

PUBLICATIONS

IN THE AUSTRALIAN CONCILIATION AND ARBITRATION COMMISSION

Conciliation and Arbitration Act 1904

5/3

17 APR 1986

3/158

Bitumen Spraying Services Award 1985

IN THE AUSTRALIAN CONCILIATION AND ARBITRATION COMMISSION

Conciliation and Arbitration Act 1904

In the matter of a notification of an industrial dispute between the

Transport Workers' Union of Australia

and

BP Australia Limited and another

in relation to wages and conditions

(C No. 46 of 1984)

And in the matter of the

Bitumen Spraying Services Award 1980⁽¹⁾

[ODN C No. 730 of 1974]

MR COMMISSIONER SWEENEY

SYDNEY, 17 FEBRUARY 1986

AWARD

1A - TITLE

This Award shall be known as the Bitumen Spraying Services Award 1985.

1B - SUPERSESSION

This Award shall supersede the Bitumen Spraying Services Award 1980 but no rights, obligations or liabilities incurred or accrued under that Award shall be effected by such supersession.

2 - SCOPE AND APPLICATION

This Award shall be binding upon B.P. Australia Limited in respect of all their employees, whether members of the Union or not, engaged on any of the classes of work mentioned in clause 6 in the Australian Capital Territory and in all States of the Commonwealth (except at Broken Hill, the Northern Territory and, in that section of Queensland along or north of a line commencing at the junction of the sea coast with the 21st parallel of south latitude; thence by that parallel of latitude due west to 147 degrees of east longitude; thence by that meridian of longitude due south to 22 degrees 30 minutes of south latitude thence by that parallel of latitude due west to the western border of the State and that portion of the State within the following boundaries - commencing at the junction of the sea coast with the 21st parallel of south latitude; thence by that parallel of latitude due west to 147 degrees of east longitude; thence by that meridian of longitude due south to 22 degrees of south latitude; thence by that parallel of latitude due east to the sea coast; thence by the sea coast northerly to the point of commencement) and upon the Transport Workers' Union of Australia, its officers and its members.

(1) Print E7957

3 - ARRANGEMENT

<u>Clause</u>	<u>Subject matter</u>
43	Accident pay - make up of pay
18(c)	Allowances - afternoon and night shifts
21	Annual leave
3	Arrangement
39	Award to be exhibited
45	Basis of settlement
42	Bereavement leave
15(e)	Call back
8	Casual employees
7	Contract of employment
5	Definitions
6A	District allowances
40	Driving of delivery vehicles
4	Duration
10	Employee doing work of a lower grade
38	Existing customs
34	First aid allowance
30	Gear and equipment to be provided
31	Heavy articles
20	Holidays
12	Hours of work day workers
18(b)	Shift workers
47	Introduction to change
44	Jury service
46	Licences
22	Maternity leave
19	Meal allowances
14	Meal break - day workers
9	Mixed functions
6B	No extra claims
37	No reduction in wages
15	Overtime - day workers
2	Parties bound
7(b)	Payment of wages
48	Redundancy
23	Rest break
15(d)	Rest period after overtime
35	Right of entry - union officials
16	Saturday work - day workers
2	Scope and application
41	Settlement of disputes or claims
18	Shift work
27	Sick leave
26	Standing-by
11	Starting and finishing times
17	Sunday work - day workers
1B	Supersession
15(f) & (g)	Telephone call-in
25	Telephoning for instructions
7(c)	Termination of employment
33	Time and wages record
1A	Title
13	Transfers to shift work
24	Transport of employees

3 - Arrangement - contd

<u>Clause</u>	<u>Subject matter</u>
Appendix A	Transport/location allowance
28	Travelling allowance
32	Unauthorised persons on vehicles
29	Uniforms
36	Union delegate
6	Wage rates
7(b)	Wages - payment of

4 - DURATION

This Award shall come into operation from the beginning of the first pay period to commence on or after 6 April, 1985 and shall remain in force for two years.

5 - DEFINITIONS

(a) "Bituminous products sprayman" shall mean an employee working under the direction of the driver of a bitumen-spraying vehicle; and, without limiting the scope of his duties, the said duties shall include operation of the spraying equipment at the rear end of the vehicle, operation of the lance-type hand-spray, moving the vehicle during hand-spraying operations, and assisting the driver in the driving, loading and preparation of product in the vehicle.

(b) "Union" means the Transport Workers' Union of Australia.

(c) "Western district of Queensland" means all that part of the State of Queensland south-west of the boundary commencing at the State border at parallel 22 degrees 30 minutes of south latitude thence due east by that parallel of latitude to 147 degrees of longitude thence by that meridian of longitude due south to the twenty-fifth degree of south latitude thence due east by that parallel of latitude to 150 degrees of longitude thence due south by that meridian of longitude to the border of the State.

6 - WAGE RATES

New South Wales, A.C.T., Victoria,
Queensland, South Australia,
Western Australia and Tasmania.

Rate per week for adult service
with same employer in the same
classification.

<u>Group Classification</u>	<u>Base rate</u> \$	<u>6 mths to 2 yrs</u> \$	<u>2 yrs to 3 yrs</u> \$	<u>3 yrs to 5 yrs</u> \$	<u>Over 5 yrs</u> \$
A. Drivers of bituminous products spraying vehicle					
(a) With a combined weight of vehicle and maximum load of:					
(i) Under 15 tonnes	315.40	319.50	323.60	328.20	332.40
(ii) 15 tonnes and under 31 tonnes	327.60	331.80	336.00	340.30	344.50

6 - Wage rates (a) - contd

Group Classification	Base rate	6 mths to 2 yrs	2 yrs to 3 yrs	3 yrs to 5 yrs	Over 5 yrs
	\$	\$	\$	\$	\$
(iii) 31 tonnes and under 37 tonnes	335.20	339.30	343.50	347.70	352.10

Where product trailers are drawn the combined weight of the trailer and maximum load is to be treated as part of the combined weight of which wages are determined for all purposes of the Award.

B. Drivers of tip trucks of

(i) Up to and including
10 tonnes carrying
capacity

310.00 314.30 318.40 322.80 327.00

(ii) Over 10 tonnes carrying
capacity

315.30 319.40 323.50 328.00 332.30

C. Drivers of

Aggregate loader
Flaherty spreader
Rubber tyred wheeled tractor
with rotary broom or other
power operated equipment in
use, eg. front end loader

308.10 312.00 315.90 319.80 323.50

D. Bituminous - products

Spraymen
Cockerill spreader operator
Flaherty spreader
operator

303.70 307.60 311.50 315.30 319.20

E. All others

294.40 297.50 300.60 303.20 307.60

F. Leading hand

In charge of 0-5 employees 9.70

In charge of 6-10 employees 16.50

In charge of 11 or more employees 20.80

The above rates are all inclusive and take into account all the circumstances and conditions associated with the performance of the work for the classifications listed herein.

6A - DISTRICT ALLOWANCES

(a) In addition to the rates prescribed elsewhere in this Award, an employee covered by this Award shall, when he is employed in the Western District of Queensland as defined in subclause (5)(c) of this Award, be paid a district allowance of \$1.05 per week.

(b) In addition to the rates prescribed elsewhere in this Award an employee covered by this Award shall when he is employed in any of the following areas in Western Australia be paid a district allowance which shall stand alone, as follows:

6A - District allowances (b) - contd

<u>Town</u>	<u>\$</u>
Agnew	20.50
Argyle	50.70
Ballandonia	18.60
Barrow Island	19.00
Boulder	7.90
Broome	31.90
Bullfinch	9.90
Carnarvon	16.10
Cockatoo Island	35.20
Coolgardie	7.90
Cue	20.40
Dampier	27.40
Denham	16.10
Derby	33.20
Esperance	6.70
Eucla	22.50
Exmouth	27.80
Fitzroy Crossing	39.60
Goldsworthy	20.20
Halls Creek	44.20
Kalbarri	6.30
Kalgoorlie	7.90
Kambalda	7.90
Karratha	31.80
Koolan Island	35.20
Koolyanobbing	9.90
Kununurra	50.70
Laverton	20.20
Learmonth	27.80
Leinster	20.50
Leonora	20.20
Madura	20.60
Marble Bar	47.10
Meekatharra	17.50
Mount Magnet	21.40
Mundrabilla	21.60
Newman	19.40
Norseman	16.10
Nullagine	46.80
Onslow	33.00
Pannawonica	25.90
Paraburdoo	25.50
Port Hedland	27.10
Ravensthorpe	11.10
Roebourne	36.30
Sandstone	20.50
Shark Bay	16.10
Shay Gap	20.20
Southern Cross	9.90
Telfer	44.50
Teutonic Bore	20.50
Tom Price	25.50
Whim Creek	31.70
Wickham	31.20
Wiluna	21.00
Wittenoom	41.80
Wyndham	48.50

6A - District allowances - contd

(c) A single employee shall be paid fifty percent of the allowances prescribed in subclause (a) hereof.

(d) 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 fifty percent of the allowance prescribed in subclause (a) hereof.

(e) Where an employee is provided with board and lodging by his employer, free of charge, such employee shall be paid thirty-three and one third percent of the allowance prescribed in subclause (a) hereof.

(f) Junior employees and casual employees receiving less than the 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.

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

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

(i) For the purpose of this clause a married employee includes:

- (i) A person who has a de facto spouse, and
- (ii) A person who is a sole parent with dependent children

(j) Where an employee is employed in a town or location not specified in this clause the allowance payable for the purpose of subclause (a) hereof shall be such amount as may be agreed between Australian Mines and Metals Association, the Confederation of Western Australian Industry and the Trades and Labour Council of Western Australia or, failing such agreement, as may be determined by the Commission: provided that, pending any such agreement or determination, the allowance payable for that purpose shall be an amount equivalent to the district allowance in force under the Bitumen Spraying Services Award 1980 for that town or location on 6 April, 1985.

(k) Nothing herein contained shall have the effect of reducing any district allowance currently payable to any employee subject to the provision of this Award whilst that employee remains employed by his present employer.

(l) 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 of 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 and the first such adjustment to be made for the year ending 31 March 1985.

6B - NO EXTRA CLAIMS

It is a term of this Award (arising from the decision of the Australian Conciliation and Arbitration Commission in the National Wage Case 1983, the terms of which are set out in Print F2900) subject to the terms of the undertaking recorded on transcript in matter C No. 1261 of 1983 on 25 October 1983 that the unions undertake that for a period of two years they will not pursue any extra claims, award or overaward, except where consistent with the Principles.

7 - CONTRACT OF EMPLOYMENT

The following shall be the terms and conditions of employment:

(a) Except as hereinafter provided employment shall be by the week. Any employee not specifically engaged as a casual employee shall be deemed to be employed by the week.

An employee (other than an employee who has given or been given notice in accordance with subclause 7(c), or clause 48 of this Award) not attending for duty shall, except as provided by clause 27 of this Award, lose his pay for the actual time of such non-attendance.

It is a term and condition of employment and of the obligations and rights accruing under this Award that an employee shall:

- (i) perform such work including shift work as his employer shall, from time to time, reasonably require, and
- (ii) subject to subclause 15(c) of this Award comply with the orders of the employer to work reasonable overtime at any time during the seven days of the week at the appropriate remuneration prescribed in this Award, and
- (iii) if he be a shift worker who is not relieved as scheduled at the end of his shift continue to work at the appropriate overtime rate until relieved or otherwise authorised to finish work by his employer, and
- (iv) use all appropriate protective clothing and equipment provided by his employer for specific circumstances, and
- (v) comply with his employer's direction to carry out work required for the safety of personnel and plant (including when required, the continued operation of plant), and
- (vi) comply with his employer's direction to keep the work-place and equipment in a clean and safe condition.

Payment of wages

(b) Subject to the provisions of this clause an employee to become entitled to payment of the weekly wage prescribed by this Award shall be available, ready and willing to perform such work as the employer shall from time to time require on the days and during the hours usually worked by the class of employee comprising him, but any employee so available, ready and willing to work for the whole week and not justifiably dismissed for any reason set out herein shall be entitled to a full week's wage.

- (i) Wages shall be paid weekly or by agreement fortnightly provided that the last two days' wages may be kept in hand. Provided also that payment for overtime worked within the last five consecutive days of a pay period need not be made until the pay day of the following pay period. Provided further that payment for overtime worked at country depots and construction sites within the week before the pay day need not be made until the succeeding pay day.

7 - Contract of employment (b) - contd

- (ii) Upon termination of the employment wages due to an employee shall be paid to him on the day of such termination, or forwarded to him by post on the next working day.
- (iii) An employee kept waiting for his wages on pay day for more than a quarter of an hour after usual time for ceasing work, shall be paid at overtime rates, with a minimum of half an hour.
- (iv) On or prior to pay day, the employer shall state to each employee in writing the amount of wages to which he is entitled, the amount of deductions made therefrom, and the net amount being paid to him.
- (v) An employer and an employee may agree that wages due to the employee be paid by cheque or into a bank account nominated by the employee.
- (vi) It shall be a full discharge of the obligations and rights accruing from week to week under clause 18 of this Award if in pursuance of an agreement made between an employer and the union, a different method of wage payment is adopted averaging over a full shift cycle the payments normally accruing from shift work to a shift worker. This provision, shall apply if a shift worker fails for any reason to work a full shift cycle.

Termination of employment

Notice of termination by employer

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

<u>Period of continuous service</u>	<u>Period of notice</u>
1 year or less	1 week
1 year and up to the completion of 3 years	2 weeks
3 years and up to the completion of 5 years	3 weeks
5 years and over	4 weeks

- (ii) In addition to the notice in subparagraph 7(c)(i) hereof, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, shall be entitled to an additional week's notice.
- (iii) Payment in lieu of the notice prescribed in subparagraphs 7(c)(i) and/or 7(c)(ii) hereof shall be made if the appropriate notice is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

7 - Contract of employment (c) - contd

- (iv) In calculating any payment in lieu of notice the wages an employee would have received in respect of the ordinary time he or she would have worked during the period of notice had his or her employment not been terminated shall be used.
- (v) The period of notice in this clause shall not apply in the case of dismissal for conduct that justifies instant dismissal, including wilful misconduct, malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices, or employees engaged for a specific period of time or for a specific task or tasks.

Notice of termination by employee

(d) The notice of termination required to be given by an employee shall be the same as that required of an employer, save and except that there shall be no additional notice based on the age of the employee concerned.

If an employee fails to give notice the employer shall have the right to withhold moneys due to the employee with a maximum amount equal to the ordinary time rate of pay for the period of notice.

Time off during notice period

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

Statement of employment

(f) 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 his or her employment and the classification of or the type of work performed by the employee.

Summary dismissal

(g) Notwithstanding the provisions of subparagraph 7(c)(i) hereof the employer shall have the right to dismiss any employee without notice for conduct that justifies instant dismissal, including wilful misconduct, malingering, inefficiency or neglect of duty and in such cases the wages shall be paid up to the time of dismissal only.

Unfair dismissals

(h) Termination of employment by an employer shall not be harsh, unjust or unreasonable.

For the purposes of this clause, termination of employment shall include terminations with or without notice.

7 - Contract of employment (h) - contd

Without limiting the above, except where a distinction, exclusion or preference is based on the inherent requirements of a particular position, termination on the grounds of race, colour, sex, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction and social origin shall constitute a harsh, unjust or unreasonable termination of employment.

Disputes settlement procedures - unfair dismissals

(i) Subject to the provisions of section 5, 119, 122 and 123 of the Conciliation and Arbitration Act 1904, any dispute or claim arising under paragraph 7(c)(v) should be dealt with in accordance with clause 41.

8 - CASUAL EMPLOYEES

(a) A casual employee shall be paid per hour at the rate of one-fortieth of the appropriate weekly rate plus twenty per cent additional, with a minimum payment as for eight hours.

(b) The time to be worked by a casual employee without payment of overtime rate shall not exceed eight hours on any one day from Monday to Friday inclusive.

(c) A casual employee shall be notified at the end of the day if his services are not required next working day; failing such notice, a full day's wages shall be paid for the next working day.

9 - MIXED FUNCTIONS

(a) Any employee engaged under this Award and who in any day or shift does work involving different rates of pay shall be paid the highest of such rates for the whole of his ordinary working hours on that day or shift.

(b) Where on a holiday prescribed by clause 20 of this Award or in any overtime period an employee is required to perform work involving different rates of pay, he shall be paid the highest of such rates for the whole of the work performed on that holiday or in that overtime period.

(c) The provisions of this clause shall not apply to the moving of vehicles in or around an employer's premises.

10 - EMPLOYEE DOING WORK OF A LOWER GRADE

(a) Should an employee be temporarily transferred for a period not exceeding one week to perform a class of work as set out in clause 6 of this Award carrying a lesser minimum rate of wage than that at which he is usually employed, he shall not during such temporary transfer suffer any reduction of his usual wage.

11 - STARTING AND FINISHING TIMES

(a) Where proper facilities are provided for an employee to sign on when beginning work and to sign off when leaving work, the work of such employee shall be deemed to commence when he signs on at the yard or depot and to finish when he signs off, unless some other mutually satisfactory arrangement is made between the employer and the branch secretary concerned.

(b) Where proper facilities for signing on and off are not provided, work shall be deemed to commence when the employee enters the yard or depot and to finish when he leaves the yard or depot.

11 - Starting and finishing times - contd

(c) The employer shall fix starting and finishing times for his employees and such times may be varied by agreement between the employer and his employees or by the employer giving one week's notice of the variation.

12 - HOURS OF WORK - DAY WORKERS

(a) The ordinary hours of work shall be 40 hours per week in five days of eight hours per day Monday to Friday inclusive, between the hours of 6.00 a.m. and 6.00 p.m. Provided that the spread of hours or daily hours prescribed may be altered as to all or a section of the employees by mutual agreement between an employer and the employees. Provided further that the union retains the right to conduct a post facto review on the operation of this arrangement to ensure that adequate standards are maintained.

(b) Where special circumstances exist and a majority of employees desire to work longer hours on any day they may, subject to the consent of the employer, be permitted to do so without payment of any penalty rate provided the longer hours so worked do not exceed two in any one day and the total weekly ordinary hours do not exceed forty.

13 - TRANSFERS TO SHIFT WORK

(a) Provided he is given at least ten hours off duty immediately before commencing or after ceasing shift work, a day worker may be transferred to shift work on 48 hours notice. In default of such notice he shall be paid overtime rates for all work done outside his previous ordinary working hours within 48 hours of the time he is notified of the change.

(b) Where it is necessary to transfer a day worker to replace a shift worker who fails to report for duty or who for any reason is unable to continue his duties, this clause shall not apply, but the position shall be deemed to be covered by subclause 18(g) of this Award.

14 - MEAL BREAK - DAY WORKERS

(a) One hour on Monday to Friday inclusive shall be allowed for a meal between 11.00 a.m. and 2.00 p.m., provided that by agreement between an employer and the employees the meal break may be shortened. Provided further that by agreement between an employer and the employees the meal break may be taken earlier than 11.00 a.m. where the circumstances of the job so require. An employee shall not be required to work for more than five hours without a break for a meal.

(b) If on instructions from his employer an employee is unable to have a full meal break between 11.00 a.m. and 2.00 p.m., he shall be paid double time from 1.00 p.m. until the full meal break is allowed.

15 - OVERTIME - DAY WORKERS

(a) All time of duty in excess of and/or outside of the hours prescribed in clause 12 of the Award shall be paid at the rate of time and a half for the first two and a half hours on any one day and double time thereafter, such double time to continue until the completion of the overtime work.

15 - Overtime - day workers - contd

(b) Each day's overtime shall stand alone and be paid for in addition to the ordinary weekly or casual wage, as the case may be.

(c) As far as practicable, overtime shall be eliminated, but where necessary an employer may require any employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with these requirements.

Rest period after overtime

(d) Subject to the next succeeding paragraph, when overtime is worked, it shall be so arranged that employees have a minimum period off duty between the work of successive days. The minimum period referred to will be ten hours except that a lesser period of eight hours will be the minimum period between successive periods of work providing there is a minimum break of at least ten hours between the work performed on both the preceding and succeeding days. Provided further that if excessive time is involved in travelling to and from his home by an employee during his rest period, special considerations as to the length of the rest period will be given on an individual basis.

An employee, other than a casual employee, who works so much overtime between the termination of his ordinary work on one day and the commencement of his ordinary work on the next day that he had not had the above prescribed minimum period off duty between those times shall, subject to this subclause, be released after completion of such overtime until he has had the above prescribed minimum period off duty without loss of pay for ordinary working time occurring during such absence. Provided that should an employee's rest period as aforesaid end within two hours of his normal ceasing time, he shall not be required to report for work on that day.

If, on the instructions of his employer, such an employee resumes or continues work without having had such rest period off duty as prescribed above, he shall be paid at double rates until he is released from duty for such period and he shall then be entitled to be absent until he has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

Call back: Monday to Friday inclusive

- (e) (i) An employee recalled to work overtime after leaving his employer's business premises (whether notified before or after leaving the premises) shall be paid a minimum of four hours' work at the appropriate rate for each time he is so recalled; provided that except in the case of unforeseen circumstances arising, the employee shall not be required to work the full four hours if the job he was recalled to perform is completed within a shorter period. This subclause shall not apply in cases where it is customary for an employee to return to his employer's premises to perform a specific job outside his ordinary working hours, or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

An employee who is contacted at his home and responds to a call-in to work involving him in an additional trip to and from the work place shall be paid one hour at his ordinary time rate of pay for travelling time irrespective of the distance travelled.

15 - Overtime - day workers (e) - contd

- (ii) Unless he already has had ten consecutive hours off duty since his last term of ordinary duty, an employee who responds to a recall after being contacted at his home, and his response involves him in an additional journey to and from the workplace and in the case of exceptional circumstances arising during the call-back the employee if required works further even though he had performed the job for which he was recalled shall be allowed a break of ten consecutive hours off duty before commencing his next hour of ordinary work irrespective of the duration of the call back.

Telephone call-in

(f) An employee, who on any day of the week responds to a telephone call (not being a telephone call in respect of which a payment is made under the provisions of clause 25 of this Award) made to him at his home requiring him to report for work earlier than his next scheduled starting time shall if his telephone rental is not paid by his employer, receive a payment of \$5.35. Provided that this clause shall not apply where there is prior agreement between the employer and the employee that such change is imminent and be communicated by phone. Provided further that such exemption can not be arranged for blanket application.

(g) If notice cancelling the instruction is sent or telephoned to the employees' registered address before he would normally have left to commence work, he shall be paid a minimum of:

- (i) two hours at this ordinary-time rate in the case of a weekday overtime cancellation;
- (ii) Four hours at his ordinary-time rate in the case of a week-end work or holiday work cancellation.

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

Provided further that a penalty shall not apply under the provisions of this subclause if the employee had been advised before leaving work on the previous working day of the likelihood and had confirmed his availability to accommodate such change. Provided further that this exemption is not available for blanket application and advice to employees will include reference to the circumstances necessitating such advice.

16 - SATURDAY WORK - DAY WORKERS

For all work done on a Saturday, the rates of pay shall be time and a half for the first three hours and double time thereafter.

An employee required to report for work on a Saturday shall be paid for at least four hours at the appropriate rate for each attendance.

17 - SUNDAY WORK - DAY WORKERS

For all work done on a Sunday the rates of pay shall be double time, such double time to continue until the employee is relieved from duty. An employee required to report for work on a Sunday shall be paid for at least four hours at double time for each attendance.

17 - Sunday work - day workers - contd

An employee, other than a casual employee, who works on a Sunday and (except for meal breaks) immediately thereafter continues such work shall on being relieved from duty be entitled to be absent until he has had the same period of rest as provided for his classification under subclause 15(e) of this Award without reduction of pay for ordinary time of duty occurring during such absence.

18 - SHIFT WORK

Definitions

- (a) (i) "Shift work" shall mean work extending for at least two days and performed either in daily recurrent period wholly or partly between the hours of 6.00 p.m. and 6.00 a.m. in regular rotating periods.
- (ii) "Afternoon shift" means any shift finishing after 6.00 p.m. and at or before midnight.
- (iii) "Night shift" means any shift finishing subsequent to midnight, and at or before 8.00 a.m.
- (iv) "Permanently working" - An employee shall be deemed to be and to have been 'permanently working' in an afternoon shift or night shift or combination of afternoon and night shifts if:
 - (1) he works on an afternoon or night shift or combination of such shifts without rotating or alternating with another shift or with day work, so as to give him at least one-third of his working time off that afternoon or night shift or combination of such shifts in each shift cycle; or
 - (2) he remains on an afternoon shift or night shift only, or a combination of afternoon and night shifts, for a longer period than four consecutive weeks; or
 - (3) he is specifically engaged to work on an afternoon or night shift only, or a combination of afternoon and night shifts only.

Hours

(b) The ordinary hours for shift workers shall not exceed 40 per week provided that where it is necessary a maximum of up to 48 hours may be worked in any one week, provided further that over any two consecutive weeks the average hours of work shall not exceed 40. No shift shall exceed 8 hours in length, and no employee shall be required to work the major part of two shifts on any one day, except at the regular change-over of shifts; provided that by agreement between an employer and the union different limitations of ordinary hours may be made to meet domestic shift rosters.

Shift allowances

(c) For the ordinary hours of shift, shift workers shall be paid the following percentages of the rate prescribed for their respective classifications:

18 - Shift work (c) - contd

Shift	Percentage
(i) Afternoon or night shift (other than shifts referred to hereunder)	15
(ii) Permanently working afternoon shift	20
(iii) Permanently working night shift	30
(iv) Permanently working alternative night and afternoon shifts	
(1) when on afternoon shift	20
(2) when on night shift	30
(v) Any other shift	10

Rate when shift extends beyond midnight

(d) Notwithstanding anything herein contained, each shift shall be paid for at the rate applicable to the day on which the major portion of the shift is worked.

Crib time

(e) All shifts of more than four hours shall include a paid crib time of 30 minutes, to be taken at a time convenient to the work in hand. Provided that no employee shall be called upon to work a greater crib time.

Rostered shift extending beyond midnight

(f) In addition to the allowance prescribed in subclause 18(c) hereof an employee who works a rostered shift, the ordinary hours of which extend beyond midnight and finish when reasonable means of public transport are not readily available, shall be paid an allowance of 50 cents for each such shift. This allowance shall be payable only in circumstances where public transport normally available during the day and evening hours is not available after midnight. The provisions of this subclause shall have no application in centres where public transport does not exist.

Transfers to existing shift roster

(g) Forty-eight hours' notice of any change of shift shall be given to an employee, in default of which overtime rates shall be paid for work done outside the ordinary shift hours within 48 hours of the time he is notified of the change.

Shift work

(h) The ordinary hours of shift workers employed under this Award shall be worked in five days Monday to Friday inclusive, provided that a shift commenced before and the major portion of which is worked before midnight Friday and extending into Saturday shall be deemed to be worked within this period, from Monday to Friday.

18 - Shift work - contdOvertime

(i) For all time worked in excess of or outside the ordinary working hours prescribed by this Award, shift workers shall be paid:

- (i) at the rate of double time on Sundays,
 - (ii) at the rate prescribed in subclause 20(c) of this Award on the holidays prescribed by that clause,
 - (iii) at the rate of time and a half for the first two and a half hours and double time thereafter on all other days,
- except in each case when the time is worked

- (1) by arrangement between the employees themselves; or
- (2) for the purpose of effecting the customary rotation of shifts.

Where a relief man is unable to attend for duty, he shall, wherever practicable, give at least eight hours' notice of his inability to attend.

All overtime shall be paid on the weekly rate of wage that the employee is being paid. Provided that the weekly rate shall not be deemed to include any shift allowance prescribed in this Award.

Cancellation of overtime - shift workers

- (j) (i) If notice cancelling a previous instruction to work overtime is given to an employee before he leaves the workplace, a penalty payment shall not be payable.
- (ii) If notice cancelling the instruction is sent or telephoned to the employee's registered address before he would normally have left to commence work, he shall be paid a minimum of:
 - (1) two hours at his ordinary time rate in the case of overtime scheduled for a day on which he is rostered to work an ordinary shift, and
 - (2) four hours at his ordinary time rate in the case of overtime scheduled on a day on which he is not rostered to work an ordinary shift.

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

Provided further that a penalty shall not apply under the provisions of this subclause if the employee had been advised before leaving work on the previous working day of the likelihood and had confirmed his availability to accommodate such change.

Provided further that this exemption is not available for blanket application and advice to employees will include reference to the circumstances necessitating such advice.

18 - Shift work - contd

(k) A shift worker who is contacted on any day of the week at his home and responds to a call-in to work involving him in an additional trip to and from the workplace shall be paid one hour at his ordinary-time rate of pay for travelling time, irrespective of the distance travelled.

Christmas Day - shift workers

(l) When 25 December falls on a Saturday or Sunday and a substituted day is proclaimed to be observed as the holiday, the following will apply:

Work on 25 December will attract the public holiday penalty and, where the employee also works on the substituted day, no penalty will apply. This only applies to work actually performed on 25 December and the substituted day will only be observed for purposes of payment on rostered days off.

Rest period before or after overtime

(m) When overtime is necessary, it shall be so arranged; wherever practicable, that a shift employee has a ten hour rest period between shifts worked on successive days.

19 - MEAL ALLOWANCE

(a) Any employee required to work overtime for more than 1-1/2 hours immediately after his usual finishing time, otherwise than because of his own default or delay, shall be paid a meal allowance of \$4.40.

(b) Notwithstanding subclause 19(a) hereof, after each four hours of overtime worked continuously an employee shall be entitled to a subsequent meal allowance of \$4.40 in respect of the first such four hours and \$4.40 in respect of the second such four hours overtime worked provided that the \$4.40 in respect of the second such four hours overtime worked provided that he continues working after the qualifying period.

(c) A meal allowance of \$4.40 shall be paid to an employee who is called in on any day earlier than 1-1/2 hours before the time when (notwithstanding that in the case of a day worker such time is outside the spread of ordinary hours specified in clause 12 of this Award or in the case of a shift worker such time is earlier than the commencement of his ordinary shift hours) he would have commenced work on that day had he not been so called in, and who thereby misses a meal which otherwise he would have partaken at his home. Provided that this payment shall not apply in respect of changes to regular starting times for which at least seven days' notice has been given.

(d) Any employee who is called upon to work on a holiday shall be paid:

Where the work continues for more than 9-1/2 hours a meal allowance of \$4.40 and after each additional four hours of continuous work in excess of eight hours on any such day a subsequent meal allowance of \$4.40 provided he continues working after each such qualifying period.

19 Meal allowance - contd

(e) Allowances under this clause shall not apply:

- (i) when the employer provides a suitable meal as an alternative to payment of the relevant allowance; and
- (ii) when an employee receives expenses covering such meals under clause 28 of this Award.

(f) A day worker, or a shift worker on other than seven day shifts, required to work on a Saturday or Sunday (not being a day on which he is ordinarily required to work) shall, after the first four hours of overtime work (provided he is required to work beyond the said four-hourly period) be paid \$4.40.

This payment need not be made to an employee living in the same locality as his work place who can reasonably return home for a meal.

(g) Notwithstanding the provisions of subclauses (c) and (d) hereof an employee required by his employer to commence work on or before 5.30 a.m. on a Saturday, Sunday or a public holiday as prescribed in clause 18 hereof, shall be paid a meal allowance of \$4.40.

20 - HOLIDAYS

(a) Subject to the provisions of subclauses (b) and (g) hereof, employees on weekly hiring shall be entitled to the following holidays without deduction of pay:

New South Wales

New Year's Day, Australia Day, Good Friday, Easter Monday, Easter Tuesday (except in Newcastle where Show Day shall be observed), Labour Day (or the day observed as Labour Day), Anzac Day, the Birthday of the Sovereign, August Bank Holiday, Christmas Day and Boxing Day.

Victoria

New Year's Day, Australia Day, Good Friday, Easter Monday, Labour Day (or the day observed as Labour Day), Anzac Day, the Birthday of the Sovereign, Melbourne Show Day (except for employees at Geelong, where a day to be agreed between the employer and his employees shall be observed), Melbourne Cup Day (for employees within a radius of 40 kilometres of the G.P.O. Melbourne or, for employees elsewhere in Victoria a day to be agreed between the employer and the employees), Christmas Day and Boxing Day.

South Australia

New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Adelaide Cup Day, the Birthday of the Sovereign, Eight-Hour Day, Christmas Day, Proclamation Day and a year-end holiday as observed.

Western Australia

New Year's Day, Australia Day, Good Friday, Easter Monday, Labour Day (or the day observed as Labour Day), Anzac Day, the Birthday of the Sovereign, Foundation Day, Perth Show Day, Christmas Day and Boxing Day.

20 - Holidays (a) - contdQueensland

New Year's Day, Australia Day, Good Friday, Easter Monday, Easter Tuesday, Labour Day (or the day observed as Labour Day), Anzac Day, the Birthday of the Sovereign, Christmas Day, Boxing Day.

In addition, in a district (specified from time to time by the Governor-in-council by Order-in-council of the State of Queensland published in the Queensland Government Gazette) on the day appointed under the Holidays Act 1912 (as amended) of that State to be kept as a holiday, a holiday shall be observed on the day of the annual agricultural, horticultural and/or industrial show held in the principal city or town, as specified in such Order-in-council, of such district.

Tasmania

New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Labour Day (or the day observed as Labour Day), Anzac Day the Birthday of the Sovereign, Christmas Day, Boxing Day, and:

- (i) in Southern Tasmania - Regatta Day,
- (ii) in Northern Tasmania - Bank Holiday.

(b) Where other days are generally observed in any locality as a substitute for any of the above days, they should be so observed together with any other holiday specifically proclaimed for a State or National occasion by a State Parliament or the Commonwealth, even though the holiday may be observed on different days in different localities in any State or States to which this Award applies. An employee shall not be entitled to the benefit of more than one holiday as a consequence of such proclamation.

(c) An employee called upon to work on any of the holidays above shall be notified the day before and, except as provided in subclauses (d) and (e) hereof, shall in addition to his weekly wage, be paid double time for all time worked with a minimum payment as for four hours.

(d) If an employee is required to work on a holiday during hours which, if that day was not a holiday, would be outside the range of ordinary working time mentioned in clauses 12 and 18 of this Award, his hourly rate for such work shall be triple time.

(e) The rates hereinbefore prescribed in this subclause shall, in the case of all shift work, be deemed to include all shift allowances applicable to work on that day.

(f) An employee notified to attend for work on a holiday which is not so worked shall be paid at holiday rates for four hours. Provided that this subclause shall not apply where an employee who has already been notified to attend for work is given a minimum of 24 hours' notice that he is not required.

(g) Where an employee who is absent from his employment on the working day before or the working day after a holiday without reasonable excuse or without the consent of the employer, he shall not be entitled to payment for such holiday.

21 - ANNUAL LEAVE

- (a) (i) Except as hereinafter provided all weekly employees, after each twelve months' continuous service with an employer, shall be granted four weeks' annual leave on full pay.
- (ii) An employee whose services are terminated for any cause whatsoever, or who leaves his employment in any qualifying period for annual leave, shall be entitled to the cash equivalent of such leave in respect of the period worked in the proportion which that period bears to a year.
- (b) (i) An employee before going on annual leave shall be paid according to the highest classification or rate at which he was employed prior to the commencement of leave, provided he has been employed at that rate for at least a period of four weeks (or twenty days) in the preceding six months of his annual leave becoming due. Otherwise he shall be paid at the rate according to the classification he was otherwise ordinarily employed.
- (ii) Notwithstanding anything elsewhere contained in this Award, the payment to be made to an employee proceeding on a period of leave in accordance with this clause shall not be less than the equivalent of the sum of the ordinary-time rate of pay for his classification as prescribed in clause 6 of this Award for the period plus 20 per cent of that amount. For a leave entitlement accruing on or after the beginning of the first pay period which commences on or after 8 December 1980 a loading 22-1/2 per cent shall be applied in lieu of the loading prescribed above. Provided that an employee whose services are terminated (either by himself or by his employer) after having accrued a full year's entitlement of annual leave shall receive the above payment in respect of that entitlement; provided further that pro rata leave payments for service of less than a full year will be paid only at ordinary-time rates.
- (c) (i) Annual leave shall be granted as soon as practicable after accrual but not later than six months of its becoming due.
- (ii) At least four weeks' notice shall be given of the commencement of annual leave, provided that an employee and his employer may agree that less than six months notice may be given in individual cases.
- (d) The annual leave shall be given and taken in a continuous period, or, if the employee and the employer so agree, in two separate periods and not otherwise.
- (e) (i) An employer may grant to an employee his annual leave or, subject to subclause (a) hereof a part thereof before the right to the leave has fully accrued due, but where the leave or part thereof is so taken a further period of annual leave shall not commence to accrue until after the expiration of the twelve months in respect of which the leave or part leave was granted in advance.

21 - Annual leave (e) - contd

(ii) Where the annual leave or part thereof has been granted to an employee pursuant to this subclause before the right to the leave has accrued due and:

- (1) the employee subsequently leaves or is discharged before completing the twelve months' continuous service in respect of which the leave or part leave was granted, and
- (2) the sum paid by the employer to the employee for the leave or part leave taken in advance exceeds the sum which the employer is required to pay to the employee under paragraph 21(a)(iii) hereof

the employer shall not be liable to make any payment to the employee and shall be entitled to deduct the amount of such excess, but excluding any sums paid for any of the holidays prescribed by clause 20 of this Award, from any remuneration payable to the employee upon termination of the employment.

(f) Except as provided in paragraphs 21(a)(iii) and 21(b)(ii) hereof, payment shall not in any circumstances be made in lieu of annual leave.

(g) It shall be an offence for any employee who is on leave to accept other employment during the period of leave, and it shall also be an offence for any employer to knowingly engage a worker who is on annual leave.

(h) Subject to this subclause the annual leave prescribed by this clause shall be exclusive of any of the holidays prescribed by clause 20 of this Award; and if any such holiday falls within an employee's period of annual leave and is observed on a day which in the case of that employee would have been an ordinary working day, either there shall be added to the period of annual leave time equivalent to the ordinary time which the employee would have worked if such day had not been a holiday, or else by mutual agreement he may work such equivalent time, in which case he shall be paid therefor at the appropriate rate prescribed by subclause 20(c) of this Award.

Where a holiday falls as aforesaid and the employee fails, without reasonable cause (proof whereof shall be upon him) to attend for work at his ordinary starting time on the working day immediately following the last day of the period of his annual leave, he shall not be entitled to be paid for any such holiday.

22 - MATERNITY LEAVEEligibility for maternity leave

(a) An employee who becomes pregnant shall, upon production to her employer of a certificate from a duly qualified medical practitioner stating the presumed date of her confinement, be entitled to maternity leave provided that she has had not less than twelve months' continuous service with that employer immediately preceding the date upon which she proceeds upon such leave.

For the purpose of this clause:

- (i) An employee shall include a part-time employee but shall not include an employee engaged upon casual or seasonal work.

22 - Maternity leave (a) - contd

- (ii) Maternity leave shall mean unpaid maternity leave.

Period of leave and commencement of leave

- (b) (i) Subject to subclauses (c) and (f) hereof, the period of maternity leave shall be for an unbroken period of from six to 52 weeks and shall include a period of six weeks' compulsory leave to be taken immediately following confinement.
- (ii) An employee shall, not less than ten weeks prior to the presumed date of confinement, give notice in writing to her employer stating the presumed date of confinement.
- (iii) An employee shall give not less than four weeks' notice in writing to her employer of the date upon which she proposes to commence maternity leave, stating the period of leave to be taken.
- (iv) An employer by not less than fourteen days' notice in writing to the employee may require her to commence maternity leave at any time within six weeks immediately prior to her presumed date of confinement.
- (v) An employee shall not be in breach of this clause as a consequence of failure to give the stipulated period of notice in accordance with paragraph 22 (b)(iii) hereof if such failure is occasioned by the confinement occurring earlier than the presumed date.

Transfer to a safe job

(c) Where in the opinion of a duly qualified medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee shall, if her employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

If the transfer to a safe job is not practicable, the employee may, or her employer may require the employee to, take leave for such period as is certified necessary by a duly qualified medical practitioner. Such leave shall be treated as maternity leave for the purpose of subclauses (g), (h), (i) and (j) hereof.

Variation of period of maternity leave

- (d) (i) Provided the addition does not extend the maternity leave beyond 52 weeks the period may be lengthened once only, save with the agreement of the employer, by the employee giving not less than fourteen days notice in writing stating the period by which the leave is to be lengthened.
- (ii) The period of leave may, with the consent of the employer, be shortened by the employee giving not less than fourteen days' notice in writing stating the period by which the leave is to be shortened.

22 - Maternity leave - contdCancellation of maternity leave

- (e) (i) Maternity leave, applied for but not commenced, shall be cancelled when the pregnancy of an employee terminates other than by the birth of a living child.
- (ii) Where the pregnancy of an employee then on maternity leave terminates other than by the birth of a living child, it shall be the right of the employee to resume work at a time nominated by the employer which shall not exceed four weeks from the date of notice in writing by the employee to the employer that she desires to resume work.

Special maternity leave and sick leave

- (f) (i) Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child then:
 - (1) she shall be entitled to such period of unpaid leave (to be known as special maternity leave) as a duly qualified medical practitioner certifies as necessary before her return to work, or
 - (2) for illness other than the normal consequence of confinement she shall be entitled, either in lieu of or in addition to special maternity leave, to such paid sick leave as to which she is then entitled and which a duly qualified medical practitioner certifies as necessary before her return to work.
- (ii) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take such paid leave as to which she is then entitled and such further unpaid leave (to be known as special maternity leave) as a duly qualified medical practitioner certifies as necessary before her return to work, provided that the aggregate of paid sick leave, special maternity leave and maternity leave shall not exceed 52 weeks.
- (iii) For the purposes of subclauses (g), (h) and (i) hereof, maternity leave shall include special maternity leave.
- (iv) An employee returning to work after the completion of a period of leave taken pursuant to this subclause shall be entitled to the position which she held immediately before proceeding on such leave or, in the case of an employee who has transferred to a safe job pursuant to subclause (c) hereof, to the position she held immediately before such transfer.

Where such position no longer exists but there are other positions available, for which the employee is qualified and the duties of which she is capable of performing, she shall be entitled to a position as nearly comparable in status and wage to that of her former position.

22 - Maternity leave - contdMaternity leave and other leave entitlements

(g) Provided the aggregate of leave including leave taken pursuant to subclauses (c) and (f) hereof does not exceed 52 weeks:

- (i) An employee may, in lieu of or in conjunction with maternity leave, take any annual leave or long service leave or any part thereof to which she is then entitled.
- (ii) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave), shall not be available to an employee during her absence on maternity leave.

Effect of maternity leave on employment

(h) Notwithstanding any award or other provisions to the contrary, absence on maternity leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the periods of service for any purpose of any relevant award or agreement.

Termination of employment

- (i) (i) An employee on maternity leave may terminate her employment at any time during the period of leave by notice given in accordance with this Award.
- (ii) An employer shall not terminate the employment of an employee on the ground of her pregnancy or of her absence on maternity leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

Return to work after maternity leave

- (j) (i) An employee shall confirm her intention of returning to her work by notice in writing to the employer given not less than four weeks prior to the expiration of her period of maternity leave.
- (ii) An employee, upon the expiration of the notice required by paragraph j(i) hereof, shall be entitled to the position which she held immediately before proceeding on maternity leave or, in the case of an employee who was transferred to a safe job pursuant to subclause 22(c) hereof, to the position which she held immediately before such transfer. Where such position no longer exists but there are other positions available for which the employee is qualified and the duties of which she is capable of performing, she shall be entitled to a position as nearly comparable in status and salary or wage to that of her former position.

Replacement employees

- (k) (i) A replacement employee is an employee specifically engaged as a result of an employee proceeding on maternity leave.

22 - Maternity leave (k)- contd

- (ii) Before an employer engages a replacement employee under this subclause, the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.
- (iii) Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising her rights under this clause, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.
- (iv) Nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.
- (v) A replacement employee shall not be entitled to any of the rights conferred by this clause except where her employment continues beyond the twelve months qualifying period.

23 - REST BREAK

Subject to their observance of the employer's safety regulations, all employees shall be allowed a rest break of ten minutes during each period of at least four hours ordinary working time, and during each continuous period of at least four hours performed on Saturdays, Sundays and holidays.

24 - TRANSPORT OF EMPLOYEES

(a) When an employee, after having worked overtime or a shift for which he has not been regularly rostered, finishes work at a time when his normal means of transport or reasonable means of public transport are not readily available, the employer shall provide him with a conveyance to such public transport as is available, or to his home, or pay him at the ordinary-time rate of his current wage for the time reasonably occupied in reaching his home.

(b) When an employee, not having been notified before leaving his employer's business premises, is called in before his usual commencing time to work overtime, or a shift, for which he has not been regularly rostered and at a time when his normal means of transport or reasonable means of public transport are not available, the employer shall provide him with a conveyance to his place of work or pay him at his ordinary-time rate for the time reasonably occupied in reaching his place of work.

25 - TELEPHONING FOR INSTRUCTIONS

(a) Subject to a minimum of three hours' pay where an employee complies with a direction to telephone for instruction in connection with overtime work, he shall be paid at his ordinary-time rate from that telephone call until either he:

- (i) is given further direction to telephone later for instruction; or
- (ii) is told a definite time at which he is to commence work; or
- (iii) is released.

25 - Telephoning for instructions (a) - contd

Where it becomes necessary for him to make a number of telephone calls at intervals determined by an authorised supervisor, he is to receive a minimum of three hours payment at his ordinary time rate for each such telephone call provided that no payment will be made for any telephone call made within three hours of the last preceding telephone call. Provided further that when an employee commences work all payments due under this clause shall cease.

(b) In other circumstances, where an employee is required to make telephone calls after hours, he shall be paid for the time involved, including any time delay awaiting telephone connections, at his ordinary-time rate.

26 - STANDING BY

Subject to any custom now prevailing under which an employee is required regularly to hold himself in readiness for a call-back, an employee required to hold himself in readiness to work after ordinary hours shall until released be paid standing-by time at his ordinary-time rate from the time from which he is so to hold himself in readiness.

27 - SICK LEAVE

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

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

27 - Sick leave - contd

(b) An employee is not entitled to sick leave for more than two absences each of a single day in any one year of service without the production (if requested by his employer) of a certificate, from a qualified medical practitioner. Nothing in this subclause shall limit the employer's rights under paragraph 27(a)(iii) hereof.

28 - TRAVELLING ALLOWANCE

(a) Where an employer transfers an employee from his usual place of employment to another place of employment he shall pay all fares and expenses reasonably incurred in going to and from such place.

(b) Where an employee is required by his employer to travel as a passenger by any conveyance, he shall whilst so travelling be paid at ordinary rates up to a maximum of twelve hours out of every 24 of such travelling except on Sundays or holidays when payment shall be at the rate of time and a half, provided that when a sleeping berth is provided by the employer for all-night travel the maximum travelling time to be paid shall be eight hours out of every 24.

(c) Employees whose work necessitates their absence from home overnight shall be paid all expenses reasonably incurred by such absence, with a minimum payment of \$26.70 per night or alternatively they shall be provided with reasonable meals and accommodation; provided that where an employee travels by boat or other conveyance in which his ticket includes meals and bed he shall not be entitled to the said allowance.

(d) Where an employee is transferred temporarily to work at a place which requires him to travel daily a greater distance from his home than the distance to his usual place of employment, he shall be paid any additional fares and additional travelling time so incurred for a period not exceeding three months.

29 - UNIFORMS

Where an employer requires a special uniform to be worn by employees while on duty, such uniform shall be supplied by the employer free of charge to the employee.

Overalls, gloves, aprons, footwear and wet-weather clothing shall be supplied to employees (together with such other special wearing apparel usually issued) working places where it is agreed the employer or his representative and the secretary of the union or his representative that such are necessary.

Any articles issued under this clause remain the property of the employer.

Overalls supplied in accordance with this provision shall be laundered once per week at the employer's expense.

30 - GEAR AND EQUIPMENT TO BE PROVIDED

All necessary gear and equipment shall be provided by the employer.

Any articles issued under this clause remain the property of the employer.

31 - HEAVY ARTICLES

No employee shall be permitted to lift free or carry without proper appliances goods or material of any kind exceeding 50 kilogrammes in weight unless an assistant is provided.

32 - UNAUTHORISED PERSONS ON VEHICLES

An employee shall not permit any unauthorised person or persons to accompany him on his vehicle or permit any such person or persons to assist him in the delivery of goods, wares, merchandise or material unless such person or persons have been engaged as an employee or is the owner of such goods, wares or merchandise or material or is the agent of such owner.

33 - TIME AND WAGES RECORD

(a) Each employer shall keep records at the yard or depot where the employee usually commences work or in a place easily accessible to both the employer and the employee.

(b) Such records shall show the name of each employee, the time he starts and finishes work each day, the number of hours worked by him and the wages and overtime paid.

(c) Such records shall on demand be produced by the employer for inspection by any officials (not more than three in number at the one time) of the union duly authorised in writing by the president and secretary of the local branch or sub-branch of the union. The inspection shall be made at the place where the records are kept and during the usual office hours of such place, and the authorised union officials shall be permitted to make a copy of extracts from such time and wage records relevant to the complaint he is investigating.

(d) An employer may at his option provide a mechanical clock for the purpose of such records.

(e) The employer and employee shall be severally responsible for the proper compilation of such time record daily.

34 - FIRST AID ALLOWANCE

An employee holding a current first aid qualification from St John Ambulance or a similar body and appointed by his employer to perform first aid duties shall be paid in addition to his wages \$8.00 per week while so appointed.

35 - RIGHT OF ENTRY

For the purpose of interviewing employees on legitimate union business, a duly accredited union representative shall have the right to enter the employer's premises during the midday meal break, before the commencement and after the cessation of work each day.

Provided that where any employees are working at times which preclude a representative from interviewing them during the midday meal break, the representative shall have the right to enter the employer's premises for the purpose of interviewing such employees at such time and under such conditions as may be mutually arranged by the representative and the employer and provided that the union representative first approaches the appropriate company officer before interviewing any such employee.

36 - UNION DELEGATE

An employee appointed as union delegate (or an employee appointed as co-delegate to act in the absence of the delegate) in a yard or depot shall upon notification thereof to the employer by the branch or sub-branch secretary of the union, be recognised as the accredited representative of the union and shall be allowed the necessary time during working hours to interview the employer or his representative on matters affecting employees in the yard or depot.

A union delegate or in his absence the co-delegate may interview a member or members of the union who are shift workers during their working hours, provided that as a result of such interview, the employer is not required to pay overtime to such delegate, co-delegate or to the employees concerned.

Where the employer is satisfied that a delegate's attendance at an Industrial Commission hearing will contribute to the proper conduct of proceedings involving the employer and the delegate's union, the delegate will be granted the necessary leave without loss of ordinary pay.

37 - NO REDUCTION IN WAGES

Nothing in this Award shall in itself operate to reduce the rate for any classification in existence at the commencing date of this Award.

38 - EXISTING CUSTOMS

Existing customs and conditions not inconsistent with this Award shall continue.

39 - AWARD TO BE EXHIBITED

A copy of this Award and any variations thereto shall be posted and kept posted in a prominent position in an accessible place in each work location.

40 - DRIVING OF DELIVERY VEHICLES

Notwithstanding the general principle that the driving of delivery vehicles is the work of drivers, motor mechanics may do so from place to place for the purpose of maintenance of vehicles at country depots and for road testing; provided that while personnel responsible for the maintenance of vehicles may drive laden vehicles for testing purposes, they shall not do so for the purpose of transferring products. In other cases where it is proposed that an employee other than a driver should drive a delivery vehicle on transfer, the matter shall first be discussed, with the appropriate branch Secretary of the union.

41 - SETTLEMENT OF DISPUTES OR CLAIMS

Subject to the Conciliation and Arbitration Act as operative from time to time any dispute or claim (whether any such dispute or claim arises out of the operation of this Award or not or whether it is within one State or not) as to the wages and/or conditions of employment of any employee with regard to whom any employer is bound by this Award and/or as to any other industrial matter pertaining to the relations of an employer (to whom this Award applies) with employees (with regard to whom the employer is so bound) shall be settled in the undermentioned manner;

41 - Settlement of disputes or claims

(a) The matter shall first be discussed between the aggrieved employee and his supervisor.

(b) If not settled, the matter shall be discussed between the union delegate and the industrial officer or other appropriate officer of the employer concerned.

(c) If not settled the matter shall be further discussed between the State secretary of the union and the appropriate representative of the employer.

(d) If agreement has not been reached, the matter shall then be discussed between a representative of the head office of the employer concerned and the appropriate Federal official of the union. The provision of this step need not apply when only one company is involved unless either that company or the union requests otherwise.

(e) If the matter is still not settled, it shall be submitted to a member of the Australian Conciliation and Arbitration Commission whose decision shall, subject to any appeal in accordance with the Act, be final and shall be accepted by the parties.

(f) Until the matter is determined, work shall continue normally where it is agreed that there is an existing custom but in other cases the work shall continue as instructed by the employer. No party shall be prejudiced as to final settlement by the continuance of work in accordance with this subclause.

42 - BEREAVEMENT LEAVE

An employee (other than a casual employee) shall be entitled to a maximum of three day's leave without loss of pay on each occasion and on satisfactory evidence of the death of the employee's husband/wife, father, mother, sister, brother, child, grandparent, grandchild, step-child, or parents-in-law. For the purpose of this clause the words "wife" and "husband" shall include a de facto wife or husband, and the words "father" and "mother" shall include foster father or mother".

43 - ACCIDENT PAY - MAKE UP OF PAY

(a) The make-up payment prescribed in paragraph 43(b)(iii) hereof shall apply only in respect of an incapacity which results from an injury or an incapacity which results from an injury which is current during the first pay period which commences on or after 8 December, 1980 or which occurs subsequent to that pay period.

(b) The circumstances under which an employee shall qualify for accident make up payment shall be as prescribed hereunder:

- (i) An employer shall pay an employee accident make-up payment where the employee receives an injury for which weekly payment or compensation is payable by or on behalf of the employer pursuant to the provisions of the appropriate Acts, as amended from time to time.

43 - Accident pay - make up of pay (b) - contd

- (ii) "Accident make-up payment" means a weekly payment of an amount being the difference between the weekly amount of compensation paid to the employee pursuant to the said appropriate Act and the employee's appropriate award rate, or, where the incapacity is for a lesser period than one week, the difference between the amount of compensation and the said award rate for that period.
- (iii) An employer shall pay, or cause to be paid, accident make-up payment during the incapacity of the employee within the meaning of the said appropriate Act until such incapacity ceases or until the expiration of a period of fifty-two weeks from the date of injury, whichever event shall first occur.
- (iv) The liability of the employer to pay accident make-up payment in accordance with this clause shall arise as at the date of the injury or accident in respect of which compensation is payable under the said appropriate Acts, and the termination of the employee's employment for any reason during the period of any incapacity shall in no way affect the liability of the employer to pay accident make-up payment as provided in this clause.
- (v) In the event that the employee receives a lump sum in redemption of weekly payments under the appropriate Acts the liability of the employer to pay accident make-up payment as herein provided shall cease from the date of such redemption.
- (vi) An employer may at any time apply to the Australian Conciliation and Arbitration Commission for exemption from the terms of this clause on the grounds that an accident make-up payment scheme proposed and implemented by that employer contains provisions generally not less favourable to his employees than the provisions of this clause.

44 - JURY SERVICE

Subject to the production of satisfactory evidence, an employee required to be absent from work due to jury service will be reimbursed by his employer for any loss of wages to the extent of the difference between the amount he received for attendance on jury service and his ordinary-time rate of pay during such absence.

45 - BASIS OF SETTLEMENT

- (a) (i) This Award is negotiated on the basis that it is in full settlement of claims generally.
- (ii) The rights of the union and the company are reserved to confer with each other collectively with a view to a variation of this Award during its currency due to a significant circumstance on an individual matter subject to the union deciding at Federal level or the respondent company agreeing that a significant circumstance has arisen to warrant such a conference.

45 - Basis off settlement - (a) - contd

- (iii) Any dispute arising out of the preceding paragraph 45(a)(ii) may be referred by either party to the Australian Conciliation and Arbitration Commission.

(b) Issues of local nature, not requiring a variation of the Award, which relate to the application of the Award will be dealt with in accordance with existing procedures including reference to the Commission.

46 - LICENCES

Where an employee, in the course of his duties, is required by law to obtain a special licence to operate special equipment, the licence fee will be reimbursed by the employer.

Where an employee, who does not hold a driving licence to drive a motor vehicle on a public highway, is required to hold such a licence for the performance of his work, the employer will reimburse the employee the cost of the first licence fee.

47 - INTRODUCTION TO CHANGEEmployer's duty to notify

- (a) (i) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and their union.
- (ii) "Significant effects" including termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs. Provided that where the Award makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

Employer's duty to discuss change

- (b) (i) The employer shall discuss with the employees affected and their union, inter alia, the introduction of the changes referred to in subclause 47(a) hereof, the effects the changes are likely to have on employees, 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 their unions in relation to the changes.
- (ii) The discussions shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in subclause 47(a) hereof.

47 - Introduction to change (b) - contd

- (iii) During such discussion, the employer shall advise the employees concerned and their union, all relevant information about the changes including the nature of the changes proposed; the expected effects of the changes on employees and any other matters likely to affect employees provided that any employer shall not be required to disclose confidential information the disclosure of which would be inimical to the employer's interests.

48 - REDUNDANCY

Discussions before terminations

- (a) (i) Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone and this is not due to the ordinary and customary turnover of labour and that decision may lead to termination of employment, the employer shall hold discussions with the employees directly affected and with their union.
- (ii) The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provisions of paragraph 48(a)(i) hereof and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any terminations on the employees concerned.
- (iii) During the discussion the employer shall advise the employees concerned and their union, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out. Provided that any employer shall not be required to disclose confidential information the disclosure of which would be inimical to the employer's interests.

Transfer to lower paid duties

(b) Where an employee is transferred to lower paid duties for reasons set out in paragraph 48(a)(i) hereof the employee shall be entitled to the same period of notice of transfer as he or she would have been entitled to if his or her 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 lower ordinary time rates for the number of weeks of notice still owing.

Severance Pay

(c) In addition to the period of notice prescribed for ordinary termination in subclause 7(c) of this Award, and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in paragraph 48(a)(i) hereof shall be entitled to the following amount of severance pay in respect of a continuous period of service.

48 - Redundancy (c) - contd

<u>Period of continuous service</u>	<u>Severance pay</u>
1 year or less	nil
1 year and up to the completion of 2 years	4 week's pay
2 years and up to the completion of 4 years and over	6 week's pay
3 years and up to the completion of 4 years	7 week's pay
4 years and over	8 week's pay

"Week's pay" means the ordinary time rate of pay for the employee concerned.

Provided that the severance payments shall not exceed the amount which the employee would have earned if employment with the employer had proceeded to the employee's normal retirement date.

Employee leaving during notice

(d) An employee whose employment is terminated for reasons set out in paragraph 48(a)(i) hereof may terminate his or her employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had he or she remained with 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.

Alternative employment

(e) An employer, in a particular redundancy case, may make application to the Commission to have the general severance pay prescription varied if the employer obtains acceptable alternative employment for an employee.

Time off during notice period

(f) (i) During the period of notice of termination given by the employer an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

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

For this purpose a statutory declaration will be sufficient.

Notice to Commonwealth Employment Service

(g) Where a decision has been made to terminate employees in the circumstances outlined in paragraph 48(a)(i) hereof, the employer shall notify the Commonwealth Employment Service thereof as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

48 - Redundancy - contdSuperannuation benefits

(h) Subject to further order of the Commission where an employee who is terminated receives a benefit from a superannuation scheme, he or she shall only receive under subclause 48(c) the difference between the severance pay specified in that subclause and the amount of the superannuation benefit he or she receives which is attributable to employer contributions only.

If this superannuation benefit is greater than the amount due under subclause 48(c) then he or she shall receive no payment under that clause.

Transmission of business

- (i) (i) Where a business is before or after the date of this Award, transmitted from an employer (in this subclause called "the transmitter") to another employer (in this subclause called: "the transmittee") and an employee who at the time of such transmission was an employee of the transmitter in that business becomes an employee of the transmittee.
- (1) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
- (2) the period of employment which the employee has had with the transmitter or any prior transmitter shall be deemed to be service of the employee with the transmittee.
- (ii) In this subclause "business" includes trade, process, business or occupation and includes part of any such business and "transmission" includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and "transmitted" has a corresponding meaning.

Employees with less than one year's service

(j) This clause shall not apply to employees with less than one year's continuous service and the general obligation on employers should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

Employees exempted

(k) This clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including wilful misconduct, malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices, or employees engaged for a specific period of time or for a specified task or tasks.

APPENDIX A

Transport/location, etc., allowance

In addition to the wage rate prescribed in clause 6 of this Award, employees at depots will be paid a transport and location, etc., allowance at the rate of \$7.30 per week. This allowance will not be taken into account for the purpose of calculation of overtime, shift allowances and other payments prescribed in this Award.