

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996

S.170LJ - Agreement with organisations of employees (Division 2)

Toll IPEC Pty Ltd

and

**Australian Municipal, Administrative, Clerical and Services Union
(AG2006/2432)**

TOLL IPEC (ALTONA NORTH) CLERICAL ENTERPRISE AGREEMENT 2006

Private transport industry

SENIOR DEPUTY PRESIDENT HAMBERGER

SYDNEY, 25 JANUARY 2006

CERTIFICATION OF AGREEMENT

In accordance with section 170LT of the Workplace Relations Act 1996, the Commission hereby certifies the attached written agreement.

This agreement shall come into force from 25 January 2006 and shall remain in force until 31 December 2008.

BY THE COMMISSION:

SENIOR DEPUTY PRESIDENT

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TOLL IPEC PTY LTD (Altona North)

CLERKS ENTERPRISE AGREEMENT (2006)

CLAUSE 1. TITLE

This Agreement shall be referred to as the TOLL IPEC (Altona North) Clerical E Agreement 2006.

CLAUSE 2. ARRANGEMENT

This Agreement is arranged as follows:

Subject Matter	Clause No.
Title	1
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CLAUSE 3. SCOPE AND PARTIES BOUND

This Enterprise Agreement shall be binding upon Toll IPEC Pty Ltd ACN 084 157 666 (The 'Company'), the Australian Services Union and upon all employees employed by the Company at the Toll Drive, Altona North facility whose Contracts of Employment are otherwise covered by the terms of the Clerks (Road Transport Industry) Award 1992.

CLAUSE 4. DATE AND PERIOD OF OPERATION

This Agreement shall operate for the period from the day of certification of this Agreement by the Australian Industrial Relations Commission and shall remain in force until 31st December 2008.

CLAUSE 5. RELATIONSHIP TO PARENT AWARD

This Agreement shall be read and interpreted wholly in conjunction with the Clerks (Road Transport Industry) Award 1992, current as at the signing of this Agreement, provided that where there is any inconsistency, this Agreement shall take precedence to the extent of the inconsistency (Appendix 2)

Subject to this Agreement, any previous unregistered agreements, certified agreements, arrangements, understandings and/or practices will cease to exist with the making of this Agreement.

CLAUSE 6. PURPOSE OF AGREEMENT

This Agreement has been designed to provide opportunities for management and staff to develop specific improvements or initiatives in a facility and within its services. The Company, in conjunction with its employees, intends to achieve a stable and workable employee relations environment and to provide flexibility, a competitive edge, improved efficiency and quality services. To this end, the parties agree to work to and facilitate:

- * More innovative working arrangements than exist at present
- * Improve the facilities and servicing requirements
- * Opportunities for staff to participate in new initiatives that improve business plans, work culture and operations.

* Introduction of new technology to improve customer service standards and the Company's competitive advantage.

The parties to the agreement are jointly committed to the outcomes of the agreement contributing to the culture of change whereby the management team are able to set the direction for running the business.

CLAUSE 7. CONTINUOUS IMPROVEMENT INITIATIVES

The parties recognise that scope exists for further improvements in the workplace and are committed to genuinely identify and implement measures to improve productivity and efficiency at the facility. Areas to be considered as part of a broad agenda include:

- (i) Satisfying customer requirements and delivering the best quality and service in our industry.
- (ii) Applying a consultative approach to employee relations and improving communication networks.
- (iii) Identifying and providing specific additional training for new skills required.
- (iv) Introducing new work structures and methods, (v) Identifying and eliminating waste, (vi) Improving job security and recognition.
- (vii) Removing inefficient practices and processes in all areas of the Company's operation to ensure flexibility and quality, timeliness and reliability of service.
- (viii) Improving occupational health and safety performance.
- (ix) Continuation of measures of multi-skilling to provide flexibility and increased productivity through job rotation.

CLAUSE 8. MEASURES TO ACHIEVE GAINS IN PRODUCTIVITY, EFFICIENCY AND FLEXIBILITY

Following consultation and agreement between the parties bound, the following items will continue during the course of this Agreement to achieve the purpose of the clause stated above.

8.1 Spread of Hours

- (a) The normal spread of hours for the site shall be 7.00 am until 7.00 pm.
- (b) In exceptional circumstances with reference to the normal spread of hours (7.00am to 7.00pm) by mutual agreement or the provision of twelve (12) hours notice, start times may be varied.
- (c) Due consideration will be given to individual circumstances where start times may need to be changed.
- (d) Afternoon shift means any shift finishing after 7.00 p.m and at or before 12.30 a.m.

8.2 Rates of Pay See Appendix 1.

8.3 Accrued Days Off

Accrued days off (A.D.O's) may be required to be postponed when work requirements demand a full team of employees. However, employees also have the option to have these ADO's paid out.

It is agreed no ADO's will be taken in December and no ADO's will be taken on a Friday or the working day prior to and following a public holiday. If ADO's are to be taken on Friday or the day prior to, or following a public holiday, it is to be by mutual agreement between management and employee.

Employees have the option to bank a maximum of twelve (12) ADO's in any one calendar year.

ADO's which have been banked will be paid out at Ordinary Time and payment for the accrued time will be made either as a separate payment in the last pay period in November, or at any time prior as requested by the employee provided the employee has accrued a minimum of 24 hours ADO's

8.4 Payment of Wages

All wages are to be paid weekly by EFT. No other method of payment will be available from the date of certification of this Agreement. In the event of a material payroll error, an EFT correction will be processed as soon as possible to cover the amount unpaid.

8.5 Attendance Incentive

The objective of the attendance incentive is to reduce single day absenteeism.

Attendance Incentives will be paid on a reducing scale as related to the number of days absent. No attendance incentive is payable where an employee has been absent for more than four days during the term.

The incentive will be as per the table below and payment will be made as a separate payment in the second pay period in May.

No. of Days Absent	Attendance Incentive Payment
No days	\$550.00
1 day	\$525.00
2 days	\$500.00
3 days	\$400.00
4 days	\$350.00

At the end of June each year during the term of this Agreement, absenteeism hours taken in the previous twelve (12) months will be converted into days (part days will constitute a full day for the calculation).

Where an employee suffers a serious injury or illness, the attendance incentive will not be affected. Injury or illness will be classified as where the employee is absent for four (4) days or greater and also requiring treatment by a qualified medical practitioner or equivalent and a medical certificate provided. The attendance incentive will not be affected by day's absence due to Jury Duty or Bereavement leave.

8.6 Permanent Part-time employees

Permanent part-time employees may be offered additional work up to 38 hours per week at ordinary pay. This clause will not apply to permanent part-time employees working the afternoon or night shifts.

8.7 Annual Leave

The requirements of the Company and its customers must be taken into consideration when planning

annual leave. Authorisation from the Company should be sought prior to making arrangements for planned annual leave periods.

8.8 Break Periods

Break periods will be referenced to the start time of each working day and taken as follows:

10 minute (paid)	Morning break after 2 hours and 30 minutes; and
30 minute (unpaid)	Lunch break after 4 hours; and
10 minute (paid)	Afternoon break after 6 hours and 30 minutes.

From time-to-time and by mutual agreement, break periods may be varied when required.

The parties recognise the Company's No Smoking Policy and agree that smoking breaks should only be taken during normal break periods as specified above and not within any Company buildings. Within reason, the Company offers to meet treatment costs for those who need assistance giving up.

8.9 Income Protection

The Company will agree to administer an Income Protection Scheme for all permanent clerical employees employed under this agreement, subject to due diligence and nomination of one fund from employees. The Company's involvement in the scheme will be purely as an administrator, and under no circumstances will it be held party to, nor be under any obligation to participate, nor continue with the nominated scheme, should employees wish to withdraw.

Employees wishing to participate in the fund will need to provide the Company with signed authorisation allowing deductions from their wage for the premiums. Employees participating in the fund will meet all premiums, and any premium increases.

8.10 Incentive System

The parties agree that they will continue to explore the introduction of an incentive system within the life of this agreement. This system is to be based on recognised and quantifiable performance indicators, and rewards outstanding work performance.

CLAUSE 9. SETTLEMENT OF DISPUTES

The following process will occur in the event of a question, dispute or difficulty arising between the parties over the content and application of the agreement or over any workplace or industrial issue arising over the life of this Agreement:

(i) The matter shall be discussed and a resolution sought between the employee/s and the senior Department Manager.

(ii) If the matter is not settled, the matter shall be discussed and a resolution sought between the employee/s and the Company's' State Manager.

(iii) If the matter is still not settled, the matter shall be discussed and a resolution sought between the employee/s and the Company's' General Manager.

(iv) If the matter is still not resolved, the issue shall be able to be referred to the Australian Industrial Relations Commission by either party. Subject to appropriate conciliation, the parties to any dispute are committed to accepting the determination of the Commission as final settlement.

During each stage of the procedure, the employee/s may have present or be represented by a representative of their choice (which may be a representative of the Australian Services Union), and the Company may include the involvement of an industrial officer representative.

Pending the resolution of any matter in accordance with the above procedure work shall continue without disruption, except in the case of a bona fide safety issue. The circumstances which applied immediately prior to the dispute arising shall apply until final resolution of the matter.

CLAUSE 10. WAGE RATE

A wage increase of 5.0% shall be paid to employees within the classifications covered by the Clerks (Road Transport Industry) Award 1992 as of the first full pay period on or after 1st January 2006. Further wage increases of 5.0% shall be paid as of the first full pay period on or after 1st January 2007 and on or after 1st January 2008 (refer Appendix 1).

Those employees that are paid over and above the current (as at 31/12/05) Enterprise Agreement rates will not receive the above increases unless their wage rates are reached or surpassed by the rates paid under this Enterprise Agreement. They will only then receive that part of the increase that brings their wage rates equivalent to the rates under this agreement.

CLAUSE 11. NO EXTRA CLAIMS

All Parties undertake that there shall be no further wage increases for the life of this Agreement and will abide by the Settlement of Disputes procedure under clause 9.

CLAUSE 12. REVIEW OF AGREEMENT

At a time no later than two (2) months prior the expiration of this Agreement, the Consultative Committee will meet to review this Agreement with the intention of finalising a new agreement prior to the expiration of this Agreement.

This Agreement is dated day of 2005.

Signed for and on behalf of		
Toll IPEC Pty Ltd		
(ACN 084 157 666)		
_____	Date:	___/___/___
Andrew Pappas - State Manager Victoria		
_____	Date:	___/___/___
Rod Johnston- General Manager		

Signed for and on behalf of		
AUSTRALIAN SERVICES UNION		

Date: ____/____/____

Ingrid Stitt - Branch Secretary

Signed for and on behalf of the Employees:

Date: ____/____/____

Lyndall Fratantaro

APPENDIX 1

RATES OF PAY

1) Permanent Employees

	Weekly Rates at 1/1/06	Weekly Rates at 1/1/07	Weekly Rates at 1/1/08
Grade 1	\$600.96	\$631.00	\$662.56
Grade 2	\$628.19	\$659.60	\$692.58
Grade 3	\$644.54	\$676.77	\$710.61
Grade 4	\$681.50	\$715.58	\$751.36
Grade 5	\$728.02	\$764.42	\$802.64
Grade 6	\$781.18	\$820.24	\$861.25

2) Casual Employees

	Hourly Rates at 1/1/06	Hourly Rates at 1/1/07	Hourly Rates at 1/1/08
Grade 1	\$20.5591	\$21.5870	\$22.6664
Grade 2	\$21.4908	\$22.5654	\$23.6937
Grade 3	\$22.0501	\$23.1526	\$24.3103
Grade 4	\$23.3146	\$24.4803	\$25.7043
Grade 5	\$24.9059	\$26.1512	\$27.4587
Grade 6	\$26.7245	\$28.0608	\$29.4638

3) Meal Allowance	\$9.74	\$10.23	\$10.74
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APPENDIX 2

AWARD

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996

Review of award pursuant to Item 51 of Part 2 of Schedule 5 of the Workplace Relations and Other Legislation Amendment Act 1996

(C No. 00542 of 1999)

CLERKS (ROAD TRANSPORT INDUSTRY) AWARD 1992

(ODN C No. 32143 of 1990)

[Print K5113 [AW772319]]

Various employees	Private transport industry
SENIOR DEPUTY PRESIDENT KAUFMAN	MELBOURNE, 23 DECEMBER 2002

Award simplification.

ORDER BY CONSENT

A. Further to the decision issued by the Commission on 23 December 2002, [PR926111] the above award is varied as follows:

By deleting all clauses, schedules and appendices and inserting the following:

PART 1 - APPLICATION AND OPERATION OF AWARD

1. TITLE

The title of this award is the Clerks (Road Transport Industry) Award 2002.

2. ARRANGEMENT

This award is arranged as follows:

Part 1	Application and operation of award
1.	Title
2.	Arrangement
3.	Commencement date of award and period of operation
4.	Scope of award
5.	Relationship with other awards
6.	Savings
7.	Posting of award
8.	Definitions
9.	Anti-discrimination
Part 2	Enterprise flexibility
10.	Enterprise flexibility provisions
11.	Index of facilitative provisions
Part 3	Dispute resolution

12.	Procedure to avoid industrial disputation Part 4 - Employment relationship
13.	Employer and employee duties
14.	Types of employment
15.	Termination of employment
Part 5	Wages and related matters
16.	Salaries and classifications
17.	Payment of wages
18.	Allowances
19.	Accident make-up pay
20.	Superannuation
Part 6	Hours of work, breaks overtime, shiftwork, weekend work
21.	Hours of work
22.	Shiftwork
23.	Breaks
24.	Saturday, Sunday and public holiday rates
25.	Overtime
Part 7	Types of leave and public holidays
26.	Annual leave
27.	Personal leave
28.	Parental leave
29.	Public holidays
30.	Jury service

3. COMMENCEMENT DATE OF AWARD AND PERIOD OF OPERATION

This award comes into operation from the beginning of the first pay period to commence on or after 23 December 2002 and will remain in force for a period of 6 months.

4. SCOPE OF AWARD

4.1 Area

This award applies to the employment, in any part of Australia, of:

* clerical and administrative employees bound by this award; and

* data processing employees, excluding employees in data process bureaux, conducted by a respondent

to this award.

4.2 Incidence

The industry covered by this award is clerical work in or in connection with the transport of goods, wares, merchandise, material or any thing whatsoever whether in its raw state or natural state, wholly or partly manufactured state or of a solid or liquid or gaseous nature or otherwise, and/or livestock, but excluding payroll preparation, cash transportation and security services.

4.3 Parties bound

4.3.1 This award binds:

4.3.1(a) the Australian Municipal, Administrative, Clerical and Services Union, its officers and its members; and

4.3.1(b) the employers listed in Schedule A - Schedule of respondents, to this award.

4.3.2 This award applies in respect of all employees of the employers identified above, whether members of the Union or not and who are required to perform work covered by this award.

4.4 Exemption

4.4.1 Any employee in receipt of a rate of pay which exceeds by 20% or more the rate

of pay provided for an adult Grade 6 is exempted from the provisions of this award, other than those provisions relating to:

- * annual leave;
- * jury service;
- * accident make-up pay;
- * public holidays;
- * personal leave;
- * Saturday, Sunday and public holiday rates; and
- * superannuation.

4.4.2 Payments for overtime and/or shift work must not be included when determining whether or not an employee is so exempted from the specified award provisions.

5. RELATIONSHIP WITH OTHER AWARDS

5.1 Supersession

In relation to the employment of employees subject to this award, this award supersedes the following awards, but no right, obligation or liability accrued or incurred under such previous awards will be affected:

- * Clerks (Road Transport Industry) Award 1992 [Print K5113 [AW772319]];

* Clerks (Road Transport Industry) (Roping-in No. 1) Award 1995 [Print M6411 [AW772319]];and

* Clerks (Road Transport Industry) (Roping-in No. 1) Award 1996 [Print N2431 [AW772319]].

5.2 National training wage

A party to this award shall comply with the terms of the National Training Wage Award 2000 [PR904174 [AW790899]], as varied, as though bound by clause 4 of that award.

6. SAVINGS

Nothing in this award shall in itself operate to reduce the conditions of employment of an employee, which were in existence immediately prior to or at the commencement of this award in respect of allowable award matters.

7. POSTING OF AWARD

This award will be posted by each employer on his or her premises in a place accessible to all employees.

8. DEFINITIONS

8.1 Act means the Workplace Relations Act 1996, as amended from time to time.

8.2 Commission means the Australian Industrial Relations Commission.

8.3 Employee means any employee who is engaged principally in clerical and/or administrative work covered by the classification structure at clause 16 - Salaries and classifications.

8.4 Employer means any respondent employer to this award.

8.5 Ordinary rate of pay means the appropriate rates of pay prescribed by 16.2.

8.6 Union means the Australian Municipal, Administrative, Clerical and Services Union.

8.7 Continuous service

8.7.1 In calculating continuous service, the only absences counted as time worked are the following:

8.7.1(a) up to 152 ordinary working hours in a twelve month period because of sickness or accident;

8.7.1(b) long service leave that an employee takes under the relevant State long service leave legislation; and

8.7.1(c) annual leave.

8.7.2 Where a period of work is less than twelve months, the absences counted as time worked because of sickness or accident are calculated on a proportionate basis.

8.7.3 The following events do not break an employee's continuous service:

8.7.3(a) sick leave;

8.7.3(b) leave as the result of an accident; 8.7.3(c) leave lawfully granted by the employer;

8.7.3(d) absence for a reasonable cause (the employee must prove that the leave was reasonable); and

8.7.3(e) parental leave.

8.7.4 Where employees are temporarily stood down through no fault of their own, service is not considered to be broken.

8.7.5 Any other absence from work does not break continuity of service unless the employer notifies the employee within fourteen days of the employee returning to work after the absence. The employer must tell the employee in writing.

8.7.6 If an individual employee is absent, the employer must tell that employee by:

8.7.6(a) giving the notice to him or her personally; or

8.7.6(b) posting the notice to his or her last known address.

8.7.7 It will not break an employee's continuous service if the employer breaks or ends the employee's service in order to avoid the employer's obligations in respect of leave.

9. ANTI- DISCRIMINATION

9.1 It is the intention of the respondents to this award to achieve the principal object in s.3(j) of the Workplace Relations Act 1996 through respecting and valuing the diversity of the work force by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

9.2 Accordingly, in fulfilling their obligations under the dispute avoidance and settling clause, the respondents must make every endeavour to ensure that neither the award provisions nor their operation are directly or indirectly discriminatory in their effects.

9.3 Nothing in this clause is taken to affect:

9.3.1 any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;

9.3.2 junior rates of pay;

9.3.3 an employee, employer or registered organisation, pursuing matters of discrimination in any State or federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission;

9.3.4 the exemptions in s.170CK(3) and (4) of the Act.

PART 2 - ENTERPRISE FLEXIBILITY

10. ENTERPRISE FLEXIBILITY PROVISIONS

(See ss.113A and 113B of the Act)

Where an employer or employees wish to pursue an agreement at the enterprise or workplace about how

the award should be varied so as to make the enterprise or workplace operate more efficiently according to its particular needs the following process shall apply:

10.1 A consultative mechanism and procedures appropriate to the size, structure and needs of the enterprise or workplace shall be established.

10.2 For the purpose of the consultative process the employees may nominate the Union or another to represent them.

10.3 Where agreement is reached an application shall be made to the Commission.

11. INDEX OF FACILITATIVE PROVISIONS

11.1 A facilitative provision is one which provides that the standard approach in an award provision may be departed from by agreement between an individual employer and the Union and/or an employee, or the majority of employees, in the enterprise or workplace concerned.

11.2 Facilitative provisions in this award are contained in the following clauses:

Clause title	Clause number
Payment of wages - method of payment	17.2.2
Hours of work - variation of rostered day off	21.5.1(d)
Hours of work - substitution of rostered day off	21.5.5(b)
Shiftwork - variation of roster	22.3.2(a)
Shiftwork - method of working shifts	22.3.3
Shiftwork - overtime	25.9.1
Public holidays - substitution	29.4.1

PART 3 - DISPUTE RESOLUTION

12. PROCEDURE TO AVOID INDUSTRIAL DISPUTATION 12.1 Dispute resolution procedure

12.1.1 In the event of a dispute arising in the workplace the procedure to be followed to resolve the matter will be as follows:

12.1.1(a) The employee and their supervisor meeting and conferring on the matter; and

12.1.1(b) if the matter is not resolved at such a meeting, the parties must arrange for further discussions between the employee and the employee's nominated representative, if any, and more senior levels of management.

12.1.2 If the matter is still not resolved a discussion will be held between the employer and the Union or other employee representative.

12.1.3 If the matter cannot be resolved it may be referred to the Commission for resolution.

14. TYPES OF EMPLOYMENT

14.1 General

Employees under this award will be engaged as either:

14.1.1 full-time employees;

14.1.2 part-time employees; or

14.1.3 casual employees.

14.2 Regular part-time employment

14.2.1 An employer may employ regular part-time employees in any grade in this award who will be paid on an hourly basis of the weekly rate prescribed for the classification involved.

14.2.2 A regular part-time employee is an employee who:

14.2.2(a) works less than the full-time hours of 38 per week; and

14.2.2(b) has reasonably predictable hours of work; and

14.2.2(c) receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.

14.2.3 A regular part-time employee employed under the provisions of this clause must be paid for ordinary hours worked at the rate equal to the appropriate weekly rate, divided by 38 or by the number of the ordinary hours worked by employees, other than casual or part-time employees in the establishment, whichever is the lesser.

14.3 Casual employees

14.3.1 A casual employee is one engaged and paid as such.

14.3.2 Casual employees will be engaged for a minimum of two hours on each day of engagement.

14.3.3 Subject to 14.3.2, casual employees may work up to 25 hours per week, within the spread of hours prescribed by 21.2.

14.3.4 Hours worked in excess of 25 per week will be paid at overtime rates pursuant to 14.3.6.

14.3.5 A casual employee will be paid an hourly rate equal to the appropriate weekly rate divided by 38 or by the number of ordinary hours worked by employees, other than casual or regular part-time employees in the establishment, whichever is the lesser, plus 20% loading.

14.3.6 In addition to normal overtime rates, a casual employee while working overtime or outside the spread of hours (provided the casual employee has worked two hours at ordinary time) will be paid a casual loading of 10% in lieu of the 20% prescribed by 14.3.5.

14.3.7 In addition to the hourly rate prescribed in 14.3.5, casual employees will be paid 1/12th additional loading in lieu of the annual leave entitlement.

15. TERMINATION OF EMPLOYMENT

15.1 Notice of termination by employer

15.1.1 In order to terminate the employment of a full-time or regular part-time employee the employer

shall give to the employee the period of notice specified in the table below:

Period of continuous service	Period of notice
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

15.1.2 In addition to this notice, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, are entitled to an additional week's notice.

15.1.3 Payment in lieu of the notice will be made if the appropriate notice period is not required to be worked. Employment may be terminated by the employee working part of the required period of notice and by the employer making payment for the remainder of the period of notice.

15.1.4 In calculating any payment in lieu of notice, the wages an employee would have received in respect of the ordinary time they would have worked during the period of notice had their employment not been terminated will be used.

15.1.5 The period of notice in this clause, shall not apply in the case of dismissal for conduct that justifies instant dismissal including inefficiency within the first fourteen days, neglect of duty or misconduct and in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specific task or tasks.

15.1.6 Continuous service is defined in 8.7.

15.2 Notice of termination by an employee

15.2.1 The notice of termination required to be given by an employee is the same as that required of an employer, save and except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.

15.2.2 If an employee fails to give notice the employer has the right to withhold monies due to the employee to a maximum amount equal to the ordinary time rate of pay for the period of notice.

15.3 Time off during notice period

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.

PART 5 - WAGES AND RELATED MATTERS

16. SALARIES AND CLASSIFICATIONS

16.1 Grading structure

16.1.1 General

16.1.1(a) All employees will be graded according to the classification descriptors specified in this subclause.

16.1.1(b) All employees will be graded at the time of employment and informed accordingly, in writing, within fourteen days of appointment.

16.1.1(c) The grade of each employee will be determined by the employer according to the classification descriptors below, where the employee's principal functions, as determined by the employer, require the exercise of any one or more of the skill levels set out in the classification descriptor for the grade.

16.1.1(d) An employee may be required to train other employees in the skills of their own grade and below by means of personal instruction and demonstration.

16.1.2 Grade 1

Employees in this grade perform, and are accountable for, clerical and office tasks as directed, within the skill levels set out. They work within established routines, methods and procedures. Supervision is direct. Relevant skill levels are:

16.1.2(a) Machine operation - skill level 1

Operate telephone/intercom systems, telephone answering machines, facsimile machines, photocopiers, franking machines, guillotines.

16.1.2(b) Information handling skills - skill level 1

* Receive, sort, open, distribute incoming mail, process outgoing mail, receive incoming and despatch outgoing courier mail, deliver messages and documents to appropriate persons/locations;

* prepare and collate documents;

* sort and file documents/records accurately in correct location/ sequence using an established paper-based filing system.

16.1.2(c) Enterprise/industry, specialist skills - skill level 1

Acquire and apply a limited knowledge of office procedures and requirements.

16.1.3 Grade 2

Employees in this grade perform clerical and office tasks using a more extensive range of skills and knowledge at a level higher than required in Grade 1. They are responsible and accountable for their own work, which is performed within established routines, methods and procedures. Supervision is routine. Relevant skill levels are:

16.1.3(a) Machine operation - skill level 2

Operate adding machines, switchboard, paging system, telex machine, typewriter and calculator.

16.1.3(b) Computer - skill level 1

Use knowledge of keyboard and function keys to enter and retrieve data through computer terminal.

16.1.3(c) Keyboard typing - skill level 1

Copy type at 25 words per minute with 98% accuracy.

16.1.3(d) Information handling skills - skill level 2:

- * Maintain mail register and records;
- * maintain established paper-based filing/records systems in accordance with set procedures including creating and indexing new files;
- * distributing files within the organisation as requested, monitoring file locations;
- * transcribe information into records, complete forms, take telephone messages.

16.1.3(e) Enterprise/industry, specialist skills - skill level 2

- * Acquire and apply a working knowledge of office or sectional operating procedures and requirements;
- * acquire and applying a working knowledge of the organisation's structure and personnel in order to deal with enquiries at first instance, locate appropriate staff in different sections, relay internal information, respond to or re-direct inquiries, greet visitors.

16.1.3(f) Business/financial skills - skill level 1

- * Keep appropriate records;
- * sort, process and record original source financial documents (e.g. invoices, cheques, correspondence) on a daily basis; maintain and record petty cash, prepare bank deposits and withdrawals and do banking.

16.1.4 Grade 3

Employees in this grade perform clerical and office tasks using a more extensive range of skills and knowledge at a level higher than required in Grade 2. They are responsible and accountable for their own work, which is performed within established guidelines. They exercise limited discretion within the range of their skills and knowledge. Supervision is general. Relevant skill levels are:

16.1.4(a) Machine operation - skill level 3

Operate computerised radio telephone equipment, micro/personal computer, printing devices attached to personal computer, dictaphone equipment and typewriters.

16.1.4(b) Keyboard typing - skill level 2

Produce documents and correspondence using knowledge of standard formats; touch type at 40 words per minute with 98% accuracy; audio type

16.1.4(c) Computer - skill level 2

- * Use one or more software application package(s) developed for a micro/personal computer to operate and populate a database, spreadsheet/worksheet to achieve a desired result; graph previously prepared spreadsheet, use simple menu utilities of personal computer;
- * following standard procedures or template for the preceding functions using existing models/fields of information, create, maintain and generate simple reports;
- * use a central computer resource to an equivalent standard.

16.1.4(d) Word processing - skill level 1

- * Use one or more software packages to create, format, edit, proof-read, spell check, correct, print and save text documents, e.g. standard correspondence and business documents;
- * apply additional functions such as search and replace, variable fonts, moving and merging across documents and simple maths.

16.1.4(e) Secretarial - skill level 1

- * Take shorthand notes at 70 wpm and transcribe with 95% accuracy;
- * Arrange travel bookings and itineraries, make appointments, screen telephone calls, follow visitor protocol procedures, establish telephone contact on behalf of executive.

16.1.4(f) Enterprise/industry, specialist skills - skill level 3

- * Apply a working knowledge of the organisation's products/services, functions, locations and clients;
- * respond to and act upon most internal/external inquiries in own function area.

16.1.4(g) Information handling skills - skill level 3

- * Use and maintain a computer-based record management system to identify, access and extract information from internal sources;
- * maintain circulation, indexing and filing systems for publications, review files, close files, archive files.

16.1.4(h) Business/financial skills - skill level 2

Maintain financial records and journals, collect and prepare time and wages records; prepare accounts payable for authorisation; respond to simple account queries from debtors; post transactions to ledger.

16.1.4(i) Employees holding a Certificate of Office and Secretarial Studies (TAFE) or accredited equivalent and who are required to use skills and perform tasks within the range of skills in Grade 3 shall be graded at Grade 3 or above.

16.1.5 Grade 4

Employees in this grade perform clerical and office tasks using a more extensive range of skills and knowledge at a level higher than required in Grade 3. They are responsible and accountable for their own work, and exercise discretion and initiative in the organisation of work within prescribed limits. Supervision is limited. Relevant skill levels are:

16.1.5(a) Keyboard typing - skill level 3

Format complex documents including technical data, technical language, tables, graphs, text design, indexing, variable type face; produce documents requiring specified form or to comply with regulations or standards.

16.1.5(b) Computer - skill level 3

Apply knowledge of intermediate functions to manipulate data, i.e. modify fields of information, develop

new basic databases or spreadsheet models; spreadsheet, perform reconciliation.

16.1.5(c) Word processing - skill level 2

Use one or more software packages to apply advanced functions such as text columns, money columns, tables e.g. to produce financial statements, printed forms, sorting, boxes, create displays of charts or graphs in report format, select style sheets appropriate to final presentation.

16.1.5(d) Secretarial skills - skill level 2

Take shorthand notes at 100 wpm and transcribe with 95% accuracy; manage executive appointments; respond to invitations; organise internal meetings on behalf of executive; establish and maintain reference lists/personal contact systems for executives.

16.1.5(e) Enterprise/industry, specialist skills - skill level 4

* Provide detailed advice and information on the organisation's products and services; respond to client/public/supplier and internal organisation inquiries, within own function area, using such techniques as personal interview and liaison; explain organisation's viewpoint to clients and appropriate persons, using knowledge of internal/external regulatory requirements related to own function area;

* acquire and use specialist vocabulary, i.e. technical/medical/legal within the scope of this grade.

16.1.5(f) Information handling - skill level 4

* Create new forms of files and records as required using computer-based records systems, e.g. customer/client/supplier and subscription lists;

* access, identify and extract information as required from external sources e.g. databases, libraries, and local authorities.

16.1.5(g) Business/financial - skill level 3

Prepare cash payment summaries, banking reports; apply purchasing and inventory control requirements; post transactions to ledger; reconcile debtors, creditors and general ledger accounts to balance; follow-up unpaid accounts by telephone liaison/interview; prepare documentation on overdue accounts for senior officers or referral to debt recovery processes; calculate wage and salary requirements including tax, superannuation and other deductions and transfer payments for authorisation; calculate stock valuations; prepare bank reconciliations; calculate costings using established formulae for all inputs and margins.

16.1.5(h) Supervisory - skill level 1

Allocate work tasks to individuals, check work progress and correct errors.

16.1.6 Grade 5

Employees in this grade perform clerical and administrative duties using a more extensive range of skills and knowledge at a level higher than required in Grade 4. They are responsible and accountable for their own work, and may have limited responsibility for the work of others. They exercise initiative, discretion and judgement within the range of their skills and knowledge. Supervision is minimal. Relevant skill levels are:

16.1.6(a) Computer - skill level 4

- * Use a variety of application software packages within a micro/personal computer network including importing data from one package to another;
- * evaluate usefulness or applicability of software programs (using existing software programs) and recommend preferred solutions to meet new or different application requirements;
- * use advanced spreadsheet functions, (e.g. Macro functions etc) to enhance operation of the spreadsheet;
- * use a central computer resource to an equivalent standard.

16.1.6(b) Word processing - skill level 3

- * Use all preceding word processing functions and integrate word processing software with other application software packages to produce complex text and data documents;
- * apply knowledge of desk top publishing to integrate complex documents;
- * apply advanced functions including macros, moving columns for complex formatting of documents such as multi-column reports and presentations, including booklets. Apply complex maths functions.

16.1.6(c) Secretarial skills - skill level 3

Take shorthand notes at 120 wpm and transcribe at 95% accuracy; attend executive/organisational meetings and take minutes; answer executive correspondence from verbal or rough handwritten instructions, organise teleconferences.

16.1.6(d) Enterprise/industry - skill level 5

Apply detailed knowledge of the road transport industry to complex issues/arrangements in such areas as consumer/client services, special products/service knowledge, and respond within established internal/external regulatory parameters and policies. Indicative Specialist skills include:

- * Apply detailed knowledge of customs law and regulations to overseas sales and ordering.
- * apply detailed knowledge of inventory/stock requirements to obtain competitive quotations and initiate purchasing.
- * apply detailed knowledge of internal/external regulatory parameters and policies relating to industrial and employment law, occupational health and safety, workers compensation claims procedures, superannuation requirements.

16.1.6(e) Information handling - skill level 5

Develop, plan and implement new paper-based/manual filing records systems for the enterprise; assist in separate undertaking research (locate/solicit, summarise/extract and interpret information) related to function areas.

16.1.6(f) Business/financial - skill level 4

- * Post transactions to ledger and prepare a trial balance; prepare end of period adjustments and transfers using general journal; prepare financial/tax schedules for periodic tax requirements such as payroll, sales and group tax returns; reconcile general ledger accounts; determine costings by calculating input costs and margins;

* apply detailed knowledge of organisation's credit terms to new accounts and to following up significant debtors, prepare period debtor statements.

16.1.6(g) Supervisory - skill level 2

Resolve operational problems for staff in lower grades, coordinate work flow within a section or unit, and counsel and advise staff who are under routine supervision.

16.1.7 Grade 6

Employees in this grade perform clerical and administrative duties using a more extensive range of skills and knowledge at a level higher than required in Grade 5. They are responsible and accountable for their own work, and may have responsibility for the work of a section or unit. They exercise initiative, discretion and judgement within the range of their skills and knowledge. Supervision is minimal and only as required. Relevant skill levels are:

16.1.7(a) Computer - skill level 5

Operating/coordinating a group of computers such as a small multi-user system or a large group of personal computers which may include operating a help desk, running and monitoring batch jobs and performing regular back-ups and restores.

16.1.7(b) Enterprise/industry - skill level 6

Apply knowledge of the organisation's objectives, performance, apply specialist knowledge, in areas such as projected growth, product trends and general industry conditions including:

* Knowledge of competitors and major clients' market structure in the performance of own responsibilities;

* import/export activities.

Indicative Specialist skills include:

* Use knowledge of basic statistics to interpret data from spreadsheets, statistical tables, graphs and frequency tables in the performance of own responsibilities;

* administration of workers' compensation claims, insurance and disputed claims.

16.1.7(c) Supervisory - skill level 3

Plan and organise work priorities of a unit or section; re-schedule workloads as necessary and resolve operational problems for unit or section; monitor work quality of those supervised; use observations, diagnosis and intervention skills to ensure unit/section meets objectives; organise and chair necessary work meetings/conferences; assist in planning future sectional/office organisational resources and equipment needs.

16.1.7(d) Business/financial skills - skill level 5

* Administer individual salary packages, travel expenses and company transport;

* administer specialist salary and payroll requirements e.g. Eligible Termination Payments, Superannuation Trust Deed Requirements, Redundancy Calculations, Maintenance Support Schemes etc.

16.1.7(e) Secretarial-skill level 4

As well as having shorthand skills of skill level 3, arrange conferences and external meetings including venues, agendas, documentation, audio-visual requirements, catering, transport and accommodation; originate executive correspondence; assist executive in preparing attending and following up appointments, interviews, meetings, etc; assume responsibility for designated areas of executive's work, on delegated authority.

16.1.8 Supervision - definitions

The levels of supervision referred to above are defined as follows:

16.1.8(a) Direct

The employee receives detailed instructions on work to be performed and is subject to frequent personal progress checks.

16.1.8(b) Routine

The employee receives broad instructions on work to be performed except when new or unusual features require more specific instructions. Work in progress is checked intermittently whilst all work is checked on completion.

16.1.8(c) General

The employee receives specific instructions only when new procedures or tasks are involved. Work is checked on completion.

16.1.8(d) Limited

The employee is subject to work checks which are generally confined to establishing that satisfactory progress is being made. Work is reviewed on completion.

16.1.8(e) Minimal

The employee is subject to final review/report back on work and may receive assistance with specific problems.

16.2 Salaries

16.2.1 Adult employees

16.2.1(a) General

16.2.1(a)(i) Adult employees covered by this award are entitled to be paid either their preserved award rate at 16.2.1(c) or the award rate of pay for their grade at 16.2.1(b), whichever is the greater.

16.2.1(a)(ii) All adult employees will receive a base rate of pay according to their classification.

16.2.1(a)(iii) All employees will receive a special industry allowance in total recognition of the unique features associated with the road transport industry. These features may vary from workplace to workplace and include, but are not restricted to, the requirement to:

* possess various levels of computer literacy skills for the performance of work at all levels;

* be part of a team-oriented to high levels of service in a competitive industry; and

* cover advances in technological change.

16.2.1(a)(iv) The weekly award rate of pay, comprising the base rate and the special industry allowance, will be paid for all purposes of the award.

16.2.1(b) Rates of pay

[16.2.1(b) varied by PR947419: PR960151 ppc 06M05 (ppc 01Aug05 for Victorian employers bound to apply the terms of this award by PR950684)]

The award rate of pay is as follows

Grade	Experience at Grade	Weekly base rate	Special industry allowance	Weekly award rate
		\$	\$	\$
1	First 6 months	533.10	8.75	541.85
	6-12 months	538.20	8.75	546.95
	After 12 months	543.40	8.75	552.15
2	First 6 months	553.60	8.75	562.35
	6-12 months	558.70	8.75	567.45
	After 12 months	563.90	8.75	572.65
3	First 6 months	571.00	8.75	579.75
	After 6 months	578.20	8.75	586.95
4		606.00	8.75	614.75
5		639.00	8.75	647.75
6		679.00	8.75	687.75

16.2.1(b)(i) Prior clerical experience of at least six months in any industry will be recognised at the time of engagement at Grade 1 or Grade 2 level and the employee paid at the appropriate experience rate.

16.2.1(b)(ii) Prior clerical experience of at least six months in the road transport industry will be recognised at the time of engagement at the Grade 3 level and the employee paid at the after six months experience rate.

16.2.1(b)(iii) Proof of prior experience, if required, is the responsibility of the employee.

16.2.1(c) Preserved award rate of pay

[16.2.1(c) substituted by PR947419: PR960151 ppc 06Jul05 (ppc 01Aug05 for Victorian employers bound to apply the terms of this award by PR950684)]

The Preserved Award Rate of Pay is as follows:

16.2.1(c)(i) Old Grades 1 and 2

Year of Service as at 1/10/92	Weekly Base Rate	Special Industry Allowance	Weekly Award Rate
	\$	\$	\$
1st Year	See new award rate		
2nd Year	See new award rate		
3rd Year	553.05	8.75	561.80
4th Year	564.90	8.75	573.65
5th Year	577.70	8.75	586.45
6th Year	588.75	8.75	597.50
Grade C	599.95	8.75	608.70
Grade B	622.45	8.75	631.20
Grade A	642.80	8.75	651.55

16.2.1(c)(ii) Old Grades 3 and Above

Year of Service as at 1/10/92	Weekly Base Rate	Special Industry Allowance	Weekly Award Rate
	\$	\$	\$
1st Year	See new award rate		
2nd Year	548.20	8.75	556.95
3rd Year	559.20	8.75	567.95
4th Year	570.05	8.75	578.80
5th Year	582.80	8.75	591.55
6th Year	592.90	8.75	601.65
Grade C	605.05	8.75	613.80
Grade B	625.60	8.75	634.35
Grade A	647.95	8.75	656.70

16.2.1(d) Data processing personnel

[16.2.1(d) substituted by PR947419; PR960151 ppc 06Jul05 (ppc 01 Aug05 for Victorian employers bound to apply the terms of this award by PR950684)]

Adult employees designated below will be paid at the following salaries:

	Base rate per annum	Arbitrated Safety Net	Total rate per annum	Per Week
	\$	\$	\$	\$
Senior Systems Analyst	30,796	8,268	39,064	751.25
Supervisor Programmer	27,959	8,268	36,227	696.65
Systems Analyst	27,242	8,268	35,510	682.90

Senior Programmer	24,953	8,268	33,221	638.85
Programmer	23,269	8,372	31,641	608.50

16.2.2 Junior employees

16.2.2(a) Junior employees will be paid as follows:

16.2.2(a)(i) each component of the junior Grade 1 or 2 award rate is the appropriate age percentage of the relevant adult Grade 2 rate;

16.2.2(a)(ii) each component of the junior Grade 3 award rate is the appropriate age percentage of the relevant adult Grade 3 rate.

16.2.2(b) The appropriate age percentage for the relevant adult grade is as follows:

Age	Percentage of adult grades
Under 16 years	45
At 16 years	50
At 17 years	60
At 18 years	70
At 19 years	80
At 20 years	90

[16.2.2(c) substituted by PR934021 PR947419: PR960151 ppc 06Jul05 (ppc 01 Aug05 for Victorian employers bound to apply the terms of this award by PR950684)]

16.2.2(c)(i) Junior Grade 1 or 2 Award Rate

The rates so calculated as follows:

Age (Years)	Experience at grade	Weekly base rate	Special industry allowance	Total weekly award rate
		\$	\$	\$
Under 16)	First 6 months	249.10	3.95	253.05
At 16)		276.80	4.40	281.20
At 17)		332.15	5.25	337.40
At 18)		387.50	6.15	393.65
At 19)		442.90	7.00	449.90
At 20)		498.25	7.90	506.15
Under 16)	6-12 months	251.40	3.95	255.35
At 16)		279.35	4.40	283.75
At 17)		335.20	5.25	340.45
At 18)		391.10	6.15	397.25

At 19)		446.95	7.00	453.95
At 20)		502.85	7.90	510.75
Under 16)	After 12 months	253.75	3.95	257.70
At 16)		281.95	4.40	286.35
At 17)		338.35	5.25	343.60
At 18)		394.75	6.15	400.90
At 19)		451.10	7.00	458.10
At 20)		507.50	7.90	515.40

16.2.2(c)(ii) Junior Grade 3 Award Rate

The rates so calculated as follows:

Age (Years)	Experience at grade	Weekly base rate	Special industry allowance	Total weekly award rate
		\$	\$	\$
Under 16)	First 6 months	256.95	3.95	260.90
At 16)		285.50	4.40	289.90
At 17)		342.60	5.25	347.85
At 18)		399.70	6.15	405.85
At 19)		456.80	7.00	463.80
At 20)		513.90	7.90	521.80
Under 16)	6-12 months	260.20	3.95	264.15
At 16)		289.10	4.40	293.50
At 17)		346.90	5.25	352.15
At 18)		404.75	6.15	410.90
At 19)		462.55	7.00	469.55
At 20)		520.40	7.90	528.30

16.2.3 Arbitrated safety net adjustment

[16.2.3 substituted by PR934021 PR947419: PR960151 ppc 06Jul05 (ppc 01Aug05 for Victorian employers bound to apply the terms of this award by PR950684)]

16.2.3(a) The rates of pay in this award include the arbitrated safety net adjustment payable under the Safety Net Review - Wages June 2005 decision [PR0020051. This arbitrated safety net adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this award which are above the wage rates prescribed in the award. Such above award payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Australian workplace agreements, award variations to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

16.2.3(b) Increases made under previous National Wage Case principles or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated safety net adjustments.

16.2.4 Higher duties allowance

An employee who, for a period of one week or more in any one year, is called upon to perform the work of an employee in a higher grade will be paid for the said period of one week or more at the minimum rate prescribed for such higher grade.

16.3 Training

16.3.1 Where, as a result of consultation, it is agreed by the employer that, additional training should be undertaken by an employee, the training may be undertaken either on or off the job. If the training is undertaken during ordinary working hours the employee concerned will not suffer any loss of pay. The employer will not unreasonably withhold such paid training leave.

16.3.2 Any costs associated with the standard fees for prescribed courses and prescribed textbooks (excluding those textbooks which are available in the employer's technical library) incurred in connection with the undertaking of training must be reimbursed by the employer upon production of evidence of expenditure. Reimbursement of standard fees may be made at the completion of the prescribed course or annually, whichever is the earlier, subject to reports of attendance at such courses.

16.3.3 Travel costs incurred by an employee undertaking training in accordance with this clause which exceeds those normally incurred in travelling to and from work will be reimbursed by the employer.

16.4 Supported wage system

16.4.1 This clause defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this award. In the context of this clause, the following definitions will apply:

16.4.1(a) Supported wage system means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in Supported Wage System: Guidelines and Assessment Process.

16.4.1(b) Accredited assessor means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system.

16.4.1(c) Disability support pension means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the Social Security Act 1991, as amended from time to time, or any successor to that scheme.

16.4.1(d) Assessment instrument means the form provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system.

16.4.2 Eligibility criteria

16.4.2(a) Employees covered by this clause will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this award, because of the effects of a disability on their productive capacity and who meet the impairment

criteria for receipt of a disability support pension.

16.4.2(b) This clause does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers' compensation legislation or any provision of this award relating to the rehabilitation of employees who are injured in the course of their employment.

16.4.2(c) This clause does not apply to employers in respect of their facility, programme, undertaking, service or the like which receives funding under the Disability Services Act 1986 and fulfils the dual role of service provider and sheltered employer to people with disabilities who are in receipt of or are eligible for a disability support pension, except with respect to an organisation which has received recognition under s.10 or under S.12A of the Disability Services Act, or if a part only has received recognition, that part.

16.4.3 Supported wage rates

16.4.3(a) Employees to whom this clause applies shall be paid the applicable percentage of the minimum rate of pay prescribed by this award for the class of work which the person is performing according to the following schedule:

Assessed capacity	Prescribed award rate
(16.4.4)	
10%*	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

[16.4.3 varied by PR960151 ppc 06M05 (ppc 01 Aug05 for Victorian employers bound to apply the terms of this award by PR950684)]

16.4.3(b) Provided that the minimum amount payable shall be not less than \$61 per week.

16.4.3(c) * Where a person's assessed capacity is 10%, they shall receive a high degree of assistance and support.

16.4.4 Assessment of capacity

For the purpose of establishing the percentage of the award rate to be paid to an employee under this award, the productive capacity of the employee will be assessed in accordance with the supported wage system and documented in an assessment instrument by either:

16.4.4(a) The employer and a Union party to the award, in consultation with the employee or, if desired by any of these;

16.4.4(b) The employer and an accredited assessor from a panel agreed by the parties to the award and

the employee.

16.4.5 Lodgment of assessment instrument

16.4.5(a) All assessment instruments under the conditions of this clause, including the appropriate percentage of the award wage to be paid to the employee, shall be lodged by the employer with the Registrar of the Australian Industrial Relations Commission.

16.4.5(b) All assessment instruments shall be agreed and signed by the parties to the assessment, provided that where a Union which is party to the award, is not a party to the assessment, it shall be referred by the Registrar to the Union by certified mail and shall take effect unless an objection is notified to the Registrar within ten working days.

16.4.6 Review of assessment

The assessment of the applicable percentage should be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review shall be in accordance with the procedures for assessing capacity under the supported wage system.

16.4.7 Other terms and conditions of employment

Where an assessment has been made, the applicable percentage shall apply to the wage rate only. Employees covered by the provisions of the clause will be entitled to the same terms and conditions of employment as all other workers covered by this award paid on a pro rata basis.

16.4.8 Workplace adjustment

An employer wishing to employ a person under the provisions of this clause shall take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

16.4.9 Trial period

16.4.9(a) In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this clause for a trial period not exceeding twelve weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

16.4.9(b) During mat trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.

[16.4.9(c) varied by PR960151 ppc 06Jul05 (ppc 01 Aug05 for Victorian employers bound to apply the terms of this award by PR950684)]

16.4.9(c) The minimum amount payable to the employee during the trial period shall be no less than \$61 per week.

16.4.9(d) Work trials should include induction or training as appropriate to the job being trialled.

16.4.9(e) Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under 16.4.4.

16.5. Transitional wage rates for Victoria—Application of Common Rule Award

[16.5 inserted by PR960151 ppc 06M05]

This clause contains the transitional rates of pay and allowances for employers in the state of Victoria who were previously not bound by this award, but are now subject to the award by virtue of the award having been declared a common rule award under s.141 of the Workplace Relations Act 1996.

These rates of pay and allowances shall not apply from the beginning of the first pay period commencing on or after 1 August 2005. At this time the new pay and allowances shall apply.

16.5.1. (Clause 16.2.1(b))

The weekly award rate of pay is as follows:

Grade	Experience at Grade	Weekly base rate	Special industry allowance	Weekly award rate
		\$		
1	First 6 months	516.10	8.75	524.85
	6-12 months	521.20	8.75	529.95
	After 12 months	526.40	8.75	535.15
2	First 6 months	536.60	8.75	545.35
	6-12 months	541.70	8.75	550.45
	After 12 months	546.90	8.75	555.65
3	First 6 months	554.00	8.75	562.75
	After 6 months	561.20	8.75	569.95
4		589.00	8.75	597.75
5		622.00	8.75	630.75
6		662.00	8.75	670.75

16.5.2. (Clause 16.2.1(c))

16.5.2(a) Preserved Award Rate of Pay.

The Preserved Award Rate of Pay is as follows:

16.5.2(a)(i) Old Grades 1 and 2

Year of Service as at 1/10/92	Weekly Base Rate	Special Industry Allowance	Weekly Award Rate
	\$	\$	\$

1st Year	See new award rate		
2nd Year	See new award rate		
3rd Year	536.05	8.75	544.80
4th Year	547.90	8.75	556.65
5th Year	560.70	8.75	569.45
6th Year	571.75	8.75	580.50
Grade C	582.95	8.75	591.70
Grade B	605.45	8.75	614.20
Grade A	625.80	8.75	634.55

Old Grades 3 and Above

Year of Service as at 1/10/92	Weekly Base Rate	Special Industry Allowance	Weekly Award Rate
	\$	\$	\$
1st Year	See new award rate		
2nd Year	531.20	8.75	539.95
3rd Year	542.20	8.75	550.95
4th Year	553.05	8.75	561.80
5th Year	565.80	8.75	574.55
6th Year	575.90	8.75	584.65
Grade C	588.05	8.75	596.80
Grade B	608.60	8.75	617.35
Grade A	630.95	8.75	639.70

16.5.3. (Clause 16.2.1(d))

16.5.3(a) Data Processing Personnel

Adult employees designated below will be paid at the following salaries:

	Base rate per Annum	Arbitrated Safety Net	Total rate per annum	Per Week
	\$	\$	\$	\$
Senior Systems Analyst	\$ 30,796	7,384	38,180	734.25
Supervisor Programmer	27,959	7,384	35,343	679.65
Systems Analyst	27,242	7,384	34,626	665.90
Senior Programmer	24,953	7,384	32,337	621.85

16.5.4. (Clause 16.2.2(c))

16.5.4(a) Junior Grade 1 or 2 Award Rate

The rates so calculated as follows:

Age (Years)	Experience at grade	Weekly base rate	Special industry allowance	Total weekly award rate
		\$	\$	\$
Under 16)	First 6 months	241.45	3.95	245.40
At 16)		268.30	4.40	272.70
At 17)		321.95	5.25	327.20
At 18)		375.60	6.15	381.75
At 19)		429.30	7.00	436.30
At 20)		482.95	7.90	490.85
Under 16)	6-12 months	243.75	3.95	247.70
At 16)		270.85	4.40	275.25
At 17)		325.00	5.25	330.25
At 18)		379.20	6.10	385.30
At 19)		433.35	7.00	440.35
At 20)		487.55	7.85	495.40
Under 16)	After 12 months	246.10	3.95	250.05
At 16)		273.45	4.40	277.85
At 17)		328.15	5.25	333.40
At 18)		382.85	6.15	389.00
At 19)		437.50	7.00	444.50
At 20)		492.20	7.90	500.10

16.5.4(b) Junior Grade 3 Award Rate

The rates so calculated as follows:

Age (Years)	Experience at grade	Weekly base rate	Special industry allowance	Total weekly award rate
		\$	\$	\$
Under 16)	First 6 months	249.30	3.95	253.25
At 16)		277.00	4.40	281.40
At 17)		332.40	5.25	337.65
At 18)		387.80	6.15	393.95
At 19)		443.20	7.00	450.20

At 20)		498.60	7.90	506.50
Under 16)	6-12 months	252.55	3.95	256.50
At 16)		280.60	4.40	285.00
At 17)		336.70	5.25	341.95
At 18)		392.85	6.10	398.95
At 19)		448.95	7.00	455.95
At 20)		505.10	7.85	512.95

16.5.5 For the purposes of clause 18.1.1 the amount \$9.45 will apply.

16.5.6 For the purposes of clause 18.2 the amount \$1.75 will apply.

16.5.7 For the purposes of clause 18.4 the amount 56 cents will apply.

17. PAYMENT OF WAGES

17.1 Period of payment

17.1.1 Wages will be paid weekly, fortnightly, twice monthly or monthly in accordance with the practice operating in the organisation concerned prior to the making of this award.

17.1.2 Wages are to be paid during working hours and no later in the week than Thursday.

17.1.3 Payment of overtime worked within the pay period prior to payday need not be paid until the next payday.

17.2 Method of payment

Wages will be paid to an employee in cash unless:

17.2.1 an employee is willing to be paid by cheque; or

17.2.2 by agreement between the employer and the majority of employees at each site that wages be paid by direct electronic funds transfer to a bank, credit Union or other financial institution account.

17.3 Rostered days off

An employee whose rostered day off occurs on pay day will be paid wages on the rostered day off or on the next ordinary working day following the rostered day off. An employee may be paid by cheque or electronic transfer on the ordinary working day prior to the rostered day off.

18. ALLOWANCES

18.1 Meal allowance

[18.1.1 varied by PR934021 PR947419; PR960151 ppc 06Jul05 (ppc 01Aug05 for Victorian employers bound to apply the terms of this award by PR950684)]

18.1.1 The prescribed meal allowance for the purposes of this award is \$9.74. The prescribed meal allowance is not paid where the employer provides the employee with a meal.

18.1.2 An employee will be paid the prescribed meal allowance and will be entitled to a paid meal break of twenty minutes in addition to any overtime payment, as follows:

18.1.2(a) Where required to work beyond one hour after his or her usual finishing time and beyond 6.00 p.m. or where two or more hours overtime is worked. Where such overtime exceeds five hours a further meal allowance will be payable.

18.1.2(b) When required to work more than five hours on a Saturday, Sunday or a public holiday. A further meal allowance will be paid when an employee is required to work more than nine hours on such a day and thereafter at the end of each additional four hours work, provided the employee continues working after each qualifying period.

18.1.3 If an employee has provided their own meal after being notified that they are required to work in any of the circumstances outlined above and is not required to do so, the employee will be paid the prescribed meal allowance for the superfluous meal.

18.2 First aid allowance

[18.2 varied by PR934021 PR947419: PR960151 ppc 06M05 (ppc 01 Aug05 for Victorian employers bound to apply the terms of this award by PR950684)]

An employee, who has been trained to render first aid and who is the current holder of appropriate first aid qualifications such as a certificate for the St. John's Ambulance or similar body, will be paid an allowance of \$1.80 per day, if the employee is appointed by the employer to perform first aid.

18.3 Protective clothing and equipment

18.3.1 The employer must reimburse the employee for the cost of purchasing any special clothing such as uniforms, dress, clothing or footwear.

18.3.2 The employer must reimburse the employee for the cost of purchasing a uniform and/or protective clothing where the employee is engaged in work damaging to clothing (for example, the use of duplicators, addressographs, or similar machines).

18.3.3 The provisions of this clause do not apply where any clothing is supplied to the employee at the employer's expense.

18.4 Vehicle allowance

[18.4 varied by PR934021; PR960151 ppc O6Jul05 (ppc 01 Aug05 for Victorian employers bound to apply the terms of this award by PR950684)]

Where an employee is required to use his or her own vehicle in connection with the employer's business, the employee will be paid for the use of the vehicle at the rate of 57 cents per kilometre.

18.5 Living away from home allowance

18.5.1 Where an employee is required to work away from his or her usual place of duty at some place other than his or her hometown, the employee must be paid in accordance with existing practices.

18.5.2 Where an employee is required to work at a location away from his or her usual place of duty which does not necessitate leaving his or her home town, the employee will be paid the following:

18.5.2(a) any excess fares over what are normally incurred for travelling; and

18.5.2(b) at the ordinary rate of pay for any time in excess of the time normally spent in travelling from the employee's home to his or her usual place of duty and returning.

18.6 District allowance

18.6.1 The following district allowances will apply to employees, in addition to the appropriate weekly wage rate prescribed hi 16.2.

18.6.2 Regular part-time employees will be paid a pro rata amount based on their ordinary hours worked divided by 38.

18.6.3 Casual employees will receive per hour 1/3 8th of the appropriate district allowance.

18.6.4 The district allowances prescribed hi this clause will not be used in the calculation of overtime payments or shiftwork premiums.

18.6.5 The district allowances are as follows:

18.6.5(a) Western Australia

[18.6.5(a)(i) substituted PR947419; PR960151 ppc 06Jul05 (ppc 01 Aug05 for Victorian employers bound to apply the terms of this award by PJR950684)]

18.6.5(a)(i) Where an employee is required to perform work hi an area of Western Australia as prescribed, the employee will be paid:

TOWN	PER WEEK
Agnew	\$17.30
Argyle	\$45.60
Balladonia	\$17.40
Barrow Island	\$29.70
Boulder	\$7.20
Broome	\$27.70
Bullfinch	\$8.20
Carnarvon	\$14.20
Cockatoo Island	\$30.40
Coolgardie	\$7.20
Cue	\$17.70
Dampier	\$24.00
Denham	\$14.20
Derby	\$28.80
Esperance	\$5.20
Eucla	\$19.40
Exmouth	\$25.00

Fitzroy Crossing	\$34.80
Goldsworthy	\$15.40
Halls Creek	\$39.90
Kalbarri	\$6.00
Kalgoorlie	\$7.20
Kambalda	\$7.20
Karratha	\$28.60
Koolan Island	\$30.40
Koolyanobbing	\$8.20
Kununurra	\$45.60
Laverton	\$17.60
Learmonth	\$25.00
Leinster	\$17.30
Leonora	\$17.60
Madura	\$18.40
Marble Bar	\$43.80
Meekatharra	\$15.20
Mount Magnet	\$19.00
Mundrabilla	\$18.90
Newman	\$16.60
Norseman	\$14.90
Nullagine	\$43.70
Onslow	\$29.70
Pannawonica	\$22.40
Paraburdoo	\$22.30
Port Hedland	\$23.90
Ravensthorpe	\$9.20
Roebourne	\$32.90
Sandstone	\$17.30
Shark Bay	\$14.20
Shay Gap	\$15.40
Southern Cross	\$8.20
Telfer	\$40.50
Teutonic Bore	\$17.30
Tom Price	\$22.30
Whim Creek	\$28.40
Wickham	\$27.60
Wiluna	\$17.60
Wittenoom	\$38.70
Wyndham	\$42.90

18.6.5(a)(ii) Except as provided in 18.6.5(a)(iv), a single employee will be paid 50% of the prescribed allowance in 18.6.5(a)(i).

18.6.5(a)(iii) An employee, whose spouse is employed by the same employer and who is entitled to an allowance of a similar kind to that prescribed in 18.6.5(a)(i), will be paid 50% of the allowance prescribed.

18.6.5(a)(iv) Where an employee is provided with board and lodging by the employer, the employee will be paid 1/3rd of the allowance prescribed.

18.6.5(a)(v) Junior or casual employees receiving less than the 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.

18.6.5(a)(vi) Where an employee is on annual leave or receives payment in lieu of annual leave, the employee will be paid the location allowance, for the period of such leave, to which the employee would ordinarily be entitled.

18.6.5(a)(vii) Where an employee is on long service leave, or other approved leave with pay (other than annual leave), the employee will be paid a location allowance for the period of such leave, when the employee remains in the location in which he or she is employed.

18.6.5(a)(viii) For the purposes of this clause, a married employee includes:

* a person who has a de facto spouse; and

* a person who is a sole parent with dependent children.

18.6.5(a)(ix) Where an employee is employed in a town or location not specified in this clause, the allowance payable for the purpose of 18.6.5(a)(i), will be such amount as may be agreed between the Union and the employers to this award, or failing such agreement, as may be determined by the Commission.

18.6.5(a)(x) Prior to any such agreement or determination, the employer must pay the employee an amount equivalent to the district allowance in force under this award for that town or location on 1 June 1980.

18.6.5(a)(xi) Nothing in this award has the effect of reducing any location allowance payable to any employee as at 2 July 1992 whilst that employee remains employed by their present employer.

18.6.5(a)(xii) That part of the district allowances for Western Australian representing prices must be varied from the beginning of the first pay period commencing on or after 1 July each year in accordance with:

18.6.5(a)(xii)(1) the making of a general order pursuant to s.50 of the

Industrial Arbitration Act of Western Australia (as varied from time to time); or

18.6.5(a)(xii)(2) if no order is made, then 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 10 cents.

18.6.5(b) Queensland

[18.6.5(b) varied by PR934021 PR947419; PR960151 ppc 06Jul05 (ppc 01Aug05 for Victorian employers bound to apply the terms of this award by PR950684)]

Where an employee is required to perform work in one of the following areas of Queensland as prescribed, the employee will be paid:

Region	Adults Per Week	Juniors Per Week
	\$	\$
Southern division		
Western district	1.42	0.72
Mackay division	1.25	0.61
Northern division		
Eastern district	1.44	0.72
Western district	4.47	2.23

18.6.5(c) Northern Territory

[18.6.5 varied by PR934021 PR947419; PR960151 ppc 06Jul05 (ppc 01Aug05 for Victorian employers bound to apply the terms of this award by PR950684)]

18.6.5(c)(i) Where an employee is required to perform work in the Northern Territory, the employee will be paid:

	\$
North of the 20th parallel of south latitude	21.46
South of the 20th parallel of south latitude	8.65

18.6.5(c)(ii) Juniors will receive the appropriate percentage, as prescribed in 16.2.2, of the above allowance.

18.7 Northern Territory - special conditions

An adult employee will, after each two year period of continuous employment with the same employer, be reimbursed return first class airfares to the place of the employee's engagement within Australia.

19. ACCIDENT MAKE-UP PAY

The provisions of common rule awards or determinations for employees in the State or Territory concerned, or where not prescribed, the appropriate legislation, will apply.

20. SUPERANNUATION

20.1 Superannuation legislation

The subject of superannuation is dealt with extensively by legislation including the Superannuation Guarantee (Administration) Act 1992, the Superannuation Guarantee Charge Act 1992, the Superannuation Industry (Supervision) Award 1993 and the Superannuation (Resolution of Complaints) Act 1993. This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties in addition to the terms of this award.

20.2 Definitions

In this clause, the following definitions apply:

20.2.1 Nominated fund means the CARE Superannuation Fund.

20.2.2 Approved fund means a complying superannuation fund as that term is used in the superannuation legislation.

20.2.3 Ordinary time earnings means the classification rate, including supplementary payment where relevant, overaward payment and shift loading.

20.3 Fund membership

20.3.1 An employer must be an employer member of the nominated fund or an approved Fund.

20.3.2 On becoming an employer member of a fund, the employer must advise the employees of the particulars of the fund. If the employer's chosen fund is the nominated fund the employees must apply to become employee members of the fund. If the employer's chosen fund is an approved Fund an employee may either apply to become a member of that fund or require the employer to become a member of the nominated fund and then apply to become a member of that fund.

20.4 Employer contributions

An employer must, in accordance with governing rules of the relevant Fund, make such superannuation contributions for the benefit of an employee as will avoid the employer being required to pay superannuation guarantee charge under the superannuation legislation with respect to that employee. For the purposes of the superannuation legislation, an employee's ordinary time earnings are intended to provide that employee's notional earnings base.

20.5 Exemptions

This clause does not apply to those employees covered by the Clerks (Air Freight Forwarding and Customs Clearing Industry) Superannuation Award 1987 [Print G9689 [AW772264]] or any award made in substitution of that award.

20.6 Respondency

An employer who subsequently becomes bound by this provision must apply to become an employer member of the nominated fund or an approved fund within one month of becoming bound by this award.

PART 6 - HOURS OF WORK, BREAKS OVERTIME, SHIFTWORK, WEEKEND WORK

21. HOURS OF WORK

21.1 Ordinary hours of work

21.1.1 Subject to 21.3, the ordinary hours of work are to be an average of 38 hours per week.

21.1.2 The ordinary hours of work prescribed may be worked on any day or all of the days of the week, Monday to Friday but not exceeding eight hours exclusive of meal breaks will be worked on any day without payment of overtime.

21.2 Spread of ordinary hours

21.2.1 The starting and finishing times of an employee's ordinary hours of work will be within the following spread of hours:

21.2.1(a) between 7.30 a.m. and 6.00 p.m.;

21.2.1(b) in the case of employees who are working in direct association with other employees who ordinarily commence duty earlier than 7.30 a.m., the spread of hours shall be between 6.30 a.m. and 5.30 p.m.

21.2.2 An employer in the State of New South Wales may fix the regular starting time of employees not being shift workers as defined in clause 22 - Shiftwork, between the hours of 4.30 a.m. and 7.30 a.m. Employees engaged under this provision will be paid 10% in addition to the ordinary rates of pay prescribed by 16.2.

21.2.3 Starting and finishing times once fixed will not be altered without seven days notice being given by the employer to the employee. Once having been determined the starting and finishing times may be varied by agreement between the employer and the employee to suit the circumstances of the establishment or, in the absence of agreement, by seven days notice of alteration given by the employer to the employee.

21.3 Methods of arranging ordinary working hours

21.3.1 The method of arranging the ordinary hours of work may be any one of the following:

21.3.1(a) by employees working less than the eight ordinary hours each day; or

21.3.1(b) by employees working less than eight ordinary hours each day on one or more days each week; or

21.3.1(c) by fixing one week day on which all employees will be off during a particular work cycle; or

21.3.1(d) by rostering employees off on various days of the week during that cycle.

21.3.2 An employer may require employees to work ordinary hours over five days Monday to Friday inclusive of not more than 7 hours 36 minutes continuously except for meal breaks, in the following circumstances:

21.3.2(a) where, prior to the operation of the 38 hour week, an employer has entered into arrangements with a client for the provision of services on a permanent or contractual basis extending over each of the five days of each week Monday to Friday inclusive it is agreed such arrangements would be prejudiced by the requirement that rostered days or part days off be taken on any day or all such days of the week; or

21.3.2(b) where any employer can demonstrate that the business is likely to be severely disrupted or is likely to suffer hardship as a result of the introduction of the reduced working week on the basis provided in 21.3.1(b), 21.3.1(c) and 21.3.1(d).

21.4 Make-uptime

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 ordinary rates.

21.5 Rostered days off

21.5.1 Providing for a normal rostered day off

21.5.1(a) A rostered day off may be provided by employees working to a roster drawn up in each location providing for nineteen days each of a maximum of eight hours over a continuous four week period.

21.5.1(b) Each employee will take his or her rostered day off in accordance with the roster.

21.5.1(c) Rostered days off may be accumulated to a maximum of ten days over a 40 week period.

21.5.1(d) An employee's normal rostered day off may be changed during a roster period by agreement between the employer and the employee or in the absence of agreement by the employer giving two working days notice of such alteration, to the employee.

21.5.2 Calculation of payment and accumulation

For each of the nineteen days worked as prescribed in 21.5.1, employees will work up to a maximum of eight ordinary hours of work, and payment will be for a maximum of 7 hours and 36 minutes per day with accrual for entitlement for a rostered day off being made on the basis of a maximum of 24 minutes per day.

21.5.3 Absences from duty

21.5.3(a) Where an employee is absent from duty (other than annual leave, long service leave, public holidays, personal leave, parental leave, accident make-up pay up to five days or jury service) the employee for each day absent will lose average pay for each such day calculated by dividing the average weekly rate by five.

21.5.3(b) An employee who is absent for part of a day will lose average pay for each hour the employee is absent by dividing the employee's average weekly rate by 38.

21.5.3(c) An employee who is absent from duty will not accrue the entitlement for a normal rostered day off. The employee will take the day off as rostered but will be paid, in respect of the week during which the rostered day off is taken the employee's weekly pay less an amount calculated according to the following formula:

(Number of days absent during cycle x daily accrual entitlement)	x	Average ordinary weekly pay
		38

(where the daily accrual entitlement is that outlined in 21.5.2)

21.5.3(d) Where an employee takes long service leave, entitlement to accrue towards a rostered day off will cease. The employee will be paid the value of accrued entitlement outstanding on the last day of work prior to taking long service leave.

21.5.4 Workers absent as a result of incapacity

An employee absent from work by virtue of an incapacity which has resulted from an injury received under circumstances which entitle an employee to receive workers compensation does not accrue rostered day off entitlements during the period of absence. Upon resumption of work the entitlement period for accrual will resume and the employee will be entitled to take a rostered day off when such accrual is complete.

21.5.5 Substitute days

21.5.5(a) An employer may substitute an employee's rostered day off for another day in the case of breakdown of plant and equipment or a failure or shortage of electric power or to meet the requirements of the business, or some other emergency situation.

21.5.5(b) An individual employee, with the agreement of the employer, may substitute the day to take off for another day.

22. SHIFTWORK

22.1 General

22.1.1 Shiftwork may be worked where an employee is required to work in direct association with or in conjunction with other employees who are working shiftwork directly connected with the handling of goods in the road transport industry and where the working of shifts by employees is an essential part of the operation.

22.1.2 The provisions of this clause do not apply to the performance of work in or in connection with electronic data processing, which is subject to a separate agreement between the parties.

22.2 Definitions

For the purposes of this award:

22.2.1 Afternoon shift means any shift finishing after 6.00 p.m. and at or before midnight.

22.2.2 Night shift means any shift finishing after midnight and at or before 8.00 a.m.

22.2.3 Permanent night shift means a night shift which does not rotate with another shift or shifts or day work and which continues for a period of not less than four consecutive weeks.

22.3 Special provisions for working shiftwork 22.3.1 Hours of work

22.3.1(a) Subject to the provisions of 21.3 and 21.5, the ordinary hours of work of shift workers will not exceed an average of 38 per week to be worked in shifts not exceeding eight hours on any of the days of the week Monday to Friday inclusive.

22.3.1(b) Ordinary hours will be worked continuously except for a crib time.

22.3.2 Rosters

22.3.2(a) There will be a shift roster which will provide for rotation unless agreed otherwise between the employer and the majority of shift workers at the enterprise concerned.

22.3.2(b) Shift rosters will specify the commencing time and finishing times of ordinary working hours of the respective shift. A copy of the shift roster will be kept posted in a prominent place.

22.3.2(c) The shift roster will not be altered unless seven days notice is given.

22.3.3 Method of working shifts

The method of working shifts may be varied by agreement between the employer and the majority of employees, to suit the circumstances of the establishment.

22.3.4 Additional payments for ordinary work hours

22.3.4(a) Monday to Friday

A shift worker will for all work done during ordinary hours of any shift be paid in addition to the ordinary rates prescribed by 16.2, the following additional percentages:

Shift	AT THE RATE OF
Afternoon shift	17%
Night shift	20%
Permanent night shift	30%

22.3.4(b) Saturdays, Sundays and public holidays

22.3.4(b)(i) Employees undertaking shift work (as defined in 22.2) on a Saturday, Sunday or public holiday will be paid in accordance with the relevant provisions in clause 24 - Saturday, Sunday and public holiday rates.

22.3.4(b)(ii) Where ordinary shift hours commence between 11.00 p.m. and midnight on a Sunday or public holiday, the ordinary time worked before midnight will not entitle the shift worker to the Sunday or public holiday rate.

22.3.4(b)(iii) The time worked by a shift worker commencing before midnight on the day preceding a Sunday or public holiday and extending into a Sunday or a public holiday will be regarded as time worked on the Sunday or public holiday.

22.3.4(c) Meal break

At least twenty minutes will be allowed to a shift worker, for a meal during each shift before the expiration of five hours. Such meal break will be regarded as time worked.

22.4 Restrictions on shiftwork

22.4.1 No employee under eighteen years of age will be employed on shiftwork.

22.4.2 No employee under 21 years of age will be employed on night shift.

23. BREAKS

23.1 Meal period

23.1.1 A meal break of not less than 30 minutes and not more than one hour will be allowed to each employee.

23.1.2 The meal break will be taken no later than five hours after the employee commences work.

23.1.3 Overtime rates will be paid to an employee, for work done at the direction of the employer during the employee's meal period and for all further work until a meal period is allowed.

23.2 Rest periods

Customs and practices existing as at the commencement of this award will continue.

24. SATURDAY, SUNDAY AND PUBLIC HOLIDAY RATES

24.1 Saturday work

An employee will be paid a minimum of four hours at overtime rates for work performed on a Saturday.

24.2 Sunday and public holiday work

24.2.1 An employee will be paid a minimum of four hours at the rate of double time for work done on a Sunday.

24.2.2 An employee required to work on a public holiday or substitute day as provided in clause 29 - Public holidays, will be paid a minimum of four hours at the rate of double time and one half provided the employee is available for work during this period.

24.2.3 The penalty rates prescribed in this clause are in substitution for and not cumulative on the shift allowances prescribed in 22.3.4(a).

25. OVERTIME

25.1 Payment for working overtime

25.1.1 An employee will be paid overtime at the rate of time and a half for the first two hours and double time thereafter for all time worked:

25.1.1(a) in excess of the employee's ordinary hours per day or per week;

25.1.1(b) before the normal commencement time on any day; or

25.1.1(c) after the normal finishing time on any day.

25.1.2 In computing overtime for an employee each day's work stands alone.

25.2 Saturday work

A shift worker will be paid for a minimum of four hours work when required to work on a Saturday except when overtime is continuous with the employee's regular shift hours.

25.3 Sunday and holiday work

The rates set out in clause 24 - Saturday, Sunday and public holiday rates, will apply to employees working overtime on a Sunday or public holiday.

25.4 Special rates not cumulative

The penalty rates prescribed in this clause are in substitution for and not cumulative on the shift allowances prescribed in 22.3.4.

25.5 Meal allowance

A shift worker required to work overtime in excess of one hour on any shift will be paid a meal allowance as prescribed in 18.1. If overtime exceeds five hours on any shift a further meal allowance will be paid.

25.6 Rest break

25.6.1 An employee working overtime will be allowed a crib time of twenty minutes without deduction of pay after each four hours of overtime worked if the employee continues work after such crib break.

25.6.2 Unless the period of overtime is less than one and a half hours an employee before starting overtime after working ordinary hours will be allowed a meal break of twenty minutes which will be paid for at ordinary rates. An employer and the employee may agree to any variation of this provision to meet the circumstances of the work in hand provided that the employer will not be required to make any payment of any time allowed in excess of twenty minutes.

25.7 Rest period after overtime

25.7.1 An employee after the completion of overtime work performed on the specific instruction of the employer, after the usual ceasing time will be entitled to be absent, until the employee has had ten consecutive hours off duty without deduction of pay for ordinary time of duty occurring during such absence.

25.7.2 If on the instructions of the employer, an employee resumes work without having had ten consecutive hours off duty, the employee will be paid at the rate of double time until the employee is relieved from duty. The employee will then be entitled to be absent until the employee has had ten consecutive hours off duty without deduction of pay for ordinary time off duty occurring during the absence.

25.8 Return to duty

Where an employee is required to return to duty after the employee's usual finishing time for that day the employee is entitled to be paid at the overtime rates provided in 25.1, but will receive a minimum payment as for three hours work. This clause does not apply where the work is continuous (subject to a meal break of not more than one hour) with the completion of ordinary working time.

25.9 Time off in lieu of payment for overtime

25.9.1 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.

25.9.2 Overtime taken as time off during ordinary time hours will be taken at the ordinary time rate, that is an hour for each hour worked.

25.9.3 An employer will, if requested by the employee, provide payment, at the rate provided for the payment of overtime in the award, for any overtime worked under 25.1.1 where such time has not been taken within four weeks of accrual.

25.10 Transport of employee

The employer shall provide the employee with transport to or from his or her usual place of residence or the place where he or she leaves his or her own mode of transport when he or she works authorised overtime:

25.10.1 and the usual or reasonable means of transport are not available; or

25.10.2 where the overtime is performed before 6.30 a.m. or after 8.00 p.m.

PART 7 - TYPES OF LEAVE AND PUBLIC HOLIDAYS

26. ANNUAL LEAVE

26.1 Period of annual leave

In addition to the public holidays prescribed in clause 29 - Public holidays, an employee, other than a casual employee, will be entitled to leave of absence on full pay for a period equal to four working weeks for each continuous twelve months' service (less the period of annual leave) with an employer.

26.2 Payment for period of annual leave

Before an employee proceeds on annual leave he or she will be paid any monies then due in respect of the annual leave being taken or which may accrue due during the period of leave.

26.3 Annual leave loading

26.3.1 On taking a period of annual leave an employee will be paid a loading at his or her ordinary rate of pay for each completed year of service for which annual leave is payable, as follows:

26.3.1(a) Day workers

An employee who would have worked on day work only had the employee not been on leave - a loading of 17.1/2%.

26.3.1(b) Shift workers

An employee who would have worked on shift work had the employee not been on leave - the greater of:

26.3.1(b)(i) a loading of 17.1/2%; or

26.3.1(b)(ii) the shift loading as prescribed in 22.3.4, that would have been payable for the shifts worked had the employee not been on leave.

26.3.2 The loadings prescribed by this clause, will not apply to proportionate leave on termination, but will apply to full periods of leave accrued.

26.3.3 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.

26.4 Time of taking annual leave

Annual leave will be taken at a time mutually agreed upon between the employer and the employee, or in the absence of agreement at a time fixed by the employer within a period not exceeding six months from the date when the right to annual leave accrued and after not less than six weeks notice to the employee.

26.5 Annual leave in one or more separate periods

26.5.1 Annual leave may, by agreement between the employer and the employee, be taken in one, two or three separate periods, one of which will be not less than two weeks.

26.5.2 An employee may elect, with the consent of the employer, to take annual leave in single day periods not exceeding a total of five days in any calendar year at a time or times agreed between them.

26.6 Annual leave allowed before due date

An employer may allow an employee to take annual leave in advance before the annual leave becomes due. In such a case, a further period of annual leave will not commence to accrue until after the expiration of the twelve months in respect of which annual leave has been taken before it accrued.

26.7 Rostered days off

26.7.1 Upon an employee taking annual leave, the work cycle in respect of which the employee becomes entitled to a weekly accrual for a rostered day off pursuant to 21.5, will be suspended and the employee will not be entitled to further accrual until the employee's return from annual leave.

26.7.2 Upon resumption of work, the entitlement of accrual will resume and the employee will be entitled to be rostered to take a day off, and so will take a rostered day off upon completing the balance of the work cycle.

26.8 Annual leave on termination of engagement

26.8.1 Should an employee not complete twelve months service he or she will on the termination of engagement be entitled to pay on the basis of one twelfth of the total amount paid as ordinary rate of pay from the date of engagement.

26.8.2 In the computation of pro rata annual leave, the period of any previous annual leave which may be involved will be computed as a period of service.

26.9 Records of annual leave

An employer must, for each employee, keep or cause to be kept an annual leave record showing the date of commencement of employment, the date on which the last leave became due, and the date upon which the last leave was taken.

27. PERSONAL LEAVE

The provisions of this clause apply to full-time and regular part-time employees, but do not apply to casual employees.

27.1 Amount of paid personal leave

27.1.1 Paid personal leave will be available to an employee when they are absent due to:

* personal illness or injury (sick leave); or

* for the purposes of caring for an immediate family or household member that is sick and requires the employee's care and support (carer's leave); or

* because of bereavement on the death of an immediate family or household member (bereavement leave).

27.1.2 The amount of personal leave to which an employee is entitled depends on how long he or she has worked for the employer and accrues as follows:

Length of time worked for the employer	PERSONAL LEAVE (HOURS)
Less than 1 month	16
1 month to less than 2 months	21.07
2 months to less than 3 months	26.14
3 months to less than 4 months	31.21
4 months to less than 5 months	36.28
5 months to less than 6 months	41.35
6 months to less than 7 months	46.42
7 months to less than 8 months	51.49
8 months to less than 9 months	56.56
9 months to less than 10 months	61.63
10 months to less than 11 months	66.70
11 months to less than 12 months	71.77
12 months	76.8
Each year thereafter	76.8

27.1.3 In any year unused personal leave accrues by the lesser of:

27.1.3(a) 60.8 less the amount of sick leave and carer's leave taken during the year; or

27.1.3(b) the balance of that year's unused personal leave.

27.2 Immediate family or household

27.2.1 The entitlement to carer's or bereavement leave is subject to the person in respect of whom the leave is taken being either:

27.2.1(a) a member of the employee's immediate family; or 27.2.1(b) a member of the employee's household.

27.2.2 The term immediate family includes:

27.2.2(a) spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse means a person of the opposite sex to the employee who lives with the employee as his or her husband or wife on a bona fide domestic basis; and

27.2.2(b) child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

27.3 Sick leave

27.3.1 Definition

Sick leave is leave to which an employee, other than a casual employee, is entitled without loss of pay because of his or her personal illness or injury.

27.3.2 Entitlement

27.3.2(a) The amount of paid personal leave an employee may take as sick leave depends on how long he or she has worked for the employer and accrues as follows:

Length of time worked for the employer	RATE OF ACCRUAL OF PAID SICK LEAVE (HOURS)
Less than 1 month	0
1 month to less than 2 months	5.07
2 months to less than 3 months	10.14
3 months to less than 4 months	15.21
4 months to less than 5 months	20.28
5 months to less than 6 months	25.35
6 months to less than 7 months	30.42
7 months to less than 8 months	35.49
8 months to less than 9 months	40.56
9 months to less than 10 months	45.63
10 months to less than 11 months	50.7
11 months to less than 12 months	55.77
12 months	60.8
Each year thereafter	60.8

27.3.2(b) If sick leave as prescribed above is not taken in any year, it will, provided an employee remains in the service of the one employer or any successor of the employer, be cumulative from year to year.

27.3.2(c) An employee is entitled to use accumulated personal leave for the purposes of sick leave where the current year's sick leave entitlement has been exhausted.

27.3.3 Employee must give notice

An employee will, as early as practicable and within 24 hours of the commencement of absence due to illness or injury, inform the employer of his or her inability to attend for duty and as far as practicable, state the nature of the illness or injury and the estimated duration of the absence.

27.3.4 Evidence supporting claim

27.3.4(a) An employee will produce or forward within 48 hours of the commencement of the absence, evidence satisfactory to the employer that his or her non-attendance was due to personal illness or injury necessitating such absence. This may include a statutory declaration in the case of single day absences in excess of two days per year.

27.3.4(b) Two single day absences per year may be taken without the necessity to provide a doctor's certificate or statutory declaration.

27.3.5 The effect of workers' compensation

27.3.5(a) An employee will not be entitled to sick leave on full pay for any period in respect of which the employee is entitled to workers' compensation.

27.3.5(b) However, an employer will pay to an employee who has a sick leave entitlement under this subclause, the difference between the amount received for workers' compensation, and full pay in respect of any period in which the employee is not entitled to accident pay as prescribed by clause 19 - Accident make-up pay.

27.3.5(c) If an employer pays the difference as specified in 27.3.5(b), the employee's sick leave entitlement will be proportionately reduced.

27.4 Bereavement leave

27.4.1 Paid leave entitlement

An employee is entitled to a maximum of two days paid bereavement leave on each occasion.

27.4.2 Notification requirements

Proof of death must be provided to the satisfaction of the employer, if requested.

27.5 Carer's leave

27.5.1 Paid leave entitlement

27.5.1(a) An employee is entitled to use up to five days personal leave each year as carer's leave to care for members of their immediate family or household who are sick and require care and support.

27.5.1(b) The entitlement to use carer's leave is subject to the employee being responsible for the care of the person concerned. In normal circumstances an employee must not take carer's leave under this clause where another person has taken leave to care for the same person.

27.5.2 Notification requirements

27.5.2(a) The employee must, if required by the employer, establish by production of a medical certificate or statutory declaration, the illness of the person concerned is such as to require care by another.

27.5.2(b) The employee must, where applicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee must notify the employer by telephone of such absence at the first opportunity on the day of absence.

27.5.3 Unpaid carer's leave

An employee may take unpaid carer's leave by agreement with the employer.

28. PARENTAL LEAVE

Subject to the terms of this clause employees are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child.

The provisions of this clause apply to full-time, part-time and eligible casual employees, but do not apply to other casual employees.

An eligible casual employee means a casual employee:

(a) employed by an employer on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months; and

(b) who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.

For the purposes of this clause, continuous service is work for an employer on a regular and systematic basis (including any period of authorised leave or absence).

An employer must not fail to re-engage a casual employee because:

(a) the employee or employee's spouse is pregnant; or

(b) 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.

28.1 Definitions

28.1.1 For the purpose of this clause child means a child of the employee under the age of one year except for adoption of a child where 'child' means a person under the age of five years who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.

28.1.2 Subject to 28.1.3, in this clause, spouse includes a de facto or former spouse.

28.1.3 In relation to 28.5, spouse includes a de facto spouse but does not include a former spouse.

28.2 Basic entitlement

28.2.1 After twelve months continuous service, parents are entitled to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child. For females, maternity leave may be taken and for males, paternity leave may be taken. Adoption leave may be taken in the case of adoption.

28.2.2 Subject to 28.3.6, parental leave is to be available to only one parent at a time, in a single

unbroken period, except that both parents may simultaneously take:

28.2.2(a) for maternity and paternity leave, an unbroken period of up to one week at the time of the birth of the child;

28.2.2(b) for adoption leave, an unbroken period of up to three weeks at the time of placement of the child.

28.3 Maternity leave

28.3.1 An employee must provide notice to the employer in advance of the expected date of commencement of parental leave. The notice requirements are:

28.3.1(a) of the expected date of confinement (included in a certificate from a registered medical practitioner stating that the employee is pregnant) - at least ten weeks;

28.3.1(b) of the date on which the employee proposes to commence maternity leave and the period of leave to be taken - at least four weeks.

28.3.2 When the employee gives notice under 28.3.1 (a) the employee must also provide a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.

28.3.3 An employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.

28.3.4 Subject to 28.2.1 and unless agreed otherwise between the employer and employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of birth.

28.3.5 Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, an employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.

28.3.6 Special maternity leave

28.3.6(a) 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 the employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.

28.3.6(b) Where an employee is suffering from an illness not related to the direct consequences of the confinement, an employee may take any paid sick leave to which she is entitled in lieu of, or in addition to, special maternity leave.

28.3.6(c) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take any paid sick leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of paid sick leave, special maternity leave and parental leave, including parental leave taken by a spouse, may not exceed 52 weeks.

28.3.7 Where leave is granted under 28.3.4, during the period of leave an employee may return to work at any time, as agreed between the employer and the employee provided that time does not exceed four

weeks from the recommencement date desired by the employee.

28.4 Paternity leave

28.4.1 An employee will provide to the employer at least ten weeks prior to each proposed period of paternity leave, with:

28.4.1(a) a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place; and

28.4.1(b) written notification of the dates on which he proposes to start and finish the period of paternity leave; and

28.4.1(c) a statutory declaration stating:

28.4.1(c)(i) he will take that period of paternity leave to become the primary care-giver of a child;

28.4.1(c)(ii) particulars of any period of maternity leave sought or taken by his spouse; and

28.4.1(c)(iii) that for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

28.4.2 The employee will not be in breach of 28.4.1 if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

28.5 Adoption leave

28.5.1 The employee will notify the employer at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.

28.5.2 Before commencing adoption leave, an employee will provide the employer with a statutory declaration stating:

28.5.2(a) the employee is seeking adoption leave to become the primary care-giver of the child;

28.5.2(b) particulars of any period of adoption leave sought or taken by the employee's spouse; and

28.5.2(c) that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.

28.5.3 An employer may require an employee to provide confirmation from the appropriate government authority of the placement.

28.5.4 Where the placement of child for adoption with an employee does not proceed or continue, the employee will notify the employer immediately and the employer will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.

28.5.5 An employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.

28.5.6 An employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The employee and the employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to two days unpaid leave. Where paid leave is available to the employee, the employer may require the employee to take such leave instead.

28.6 Variation of period of parental leave

Unless agreed otherwise between the employer and employee, an employee may apply to their employer to change the period of parental leave on one occasion. Any such change to be notified at least four weeks prior to the commencement of the changed arrangements.

28.7 Parental leave and other entitlements

An employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks.

28.8 Transfer to a safe job

28.8.1 Where an employee is pregnant and, in the opinion of a registered 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 will, if the 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.

28.8.2 If the transfer to a safe job is not practicable, the employee may elect, or the employer may require the employee to commence parental leave for such period as is certified necessary by a registered medical practitioner.

28.9 Returning to work after a period of parental leave

28.9.1 An employee will notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.

28.9.2 Subject to 28.9.3, an employee will be entitled to the position which they held immediately before proceeding on parental leave, in the case of an employee transferred to a safe job pursuant to 28.8, the employee will be entitled to return to the position they held immediately before such transfer.

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

28.9.3 An eligible casual employee who is employed by a labour hire company who performs work for a client of the labour hire company will be entitled to the position which they held immediately before proceeding on parental leave.

Where such a position is no longer available, but there are other positions available that the employee is qualified for and is capable of performing, the employer shall make all reasonable attempts to return the employee to a position comparable in status and pay to that of the employee's former position.

28.10 Replacement employees

28.10.1 A replacement employee is an employee specifically engaged or temporarily promoted or

transferred, as a result of an employee proceeding on parental leave.

28.10.2 Before an employer engages a replacement employee the employer must inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

29. PUBLIC HOLIDAYS

29.1 Prescribed public holidays

29.1.1 An employee, other than a casual, will be entitled to the following public holidays without loss of pay:

- * New Year's Day;
- * Australia Day;
- * Good Friday;
- * Easter Saturday;
- * Easter Monday;
- * Anzac Day;
- * Birthday of the Sovereign;
- * Labour Day;
- * Christmas Day; and
- * Boxing Day (except in South Australia, where Proclamation Day will apply).

29.1.2 In addition to the public holidays prescribed in 29.1.1, full-time employees are entitled to one additional public holiday without loss of pay. The additional public holiday which applies in each State is:

29.1.2(a) Northern Territory

The day shall be Picnic day.

29.1.2(b) Queensland

The day shall be Exhibition Day or local show day.

29.1.2(c) Victoria

29.1.2(c)(i) Within 40 kilometres of the GPO Melbourne - Melbourne Cup Day.

29.1.2(c)(ii) In any other district - one day for which a whole or part holiday for the public service is gazetted for the district or, in default thereof, a day agreed to by the employer and the majority of employees concerned.

29.1.2(d) South Australia

The day shall be the third Monday in May (Adelaide Cup Day).

29.1.2(e) Tasmania

The day shall be allowed on Regatta Day in Southern Tasmania and on Bank Holiday in Northern Tasmania.

29.1.2(f) Western Australia

The day shall be allowed on Foundation Day (State).

29.1.2(g) New South Wales

One additional day or equivalent as arranged between the parties.

29.1.2(h) Canberra

One additional day or equivalent as arranged between the parties.

29.2 Public holidays falling on a weekend

29.2.1 When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof will be observed on 27 December.

29.2.2 When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof will be observed on 28 December.

29.2.3 When New Year's Day or Australia Day is a Saturday or a Sunday, a holiday in lieu thereof will be observed on the following Monday.

29.3 Prescription of additional days

Where in a State, Territory or locality, public holidays are declared or prescribed on days other than those set out in 29.1 and 29.2, those days will constitute additional holidays for the purpose of this award.

29.4 Substitution of other days

29.4.1 An employer, with the agreement of the majority of employees, may substitute another day for any prescribed in this clause.

29.4.2 An agreement pursuant to 29.4.1, will be recorded in writing and be available to every affected employee.

30. JURY SERVICE

30.1 An employee required to attend for jury service during his or her ordinary hours of work, will be reimbursed by the employer an amount equal to the difference between the amount paid in respect of the employee's attendance for such jury service and the amount of wage the employee would have worked had the employee not been on jury service.

30.2 An employee will notify his or her employer as soon as possible of the date upon which he or she is required to attend for jury service.

30.3 The employee will also give his or her employer proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

C. Leave is reserved to any party to apply to vary clause 4.4 of this award, under either Item 51 of the Workplace Relations and Other Legislation Amendment Act 1996 or s.113 of the Workplace Relations Act 1996.

BY THE COMMISSION:

SENIOR DEPUTY PRESIDENT