth) in relation to all copyright works the Employee makes in the course of the Employee's employment.

8.4 SCHEDULE 3 – TECHNICAL TRAINING SERVICES/OPERATIONS (WORKPLACE TRAINER & ASSESSOR)

8.4.1 Hours of Work

Employees classified in accordance with the Workplace Trainer and Assessor (Technical Trainings / Operations) are remunerated for working a ten (10) day / seventy-two (72) hour fortnight.

SECTION 9 – PROGRESSION GUIDELINES

9.1 PROGRESSION GUIDELINES

All new and existing positions in Essential Energy other than those within the Engineering & Professional officers' classification stream will be developed and aligned with the Australian Qualifications Framework (AQF) in order to determine an appropriate qualification or training outcome for each position. Consultation will take place with the relevant hiring managers and/or the incumbent in relation to the functions and objectives of the position.

If the AQF outcome of a position is disputed a panel consisting of the incumbent, their supervisor, a Employee Relations representative and a union official will meet to consider and review the evaluation.

Appointments

- (i) All appointments will be made at the entry level for the classification established for the position.
- (ii) All new appointments should hold a relevant qualification for the position.
- (iii) If an appointment is made where the employee does not hold the relevant qualification, they will remain at the entry level until such time as they achieve the required qualification.
- (iv) Where an appointment has been made to a position which spans two classification bands the appointment will be made at the entry level of the lower classification band.
- (v) Where an appointment has been made without the required qualification, the employee will be provided the opportunity to complete the qualification and be provided with study assistance as per the relevant Essential Energy policy.
- (vi) Appointments may be made above the entry level classification for an applicable role within the appropriate evaluated band subject to approval by executive level management.

Progression

- (i) Progression within the evaluated classification band shall be based on documented satisfactory performance review on an annual basis.
- (ii) Where the evaluated classification of a position spans more than one classification band, progression to the higher classification band will only occur where the employee obtains the higher relevant qualification.
- (iii) Where an employee is required to undertake training relevant to the attainment of AQF qualifications for the appointed position, training will be undertaken in the employees' own time unless otherwise agreed.
- (vii) Where an employee is required to obtain a qualification or relevant training outcome in relation to their current role Essential Energy will provide that opportunity in accordance with the study assistance policy. If the employee does not satisfactorily complete the qualification or relevant training outcome progression will not be available.
- (viii) Managers/Team Leaders are required to conduct annual performance reviews with all direct reports and are encouraged to provide six (6) monthly documented reviews with regard to progress. Employees are required to participate in the performance review process.

9.2 PROGRESSION ARRANGEMENTS

9.2.1 ADMINISTRATION OFFICER

ADMINISTRATION OFFICER		
AQF II Level	Pay Point	Requirements
1	8	• Entry level
2	10	• 12 months satisfactory performance at Level 1
3	12	• 12 months satisfactory performance at Level 2
3.1	13	• 12 months satisfactory performance at Level 3
AQF III Level	Pay Point	Requirements
4	14	• Appropriate AQF III qualification
5	16	• 12 months satisfactory performance Level 4
6	19	• 12 months satisfactory performance at Level 5
7	22	• 12 months satisfactory performance at Level 6
AQF IV Level	Pay Point	Requirements
8	25	• Appropriate AQF IV qualification
9	26	• 12 months satisfactory performance at Level 8
10	27	• 12 months satisfactory performance at Level 9
11	28	• 12 months satisfactory performance at Level 10
AQF V Level	Pay Point	Requirements
12	29	• Appropriate Diploma qualification
13	30	• 12 months satisfactory performance at Level 12
14	31	• 12 months satisfactory performance at Level 13
15	32	• 12 months satisfactory performance at Level 14

ADMINISTRATION OFFICER		
AQF VI Level	Pay Point	Requirements
16	33	• Appropriate Advanced Diploma qualification
17	34	• 12 months satisfactory performance at Level 16
18	35	• 12 months satisfactory performance at Level 17
19	36	• 12 months satisfactory performance at Level 18
Degree Level	Pay Point	Requirements
20	37	• Appropriate Degree qualification
21	38	• 12 months satisfactory performance at Level 20
22	39	• 12 months satisfactory performance at Level 21
23	40	• 12 months satisfactory performance at Level 22

9.2.2 DIVISIONAL ASSISTANTS

DIVISIONAL ASSISTANTS		
Level	Pay Point	Requirements
1	29	<ul style="list-style-type: none"> • Diploma Qualifications • Entry Level – by appointment only
2	30	• 12 months satisfactory performance at Level 1
3	31	• 12 months satisfactory performance at Level 2
4	32	• 12 months satisfactory performance at Level 3
<p>Notes:</p> <ul style="list-style-type: none"> • Employees classified as Divisional Assistants shall receive an additional 11% loading. This loading is payable for superannuation purposes and compensates Divisional Assistants for working a ten (10) day fortnight/forty (40) hours a week. 		

9.2.3 ZONE SUBSTATION ELECTRICAL TECHNICIAN

ZONE SUBSTATION ELECTRICAL TECHNICIAN (AQF III/IV)		
Level	Pay Point	Requirements
1	14	<ul style="list-style-type: none"> • Appropriate AQF III Qualifications • Entry Level • Zone Substation Appointment
2	17	<ul style="list-style-type: none"> • 12 months satisfactory performance at Level 1
3	22	<ul style="list-style-type: none"> • 12 months satisfactory performance at Level 2
4	24	<ul style="list-style-type: none"> • 12 months satisfactory performance at Level 3
5	25	<ul style="list-style-type: none"> • 12 months satisfactory performance at Level 4
6	26	<ul style="list-style-type: none"> • 12 months satisfactory performance at Level 5
7	27	<ul style="list-style-type: none"> • 12 months satisfactory performance at Level 6
8	28	<ul style="list-style-type: none"> • 12 months satisfactory performance at Level 7
<p>Notes:</p> <ul style="list-style-type: none"> • Apprentices who complete their trade in the Electricity Supply industry will commence at Level 2. • For employees to progress from Level 5 through to Level 8 it is expected that they are achieving acceptable progress towards attaining an appropriate AQF IV qualification. 		
ZONE SUBSTATION SENIOR ELECTRICAL TECHNICIAN (AQF V)		
Level	Pay Point	Requirements
9	29	<ul style="list-style-type: none"> • By appointment only ** • Appropriate AQF IV & V Qualifications • Entry level
10	30	<ul style="list-style-type: none"> • 12 months satisfactory performance at Level 9
11	31	<ul style="list-style-type: none"> • 12 months satisfactory performance at Level 10
12	32	<ul style="list-style-type: none"> • 12 months satisfactory performance at Level 11
<p>Notes:</p> <ul style="list-style-type: none"> • Employees employed as Zone Substation Electrical Technicians prior to 8 July 2009 can progress through to Level 10 and no further without an AQF V Qualification as a present occupant only. ** Employees employed as Zone Substation Electrical Technicians prior to 8 July 2009 who gain an appropriate AQF V qualification can progress to Level 12. 		
ZONE SUBSTATION SPECIALIST ELECTRICAL TECHNICIAN (AQF VI)		
Level	Pay Point	Requirements
13	33	<ul style="list-style-type: none"> • By appointment only • Appropriate AQF IV, V & VI Qualifications • Entry Level
14	34	<ul style="list-style-type: none"> • 12 months satisfactory performance at Level 13
15	35	<ul style="list-style-type: none"> • 12 months satisfactory performance at Level 14
16	36	<ul style="list-style-type: none"> • 12 months satisfactory performance at Level 15

9.2.4 TRAINEE TECHNICAL OFFICER

TRAINEE TECHNICAL OFFICER GRADE		
Level	Pay Point	Requirements
1	22	• Appropriate AQF III qualification
2	23	• 12 months satisfactory performance at Level 1
3	24	• 12 months satisfactory performance at Level 2
Notes: <ul style="list-style-type: none"> • The purpose of these classifications is to allow employees to apply for positions that require AQF IV qualifications within the Technical Officer stream. • After successful completion of the AQF IV qualification, subject to satisfactory performance, the employee will progress to Technical Officer Grade 1. 		

9.2.5 TECHNICAL OFFICER

TECHNICAL OFFICER (AQF IV)		
Level	Pay Point	Requirements
1	25	• Appropriate AQF IV Qualifications
2	26	• 12 months satisfactory performance at Level 1
3	27	• 12 months satisfactory performance at Level 2
4	28	• 12 months satisfactory performance at Level 3
TECHNICAL OFFICER (AQF V)		
Level	Pay point	Requirements
5	29	• Appropriate AQF V qualification
6	30	• 12 months satisfactory performance at Level 5
7	31	• 12 months satisfactory performance at Level 6
8	32	• 12 months satisfactory performance at Level 7

TECHNICAL OFFICER (AQF VI)		
Level	Pay Point	Requirements
9	33	• Appropriate AQF VI Qualification
10	34	• 12 months satisfactory performance at Level 9
11	35	• 12 months satisfactory performance at Level 10
12	36	• 12 months satisfactory performance at Level 11
TECHNICAL OFFICER (Degree/Technical Management)		
Level	Pay Point	Requirements
13	37	• Appropriate Degree qualification
14	38	• 12 months satisfactory performance at Level 13
15	39	• 12 months satisfactory performance at Level 14
16	40	• 12 months satisfactory performance at Level 15

9.2.6 APPRENTICES & TRAINEES

APPRENTICES & TRAINEES (Trades & Vocations)		
Level	Pay Point	Requirements
1	1	• Appointment to a designated apprenticeship or traineeship
2	2	• 12 months satisfactory performance at Level 1 & successful completion of coursework requirements
3	3	• 12 months satisfactory performance at Level 2 & successful completion of coursework requirements
4	4	• 12 months satisfactory performance at Level 3 & successful completion of coursework requirements
Notes:		
<ul style="list-style-type: none"> • An apprentice who turns 21 years of age during the course of their apprenticeship will be regraded to Level 4 (pay point 4) effective from the date of their 21st birthday and will remain on this grade for the duration of their apprenticeship. • There is no guarantee of ongoing employment on completion of an apprenticeship. 		

9.2.7 ASSET INSPECTOR

ASSET INSPECTOR		
Level	Pay Point	Requirements
1	10	<ul style="list-style-type: none"> • Trainee Asset Inspector
2	11	<ul style="list-style-type: none"> • 6months satisfactory performance & completion of training at Level 1 • Entry point for qualified Asset Inspector
3	13	<ul style="list-style-type: none"> • 12 months satisfactory performance at Level 2 or • 6 months at level 1 and then 6 months at Level 2
4	15	<ul style="list-style-type: none"> • 24 months satisfactory performance at Level 3
<p>Notes:</p> <ul style="list-style-type: none"> • Asset inspectors (employed with Essential Energy prior to 1 July 2011) who are qualified Powerline Workers will retain their current grade whilst they remain in their current role. 		

9.2.8 POWERLINE WORKER

POWERLINE WORKER		
Level	Pay Point	Requirements
1	11	<ul style="list-style-type: none"> • An appointed Adult Apprentice remains at this grade until completion of apprenticeship
2	14	<ul style="list-style-type: none"> • Entry point Qualified PLW
3	15	<ul style="list-style-type: none"> • 12 months satisfactory performance at Level 2
4	17	<ul style="list-style-type: none"> • 12 months satisfactory performance at Level 3
5	19	<ul style="list-style-type: none"> • 12 months satisfactory performance at Level 4
6	20	<ul style="list-style-type: none"> • 12 months satisfactory performance at Level 4 or 5 • Live Line Stick Competency plus related course of studies
7	21	<ul style="list-style-type: none"> • 12 months satisfactory performance at Level 4 or 5 • Live Line Glove & Barrier Competency plus related course of studies
8	23	<ul style="list-style-type: none"> • 2 years satisfactory performance at Level 7
9	24	<ul style="list-style-type: none"> • 3 years satisfactory performance at Level 8
<p>Notes:</p> <ul style="list-style-type: none"> • An Adult Apprentice is an employee who is 21 years of age or more at the time of commencing an apprenticeship. • Progression beyond Level 5 is by appointment to Live Line Positions as required. • Live Line Stick and/or Live Line Glove & Barrier training only provided to employees at or beyond Level 4. In circumstances where this is not possible, Level 3 is absolute minimum requirement. • Progression to Level 6 possible after acquiring only Live Line Stick competency. • Progression to Level 7 possible after acquiring both Live Line Stick and Live Line Glove and Barrier competency. • To remain at Level 6 & above requires the employee to maintain their competence through annual assessment & continued Live Line duties. Failure/refusal to do so will result in a regrade to Level 5. 		

9.2.9 CABLE JOINTER

CABLE JOINTER		
Level	Pay Point	Requirements
1	11	<ul style="list-style-type: none"> An appointed adult apprentice remains at this grade until completion of apprenticeship
2	14	<ul style="list-style-type: none"> Entry point Qualified Cable Joiner Appropriate AQF III Qualification
3	15	<ul style="list-style-type: none"> 12 months satisfactory performance at Level 2
4	17	<ul style="list-style-type: none"> 12 months satisfactory performance at Level 3
5	19	<ul style="list-style-type: none"> 12 months satisfactory performance at Level 4
Notes: <ul style="list-style-type: none"> All cable jointers are required to work at heights 		

9.2.10 ELECTRICAL TECHNICIAN

ELECTRICAL TECHNICIAN		
Level	Pay Point	Requirements
1	14	<ul style="list-style-type: none"> Appropriate AQF III Qualification Qualified Supervisors Certificate
2	15	<ul style="list-style-type: none"> 12 months satisfactory performance at Level 1
3	17	<ul style="list-style-type: none"> 12 months satisfactory performance at Level 2
4	19	<ul style="list-style-type: none"> 12 months satisfactory performance at Level 3
5	22	<ul style="list-style-type: none"> 12 months satisfactory performance at Level 4
6	23	<ul style="list-style-type: none"> 12 months satisfactory performance at Level 5
7	24	<ul style="list-style-type: none"> 12 months satisfactory performance at Level 6
8	25	<ul style="list-style-type: none"> 5 years satisfactory performance at Level 7
Notes: <ul style="list-style-type: none"> A Qualified Supervisors Certificate must be obtained and maintained in all levels. 		

9.2.11 NETWORK OPERATIONS SUPERVISORS & COORDINATORS

CREW COORDINATOR DEPOT GRADE A to D		
Level	Pay Point	Requirements
1	20	<ul style="list-style-type: none"> • By appointment only • Appropriate AQF III Qualification
2	21	<ul style="list-style-type: none"> • 12 months satisfactory performance at Level 1
3	22	<ul style="list-style-type: none"> • 12 months satisfactory performance at Level 2
4	23	<ul style="list-style-type: none"> • 12 months satisfactory performance at Level 3
5	24	<ul style="list-style-type: none"> • 12 months satisfactory performance at Level 4
Notes: <ul style="list-style-type: none"> • Annual progression is subject to meeting agreed performance outcomes • Crew Coordinators receive a crew coordinator allowance in addition to the above rates. 		

CREW SUPERVISOR DEPOT GRADE E		
Level	Pay Point	Requirements
1	24	<ul style="list-style-type: none"> • By appointment only • Appropriate AQF III Qualification
2	25	<ul style="list-style-type: none"> • 12 months satisfactory performance at Level 1
3	26	<ul style="list-style-type: none"> • 12 months satisfactory performance at Level 2
Notes: <ul style="list-style-type: none"> • Annual progression is subject to meeting agreed performance outcomes 		

RESOURCE SUPERVISOR DEPOT GRADE D		
Level	Pay Point	Requirements
1	27	<ul style="list-style-type: none"> • By appointment only • Appropriate AQF IV Qualification **
2	28	<ul style="list-style-type: none"> • 12 months satisfactory performance at Level 1
3	29	<ul style="list-style-type: none"> • 12 months satisfactory performance at Level 2
Notes: <ul style="list-style-type: none"> • Annual progression is subject to meeting agreed performance outcomes ** Progression available to Resource Supervisors is based on adherence to the Pay Scale & Progression Guidelines Page 5 of the Infrastructure Operations Field Restructure Implementation document April 2010.		

**RESOURCE SUPERVISOR
DEPOT GRADE A, B, C**

Level	Pay Point	Requirements
1	30	<ul style="list-style-type: none"> • By appointment only • Appropriate AQF V Qualification **
2	31	<ul style="list-style-type: none"> • 12 months satisfactory performance at Level 1
3	32	<ul style="list-style-type: none"> • 12 months satisfactory performance at Level 2

Notes:

- Annual progression is subject to meeting agreed performance outcomes
- ** Progression available to Resource Supervisors is based on adherence to the Pay Scale & Progression Guidelines Page 5 of the Infrastructure Operations Field Restructure Implementation document April 2010.

SENIOR RESOURCE SUPERVISOR

Level	Pay Point	Requirements
1	33	<ul style="list-style-type: none"> • By appointment only • Appropriate AQF VI Qualification**
2	34	<ul style="list-style-type: none"> • 12 months satisfactory performance at Level 1
3	35	<ul style="list-style-type: none"> • 12 months satisfactory performance at Level 2
4	36	<ul style="list-style-type: none"> • By appointment only • Additional qualifications are required as determined to meet business needs

Notes:

- Annual progression is subject to meeting agreed performance outcomes
- ** Progression available to Resource Supervisors is based on adherence to the Pay Scale & Progression Guidelines Page 5 of the Infrastructure Operations Field Restructure Implementation document April 2010.

WORKS SUPERVISOR

Level	Pay Point	Requirements
1	30	<ul style="list-style-type: none"> • By appointment only • Appropriate AQF V Qualification **
2	31	<ul style="list-style-type: none"> • 12 months satisfactory performance at Level 1
3	32	<ul style="list-style-type: none"> • 12 months satisfactory performance at Level 2

Notes:

- Annual progression is subject to meeting agreed performance outcomes
- ** Progression available to Works Supervisors is based on adherence to the Pay Scale & Progression Guidelines Page 5 of the Infrastructure Operations Field Restructure Implementation document April 2010.

9.2.12 DUAL QUALIFIED: ELECTRICAL TECHNICIAN & POWERLINE WORKER

DUAL QUALIFIED - ELECTRICAL TECHNICIAN & POWER LINEWORKER		
Level	Pay Point	Requirements
1	18	<ul style="list-style-type: none"> • By appointment only • AQF III Qualifications in ESI Powerline Worker & ESI Electro-technology Electrician (or equivalent) • Qualified Supervisors Certificate
2	20	<ul style="list-style-type: none"> • 12 months satisfactory performance at Level 1
3	22	<ul style="list-style-type: none"> • 12 months satisfactory performance at Level 2
4	24	<ul style="list-style-type: none"> • 12 months satisfactory performance at Level 3
5	25	<ul style="list-style-type: none"> • 12 months satisfactory performance at Level 4 **
6	28	<ul style="list-style-type: none"> • Incumbents only – no further appointments

Notes:

- Dual Qualified is an appointed position.
- To be appointed as Dual Qualified requires the employee to hold and maintain a current Qualified Supervisors Certificate.
- Employees who are Dual Qualified must acquire and maintain agreed competencies applicable to the relevant Powerline Worker or Electrical Technician level.
- To be appointed as Dual Qualified, a substantial part of the employee's duties must include and maintain Electrical Technician and Powerline Worker responsibilities and tasks.
- Dual Qualified appointments made with regard to duties/tasks performed whilst On Call will be reviewed if participation on the On Call roster voluntarily ceases.

** Applicable only from the commencement of this Agreement

9.2.13 ANCILLARY TRADE

ANCILLARY TRADE		
Level	Pay Point	Requirements
1	14	<ul style="list-style-type: none"> • Appropriate AQF III qualification
2	15	<ul style="list-style-type: none"> • 12 months satisfactory performance at Level 1
3	17	<ul style="list-style-type: none"> • 12 months satisfactory performance at Level 2
4	19	<ul style="list-style-type: none"> • 12 months satisfactory performance at Level 3
<p>Notes:</p> <ul style="list-style-type: none"> • Ancillary trade covers all non Electrical AQF III trades e.g. Arborists, Plumbers, Painters, Motor Mechanics, Mechanical Fitters, and Carpenters 		

9.2.14 ELECTRICAL WORKER

ELECTRICAL WORKER		
Level	Pay Point	Requirements
1	9	<ul style="list-style-type: none"> • Relevant skill set at AQF II level • Entry Level - except for industry experienced and licensed Plant Operator (Crane Borer/Lifter only)
2	10	<ul style="list-style-type: none"> • 12 months satisfactory performance at Level 1
3	11	<ul style="list-style-type: none"> • 12 months satisfactory performance at Level 2 • Entry level for industry experienced and licensed Plant operator (Crane Borer/Lifter only)
4	12	<ul style="list-style-type: none"> • 12 months satisfactory performance at Level 3 • Be employed in one of the following specific roles: Meter Reader/Plant Operator/Stores/Logistics/Vegetation Management • Competent Field Assistant
5	14	<ul style="list-style-type: none"> • 12 months satisfactory performance at Level 4. • Be employed in one of the following specific roles: • Appointed dedicated Plant Operator, Vegetation Management or Stores/Logistics
6	15	<ul style="list-style-type: none"> • Be employed as a Plant Operator (HV Live Line) • Vegetation management. • 12 months satisfactory performance at Level 5, with at least 2 years satisfactory performance as a nominated Plant Operator for a live line team/s.
<p>Notes:</p> <ul style="list-style-type: none"> • Appointed Plant Operator is defined as an employee who is specifically employed to regularly use and is certified for the operation of a Crane Borer/Lifter, or a Mobile Crane with over 10 Tonnes Lifting Capacity. 		

9.2.15 WORKPLACE TRAINER & ASSESSOR (TECHNICAL TRAINING SERVICES/OPERATIONS)

WORKPLACE TRAINER & ASSESSOR		
Level	Pay Point	Requirements
1	34	<ul style="list-style-type: none"> • Entry Level for employee without T&A Qualification
2	35	<ul style="list-style-type: none"> • Completion of T&A Qualification • 12 months at Level 1 with satisfactory performance based on an Annual Performance Review • Specified progression criteria achieved
3	36	<ul style="list-style-type: none"> • 12 months satisfactory performance at Level 2 based on an Annual Performance Review • Specified progression criteria achieved
4	37	<ul style="list-style-type: none"> • 12 months satisfactory performance at Level 3 based on an Annual Performance Review • Specified progression criteria achieved
5	38	<ul style="list-style-type: none"> • 12 months satisfactory performance at Level 4 based on an Annual Performance Review • Specified progression criteria achieved
6	39	<ul style="list-style-type: none"> • By appointment only to a designated position and job evaluation • Specified progression criteria achieved
7	40	<ul style="list-style-type: none"> • 12 months satisfactory performance at Level 5 based on an Annual Performance Review • Specified progression criteria achieved

Notes:

SPECIFIC PROGRESSION CRITERIA

Progression is available to all Workplace Trainers (Technical Training Services/Operations) from Level 1 to Level 5. However, all progression will be dependent on the successful completion of the following criteria.

Level 1 will be the commencing rate for all Workplace Trainers without a current Certificate IV in Training & Assessment and at least one (1) years full time experience in training delivery and conducting assessments. Essential Energy's salary maintenance policies may over ride this provision.

Progression from Level 1 to Level 2 will take place after the successful completion of the following criteria:

- A minimum of one year at the Grade 1 range of pay
- Completion of a current Certificate IV in Training and Assessment
- Satisfactory completion of one evaluation of their training delivery performance for agreed sessions after achieving the above Certificate IV qualification. The assessment is to be based on the performance criteria set in Essential Energy's Registered Training Organisation Manual CEM7084
- Satisfactory completion of one evaluation of their conduct of competency Assessments. The assessment is to be based on the performance criteria set out in Essential Energy's Registered Training Organisation Manual CEM7084
- Achieving an average course participant rating of 85% during either of the Training/Assessment evaluations conducted by the employee based on the Essential Energy Training and Assessment "Customer Feedback Form" CEF6226
- A satisfactory annual performance review in accordance with Essential Energy's performance review process.

Progression from Level 2 to Level 3 will take place after the successful completion of the following criteria:

- A minimum of one year at the Grade 2 rate of pay
- Satisfactory completion of one evaluation of their training delivery performance for agreed sessions after achieving the above Certificate IV qualification. The assessment is to be based on the performance criteria set in Essential Energy's Registered Training Organisation Manual CEM7084
- Satisfactory completion of one evaluation of their conduct of competency Assessments. The assessment is to be based on the performance criteria set out in Essential Energy's Registered Training Organisation Manual CEM7084
- Achieving an average course participant rating of 85% during either of the Training/Assessment evaluations conducted by the employee based on the Essential Energy Training and Assessment "Customer Feedback Form" CEF6226
- A satisfactory annual performance review in accordance with Essential energy's performance review process.

Progression from Level 3 to Level 4 will take place after the successful completion of the following criteria:

- A minimum of one year at the Level 3 rate of pay.
- A satisfactory annual performance review in accordance with Essential Energy's performance review process.
- Completion of a Certificate IV in Frontline Management (optional).
- Maintaining an annual average course participant rating of 85% for 75% of all training and assessment courses delivered by the employee based on the Essential Energy Training and Assessment "Customer Feedback Form" CEF6226.

Progression from Level 4 to Level 5 will take place after the successful completion of the following criteria:

- A minimum of one year at the Level 4 rate of pay.
- A satisfactory annual performance review in accordance with Essential Energy's performance review process.
- Completion of a Certificate IV in OH&S or two Units of competency for a Diploma Qualification from the Training and Assessment Training Package (optional).
- Maintaining an annual average course participant rating of 85% for 75% of all training and assessment courses delivered by the employee based on the Essential Energy Training and Assessment "Customer Feedback Form" CEF6226. In addition the customer feedback to include that of at least two Regional Managers, two Area Manager's and two Team Leaders responsible for employees that have been trained and/ or assessed by the Trainer.

In the event of any of the applicable criteria for progression through to Level 5 not being met a Workplace Trainer will retain their existing Level until such criteria have been met, other than where matters that are the responsibility of Essential Energy have not been undertaken.

Level 6 through to Level 7 will be by appointment to a designated position and a job evaluation. Appointees to positions at these Levels will be expected to have completed or substantially completed a Diploma of Management or Training and Assessment or equivalent and will progress through to Level 7 based on the following criteria.

Progression from Level 6 to Level 7 will take place after the successful completion of the following criteria:

- A minimum of one year at the Level 6 rate of pay.
- Completion of the current Certificate IV in Frontline Management or completion of Essential Energy Team Leader Development Program or completion of the current Diploma of Training and Assessment or equivalent recognised under the Australian Qualification Framework (optional).
- A satisfactory annual performance review in accordance with Essential Energy's performance review process.

Progression for "Learning Resource Developers"

Progression from Level 6 to Level 7 will be by appointment to a designated position. Entry level appointees for Learning Resource Developer at Level 6 will be required to enrol in the Associate Degree in Vocational Education and Training.

Progression to Level 7 requires a minimum of 12 months satisfactory performance at Level 6 and completion of 3 initial units of the prescribed course.

9.2.16 MANAGERS & SPECIALISTS

MANAGERS & SPECIALISTS (BAND 1)		
Level	Pay Point	Requirements
1	37	<ul style="list-style-type: none"> • By appointment only • Relevant degree qualification or equivalent
2	38	<ul style="list-style-type: none"> • Progression will be determined by achievement of agreed key result areas/targets as per the terms of an individual performance agreement
3	39	<ul style="list-style-type: none"> • Progression will be determined by achievement of agreed key result areas/targets as per the terms of an individual performance agreement
4	40	<ul style="list-style-type: none"> • Progression will be determined by achievement of agreed key result areas/targets as per the terms of an individual performance agreement

Notes:

- Employees classified as Managers & Specialists shall receive an additional 11% loading. This loading is payable for superannuation purposes and compensates Managers & Specialists for working a ten (10) day fortnight/forty (40) hours a week.

9.2.17 CADET, GRADUATE, PROFESSIONAL ENGINEERS & ENGINEERING MANAGERS

CADET ENGINEER		
Level	Pay Point	Requirements
1	C1	<ul style="list-style-type: none"> Undertaking appropriate Degree qualification through cadet program
2	C2	<ul style="list-style-type: none"> Undertaking appropriate Degree qualification through cadet program
3	C3	<ul style="list-style-type: none"> Undertaking appropriate Degree qualification through cadet program
4	4	<ul style="list-style-type: none"> Undertaking appropriate Degree qualification through cadet program 12 months satisfactory performance at Level 3
5	5	<ul style="list-style-type: none"> Undertaking final year of Degree qualification through cadet program
PROFESSIONAL ENGINEER – Band 1		
6	23	<ul style="list-style-type: none"> By appointment only Appropriate Degree qualification Participation in graduate engineering program
7	26	<ul style="list-style-type: none"> Entry point for person having completed 5 year cadet program 12 months satisfactory performance at Level 6 Participation in graduate engineering program
8	30	<ul style="list-style-type: none"> 12 months satisfactory performance at Level 7 Participation in graduate engineering program
9	33	<ul style="list-style-type: none"> 12 months satisfactory performance at Level 8; or At least 3 years relevant industry experience post graduate
10	36	<ul style="list-style-type: none"> 12 months satisfactory performance at Level 9
PROFESSIONAL ENGINEER – Band 2		
11	38	<ul style="list-style-type: none"> By appointment only Appropriate Degree qualification
12	40	<ul style="list-style-type: none"> Appropriate Degree qualification 24 months satisfactory performance at Level 11 & agreed performance outcomes

SECTION 10 - FAR WEST REDUNDANCY PROVISIONS

10.1 FAR WEST REDUNDANCY PROVISIONS

- a) Where Essential Energy has made a definite decision that an employee's job is redundant, Essential Energy shall hold discussion with the employee directly affected and their Union.

Discussions are to identify alternatives to retrenchment including transfers to other work, retraining and voluntary redundancy programs.

For the purposes of the discussion Essential Energy shall, as soon as practicable, provide to the employees concerned and their Union or Unions, all relevant information about the proposed redundancy including the reasons for, the number and categories of employees likely to be affected, and the number of workers normally employed and the period over which the retrenchments are likely to occur. Essential Energy shall not be required to disclose confidential information, which is not in its business interests.

- b) Where an employee is transferred to lower paid duties as an alternative to retrenchment, the employee shall be entitled to four (4) weeks' notice of transfer and the prevailing salary maintenance program as agreed between the Unions and Essential Energy will be applied.
- c) Where a business is, before or after the date of this Agreement, transmitted to Essential Energy and an employee who as a result of the transmission transfers to Essential Energy:
- (i) the continuity of the employment of the employee shall be unbroken because of a transmission; and
 - (ii) the period of employment, which the employee had with the transmitter or any prior transmitter, shall be service with Essential Energy.
- d) During the period of notice of termination given by Essential Energy an employee shall be allowed at least one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- e) Where a decision has been made to make a position redundant, Essential Energy shall notify the appropriate agency as soon as possible of the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.
- f) An employee whose employment is terminated shall be entitled to the following amount of severance pay in respect of a continuous period of service:

10.2 VOLUNTARY REDUNDANCY

10.2.1 Service between 1 year and 13 years

- a) Four (4) weeks' notice or payment in lieu. Plus an additional one weeks' notice or pay in lieu for employees aged 45 years and over with five (5) or more years of completed service.
- b) Severances pay at the rate of three (3) weeks per year of continuous service up to a maximum of thirty nine (39) weeks, with pro rata payments for incomplete years of service to be on a quarterly basis.
- c) The benefit allowable as a contributor to a retirement fund.

- d) An additional acceptance payment, if a severance offer is accepted within two (2) weeks of the written offer, as follows:

Period of Continuous Service	Severance Pay
Less than one (1) year	2 weeks' pay
One (1) year and less than two (2) years	4 weeks' pay
Two (2) years and less than three (3) years	6 weeks' pay
Three (3) years or more	8 weeks' pay

Weeks' pay means the ordinary time rate of pay for the employee concerned.

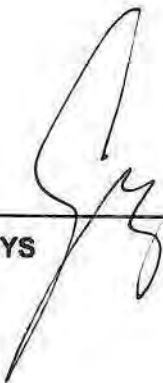
10.2.2 Service between 14 years and 17 years

- a) 52 weeks with pro-rata payments for incomplete years of service to be on a quarterly basis.

10.2.3 Service of 18 years plus

- a) Severance pay at the rate of three (3) weeks per year of continuous service, with pro-rata payments for incomplete years of service to be on a quarterly basis.
- b) In the event that payment under enforced redundancy is less than what would be received under voluntary redundancy, then Clause 10.1 (f) applies.
- c) In addition to the above payments, an employee who has a preserved balance of sick leave under Section 4 Clause 4.4.3 (Existing Accumulation) shall be paid for that preserved balance of sick leave.
- d) An employee may terminate employment during a period of notice and, if so, shall be entitled to the same benefits and payments under this clause had the employee remained with Essential Energy until the expiry of the notice.
- e) This clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, in the case of temporary employees, casual employees or apprentices.

GARY HUMPHREYS
Essential Energy



Date 21-11-2013

GREG BRAES
Construction, Forestry, Mining & Energy Union
(CFMEU) & General Division (South Western
Districts) NSW Branch

PER 

Date 21.11.2013

GRAEME KELLY
Australian Municipal, Administrative, Clerical &
Services Union NSW United Services Branch (USU)

Date _____

DONALD BLAIRS
Shop Distributors & Allied Employees' Association
South Australian Branch (SDA)

Date _____

Annexure C.

Thorne, Lana

Emp No.
Location
Pay Point

Employee HW026 Thorne, Lana
Job Class REFUGE WORKER
Employer
Period End 01/09/2014 - 14/09/2014

ABN 52594085767

Period Days 14

Pay Date 15/09/2014

	Hours		Rate	Amount	
Normal Hours (Normal)	68.50	Hrs	36.0000	2,466.00	
Sick Leave	7.50	Hrs	36.0000	270.00	11/09/2014 - 11/09/2014
	76.00			2,736.00	

Additions

075 - FIRST AID	2.00		14.2900	28.58 B
079 - DISTRICT ALLOW P/HED LAND	76.00	Hrs	0.6816	51.80 B

Deductions

121 - EXTRA TAX				-50.00 T
HESCC\$ - HESTA CO CONTRIBUTION DOLLAR AMOUNT				-50.00 A

Banking

500.00
1,568.38

Superannuation

, S.G.C.9.5%

Year to Date
1,552.05

Leave in Hours as at 31/08/2014

	Entitlement	Prorata	Taken	Total
Annual Leave				88.84

Taxable Income	2,816.38	14,402.19	Superannuation	317.56	1,852.05
Additions After Tax	0.00	0.00			
Gross	2,816.38	14,402.19			
Tax	-698.00	-3,294.00			
Deductions After Tax	-50.00	-300.00			
NET PAY	2,068.38	10,808.19			