

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996
s.170LJ - Agreement with organisations of employees (Division 2)

Australian Municipal, Administrative, Clerical and Services Union

and

Virtual Communities Ltd
(AG2005/6073)

VIRTUAL COMMUNITIES & ASU ENTERPRISE AGREEMENT 2005

Clerical industry

COMMISSIONER WHELAN

MELBOURNE, 2 DECEMBER 2005

PREAMBLE

This application was heard by the Commission in Melbourne on 13 October 2005. The application was lodged out of time, however, pursuant to section 111(1)(r) of the Workplace Relations Act 1996 I have extended the time of lodgement to allow the agreement to be certified on the day. On the basis of the statutory declarations filed by the parties to the agreement and the submissions made at the hearing, I am satisfied that the relevant requirements of the Act and Rules have been met.

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 13 October 2005 and shall remain in force until 13 October 2008.

BY THE COMMISSION:

COMMISSIONER

Appearances:

S. Sanchez with J. Katsoulas for the Australian Municipal, Administrative, Clerical and Services Union.

B. Murphy for Virtual Communities Limited.

Hearing details:

2005.
Melbourne:
October 13.

VIRTUAL COMMUNITIES

&

ASU

ENTERPRISE AGREEMENT

2005

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1. Application

This agreement shall apply to all employees of Virtual Communities who are employed at Level 9, 14 Queens Road Melbourne, or any other workplace where Virtual Communities employees are engaged.

This agreement supersedes the agreement between Virtual Communities and the ASU entered into between the parties in 2003.

Both Virtual Communities Ltd and Virtual Communities employees (the employees) covered by this Agreement, recognise the need to continue the implementation of an appropriate minimum income and working conditions environment for Virtual Communities Employees. This Agreement satisfies that need.

2. Parties Bound

This agreement shall be binding on Virtual Communities Ltd, the Australian Services Union and employees of Virtual Communities Ltd as covered by the terms of the Clerical and Administrative Employees (Victorian) Award 1999.

3. Implementation

Wage increases provided for in this agreement are to be implemented progressively.

An increase of 4% to classification rates of pay is agreed. The new wage rates and revised classification structure will apply from the commencement of this agreement and as set out in the Classification Grade Structure contained in Clause 7.6

All workers covered by this agreement will have wage increases paid from 1 August 2004 unless otherwise agreed and consistent with the provisions of Clause 7 below.

This agreement will operate for a period of 3 years from date of certification by the AIRC.

This agreement specifically provides for review of wage rates during each year of the agreement and as provided for pursuant to the provisions of Clause 7 below.

Re-negotiation of the agreement is to commence within 3 months of the expiration date of the agreement.

4. Relationship to Parent Award

The parties agree that the Clerical and Administrative Employees (Victorian) Award, 1999, will be the basis of working conditions for Virtual Communities employees.

Where the Virtual Communities Agreement is silent on a matter, the Clerical and Administrative Employees (Victorian) Award shall apply.

The parties agree that the Clerical and Administrative Employees (Victorian) Award, 1999 will form an appendix to this agreement.

5. Commitment

This Agreement reflects the ongoing commitment of Virtual Communities and its employees to develop a reasonable standards operation and provides the basic conditions for a constructive relationship between Virtual Communities and its employees.

Virtual Communities and its employees have agreed to work together to develop a committed, flexible, and highly skilled workforce that is focused on customer service, optimum productivity and a working environment which is mutually rewarding to Virtual Communities and all of its employees.

6. Disputes Procedure

The parties agree that the disputes procedure contained in the Clerical and

	liaison and off-site demonstrations as required				where applicable
4 a.	Operations Coordinator	18.50	693.75	36,075.00	36,075.00
	Commencement Rate				
b.	Operations Coordinator	19.00	712.50	37,050.00	37,050.00
c.	Operations Coordinator with additional experience	20.00	750.00	39,000.00	39,000.00
5 a.	Account management <1 yr	20.50	768.75	40,074.00	Inclusive of 40,074.00 unusual hours
b.	Account management >12 months, < 2 yrs	21.55	806.25	42,029.00	Days in lieu for weekend work 42,029.00
c.	>2 yrs	22.50	843.75	43,875.00	Will also perform sales role when in the office (earn commissions) 43,875.00
6	Technical support	21.44	804.19	41,818.11	Call in Allowance 10% 45,999.92

Higher Duties

7.7 Workers will be remunerated for work performed at a higher level for more than one shift, at the rate of pay for the higher duty where:

- Performance of the higher duty is required to be performed and is authorised by the relevant department head or manager, and
- The person performing the higher duty has the necessary skill and experience to perform the higher category of work.
- The worker agrees to perform the higher duty,
- The requirement for and authorisation of higher duties is documented

Where a member of the sales team is required to do account management work (i.e. attend Union /Super conferences) they will receive pay based at Level 5(a) - see schedule. Time will be calculated in half and full day blocks.

Shift Work

7.8 As per award provisions for afternoon and night shift:

- Where the company determines to operate dedicated afternoon/evening or graveyard shifts, loadings to be as per the award provisions, which are 15% for afternoon shifts (finishing after 6 pm and before midnight) and 25% for graveyard/night shift (finishing after midnight and majority of hour worked before 7 am). Definitions as

per award.

b. Where the company determines to operate rotating shift across day and afternoon/evening work (finishing after 6 pm and before midnight) the loading to be 10% for all time worked. Rotating shifts may be worked by agreement between the company and the worker in ordinary hours over 7 days.

c. Where the company determines to operate Rotating Shifts the distribution of working hours across day, afternoon and weekend work will be equitably spread through the roster. This may be varied at the request of the employee subject to availability.

d. Ordinary hours for day workers available to be worked on the weekends consistent with the award provision.

Transfer to permanent positions

7.9 Casuals transferring from casual to full time or part time will accrue entitlements to sick leave, annual leave and LSL as worked from the date of transfer.

Casuals transferring to permanent full time or part time positions will have recognition of prior service where they have worked an average of 3 shifts or more over the preceding 12 months.

Part time flexibility

7.10 Part time flexibility:

a. The minimum hours for Permanent Part Time employees shall be set as those hours determined by Virtual Communities Ltd and the employees at the commencement of employment.

b. The maximum hours for Permanent Part Time employees shall not exceed 32 hours per week. An increase in the maximum hours of work can be agreed to in writing at least 24 hours prior to the hours required.

c. Rate of pay for overtime worked above the maximum part time hours shall receive a 50% loading or by agreement shall be compensated by way of time in lieu.

d. Time in lieu for overtime will be on the basis of hour for hour worked.

Hours of work

7.11 Hours of work to be 37.5 hrs. Spread of hours to be from 8am to 7 pm Monday to Sunday.

Staffing Levels

7.12 Staffing levels will be sufficient to ensure:

a. There are sufficient staff to effectively handle customer requirements,

b. Employees are able to attend training and staff meetings,

c. Leave and other absences are able to be covered,

d. Employees are able to manage work, family and community responsibilities.

GENERAL SECTION [This section applies generally to all staff]

8 Annual Leave Loading included in rates

8.1 Annual leave loading is not paid in addition; it is inclusive in the rates paid. Annual leave loading may be paid at the time of the taking of leave by agreement.

Where annual leave loading is to be paid at the time of taking of leave the weekly rates to be adjusted accordingly.

9 Period of Operation

9.1 The agreement to operate for 3 years from the date of certification.

10 Certification

10.1 The parties to this agreement agree to seek certification of the agreement by the AIRC.

11. Annual Leave

11.1 Annual leave to be taken at mutually agreed times.

12 Redundancy

12.1 In circumstances where employment is terminated as a result of redundancy the following amount of severance pay will be paid.

One Months Notice Plus

Period of continuous service	Severance Pay
3 months to less than 1 year	6 weeks pay
1 year and up to the completion of 2 years	8 weeks pay
2 years and up to the completion of 3 years	10 weeks pay
3 years and up to the completion of 4 years	11 weeks pay
4 years and over	12 weeks pay

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

12.2 Redeployment

Prior to redundancy, redeployment to alternative work opportunities must be considered. Redeployment shall be by agreement only. Where agreement is not reached, the redundancy provision will apply.

13. Notice of Termination by Employer

In order to terminate the employment of full time or part time employee the employee will be provided with the period of notice specified in the table below.

Period of continuous service	Notice
3 months to 6 months	2 weeks
Over 6 months	4 weeks

Unfair Dismissal

In any event, termination of employment by the employer shall not be harsh, unjust or unreasonable. For the purposes of this clause, termination of employment shall include termination with or without notice.

Without limiting the above, except where a distinction, exclusion or preference is based on the inherent requirements of a particular position, termination on the ground of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin, temporary absence from work because of illness and injury, trade union membership or trade union activities, including holding elected office within a trade union or acting as a representative of employees, the

filing of a complaint against the employer, refusing to negotiate in connection with making, extending terminating or varying an AWA, shall constitute a harsh unjust or unreasonable termination of employment.

Dispute Settling Procedures - Unfair Dismissal Claims

Any dispute in relation to unfair dismissal shall be dealt with in accordance with the Disputes Settling Clause in this Agreement. The final steps of that procedure will include reference of any unresolved dispute to the Australian Industrial Relations Commission for conciliation and/or arbitration.

If the dispute is arbitrated neither party to this agreement will raise any legal or technical impediments to the dispute being resolved by the AIRC in accordance with the terms of this clause and of the disputes settling clause in this Agreement. The dispute shall be dealt with on the substantive merits of the case.

The Commission may, in the event that it finds that the employee has been unfairly dismissed, re-instate the employee, compensate the employee for lost earnings and maintain the employee's continuity of service or, if the Commission finds that re-instatement is not desirable, order that the employer shall pay to the employee an amount of money in lieu of re-instatement.

The parties to this decision agree to accept the outcome of any arbitration as binding on them. An appeal to a Full bench of the Commission will be allowed. Parties shall pay their own costs.

Termination in case of redundancy

Where the employer wishes to terminate the employment of one or more employees due to redundancy as ordinarily understood, the provisions of this Agreement with regard to redundancy shall be observed by the employer.

Statement of Employment

The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of their employment and the classification of or the type of work performed by the employee.

14. Delegates' Rights

a. Paid union training leave will be available consistent with the award provision and as provided for in the dispute resolution clause of the Clerical and Administrative Employees Victorian Award. Additional delegates training leave to be available by agreement and subject to operational requirements.

b. Delegates will not be disadvantaged as a result of union involvement.

c. New employees shall be provided with a copy of this Agreement upon commencement and introduced to the ASU delegate(s). The employer will allow the ASU delegate(s) reasonable time for the purpose of discussing matters relating to this Agreement.

d. Delegates will have reasonable paid time during normal working hours to consult with and represent union members and attend meetings with the company regarding work place matters. Consultation with members to be done in a manner that ensures there is no undue interference with work.

15. Right of Entry

a. A duly accredited official of a union party to this agreement may enter any premises of an employer party to this agreement for the purposes of discussions with:

- Management, or
- Employees who are members of the union, or
- Eligible to be union members, and

who are covered by the terms of this agreement about this agreement or relevant award or any matter reasonably related to this agreement, a relevant award or about any other matter pertaining to the relationship between the employer and his or her employees.

b. For the purposes related to this agreement, an official of a union party to this agreement shall also have the right to inspect any work, item of plant or equipment, relevant document or record for the purposes of ensuring compliance with this agreement, a relevant Award underpinning this agreement, Act or Regulation or Order relevant to the operation of this agreement.

c. Employees may request and the employer will grant paid time for employees to meet with their industrial representatives to discuss any matters relating to this agreement. These meetings shall be held in paid time.

16. Hours of Work

Hours of work to be 37.5 hrs Monday to Sunday for Sales and Customer Service staff and Monday to Friday for other staff.

17. Maternity and Paternity Leave

a. Maternity leave: Twelve weeks paid maternity leave to be available to staff and consistent with general maternity leave provisions in the award.

b. Paternity leave: 2 weeks paid paternity leave to be available to staff consistent with the paternity leave provisions in the award.

18. Time in Lieu

Time off in lieu arrangements, by agreement, to be used for overtime or change to normally rostered hours. Overtime is to be authorised by the relevant department head or manager and documented.

Overtime is not applicable for classifications paid more than \$45k as indexed by subsequent wage increase contemplated in this agreement.

19. Superannuation

Virtual Communities will pay, as a minimum, the appropriate level of the Superannuation Guarantee Levy, which is currently 9% of wages into one of the following funds:

Superannuation Trust of Australia;
Australian Retirement Fund;
HESTA;

Staff will be provided with information regarding the above-mentioned funds on commencement and asked to nominate one of the above listed funds for the purpose of superannuation contributions pursuant to this clause.

This percentage rate will vary according to legislative provisions without the need to change this overall agreement.

Any variations due to legislation will be paid in addition to the overall employee remuneration package.

Employees may contribute additional amounts by way of salary sacrifice.

This may be varied by agreement (on a case by case basis for existing staff) where grounds are established that an individual would otherwise be significantly disadvantaged.

20. Salary Sacrifice

The pre-tax option of Superannuation Salary Sacrifice of employee contributions is available on a voluntary basis for individual employees. Should an employee elect to adopt superannuation salary sacrifice the employer superannuation contribution and the employee's salary will be adjusted accordingly.

Adoption of salary sacrifice for superannuation contributions is optional and does not prevent staff members from reverting to standard arrangements should they choose.

21. Death and Disability

Members of staff who elect to join one of the Industry Superannuation Funds are covered in the event of death or total and permanent disability 24 hours a day, 7 days a week whilst they remain in employment at Virtual Communities and a member of the Industry Superannuation Fund.

22. Allowances

22.1 Reimbursement of Fares

The employer must reimburse employees for any additional fares they incur because the employer requires them to work on a temporary basis at a different location from their usual one.

22.2 Travelling Allowance

An employee required by Virtual Communities business to be away from home is entitled to reimbursement of costs. All expenses properly incurred and approved on behalf of the company will be paid or reimbursed.

23. Sick Leave and Carer's Leave

23.1 Employees shall be entitled to leave on full pay in the event of personal illness or injury as follows;

- a. During the first year of employment 7 days
- b. During any subsequent years of service 10 days
- c. Sick leave will accumulate from year to year
- d. Sick leave is not paid out on termination

23.2 An additional 5 days paid per annum carer's leave will be available for the care of ill children or dependant family member. This leave is not cumulative.

23.3 The employer may request evidence of the nature of the illness or injury or carers leave for:

- a. Absence of two or more consecutive days
- b. Absence of more than 4 days in total in any calendar year

24. Public Holidays

The following days are observed as paid public holidays:

New Years Day
Australia Day
Labour Day
Good Friday
Easter Monday
Anzac Day
Queen's Birthday
Melbourne Cup Day
Boxing Day
Christmas Day

If another day is substituted for one of these days in a particular locality, then that day may be observed instead.

25. Signatories

Signed for and on behalf of
VIRTUAL COMMUNITIES LTD
Barbara Murphy; General Manager

Signed for and behalf of
AUSTRALIAN SERVICES UNION
Ingrid Stitt, Branch Secretary

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C1128 [loose-leaf version]

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

AUSTRALIAN INDUSTRIAL REGISTRY LOOSE-LEAF CONSOLIDATION

CLERICAL AND ADMINISTRATIVE EMPLOYEES (VICTORIAN) AWARD 1995

Note: This award is consolidated by the Clerical and Administrative Employees (Victoria) Award 1999 [Print S1367 [C1128]] ppc 01Jul99

Note: variation V003 signed on 7 February 2000 has not been incorporated in this loose-leaf consolidation. Variation V003 is appended to the back of this award.

This award as varied to 16 November 1999 (variation V014a) [Note: variation V003 not signed as at 25 November 1999] comprises pages:

12 3 4 5 6-2 7-2 8-2 9-2 10-2

11-2 12-2 13-2 14-2 15-2 16-2 17-3 18-2 18A 19 20

21-2 22 23 24 25 26 27 28 29 30

31 32 33 34 35 36 37 38 39 40

41 42 43 44 45 46 47 48 49 50

51 52 53 54 55 56 57 58 59 60

61 62 63 64 65 66 67 68 69 70

71 72 73 74 75 76 77 78 79 80

81 82 83 84 85 86 87 88 89 90

91 92 93 94 95 96 97 98 99 100

101 102 103 104 105 106 107 108 109 110

111 112 113 114 115 116 117 118 119 120

121 122 123 124 125 126 127 128 129 130

131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 <Total number of pages = 154>

DISCLAIMER

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Official copies of Australian Industrial Relations Commission decisions, awards and orders can be purchased from the Australian Industrial Registry in each capital city.

C1128 [loose-leaf version]

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1988 s.113 application for variation

Australian Municipal, Administrative, Clerical and Services Union
(C No. 34749 of 1995 and others)

VICTORIAN METALS AND RELATED INDUSTRIES (CLERICAL AND ADMINISTRATIVE EMPLOYEES) INTERIM AWARD 1993

[Print K9399 [V0104]]
and other awards

CLERICAL AND ADMINISTRATIVE EMPLOYEES (VICTORIAN) AWARD 1995

Clerical and administrative employees Clerical industry

COMMISSIONER REDMOND SYDNEY, 5 JANUARY 1996

Wages and working conditions

AWARD

1 - TITLE

This award shall be known as the Clerical and Administrative Employees (Victorian) Award 1995.

2 - AREA, INCIDENCE, DURATION, PARTIES BOUND AND AWARDS SUPERSEDED

[2 varied by V002; substituted by V007 ppc 31May96]

(a) This award applies to the process, trade business or occupation of a person or persons or classes of persons (by whatever name called) employed wholly or

principally in clerical work which may include administrative duties of a clerical nature in the following industries and organisations:

- (i) Armoured transportation
- (ii) Automotive services
- (iii) Building products and hardware
- (iv) Car rental
- (v) Chemical and pharmaceutical
- (vi) Communications and related industries
- (vii) Community, charitable and benevolent organisations
- (viii) Food and beverage
- (ix) Health insurance
- (x) Metals and related industries
- (xi) Racing and sporting clubs
- (xii) Retail industry
- (xiii) Rubber products, tyre manufacturing and marketing
- (xiv) Textile industry
- (xv) Warehouse and distribution industries

(b) (i) From the date of coming into operation this award shall vary the Victorian Metals and Related Industries (Clerical and Administrative Employees) Interim Award 1993. Further, it shall supersede the following awards:

Clerical and Administrative Employees (Retail Industry - Victoria) Interim Award 1994 [Print L4072 [C0593]]

Victorian Car Rental (Clerical and Administrative Employees) Award 1994 [Print L7230 [V0153]]

Victorian Clerical and Administrative Employees (Armoured Transportation) Award 1993 [K9406 [V0111]]

Victorian Clerical and Administrative Employees (Automotive Services Industry) Interim Award 1994 [Print L3681 [V0134]]

Victorian Clerical and Administrative Employees (Building Products and Hardware) Interim Award 1993 [Print K9401 [V0106]]

Victorian Clerical and Administrative Employees (Charitable, Benevolent and Community Organisations) Award 1993 [Print K9402 [V0107]]

Victorian Clerical and Administrative Employees (Chemical and Pharmaceutical Industry) Interim Award 1993 [Print K9400 [V0105]]

Victorian Clerical and Administrative Employees (Communications and Related Industry) Interim Award 1993 [Print K9403 [V0108]]

Victorian Clerical and Administrative Employees (Food and Beverage) Industry Interim Award 1993 [Print K9405 [V0110]]

Victorian Clerical and Administrative Employees (Health Insurance Industry) Interim Award 1993 [Print K9730 [V0113]]

Victorian Racing and Sporting Clubs (Clerical and Administrative Employees) Award 1994 [Print L7231 [V0154]]

Victorian Clerical and Administrative Employees (Rubber Products, Tyre Manufacturing and Marketing Industry) Interim Award 1993 [Print K9621 [V0112]]

Victorian Clerical and Administrative Employees (Textile Industry) Interim Award 1993 [Print K9404 [V0109]]

(ii) It is a condition of these variations and supersession that no rights, obligations or liabilities incurred or accrued under any of the aforementioned awards shall be affected by such supersession.

(c) This award shall be binding on:

(i) the Australian Municipal, Administrative, Clerical and Services Union (the union); and

(ii) those employers whose names are set out in schedules A to P to this award in respect of their clerical employees whether members of the union or not and who are required to perform work covered by this award.

(d) This award shall apply to the employment in any part of Victoria of employers bound by this award, but excluding any person who is a proprietor, director or manager of a respondent employer or a person to whom he or she has delegated the right to engage and terminate the employment of his or her employees.

(e) In respect to employers set out in schedule B (Automotive services) this award will not apply to persons who have their terms and conditions regulated by the Insurance Officers (Clerical Indoor Staffs) Consolidated Award 1985 [Print H4379 [10002]].

(f) This consolidated award, the Clerical and Administrative Employees (Victorian) Award 1995, shall operate from the first full pay period on or after 6 September 1995 with the exception of the supersession of the Clerical and Administrative Employees (Retail Industry -Victoria) Interim Award 1994 [Print L4072 [C0593]] which will be superseded by the Clerical and Administrative Employees (Victorian) Award 1995 from the first full pay period on or after 31 May 1996.

2A - ARRANGEMENT

[2A amended by V007 V010]

Subject matter	Clause number
Accident make-up payment	20
Annual leave	15
Anti-discrimination	47
Area, incidence, duration, parties bound and awards superseded	2
Arrangement	2A
Award modernisation (enterprise agreements)	44
Bank deposits and/or withdrawals	34

Board of Reference	33
Boiling water	25
Casual employees	11
Compassionate leave	17
Family leave	16A
Floor covering	31
Jury service	19
Living away from home allowance	27
Meal allowance	24
Meal period	23
National training wage	42C
Notice-board	36
Overtime (other than shift workers)	6
Parental leave	18
Part-time employment	9A
Payment of wages	32
Posting of award	35
Probationary employment	9B
Protective clothing and footwear	29
Public holidays	12
Redundancy	39
Reserved matters	48

Subject matter	Clause number
Rest period	30
Return to duty	7
Right of entry	22
Savings	46
Schedules	2B
Settlement of dispute procedure	40
Shift work	8
Sick leave	16
Special additional rate for Saturday morning work	14
Special conditions as to contract payroll envelopers	10
Special conditions for temporary employees	41
Special rates for Sundays and holidays (other than shift workers)	13
Summer time	37
Superannuation	43
Technological change	38
Terms of employment	9
Time and wages records	21
Times of beginning and ending work (other than shift workers)	5
Title	1
Trade union training leave	45
Traineeships	42B
Uniform allowance	28
Vehicle allowance	26
Wages per week	3

Weekly hours (other than shift workers)

4

Workers eligible for a supported wage

42A

2B - SCHEDULES

[2B amended by V002 V007]

Respondent employer industries	Schedule
Armoured transportation	A
Automotive services	B
Building products and hardware	C
Car rental industry	D
Chemical and pharmaceutical industry	E
Communications and related industries	F
Charitable, benevolent and community organisations	G
Food and beverage industry	H
Health insurance industry	I
Metals and related industries	J
Racing and sporting clubs	K
Retail industry	L
Rubber products, tyre manufacturing and marketing industry	M
Textile industry	N
Warehouse and distribution	O
Special conditions (award modernisation)	P

3-WAGES PER WEEK

[3 varied by V010; V012 ppc 16May97]

All employees covered by this award shall be graded according to the grading structure set out in this clause. Employees shall be notified in writing, by their employer, of their grade. Any change of the grade of any employee shall be notified in writing to such employee, by the employer.

Grade 1 Clerical Assistant

[3(a) substituted by V013; V014 ppc 02Jun99]

(a) Adults Weekly award rates

\$

First 6 months' experience at this grade 434.10

More than 6 months' and less than 12 months' 439.20
experience at this grade

After 12 months' experience at this grade 444.40

(i) 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.

Employees shall be graded at this level where the principal functions of their employment, as determined by the employer, require the exercise of any one or more of the skill levels set out below.

Employees may be required to train other employees in the skills of their own grade by means of personal instruction and demonstration.

MACHINE OPERATION - Skill Level 1

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

INFORMATION HANDLING SKILLS - Skill Level 1

(iii) Receive, sort, open, distribute incoming mail, process outgoing mail, receive incoming and dispatch 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.

ENTERPRISE/INDUSTRY, SPECIALIST SKILLS - Skill Level 1

(iv) Acquire and apply a limited knowledge of office procedures and requirements.

Grade 2 Clerical Officer

[3(b) substituted by V013; V014 ppc 02Jun99]

(b) Adults Weekly award rates
\$

First 6 months' experience at this grade 454.60

More than 6 months' and less than 12 months' 459.70
experience at this grade

After 12 months' experience at this grade 464.90

(i) 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

Employees shall be graded at this level where the principal functions of their employment, as determined by the employer, require the exercise of any one or more of the skill levels set out below.

Employees may be required to train other employees in the skills of their own grade and below by means of personal instruction and demonstration.

MACHINE OPERATION - Skill Level 2

(ii) (1) Operate adding machines, switchboard, paging system, telex machine, typewriter and calculator.

COMPUTER - Skill Level 1

(2) Use knowledge of keyboard and function keys to enter and retrieve data through

computer terminal.

KEYBOARD TYPING - Skill Level 1

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

INFORMATION HANDLING SKILLS - Skill Level 2

(iii) 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.

ENTERPRISE/INDUSTRY, SPECIALIST SKILLS - Skill Level 2

(iv) Acquire and apply a working knowledge of office or sectional operating procedures and requirements.

Acquire and apply a working knowledge of the organisation's structure and personnel in order to deal with inquiries at first instance, locate appropriate staff in different sections, relay internal information, respond to or redirect inquiries, greet visitors.

BUSINESS/FINANCIAL SKILLS - Skill Level 1

(v) Keep appropriate records.

Sort, process and record original source financial documents (eg. invoices, cheques, correspondence) on a daily basis; maintain and record petty cash; prepare bank deposits and withdrawals and do banking.

Grade 3 Clerical Officer

[3(c) substituted by V013; V014 ppc 02Jun99]

(c) Adults Weekly award rates
\$

First 6 months' experience at this grade 472.00

After 6 months' experience at this grade 477.20

(i) 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 skill and knowledge. Supervision is general.

Employees shall be graded at this level where the principal functions of their employment, as determined by the employer, require the exercise of any one or more of the skill levels set out below.

Employees may be required to train other employees in the skills of their own grade and below by means of personal instruction and demonstration.

MACHINE OPERATION - Skill Level 3

(ii) (1) Operate computerised radio telephone equipment, micro/personal computer, printing devices attached to personal computer, dictaphone equipment, typewriters.

KEYBOARD TYPING - Skill Level 2

(2) Produce documents and correspondence using knowledge of standard formats, touch type at 40 words per minute with 98% accuracy, audio type.

COMPUTER - Skill Level 2

(3) 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.

WORD PROCESSING - Skill Level 1

(4) Use one or more software packages to create, format, edit, proof read, spell check, correct, print and save text documents, eg. standard correspondence and business documents.

Apply additional functions such as search and replace, variable fonts, moving and merging across documents and simple maths.

SECRETARIAL - Skill Level 1

(iii) Take shorthand notes at 70 words per minute 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.

ENTERPRISE/INDUSTRY, SPECIALIST SKILLS - Skill Level 3

(iv) 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.

INFORMATION HANDLING SKILLS - Skill Level 3

(v) 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.

BUSINESS/FINANCIAL SKILLS - Skill Level 2

(vi) 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.

(vii) Employees holding a Certificate of Office & 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.

Grade 4 Clerical Officer

[3(d) substituted by V013; V014 ppc 02Jun99]

(d) Adults Weekly award rates

\$

505.00

(i) 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.

Employees shall be graded at this level where the principal functions of their employment, as determined by the employer, require the exercise of any one or more of the skill levels set out below.

Employees may be required to train other employees in the skills of their own grade and below by means of personal instruction and demonstration.

KEYBOARD TYPING - Skill Level 3

(ii) (1) 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.

COMPUTER - Skill Level 3

(2) Apply knowledge of intermediate functions to manipulate data, ie. modify fields of information, develop new basic databases or spreadsheet models; spreadsheet, perform reconciliation.

WORD PROCESSING - Skill Level 2

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

SECRETARIAL - Skill Level 2

(iii) Take shorthand notes at 100 words per minute and transcribe at 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.

ENTERPRISE /INDUSTRY, SPECIALIST SKILLS - Skill Level 4

(iv) 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, ie. technical/medical/legal within the scope of this grade.

INFORMATION HANDLING SKILLS - Skill Level 4

(v) Create new forms of files and records as required using computer-based records systems; eg. customer/client/supplier and subscription lists.

Access, identify, and extract information as required from external sources, eg. databases, libraries, local authorities.

BUSINESS/FINANCIAL SKILLS - Skill Level 3

(vi) Prepare cash payment summaries and banking reports; apply purchasing and inventory control requirements; 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.

SUPERVISORY - Skill Level 1

(vii) Allocate work tasks to individuals, check work progress and correct errors. Grade 5 Administrative Officer [3(e) substituted by V013; V014 ppc 02Jun99]

(e) Adults Weekly award rates
\$

538.00

(i) 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. Employees shall be graded at this level where the principal functions of their employment, as determined by the employer, require the exercise of any one or more of the skill levels numbered set out below.

Employees may be required to train other employees in the skills of their own grade and below by means of personal instruction and demonstration.

COMPUTER - Skill Level 4

(ii) (1) 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 (eg. Macro functions etc) to enhance operation of the spreadsheet.

Use a central computer resource to an equivalent standard.

WORD PROCESSING - Skill Level 3

(2) 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 desktop 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.

SECRETARIAL - Skill Level 3

(iii) Take shorthand notes at 120 words per minute and transcribe at 95% accuracy; attend executive/organisational meetings and take minutes; answer executive correspondence from verbal or rough handwritten instructions; organise teleconferences.

ENTERPRISE/INDUSTRY, SPECIALIST SKILLS - Skill Level 5

(iv) Apply detailed knowledge of the industry in which the organisation operates 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 employment law, occupational health and safety, workers compensation claims procedures, superannuation requirements.

INFORMATION HANDLING SKILLS - Skill Level 5

(v) 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.

BUSINESS/FINANCIAL SKILLS - Skill Level 4

(vi) Post transactions to ledger and prepare a trial balance; prepare end of the 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 organisations credit terms to new accounts and to following up significant debtors, prepare periodic debtor statements.

SUPERVISORY - Skill Level 2

(vii) Resolve operational problems for staff in lower grades, co-ordinate work flow within a section or unit, and counsel and advise staff who are under routine supervision.

Grade 6 Administrative Officer

[3(f) substituted by V013; V014 ppc 02Jun99]

(f) Adults Weekly award rates

\$

576.00

(i) 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 by means of reporting to more senior staff as required.

Employees shall be graded at this level where the principal functions of their employment, as determined by the employer, require the exercise of any one or more of the skill levels set out below.

Employees may be required to train other employees in the skills of their own grade and below by means of personal instruction and demonstration.

COMPUTER - Skill Level 5

(ii) Operating/co-ordinating 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.

ENTERPRISE/INDUSTRY, SPECIALIST SKILLS - Skill Level 6

(iii) Apply knowledge of the organisation's objectives and performance, and apply specialist knowledge, in areas such as projected growth, product trends and general industry conditions, examples include;

- 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.

SUPERVISORY - Skill Level 3

(iv) 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.

BUSINESS/FINANCIAL SKILLS - Skill Level 5

(v) Administer individual salary packages, travel expenses, allowances and company transport. Administer specialist salary and payroll requirements, eg. Eligible Termination Payments, Superannuation Trust Deed Requirements, Redundancy Calculations, Maintenance Support Schemes, etc.

SECRETARIAL - Skill Level 4

(vi) 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.

JUNIORS

[3(g) substituted by V013; V014 ppc 02Jun99; V014a]

(g) Junior employees shall be graded in the manner set out in sub-clauses (a) to (f) of this clause. Junior wages per week shall be the award rate of pay as follows:

Grade 1 or Grade 2

(i) First 6 months experience at this grade

Age	Percentage wage %	Weekly award rate \$
Under 16	45	204.55
At 16	50	227.30
At 17	60	272.75
At 18	70	318.20
At 19	80	363.70
At 20	90	409.15

More than 6 months and less than 12 months experience at this grade

Age	Percentage wage %	Weekly award rate \$
Under 16	45	206.85
At 16	50	229.85
At 17	60	275.80
At 18	70	321.80
At 19	80	367.75
At 20	90	413.75

More than 12 months experience at this grade

Age	Percentage wage %	Weekly award rate \$
Under 16	45	209.20
At 16	50	232.45
At 17	60	278.95
At 18	70	325.45
At 19	80	371.90
At 20	90	418.40

Grade 3

(ii) First 6 months experience at this grade

Age	Percentage wage %	Weekly award rate \$
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Under 16	45	212.40
At 16	50	236.00
At 17	60	283.20
At 18	70	330.40
At 19	80	377.60
At 20	90	424.80

After 6 months experience at this grade

Age	Percentage wage	Weekly award rate
	%	\$
Under 16	45	214.75
At 16	50	238.60
At 17	60	286.30
At 18	70	334.05
At 19	80	381.75
At 20	90	429.50

PROPORTION (IN ANY PLACE) - JUNIORS

(iii) One junior to every two, or fraction of two workers receiving not less than an adult award rate for any grade.

(h) Employees shall be graded according to the grading structure set out in subclauses (b) to (g) hereof, provided that no employee shall have his or her rate of pay reduced as a result.

Disputed gradings clause

(i) (i) Where an employee whose employment is covered by this award is graded pursuant to this clause by the employer upon commencement of employment or upon change of grade, the employer shall notify the employee in writing of the grade, or the new grade, as the case may be.

(ii) The grading by the employer shall be according to the skill level or levels required to be exercised by the employee in order to carry out the principal functions of his or her employment as determined by the employer.

(iii) The employee shall be entitled to dispute any grading or new grading made pursuant to paragraph (i) hereof, provided that such dispute shall be in writing given to the employer and if such dispute cannot be resolved by the employer and employee within a reasonable time it shall be referred to the Board of Reference appointed under this award for determination.

(iv) Save as set out above, the provisions of clause 40 of this award shall apply to such dispute.

Definitions - supervision

(j) Employees in Grades 1 to 5 are subject to supervision, defined as follows:

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

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.

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

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.

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

Calculation of wages - national wage case decisions

(k) In circumstances where award wages are to be increased as a result of National Wage Decisions the amount of the increase shall be calculated and applied to the wage rates set out in subclauses (b) and (i) hereof as follows:

(i) Whenever the National Wage Case Decision provides that award wages be increased by a percentage and/or a flat money amount, the base rate and the award rate shall be increased by applying the same percentage and/or by adding the same money amount. The supplementary payment shall be calculated by deducting the new base rate from the award rate and any increase in the supplementary payment should not reduce the level of overaward payment as defined in paragraph (a)(iii) hereof.

(ii) The results of the calculations to the base rate and award rate shall be rounded off in accordance with the National Wage Decision.

(iii) Whenever the National Wage Case Decision provides that award wages be increased by the application of a "plateau" formula, the "plateau" level for the purposes of this award shall be determined by reference to the base rates. The increases shall then be calculated in accordance with paragraphs (i) and (ii) hereof.

September 1994 - First Safety Net Adjustment

(l) The rates of pay in this award include the first \$8.00 per week arbitrated safety net adjustment payable under the September 1994 decision [Print L5300]. This first \$8.00 per week arbitrated safety net adjustment may be offset to the extent of any wage increase as a result of agreements reached at enterprise level since 1 November 1991. 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.

September 1994 - Second Safety Net Adjustment

(m) The rates of pay in this award include the second \$8.00 per week arbitrated safety net adjustment payable under the September 1994 decision [Print L5300]. This second \$8.00 per week arbitrated safety net adjustment may be offset to the extent of any wage increase payable since 1 November 1991 pursuant to certified agreements, enterprise flexibility agreements or consent awards or award variations to give effect to enterprise agreements, in-so-far as that wage increase has not previously been used to offset an arbitrated safety net adjustment. 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.

[3(n) inserted by V010 ppc 06Sep96]

(n) The rates of pay in this award include the third \$8.00 per week arbitrated safety net adjustment payable under the September 1994 Review decision [Print L5300]. This third \$8.00 per week arbitrated safety net adjustment may be offset to the extent of any wage increase payable since 1 November 1991 pursuant to certified agreements, enterprise flexibility agreements or consent awards or award variations to give effect to enterprise agreements, insofar as that wage increase has not previously

been used to offset an arbitrated safety net adjustment. 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.

[3(o) inserted by V012; substituted by V013; V014 ppc 02Jun99]

(o) The rates of pay in this award include the arbitrated safety net adjustment payable under the April 1998 and April 1999 Safety Net Review - Wages decisions [Prints Q1998 and R1999]. 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.

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.

4 - WEEKLY HOURS (OTHER THAN SHIFT WORKERS)

(a) Subject to subclause (c) hereof, the ordinary hours of work, shall be an average of 38 per week to be worked on one of the following basis:

- (i) 38 hours within a work cycle not exceeding seven consecutive days; or
- (ii) 76 hours within a work cycle not exceeding fourteen consecutive days; or
- (iii) 114 hours within a work cycle not exceeding twenty-one consecutive days; or
- (iv) 152 hours within a work cycle not exceeding twenty-eight consecutive days.

(b) Subject to subclause (g) hereof, not more than 10 hours exclusive of meal breaks (except if paid for at overtime rates) shall be worked in any one day.

(c) Where a previous arrangement exists at a particular workplace whereby employees who as at 1 January 1988, were already working 38 hours or less ordinary hours each week, such arrangement shall continue in operation unless mutually agreed by the employer and majority of employees to apply the provisions of subclauses (e) and (f) hereof.

(d) Except as provided in subclauses (g) and (h) hereof, the method of working the 38 hour week may be any one of the following:

- (i) By employees working less than 8 ordinary hours each day; or
- (ii) By employees working less than 8 ordinary hours on one or more days each week; or
- (iii) By fixing one week day on which all employees will be off during a particular work cycle; or
- (iv) By rostering employees off on various days of that week during that cycle.

(e) In each establishment, an assessment should be made as to which method best suits the business and the proposal shall be discussed with the employees, the objective being to reach agreement on the method .

(f) In the absence of agreement at office level, the matter:

(i) may be referred to the Secretary of the union or his/her deputy at which level a conference of the parties shall be convened without delay; or

(ii) either party may refer the matter to the Australian Industrial Relations Commission pursuant to Section 99 of the Act.

(g) Circumstances may arise where different methods of working a 38 hour week apply to various groups or sections of employees in the office or establishment concerned.

Notice of days off

(h) Except as provided in subclause (j) hereof, in cases where, by virtue of the arrangement of his or her ordinary working hours an employee, in accordance with subclauses (c), (d) and (e) hereof, is entitled to a day off during his or her work cycle, such employee shall be advised by the employer at least four weeks in advance of the weekday she or he is to take off.

Substitute days

(i) (i) An employer may substitute the day an employee is to take off in accordance with subclauses (c), (d) and (e) hereof, for another day in case of a break down in machinery or a failure or shortage of electric power or to meet the requirements of the business in the event of rush orders or some other emergency situation.

(ii) An individual employee, with the agreement of his or her employer, may substitute the day s/he is to take off for another day.

(iii) Where the working of the 38 hour week is agreed to in accordance with subclause (c), (d) or (e) hereof, an employee and his or her employer may agree to a banking system of up to a maximum of five rostered days off.

An employee would therefore work on what would normally have been his or her rostered day off and accrue an entitlement to bank a rostered day off to be taken at a mutually convenient time for both the employee and the employer, provided no less than five days' notice is given before taking the banked rostered day(s) off.

No payments or penalty payment shall be made to employees working under this substitute banked rostered day off. However the employer will maintain a record of the number of rostered days banked and will apply the average pay system during the weeks when an employee elects to take a banked rostered day off.

Employees terminating prior to taking any banked rostered day(s) off shall receive the following:

Average Weekly Pay x Number of Banked Substitute Days

5

(j) Employees who work on a rostered day off basis each 20 day cycle shall be entitled to 12 rostered days off in a 12 month period.

5 - TIMES OF BEGINNING AND ENDING WORK (OTHER THAN SHIFT WORKERS)

Time of
beginning work ending work

On the usual weekly half-holiday 7.00 a.m. 12.30 noon

On all other days of the week 7.00 a.m. 6.30 p.m.

Provided that where an employee is employed in association with other classes of employees who work a five day week, the time of beginning and ending work shall be:

Time of beginning work Time of ending work

Monday to Friday (inclusive) 7.00 a.m. 6.30 p.m.

6 - OVERTIME (OTHER THAN SHIFT WORKERS)

Employees working overtime

(a) (i) Within the hours fixed in clause 4 in excess of hours fixed for an ordinary week's work {the first two hours {and double time {thereafter calculated

(ii) Outside the hours fixed in clause 4 {on a daily basis.

(iii) For the purposes of this clause hours fixed for an ordinary week's work shall mean the hours of work fixed in an establishment in accordance with clause 4 of this award.

For the purposes of administering the provisions contained in this subclause, the minimum period for which an employee shall be paid overtime shall be one half hour per week.

(b) An employer may require any employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirements subject to the following:

(i) that a junior female shall be given on the day in question means of notifying her parent or guardian that she is so required to work,

(ii) where any female employee works overtime beyond 8.00 p.m. the employer shall provide her with transport to her usual place of residence if she so requires,

(iii) these provisions shall not apply to a casual employee.

(c) An employee who works 38 hours in a five-day week shall be paid a minimum of three hours at overtime rates for work performed on a Saturday, provided that such employee is ready, willing and available to work such overtime.

Rest period after overtime

(d) When overtime work is necessary it shall wherever reasonably practicable, be so arranged that employees have at least ten consecutive hours off duty between the work of successive days.

An employee (other than a casual employee) who works so much overtime between the termination of his or her ordinary work on one day and the commencement of his or her ordinary work on the next day that he or she has not had at least ten consecutive hours off duty between those times shall, subject to this subclause, be released after completion of such overtime until he or she has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

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

Overtime worked in the circumstances specified in clause 7 of this award shall not be regarded as overtime for the purpose of this subclause.

The provisions of this subclause shall apply in the case of shift workers as if eight hours were substituted for ten hours when overtime is worked:

- (i) For the purposes of changing shift rosters; or
 - (ii) Where a shift worker does not report for duty and a day worker or a shift worker is required to replace such shift worker; or
 - (iii) Where a shift is worked by arrangement between the employees themselves.
- (e) When an employee has not substituted nor banked his or her rostered day off and therefore works overtime on his or her rostered day off, the rate of pay shall be calculated in accordance with the provisions of paragraphs (a) (i) and (ii) hereof.

7 - RETURN TO DUTY

Where an employee is required to return to duty after the usual finishing hour of work for that day he or she shall be paid at the overtime rates prescribed in clause 6 of this award but shall receive a minimum payment as for three hours' work. Provided that this clause shall not apply where the work is continuous (subject to a meal break of not more than one hour) with the completion or commencement of ordinary working time.

8 - SHIFT WORK

Limitation of shiftwork

- (a) The provisions of this clause shall apply only to the performance of work:
- (i) in a medical, travel, lodging, or taxi and/or hire car service;
 - (ii) in an industry where the principal award permits shift work;
 - (iii) in other cases where the Australian Industrial Relations Commission determines that the working of shifts is justified.
- (b) Subject to clause 4 of this award, the ordinary hours of shift workers shall be an average of 38 per week to be worked on one of the following basis:
- (i) 38 hours within a period not exceeding seven consecutive days; or
 - (ii) 76 hours within a period not exceeding fourteen consecutive days; or
 - (iii) 114 hours within a period not exceeding twenty-one consecutive days; or
 - (iv) 152 hours within a period not exceeding twenty-eight consecutive days.

Subject to subclause 4(c) of this award, not more than 10 ordinary hours shall be worked in any one day.

Definition of shifts

- (c) In this clause:
- (i) "Afternoon shift" means any shift finishing after 6.00 p.m. and at or before midnight.

(ii) "Night shift" means any shift finishing subsequent to midnight, and at or before 8.00 a.m.

(iii) "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 4 consecutive weeks.

Hours, shift allowances, special rate, meal interval

(d) (i) Notwithstanding any other provisions of this award and subject to the provisions of subclause (a) hereof an employee may be employed upon shifts, in which case the ordinary hours for a week's work shall be 38 and shall be performed in shifts not exceeding six shifts of ten hours each. A Sunday may be included.

(ii) Times of beginning and ending the shift of any employee may in any case be varied by agreement between the employer and the employee or in the absence of agreement may be varied by at least one week's notice given by the employer to the employee.

(iii) A shift worker employed on an afternoon shift or a night shift shall for work done during the ordinary hours of any such shift, be paid ordinary rates plus an additional 15 per cent for afternoon or night shift, or an additional 30 per cent for a permanent night shift.

(iv) A shift worker whose ordinary working period includes a Saturday, a Sunday or a holiday (as prescribed in clause 12 of this award) as an ordinary working day shall be paid at the rate of time and a half for such ordinary time as occurs on such Saturday, Sunday or holiday.

(v) Where ordinary shift hours commence between 11.00 p.m. and midnight on a Sunday or holiday, the ordinary time so worked before midnight shall not entitle the shift worker to the Sunday or holiday rate. Provided that the ordinary time worked by a shift worker on a shift commencing before midnight on the day preceding a Sunday or holiday and extending into a Sunday or holiday shall be regarded as ordinary time worked on such Sunday or holiday.

(vi) Twenty minutes shall be allowed to a shift worker for a meal during each shift before the expiration of five hours. Such meal break shall be counted as time worked.

Employee to work reasonable overtime

(e) An employer may require any employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirements.

Overtime

(f) A shift worker for all time worked:

(i) in excess of the ordinary weekly hours fixed in accordance with subclause (b) hereof shall be paid time and a half for the first three hours and double time thereafter; or

(ii) in excess of ordinary daily hours on an ordinary shift, shall be paid time and a half for the first two hours and double time thereafter.

Work on Saturday, Sunday or holiday

(g) A shift worker whose ordinary working period does not include a Saturday, Sunday or a holiday (as prescribed in clause 12 of this award) as an ordinary working day shall, if required to work on any such day be paid double time for work done with a

minimum payment of four hours at double time if he or she is available for work during such four hours. This provision for minimum payment shall not apply where the work on such day is continuous with the commencement or completion of the employee's ordinary shift.

Transport of employees

(h) When an employee working shift commences or finishes work at a time other than his or her normal time of commencing or finishing and when reasonable means of transport is not available, the employer shall provide transport or reimburse the employee for any additional outlay incurred in reaching his or her home by other means of transport.

Special rates not cumulative

(i) The special rates herein prescribed are in substitution for and not in addition to the shift allowances prescribed in paragraph (d) (iii) hereof.

9 - TERMS OF EMPLOYMENT

(a) An employee (other than a casual employed pursuant to clause 11 of this award or a temporary employee employed pursuant to clause 41 of this award) shall be deemed to be employed by the week. An employee working the number of hours (not exceeding 38) prescribed by the employer as a full week's work shall be paid the full weekly wage fixed in clause 3 of this award except part-time employees who shall be paid in accordance with clause 9A of this award.

Termination of employment

Statement of employment

(b) (i) The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of his/her employment and the classification of or the type of work performed by the employee.

Notice of termination by employer

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

Period of continuous service Period of notice

Less than 1 year 1 week
1 year but less than 3 years 2 weeks
3 years but less than 5 years 3 weeks
5 years and over 4 weeks

(2) In addition to the notice in subparagraph (1) hereof, employees over 45 years of age at the time of the giving of notice with not less than two years continuous service, shall be entitled to an additional week's notice.

(3) Payment in lieu of the notice prescribed in subparagraphs (1) and/or (2) hereof shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

(4) In calculating any payment in lieu of notice the wages an employee would have received in respect of the ordinary time he/she would have worked during the period of notice had his/her employment not been terminated shall be used.

(5) The period of notice in this clause shall not apply in the case of dismissal for misconduct, or in the case of casual employees or employees engaged for a specific period of time or for a specific task or tasks.

(6) For the purpose of this clause, continuity of service shall be calculated in the manner prescribed by subclause 15(C) (c) of this award.

Notice of termination by employee

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

Subject to financial obligations imposed on an employer by any Act, if an employee fails to give notice the employer shall have the right to withhold monies due to the employee with a maximum amount equal to the ordinary time rate of pay for the period of notice.

Time off work during the period of notice

(iv) Where an employer has given notice of termination to an employee, the 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.

Summary dismissal

(v) Notwithstanding the provisions of subparagraph (ii)(1) hereof the employer shall have the right to dismiss any employee without notice for misconduct and in such cases the wages shall be paid up to the time of dismissal only.

Standing down of employees

(vi) Notwithstanding any provisions contained herein, an employer may deduct payment for any day an employee cannot usefully be employed because of any strike, breakdown of machinery, or any stoppage of work by any such cause for which the employer cannot reasonably be held responsible, provided that such standing down shall not be deemed a break in the continuity of the employment of the employee for the purpose of any rights under this award or any variation or modification thereto.

9A - PART-TIME EMPLOYMENT

Definition

(a) Part-time employment, for the purposes of this clause, will be permanent employment for not less than 7.6 and not more than 30 hours per week on a regular and continuous basis.

Ratios

(b) An employee may be engaged on a part-time basis subject to the following conditions:

(i) An employer who employs up to five full-time clerical employees may employ up to two part-time clerical employees.

(ii) An employer who employs between six and ten full-time clerical employees, may employ up to three part-time clerical employees.

(iii) An employer who employs between eleven and fifteen full-time clerical employees may employ up to four part-time clerical employees.

(iv) An employer who employs sixteen or more full-time clerical employees may employ such number of part-time employees as will not exceed 25 per cent of the total number of full-time clerical employees.

(v) An employer who requires to employ part-time employees in addition to the ratios prescribed in this subclause, shall take the necessary steps pursuant to clause 44 of this award.

(vi) For the purposes of this subclause, the ratios prescribed above shall be calculated in relation to each individual employer, or each separate branch, location, unit or division, or establishment and the number of full-time clerical employees shall be determined by averaging the total number of full-time clerical employees in employment over the preceding three months.

Payment

(c) A part-time employee shall be paid an hourly rate calculated by dividing the weekly rate for the appropriate classifications in the award by the number of hours fixed for a week's work in the establishment, provided that the divisor shall not be less than thirty-eight.

Hours of work

(d) Part-time employees shall be engaged by the week. They shall be rostered to work regular hours on regular days with a minimum engagement on any one day of 3 hours.

The minimum rostered hours shall be 7.6 per week and the maximum 30 per week.

Changes in weekly rosters shall only be made following consultation with the employee and shall require one week's notice in advance of the first changed hours or days.

All rostered part-time work shall be performed within the spread of hours as prescribed in clause 5 of this award.

Overtime

(e) A part-time employee who works in excess of the rostered hours, or on any additional day or days shall be paid overtime for all such time worked in accordance with clause 6 of this award. All the conditions set out in clause 6 of this award for the working of overtime by employees shall apply to part-time employees employed under this clause provided that in determining what is reasonable overtime pursuant to subclause 6(c) of this award, regard shall be had to the employee's status as a part-time employee.

Award entitlements

Annual leave

(f) (i) The period of annual leave entitlements for part-time employees shall be identical to those of full-time employees and accrued in the same manner, in accordance with clause 15 of this award. Wages payable in respect of periods of paid leave shall be calculated pro rata as per subclause (c) hereof in respect of the period to which the entitlement relates.

Public holidays

(ii) Where the rostered paid hours fall on a public holiday and work is not performed by the employee, such employee shall not lose pay for the day.

Where the employee works on the holiday, such employee shall be paid in accordance

with clause 13 of this award.

Sick leave

(iii) Sick leave entitlements for part-time employees shall be determined in accordance with clause 16 of this award provided that wages payable in respect of periods of paid sick leave shall be calculated as per subclause (c) hereof.

Compassionate leave

(iv) Where a part-time employee would normally work on either or both of the two working days following the death of a close relative which would entitle an employee on a weekly hiring to compassionate leave in accordance with clause 17 of this award, the employee shall be entitled to be absent on compassionate leave on either or both of those two working days without loss of pay for the day or days concerned.

Other award provisions

(g) Subject to the provisions contained herein all other provisions of this award relevant to full-time employees shall apply to part-time employees.

Conversion of existing employees

(h) No existing full-time or casual employee shall be transferred by an employer to part-time employment without the written consent of the employee.

An employer shall not terminate a full-time or casual employee with the intention of reemployment as a part-time employee.

A full-time employee who requests part-time work and is given such work may revert to full-time employment on a specified future date by agreement with the employer and recorded in writing.

Any dispute arising out of this subclause may be referred to the Australian Industrial Relations Commission for determination.

Training and promotion

(i) Part-time employees shall be entitled to equal access to all training and promotional opportunities.

9B - PROBATIONARY EMPLOYMENT

(a) In the case of employees (other than casuals or temporaries) employers may, by providing an employee at the point of engagement with advice in writing, engage an employee on a probationary basis for a period not exceeding four weeks.

(b) The written advice shall state clearly that employment is offered for a probationary period which shall be specified and the employee will be provided with written terms of probation.

(c) Probationary employees may give, or be given, notice on the following basis:

First week of service - 1 day's notice}
Second week of service - 2 days' notice} or payment in lieu
Third week of service - 3 days' notice} thereof
Fourth week of service - 4 days' notice}

(d) Nothing in this provision shall be read to imply or confer any reduction in an employee's right with respect to the review of dismissals.

10 - SPECIAL CONDITIONS AS TO CONTRACT PAYROLL ENVELOPERS

The provisions of this clause shall apply to contract security service establishments as listed in Schedule A.

(a) Employees engaged as casuals (that is for less than one half of the maximum number of hours fixed in this award as a weeks work) performing enveloping duties in payroll operations shall be paid the following rates in lieu of the provisions in clauses 3, 4 and 8 of this award:

		Per hour \$
Between 8.00 a.m. and 6.00 p.m. Monday to Friday inclusive	Adult envelopers	13.5725
Between 6.00 p.m. and 8.00 p.m. Monday to Friday	Adult envelopers	18.6620
After 8.00 p.m. Monday to Friday	Adult envelopers	23.7514

11 - CASUAL EMPLOYEES

(a) Casual employees (i.e. persons who are employed other than full-time, part-time or temporary employees for not more than twenty hours per week) shall be paid at the rate of time and a quarter on the hourly rate calculated pro rata by dividing the appropriate weekly rate by the number of hours fixed for a week's work in this award.

(b) A casual employee, who has had significant employment and experience with an employer may be employed by that employer for not more than four weeks in any calendar year, for more hours per week than those prescribed in subclause (a) hereof, up to a maximum of the hours fixed for a week's work in this award, provided that for all such hours worked they shall be paid at the hourly rate of pay prescribed in subclause (a) hereof.

(c) The provisions of subclause (b) hereof provide for special and unusual circumstances, and shall not be used to circumvent the normal maximum hours prescribed in subclause (a) hereof.

12 - PUBLIC HOLIDAYS

(a) An employee other than a casual employee shall be entitled to holidays on the following days:

(i) New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; and

(ii) the following days, as prescribed in the relevant States, Territories and localities: Australia Day, Anzac Day, Queen's Birthday and Eight Hour Day or Labour Day; and

(iii) Melbourne Cup Day in the Melbourne metropolitan region or any other day in lieu thereof to be specified according to State, Territory or locality or on some other basis.

(b) (i) When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December.

(ii) When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 28 December.

(iii) When New Year's Day or Australia Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on the next Monday.

(c) Where in a State, Territory or locality, public holidays are declared or prescribed on days other than those set out in subclauses (a) and (b) hereof, those days shall constitute additional holidays for the purpose of this award.

(d) (i) An employer, with the agreement of the Australian Municipal, Administrative, Clerical and Services Union (referred to in this clause as "the union") which is party to this award, may substitute another day for any prescribed in this clause.

(ii) (1) An employer and his or her employees may agree to substitute another day for any prescribed in this clause. For this purpose, the consent of the majority of affected employees shall constitute agreement.

(2) An agreement pursuant to subparagraph (1) hereof shall be recorded in writing and be available to every affected employee.

(3) The union shall be informed of an agreement pursuant to subparagraph (1) hereof and may within seven days refuse to accept it. The union will not unreasonably refuse to accept the agreement.

(4) If the union, pursuant to subparagraph (3) hereof, refuses to accept an agreement, the parties will seek to resolve their differences to the satisfaction of the employer, the employees and the union.

(5) If no resolution is achieved pursuant to subparagraph (4) hereof, the employer may apply to the Commission for approval of the agreement reached with his or her employees. Such an application must be made fourteen or more days before the prescribed holiday. After giving the employer and union an opportunity to be heard, the Commission will determine the application.

(e) Notwithstanding the provisions of subclause (a) hereof, employees covered by this award shall observe the same public holidays as are observed by the majority of employees in the establishment in which they are employed.

(f) In the case of an employee whose ordinary hours of work are arranged in accordance with paragraph 4(d)(iii) or (iv) of this award the weekday to be taken off shall not coincide with a public holiday fixed in accordance with subclause (a) or (e) hereof. Provided that in the event that a public holiday is prescribed after an employee has been given notice of his or her weekday off in accordance with paragraph 4(d)(iii) or (iv) of this award and the public holiday falls on the weekday the employee is to take off, the employer shall allow the employee to take the day off on an alternative weekday.

(g) Any employee who fails to attend for work on the working day before and/or after a holiday without reasonable excuse shall not be entitled to be paid for such holiday.

13 - SPECIAL RATES FOR SUNDAYS AND HOLIDAYS (OTHER THAN SHIFT WORKERS)

All work done shall be paid for as follows:

(a) On a holiday or a substituted day as provided in clause 12 of this award - all employees - double time and a half.

(b) On a Sunday - double time.

Provided that any employee required to work on a Sunday or holiday or substituted day as provided in clause 12 of this award shall be entitled to not less than four hours' pay at special rates provided he or she is available for work during such four hours.

14 - SPECIAL ADDITIONAL RATE FOR SATURDAY MORNING WORK

A special additional amount shall be paid to all weekly employees working 38 hours per week in five and a half days for all time worked on Saturdays before the hour of twelve o'clock noon which shall be calculated at one half of the appropriate ordinary hourly rate for weekly employees. The total additional amount payable shall be calculated to the nearest cent half or less than half of a cent in a result to be disregarded.

15-ANNUAL LEAVE

Clause (A)

(a) Except as otherwise provided in this award, every employee shall at the end of each year of his or her employment by an employer, become entitled to annual leave of four weeks on ordinary pay.

(b) (i) This subclause shall apply to all annual leave, whether taken according to a roster, a close down, a part close down, or a part close-down/part rostered leave.

(ii) Except where agreement is reached in accordance with paragraph (iii) hereof, the annual leave shall be given and taken as directed by the employer on the following basis:

(1) in one continuous period of four weeks; or

(2) in two separate periods, one of which shall be of at least two weeks' duration.

(iii) Notwithstanding paragraphs (i) and (ii) hereof, annual leave may be taken by agreement between employer and employee(s) in such number of periods of not less than one day, as may be mutually agreed.

(c) If the employee and the employer so agree, the annual leave, or either of such separate periods, may be taken wholly or partly in advance before the employee has become entitled to the annual leave.

(d) The annual leave shall be given by the employer and shall be taken by the employee before the expiration of a period of six months or, where the employer and employee agree, twelve months after the date upon which the right to such leave accrues.

(e) Except as provided in clause (B) hereof, payment shall not be made by an employer to an employee in lieu of any annual leave or part thereof to which the employee is entitled under this award nor shall any such payment be accepted by the employee.

(f) (i) Except in the case of mutual consent to the contrary the employer shall give each employee at least one month's notice of the date from which his or her annual leave shall be taken.

(ii) The employer shall pay each employee, in advance before the commencement of the employee's annual leave, his or her ordinary pay for the leave period; which shall include any payment to which the employee is entitled in accordance with his or her contract of employment for ordinary hours of work and in the case of a shift worker shall include shift work premiums according to roster or projected roster including Saturday, Sunday or public holiday shifts.

(iii) When an employee proceeds on annual leave or part thereof in accordance with subclauses (b) and (c) hereof he or she shall receive a loading of 17.5 per cent, calculated on the appropriate rate of wage prescribed in this award.

(iv) In the case of a shift worker whose shift premiums according to roster or projected roster as prescribed by paragraph (f)(ii) hereof entitles him or her to a greater amount than the 17.5 per cent loading then the shift loadings shall be added to the employees ordinary pay in lieu of the annual leave loading.

(v) The annual leave loading prescribed in this clause shall not apply to proportionate payment of leave on termination of employment.

(g) Where the annual leave or any part thereof has been taken before the right to the annual leave has accrued, the right to further annual leave shall not commence to accrue until after the expiration of the year of employment in respect of which the annual leave or part has been so taken.

(h) Where any holiday for which the employee is entitled to payment under this award occurs during any period of annual leave taken by an employee under this clause, the period of the leave shall be increased by one day in respect of that holiday.

(i) In respect of employees who work a 38 hour week in accordance with paragraphs 4(d)(iii) and (iv) of this award the four weeks of annual leave shall be inclusive of two half days or one full day of which accrue under clause 4 of this award.

Clause (B)

(a) Where the employment of an employee who has become entitled to one or more periods of annual leave provided by this award is terminated, the employer shall be deemed to have given all such leave (except so much, if any, as has already been taken) to the employee as from the date of the termination of the employment, and shall forthwith pay to the employee, in addition to all other amounts due to the employee, the employee's ordinary pay for the period of that leave.

(b) Subclause (a) hereof applies to and in respect of any annual leave (except so much, if any, as has already been taken) whether or not the employee concerned continues to be entitled (apart from this clause) to take it, and so applies as if the employee's right to take it had accrued immediately before the date of the termination of the employee's employment.

(c) Nothing in subclause (a) or (b) hereof affects the obligation of an employer to give, or an employee to take, annual leave in accordance with this award.

(d)(i) This subclause applies with respect to every period of employment of an employee by any employer which is less than one year, such period being computed from the date of the commencement of the employment or (where the employee has during the employment become entitled to any annual leave or holidays under the last preceding clause) computed from the date upon which she/he became entitled to that annual leave or to the last annual leave as the case may be.

(ii) Where the employment of any employee by any employer is terminated at the end of a period of employment to which this subclause applies the employer shall forthwith pay to the employee in addition to all other amounts due to her/him, an amount equal to one-twelfth of his or her ordinary pay for that period of employment.

(e) Where the annual leave under clause (A) hereof, or any part thereof, has been taken in advance by an employee pursuant to subclause (A)(c) hereof and:

(i) the employment of the employee is terminated before he or she has completed the year of employment in respect of which such annual leave or part was taken; and

(ii) the sum paid by the employer to the employee for the annual leave or part so

taken in advance exceeds the sum which the employer is required to pay to the employee under subclause (d) hereof:

the employer shall not be liable to make any payment to the employee under subclause (d) hereof and shall be entitled to deduct the amount of such excess from any remuneration payable to the employee upon the termination of the employment.

(f) (i) Where an employer intends temporarily to close (or reduce to nucleus) the establishment or a section thereof for the purposes (inter alia) of allowing annual leave to the employees concerned or a majority of them he or she may give in writing to such employees one month's notice (or, in the case of any employee engaged after giving of such notice, notice on the date of the employee's engagement) that he or she elects to apply the provisions of this subclause; and thereupon:

(1) any such employee who at the date of closing is entitled to his or her annual leave shall be given his annual leave commencing as on and from the date of closing and, in addition, shall be paid one-twelfth of her/his ordinary pay for any period of employment after accrual of his/her right to the annual leave and up to but excluding the date of closing;

(2) any such employee who at the date of closing is not entitled to his/her annual leave shall be given leave without pay as on and from the date of closing and shall be paid one-twelfth of his or her ordinary pay for the period of his or her employment since the commencement thereof or the accrual of his or her last annual leave (whichever is the later) and up to but excluding the date of closing, together with pay for any holiday during such leave for which he or she is entitled to payment under this award; and

(3) the next twelve-monthly qualifying period of employment for every such employee shall commence on and from the date of closing.

(ii) In this subclause "date of closing" in relation to each employee means the first day of his or her annual leave pursuant to this subclause.

Clause (C)

(a) For the purposes of clauses (A) and (B) hereof:

"Ordinary pay" in relation to any employee means remuneration for the employee's normal weekly number of hours of work calculated at the ordinary time rate of pay and where the employee is provided with board or lodging by his or her employer, includes the cash value of the board or lodging.

"Week" in relation to any employee means the employee's ordinary working week.

"Employee" means any person employed by any employer to do any work for hire or reward

(b) For the purposes of the definition of the term "ordinary pay" in subclause (a) hereof:

(i) where no ordinary time rate of pay is fixed for an employee's work under the terms of his or her employment the ordinary time rate of pay shall be deemed to be the average weekly rate earned by him or her during the period in respect of which the right to the annual leave accrues;

(ii) where no normal weekly number of hours is fixed for an employee under the terms of his or her employment, the normal weekly number of hours of work shall be deemed to be the average weekly number of hours worked by him or her during the period in respect of which the right to the annual leave accrues;

(iii) the cash value of any board or lodging provided for an employee shall be deemed

to be its cash value as fixed by or under the terms of the employee's employment or, if it is not so fixed, shall be computed at the rate of \$4.00 a week for board and \$2.00 a week for lodging.

Provided that the value of any board or lodging or the amount of any payment in respect of board or lodging shall not be included in any case where the board or lodging is provided or the payment is made not as a part of his or her ordinary pay, but because the work done by the employee is in such a locality as to necessitate his or her sleeping elsewhere than at his or her genuine place of residence, or because of any other special circumstances.

(c) For the purposes of this award, a year of employment shall be deemed to be unbroken notwithstanding;

(i) any annual leave or long service leave taken therein;

(ii) any interruption or ending of the employment by the employer if such interruption or ending is made with the intention of avoiding obligations in respect of annual leave or long service leave;

(iii) any absence from work of not more than fourteen days in the year of employment on account of sickness or accident;

(iv) any absence on account of leave (other than annual leave or long service leave) granted, imposed or agreed to by the employer;

(v) any absence on any other account not involving termination of employment:

and in calculating a year of employment any absence of a kind mentioned in paragraphs (i), (ii) or (iii) hereof shall be counted as part of the year of employment but in respect of absences of a kind mentioned in paragraphs (iv) and (v) hereof it will be necessary for the employee as part of his or her qualification for annual leave to serve such additional period as equals the period of such absences.

Clause (D)

In addition to the leave herein before prescribed, seven-day shift workers, that is shift workers who are rostered to work regularly on Sundays and holidays, shall be allowed one week's leave including non-working days.

Where an employee with one year's continuous employment is engaged for part of the yearly period as a seven-day shift worker, he or she shall be entitled to have the period of annual leave herein before prescribed increased by half a day for each month he or she is continuously engaged as aforesaid.

In the case of an employee who is engaged for part of any year of employment as a seven day shift worker, and whose employment is terminated, he or she shall be paid in addition to any other amounts due to him or her an additional amount equal to one forty-eighth of his or her ordinary pay in respect of his or her period of employment as seven-day shift worker.

Clause (E)

The entitlement of a casual employee under this clause (see paragraphs (B)(c)(i) and (B)(c)(ii) hereof) may, at the election of the employer (such election to be notified in writing to the employee), be paid to the employee by increasing the hourly rate of pay by one-twelfth of the appropriate ordinary hourly rate payable to a weekly employee.

16 - SICK LEAVE

(a) Any employee other than a casual employee who, having had at least three months'

service with the same employer, is absent from duty as a result of personal ill health or accident shall be entitled to sick pay as follows:

(i) During the first year 3.16 hours' ordinary pay for each complete month of service.

(ii) During any subsequent year of service, 61 hours' ordinary pay.

Provided that in either case such employee produces or forwards within 48 hours of the commencement of such absence evidence satisfactory to the employer that his or her non-attendance was due to personal ill health or accident necessitating such absence.

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

No employer shall terminate the services of an employee during the currency of any period of sick leave with the object of avoiding his/her obligations under this subclause.

(c) Employees shall not be eligible for sick leave unless, where they are in a position to do so, they take all reasonable steps to advise their employer of their absence from duty, as near as possible to, but not later than one hour after normal commencement time.

Such advice shall, as far as practicable, state the nature of the injury or illness and the estimated duration of the absence.

Provided that, if it is not practicable to inform the employer within one hour of the normal commencement time, employees shall inform their employers as soon as practicable thereafter.

(d) Where an employee is sick or injured on the week day the rostered day off is to be taken in accordance with paragraph 4(d)(iii) or (iv) of this award, the employee shall not be entitled to sick pay nor will his or her sick pay entitlement be reduced as a result of his or her sickness or injury on that day.

(e) Employees claiming sick leave on the day before or the day after a rostered day off taken in accordance with paragraph 4(d)(iii) or (iv) of this award, if requested by the employer, shall provide proof of illness or injury as prescribed in subclause (a) hereof.

(f) The hours of accumulated sick leave standing to the credit of each full-time employee as at 1 January 1988 shall be consequently reduced by the introduction of the 38 hour week according to the following formula - hours of sick leave accumulated multiplied by 38 and divided by forty.

16A - FAMILY LEAVE

Use of sick leave

(a) (i) An employee with responsibilities in relation to either members of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement which accrues after the date of this order for absences to provide care and support for such persons when they are ill.

(ii) The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.

(iii) The entitlement to use sick leave in accordance with this subclause is subject

to:

(1) the employee being responsible for the care of the person concerned;

(2) the person concerned being either:

(A) a member of the employee's immediate family; or

(B) a member of the employee's household.

(3) The term "immediate family" includes:

(A) a spouse (including a former spouse a de facto spouse and a former de facto spouse) of the employee. A de facto spouse, in relation to a person, means a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; and

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

(iv) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and 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 shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

Unpaid leave for family purpose

(b) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care to a family member who is ill.

Annual leave

(c) (i) Notwithstanding the provision of this clause, an employee may elect, with the consent of the employer, to take annual leave in single periods not exceeding five days in any calendar year at a time or times agreed between them.

(ii) Access to annual leave, as prescribed in paragraph (i) hereof, shall be exclusive of any shutdown period provided for elsewhere under this award.

(iii) An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

Time off in lieu of payment for overtime

(d) (i) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer.

(ii) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.

(iii) An employer shall, if requested by an employee, provide payment, at the rate provided for the payment of overtime in the award, for any overtime worked under paragraph (i) hereof where such time has not been taken within four weeks of accrual.

Make-up time

(e) An employee may elect, with the consent of their 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.

Grievance process

(f) In the event of any dispute arising in connection with any part of this clause, such a dispute shall be processed in accordance with the dispute settling provisions of this award.

17 - COMPASSIONATE LEAVE

(a) An employee shall be entitled to a maximum of two days without loss of pay on each occasion and on production of satisfactory evidence of the death in Australia of the employee's husband, wife, father, mother, brother, sister, child, stepchild or parents-in-law.

For the purposes of this subclause the words "wife" and "husband" shall include de facto wife or husband and the words "father" and "mother" shall include foster father or mother and step-father or mother.

(b) Provided further, an employee shall be entitled to a maximum of two days' leave without loss of pay on each occasion and on the production of satisfactory evidence of the death outside of Australia of an employee's husband, wife, father or mother and where such employee travels outside of Australia to attend the funeral.

18 - 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.

(A) MATERNITY LEAVE

Nature of leave

(1) Maternity leave is unpaid leave.

Definitions

(2) For the purposes of this subclause:

(a) "Employee" includes a part-time employee but does not include an employee engaged upon casual or seasonal work.

(b) "Paternity leave" means leave of the type provided for in subclause (B) whether prescribed in an award or otherwise.

(c) "Child" means a child of the employee under the age of one year.

(d) "Spouse" includes a de facto or a former spouse.

(e) "Continuous service" means service under an unbroken contract of employment and includes:

(i) any period of leave taken in accordance with this clause,

(ii) any period of part-time employment worked in accordance with this clause, or

(iii) any period of leave or absence authorised by the employer or by the award.

Eligibility for maternity leave

(3) An employee who becomes pregnant, upon production to her employer of the certificate required by paragraph (4) hereof, shall be entitled to a period of up to 52 weeks maternity leave provided that such leave shall not extend beyond the child's first birthday. This entitlement shall be reduced by any period of paternity leave taken by the employee's spouse in relation to the same child and apart from paternity leave of up to one week at the time of confinement shall not be taken concurrently with paternity leave.

Subject to paragraphs (6) and (9) hereof the period of maternity leave shall be unbroken and shall, immediately following confinement, include a period of six weeks compulsory leave.

The employee must have had at least 12 months continuous service with that employer immediately preceding the date upon which she proceeds upon such leave.

Certification

(4) At the time specified in paragraph (5) the employee must produce to her employer:

(a) a certificate from a registered medical practitioner stating that she is pregnant and the expected date of confinement;

(b) 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.

Notice requirements

(5) (a) An employee shall, not less than ten weeks prior to the presumed date of confinement, produce to her employer the certificate referred to in subparagraph (4) (a).

(b) An employee shall give not less than four weeks notice in writing to her employer of the date upon which she proposes to commence maternity leave stating the period of leave to be taken and shall, at the same time, produce to her employer the statutory declaration referred to in subparagraph (4) (b).

(c) An employer by not less than 14 days notice in writing to the employee may require her to commence maternity leave at any time within the six weeks immediately prior to her presumed date of confinement.

(d) An employee shall not be in breach of this clause as a consequence of failure to give the stipulated period of notice in accordance with subparagraph (b) hereof if such failure is occasioned by the confinement occurring earlier than the presumed date.

Transfer to a safe job

(6) Where, 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 shall, 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.

If the transfer to a safe job is not practicable, the employee may, or the employer may require the employee to, take leave for such period as is certified necessary by a registered medical practitioner. Such leave shall be treated as maternity leave for the purposes of paragraphs (10), (11), (12) and (13) hereof.

Variation of period of maternity leave

(7) (a) Provided the maximum period of maternity leave does not exceed the period to which the employee is entitled under paragraph (3) hereof:

(i) the period of maternity leave may be lengthened once only by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be lengthened;

(ii) the period may be further lengthened by agreement between the employer and the employee.

(b) The period of maternity leave may, with the consent of the employer, be shortened by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be shortened.

Cancellation of maternity leave

(8) (a) Maternity leave, applied for but not commenced, shall be cancelled when the pregnancy of an employee terminates other than by the birth of a living child.

(b) Where the pregnancy of an employee then on maternity leave terminates other than by the birth of a living child, it shall be the right of the employee to resume work at a time nominated by the employer which shall not exceed four weeks from the date of notice in writing by the employee to the employer that she desires to resume work.

Special maternity leave and sick leave

(9) (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:

(i) she shall be entitled to such period of unpaid leave (to be known as special maternity leave) as a registered medical practitioner certifies as necessary before her return to work; or

(ii) for illness other than the normal consequences of confinement she shall be entitled, either in lieu of or in addition to special maternity leave, to such paid sick leave as to which she is then entitled and which a registered medical practitioner certifies as necessary before her return to work.

(b) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take such paid sick leave as to which she is then entitled and such further unpaid leave (to be known as special maternity leave) as a registered practitioner certifies as necessary before her return to work, provided that the aggregate of paid sick leave, special maternity leave and maternity leave shall not exceed the period to which the employee is entitled under paragraph (3) hereof.

(c) For the purposes of paragraphs (10), (11) and (12) hereof, maternity leave shall include special maternity leave.

(d) An employee returning to work after the completion of a period of leave taken pursuant to this paragraph shall be entitled to the position which she held immediately before proceeding on such leave or, in the case of an employee who was transferred to a safe job pursuant to paragraph (6) hereof, to the position she 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 she shall be entitled to a position as nearly comparable in status and pay to that of her former position.

Maternity leave and other leave entitlements

(10) (a) Provided the aggregate of any leave, including leave taken under this subclause, does not exceed the period to which the employee is entitled under paragraph (3) hereof, an employee may, in lieu of or in conjunction with maternity leave, take any annual leave or long service leave or any part thereof to which she is entitled.

(b) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave) shall not be available to an employee during her absence on maternity leave.

Effect of maternity leave on employment

(11) Subject to this subclause, notwithstanding any award or other provision to the contrary, absence on maternity leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose of any relevant award or agreement.

Termination of employment

(12) (a) An employee on maternity leave may terminate her employment at any time during the period of leave by notice given in accordance with this award.

(b) An employer shall not terminate the employment of an employee on the ground of her pregnancy or of her absence on maternity leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

Return to work after maternity leave

(13) (a) An employee shall confirm her intention of returning to work by notice in writing to the employer given not less than four weeks prior to the expiration of her period of maternity leave.

(b) An employee, upon returning to work after maternity leave or the expiration of the notice required by subparagraph (a) hereof, shall be entitled to the position which she held immediately before proceeding on maternity leave or, in the case of an employee who was transferred to a safe job pursuant to paragraph (6) hereof, to the position which she held immediately before such transfer or in relation to an employee who has worked part-time during the pregnancy the position she held immediately before commencing such part-time work.

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

Replacement employees

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

(b) Before an employer engages a replacement employee the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

(c) Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising her rights under this subclause, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.

(d) Nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.

(B) PATERNITY LEAVE

Nature of leave

(1) Paternity leave is unpaid leave.

Definitions

(2) For the purposes of this subclause:

(a) "Employee" includes a part-time employee but does not include an employee engaged upon casual or seasonal work.

(b) "Maternity leave" means leave of the type provided for in subclause (A) (and includes special maternity leave) whether prescribed in an award or otherwise.

(c) "Child" means a child of the employee or the employee's spouse under the age of one year.

(d) "Spouse" includes a de facto or a former spouse.

(e) "Primary care-giver" means a person who assumes the principal role of providing care and attention to a child.

(f) "Continuous service" means service under an unbroken contract of employment and includes:

(i) any period of leave taken in accordance with this clause,

(ii) any period of part-time employment worked in accordance with this clause, or

(iii) any period of leave or absence authorised by the employer or by the award.

Eligibility for paternity leave

(3) A male employee, upon production to his employer of the certificate required by paragraph (4), shall be entitled to one or two periods of paternity leave, the total of which shall not exceed 52 weeks, in the following circumstances:

(a) an unbroken period of up to one week at the time of confinement of his spouse;

(b) a further unbroken period of up to 51 weeks in order to be the primary care-giver of a child provided that such leave shall not extend beyond the child's first birthday. This entitlement shall be reduced by any period of maternity leave taken by the employee's spouse and shall not be taken concurrently with that maternity leave.

The employee must have had at least 12 months continuous service with that employer immediately preceding the date upon which he proceeds upon either period of leave.

Certification

(4) At the time specified in paragraph (5) the employee must produce to his employer:

(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;

(b) in relation to any period to be taken under subparagraph (3) (b) hereof, a statutory declaration stating:

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

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

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

Notice requirements

(5) (a) The employee shall, not less than ten weeks prior to each proposed period of leave, give the employer notice in writing stating the dates on which he proposes to start and finish the period or periods of leave and produce the certificate and statutory declaration required in paragraph (4) hereof.

(b) The employee shall not be in breach of this paragraph as a consequence of failure to give the notice required in subparagraph (a) hereof if such failure is due to:

(i) the birth occurring earlier than the expected date; or

(ii) the death of the mother of the child; or

(iii) other compelling circumstances.

(c) The employee shall immediately notify his employer of any change in the information provided pursuant to paragraph (4) hereof.

Variation of period of paternity leave

(6) (a) Provided the maximum period of paternity leave does not exceed the period to which the employee is entitled under paragraph (3) hereof:

(i) the period of paternity leave provided by subparagraph (3) (b) may be lengthened once only by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be lengthened;

(ii) the period may be further lengthened by agreement between the employer and the employee.

(b) The period of paternity leave taken under subparagraph (3) (b) hereof may, with the consent of the employer, be shortened by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be shortened.

Cancellation of paternity leave

(7) Paternity leave, applied for under subparagraph (3) (b) hereof but not commenced, shall be cancelled when the pregnancy of the employee's spouse terminates other than by the birth of a living child.

Paternity leave and other leave entitlements

(8) (a) Provided the aggregate of any leave, including leave taken under this subclause, does not exceed the period to which the employee is entitled under paragraph (3) hereof, an employee may, in lieu of or in conjunction with paternity leave, take any annual leave or long service leave or any part thereof to which he is entitled.

(b) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave) shall not be available to an employee during his absence on paternity leave.

Effect of paternity leave on employment

(9) Subject to this subclause, notwithstanding any award or other provision to the contrary absence on paternity leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose of any relevant award or agreement.

Termination of employment

(10) (a) An employee on paternity leave may terminate his employment at any time during the period of leave by notice given in accordance with this award.

(b) An employer shall not terminate the employment of an employee on the ground of his absence on paternity leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

Return to work after paternity leave

(11) (a) An employee shall confirm his intention of returning to work by notice in writing to the employer given not less than four weeks prior to the expiration of the period of paternity leave provided by subparagraph (3) (b) hereof.

(b) An employee, upon returning to work after paternity leave or the expiration of the notice required by subparagraph (a) hereof, shall be entitled to the position which he held immediately before proceeding on paternity leave, or in relation to an employee who has worked part-time under this clause to the position he held immediately before commencing such part-time work.

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

Replacement employees

(12) (a) A replacement employee is an employee specifically engaged as a result of an employee proceeding on paternity leave.

(b) Before an employer engages a replacement employee the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

(c) Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising his rights under this subclause, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.

(d) Nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.

(C) ADOPTION LEAVE

Nature of leave

(1) Adoption leave is unpaid leave.

Definitions

(2) For the purposes of this subclause:

(a) "Employee" includes a part-time employee but does not include an employee engaged

upon casual or seasonal work.

(b) "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.

(c) "Relative adoption" occurs where a child, as defined, is adopted by a grandparent, brother, sister, aunt or uncle (whether of the whole blood or half blood or by marriage).

(d) "Primary care-giver" means a person who assumes the principal role of providing care and attention to a child.

(e) "Spouse" includes a de facto spouse.

(f) "Continuous service" means service under an unbroken contract of employment and includes:

(i) any period of leave taken in accordance with this clause,

(ii) any period of part-time employment worked in accordance with this clause, or

(iii) any period of leave or absence authorised by the employer or by the award.

Eligibility

(3) An employee, upon production to the employer of the documentation required by paragraph (4) hereof shall be entitled to one or two periods of adoption leave, the total of which shall not exceed 52 weeks, in the following circumstances:

(a) an unbroken period of up to three weeks at the time of the placement of the child;

(b) an unbroken period of up to 52 weeks from the time of its placement in order to be the primary care-giver of the child. This leave shall not extend beyond one year after the placement of the child and shall not be taken concurrently with adoption leave taken by the employee's spouse in relation to the same child. This entitlement of up to 52 weeks shall be reduced by:

(i) any period of leave taken pursuant to subparagraph (a) hereof; and

(ii) the aggregate of any periods of adoption leave taken or to be taken by the employee's spouse;

The employee must have had at least 12 months continuous service with that employer immediately preceding the date upon which he or she proceeds upon such leave in either case.

Certification

(4) Before taking adoption leave the employee must produce to the employer:

(a) (i) A statement from an adoption agency or other appropriate body of the presumed date of placement of the child with the employee for adoption purposes; or

(ii) A statement from the appropriate government authority confirming that the employee is to have custody of the child pending application for an adoption order.

(b) In relation to any period to be taken under subparagraph (3) (b) hereof, a statutory declaration stating:

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

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

(iii) for the period of adoption leave the employee will not engage in any conduct inconsistent with his or her contract of employment.

Notice requirements

(5) (a) Upon receiving notice of approval for adoption purposes, an employee shall notify the employer of such approval and within two months of such approval shall further notify the employer of the period or periods of adoption leave the employee proposes to take. In the case of a relative adoption the employee shall notify as aforesaid upon deciding to take a child into custody pending an application for an adoption order.

(b) An employee who commences employment with an employer after the date of approval for adoption purposes shall notify the employer thereof upon commencing employment and of the period or periods of adoption leave which the employee proposes to take. Provided that such employee shall not be entitled to adoption leave unless the employee has not less than 12 months continuous service with that employer immediately preceding the date upon which he or she proceeds upon such leave.

(c) An employee shall, as soon as the employee is aware of the presumed date of placement of a child for adoption purposes but no later than 14 days before such placement, give notice in writing to the employer of such date, and of the date of the commencement of any period of leave to be taken under subparagraph (3) (a) hereof.

(d) An employee shall, ten weeks before the proposed date of commencing any leave to be taken under subparagraph (3) (b) hereof give notice in writing to the employer of the date of commencing leave and the period of leave to be taken.

(e) An employee shall not be in breach of this subclause, as a consequence of failure to give the stipulated period of notice in accordance with subparagraphs (c) and (d) hereof if such failure is occasioned by the requirement of an adoption agency to accept earlier or later placement of a child, the death of the spouse or other compelling circumstances.

Variation of period of adoption leave

(6) (a) Provided the maximum period of adoption leave does not exceed the period to which the employee is entitled under paragraph (3) hereof:

(i) the period of leave taken under subparagraph (3) (b) hereof may be lengthened once only by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be lengthened;

(ii) the period may be further lengthened by agreement between the employer and employee.

(b) The period of adoption leave taken under subparagraph (3) (b) hereof may, with the consent of the employer, be shortened by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be shortened.

Cancellation of adoption leave

(7) (a) Adoption leave, applied for but not commenced, shall be cancelled should the placement of the child not proceed.

(b) Where the placement of a child for adoption purposes with an employee then on adoption leave does not proceed or continue, the employee shall notify the employer forthwith and the employer shall nominate a time not exceeding four weeks from receipt of notification for the employee's resumption of work.

Special leave

(8) The employer shall grant to any employee who is seeking to adopt a child, such unpaid leave not exceeding two days, as is required by the employee to attend any compulsory interviews or examinations as are necessary as part of the adoption procedure. Where paid leave is available to the employee the employer may require the employee to take such leave in lieu of special leave.

Adoption leave and other entitlements

(9) (a) Provided the aggregate of any leave, including leave taken under this subclause, does not exceed the period to which the employee is entitled under paragraph (3) hereof, an employee may, in lieu of or in conjunction with adoption leave, take any annual leave or long service leave or any part thereof to which he or she is entitled.

(b) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave), shall not be available to an employee during the employee's absence on adoption leave.

Effect of adoption leave on employment

(10) Subject to this subclause, notwithstanding any award or other provision to the contrary, absence on adoption leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose of any relevant award or agreement.

Termination of employment

(11) (a) An employee on adoption leave may terminate the employment at any time during the period of leave by notice given in accordance with this award.

(b) An employer shall not terminate the employment of an employee on the ground of the employee's application to adopt a child or absence on adoption leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

Return to work after adoption leave

(12) (a) An employee shall confirm the intention of returning to work by notice in writing to the employer given not less than four weeks prior to the expiration of the period of adoption leave provided by subparagraph (3) (b) hereof.

(b) An employee, upon returning to work after adoption leave shall be entitled to the position held immediately before proceeding on such leave or in relation to an employee who has worked part-time under this clause the position held immediately before commencing such part-time work.

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 shall be entitled to a position as nearly comparable in status and pay to that of the employee's former position.

Replacement employees

(13) (a) A replacement employee is an employee specifically engaged as a result of an employee proceeding on adoption leave.

(b) Before an employer engages a replacement employee the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

(c) Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising rights under this subclause, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.

(d) Nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.

(D) PART-TIME WORK

Definitions

(1) For the purposes of this subclause:

(a) "Male employee" means an employed male who is caring for a child born of his spouse or a child placed with the employee for adoption purposes.

(b) "Female employee" means an employed female who is pregnant or is caring for a child she has borne or a child who has been placed with her for adoption purposes.

(c) "Spouse" includes a de facto spouse.

(d) "Former position" means the position held by a female or male employee immediately before proceeding on leave or part-time employment under this subclause whichever first occurs or, if such position no longer exists but there are other positions available for which the employee is qualified and the duties of which he or she is capable of performing, a position as nearly comparable in status and pay to that of the position first mentioned in this definition.

(e) "Continuous service" means service under an unbroken contract of employment and includes:

(i) any period of leave taken in accordance with this clause;

(ii) any period of part-time employment worked in accordance with this clause; or

(iii) any period of leave or absence authorised by the employer or by the award.

Entitlement

(2) With the agreement of the employer:

(a) A male employee may work part-time in one or more periods at any time from the date of birth of the child until its second birthday or, in relation to adoption, from the date of placement of the child until the second anniversary of the placement.

(b) A female employee may work part-time in one or more periods while she is pregnant where part-time employment is, because of the pregnancy, necessary or desirable.

(c) A female employee may work part-time in one or more periods at any time from the seventh week after the date of birth of the child until its second birthday.

(d) In relation to adoption a female employee may work part-time in one or more

periods at any time from the date of the placement of the child until the second anniversary of that date.

Return to former position

(3) (a) An employee who has had at least 12 months continuous service with an employer immediately before commencing part-time employment after the birth or placement of a child has, at the expiration of the period of such part-time employment or the first period, if there is more than one, the right to return to his or her former position.

(b) Nothing in subparagraph (a) hereof shall prevent the employer from permitting the employee to return to his or her former position after a second or subsequent period of part-time employment.

Effect of part-time employment on continuous service

(4) Commencement on part-time work under this clause, and return from part-time work to full-time work under this clause, shall not break the continuity of service or employment.

Pro rata entitlements

(5) Subject to the provisions of this subclause and the matters agreed to in accordance with paragraph (8) hereof, part-time employment shall be in accordance with the provisions of this award which shall apply pro rata.

Transitional arrangements - annual leave

(6) (a) An employee working part-time under this subclause shall be paid for and take any leave accrued in respect of a period of full-time employment, in such periods and manner as specified in the annual leave provisions of this award, as if the employee were working full-time in the class of work the employee was performing as a full-time employee immediately before commencing part-time work under this subclause.

(b) (i) A full-time employee shall be paid for and take any annual leave accrued in respect of a period of part-time employment under this subclause, in such periods and manner as specified in this award, as if the employee were working part-time in the class of work the employee was performing as a part-time employee immediately before resuming full-time work.

(ii) Provided that, by agreement between the employer and the employee, the period over which the leave is taken may be shortened to the extent necessary for the employee to receive pay at the employee's current full-time rate.

Transitional arrangements - sick leave

(7) An employee working part-time under this subclause shall have sick leave entitlements which have accrued under this award (including any entitlement accrued in respect of previous full-time employment) converted into hours. When this entitlement is used, whether as a part-time employee or as a full-time employee, it shall be debited for the ordinary hours that the employee would have worked during the period of absence.

Part-time work agreement

(8) (a) Before commencing a period of part-time employment under this subclause the employee and the employer shall agree:

(i) that the employee may work part-time;

(ii) upon the hours to be worked by the employee, the days upon which they will be worked and commencing times for the work;

(iii) upon the classification applying to the work to be performed; and

(iv) upon the period of part-time employment.

(b) The terms of this agreement may be varied by consent.

(c) The terms of this agreement or any variation to it shall be reduced to writing and retained by the employer. A copy of the agreement and any variation to it shall be provided to the employee by the employer.

(d) The terms of this agreement shall apply to the part-time employment.

Termination of employment

(9) (a) The employment of a part-time employee under this clause, may be terminated in accordance with the provisions of this award but may not be terminated by the employer because the employee has exercised or proposes to exercise any rights arising under this clause or has enjoyed or proposes to enjoy any benefits arising under this clause.

(b) Any termination entitlements payable to an employee whose employment is terminated while working part-time under this clause, or while working full-time after transferring from part-time work under this clause, shall be calculated by reference to the full-time rate of pay at the time of termination and by regarding all service as a full-time employee as qualifying for a termination entitlement based on the period of full-time employment and all service as a part-time employee on a pro rata basis.

Extension of hours of work

(10) An employer may request, but not require, an employee working part-time under this clause to work outside or in excess of the employee's ordinary hours of duty provided for in accordance with paragraph (8).

Nature of part-time work

(11) The work to be performed part-time need not be the work performed by the employee in his or her former position but shall be work otherwise performed under this award.

Inconsistent award provisions

(12) An employee may work part-time under this clause notwithstanding any other provision of this award which limits or restricts the circumstances in which part-time employment may be worked or the terms upon which it may be worked including provisions:

(a) limiting the number of employees who may work part-time;

(b) establishing quotas as to the ratio of part-time to full-time employees;

(c) prescribing a minimum or maximum number of hours a part-time employee may work;
or

(d) requiring consultation with, consent of or monitoring by a union; and such provisions do not apply to part-time work under this clause.

Replacement employees

(13) (a) A replacement employee is an employee specifically engaged as a result of an employee working part-time under this subclause.

(b) A replacement employee may be employed part-time. Subject to this paragraph, paragraphs (5), (6), (7), (8), (9) and (12) of this subclause apply to the part-time employment of a replacement employee.

(c) Before an employer engages a replacement employee under this paragraph, the employer shall inform the person of the temporary nature of the employment and of the rights of the employee who is being replaced.

(d) Unbroken service as a replacement employee shall be treated as continuous service for the purposes of subparagraph (1)(e) hereof.

(e) Nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.

19 - JURY SERVICE

An employee required to attend for jury service shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of his or her attendance for such jury service and the amount of wage he or she would have received in respect of the ordinary time he or she would have worked had he or she not been on jury service.

An employee shall notify his or her employer as soon as possible of the date upon which he or she is required to attend for jury service. Further the employee shall give the employer proof of his or her attendance, the duration of such attendance and the amount received in respect of such jury service.

20 - ACCIDENT MAKE-UP PAYMENT

(a) This clause shall apply to all employees covered by this award and it shall apply in respect of incapacity which results from an injury received on or after the date of operation of this award.

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

(i) An employer shall pay an employee accident make-up payment where the employee sustains an injury for which weekly payment of the compensation is payable by or on behalf of the employer pursuant to the provisions of the Victorian Workers Compensation Act 1958, as amended from time to time.

(ii) Accident make-up payment means a weekly payment of an amount being the difference between the weekly amount of compensation paid to the employee pursuant to the Accident Compensation Act and the employee's ordinary rates of pay, excluding overtime.

(iii) Accident make-up payment shall not apply in respect of any injury during the first five normal working days of incapacity.

(iv) Accident make-up payment shall not apply to any incapacity occurring during the first two weeks and then, subject to paragraph (iii) hereof and to the maximum period of payment prescribed elsewhere herein, accident pay shall apply only to the period of incapacity after the first two weeks.

(v) An employer shall pay, or cause to be paid, accident make-up payment during the incapacity of the employee within the meaning of the said appropriate Act. The maximum period or aggregate of periods of accident make-up payment to be made by an

employer shall be a total of 26 weeks for any one injury. Provided that, where the majority of employees in an employer's establishment are entitled to a maximum period of payment in excess of 26 weeks such maximum period shall apply to employees covered by this award.

(vi) Subject to paragraphs (b)(iii) and (iv) hereof, the liability to the employer to pay accident make-up payment in accordance with this clause, shall arise as at the date of the absence due to the incapacity in respect of which compensation is payable under the Act, and the termination of the employee's employment by the employer for any reason during the period of any incapacity shall in no way affect the liability of the employer to pay accident make-up payment as prescribed in this clause, except in those cases where:

(1) The termination is due to serious and/or wilful misconduct on the part of the employee; or

(2) Arises from a declaration of liquidation of the company in which case the employee's entitlement in the absence of agreement shall be referred to the Australian Industrial Relations Commission to determine.

(vii) In the event that the employee received a lump sum in redemption of weekly payments under the Act, the liability of the employer to pay accident makeup payment as herein provided shall cease from the date of such redemption.

(viii) An employer may at any time apply to the Australian Industrial Relations Commission for exemption from the terms of this clause on the grounds that an accident make-up payment scheme proposed and implemented by that employer contains provisions generally not less favourable to employees than the provision of this clause.

(c) In order to receive entitlements to accident pay an employee shall conform to the requirements of the Act as to medical examinations.

Where in accordance with the Act a medical referee gives a certificate as to the condition of the employee and his/her fitness for work or specifies work for which the employee is fit and such work is made available by the employer and refused by the employee or the employee fails to commence the work, accident pay shall cease from the date of such refusal or failure to commence work.

(d)(i) An employee receiving, or who has received accident pay, shall advise his/her employer of any action he/she may institute or any claim he/she may make for damages. Further the employee shall, if requested, provide an authority to the employer entitling the employer to a charge upon any money payable pursuant to any judgement or settlement on that injury.

(ii) Where an employee obtains a judgement or settlement for damages in respect of an injury for which he/she has received accident pay the employer's liability to pay accident pay shall cease from the date of such judgement or settlement; provided that if the judgement or settlement for damages is not reduced either in whole or part by the amount of accident pay provided by the employer, the employee shall pay to his/her employer any amount of accident pay already received in respect of that injury by which the judgement or settlement has not been so reduced.

(iii) Where an employee obtains a judgement or settlement for damages against a person other than the employer in respect of an injury for which he/she has received accident pay, the employer's liability to pay accident pay shall cease from the date of such judgement or settlement; provided that if the judgement or settlement for damages is not reduced either in whole or part by the amount of accident pay provided by the employer, the employee shall pay to his/her employer any amount of accident pay already received in respect of that injury by which the judgement or settlement has not been so reduced.

(e) Where an entitlement to accident make-up payment arises under this award any

reference to the Workers Compensation Act 1958 shall be deemed to include a reference to the Accident Compensation Act 1985 and any reference to the Accident Compensation Act 1985 shall be deemed to include a reference to the Workers Compensation Act 1958.

Committee of review

(f) In the event of any dispute arising out of the provisions of this clause the matter shall be referred to the Australian Industrial Relations Commission to determine.

21 - TIME AND WAGES RECORDS

Each employer shall keep time and wages records showing the name of each employee, the hours worked each day, and the wages and overtime paid each week. The time and wages record shall be open for inspection by a duly accredited official of the union during the usual office hours at the employer's office, or other convenient place, provided that only one demand for such inspection shall be made at the same establishment in any one fortnight, and such demand shall not be made unless the Secretary of the union suspects that a breach of this award has been committed.

22 - RIGHT OF ENTRY

An official of the Australian Municipal, Administrative, Clerical and Services Union, duly authorised in writing, shall be permitted to enter the employer's premises for the purpose of interviewing employees on legitimate union business under the following conditions:

(a) Visits may be made only at meal times or morning or afternoon tea breaks or such other time as may be agreed upon between the employer and the union;

(b) Not more than one visit per fortnight shall be made;

(c) The official produces his or her authority to the employer or his or her authorised representative;

(d) That there is no interference with work in the employer's establishment.

23 - MEAL PERIOD

Subject to the provisions of clause 8 of this award, a meal period of not less than 30 minutes shall be allowed to each employee. Such meal period shall be taken not later than five hours after commencing work and after the resumption of work from a previous meal break.

24 - MEAL ALLOWANCE

[24 varied by V010 ppc 06Sep96]

An employee shall be supplied with an adequate meal where an employer has his or her own cooking and dining facilities or shall be paid meal money in addition to any overtime payment as follows:

(i) When required to work not less than 1 hour of overtime (Monday to Friday inclusive) and such overtime finishes one and a half hours after the normal finishing time or five hours after the preceding meal break, whichever first occurs, or in the case of a shift worker when the overtime work on any shift exceeds 1 hour - \$7.50. Provided that where such overtime work exceeds 4 hours a further meal allowance of \$6.00 shall be paid.

(ii) When required to work more than 5 hours' overtime on a Saturday or a Sunday, or more than 5 hours by a shift worker on his rostered day off - \$7.50 and a further

\$6.00 when required to work more than 9 hours on such day.

These foregoing provisions shall not apply where an employee could reasonably return home for a meal within the period allowed.

(iii) On request, meal money shall be paid on the same day as overtime is worked.

(iv) The allowances specified in paragraphs (i) and (ii) hereof apply on and from 1 January 1991. The method of calculating further increases on the allowance will be as follows:

(1) The allowance will be varied annually as soon as the Australian Bureau of Statistics figures become available for the previous year (e.g. March to December quarters).

(2) The Victorian meal out and take away food component of the CPI will be the indicator to determine the increase for the allowances for the next 12 months.

25 - BOILING WATER

The employer shall provide facilities to enable the employee to obtain boiling water at meal times and rest periods.

26 - VEHICLE ALLOWANCE

(a) An employee required by his or her employer to use his or her own motor vehicle in the performance of his or her duties shall be paid the following allowances:

(i) Motor cars - 40 cents per kilometre with a maximum payment for up to 400 kilometres per week; and

(ii) Motorcycles - 22 cents per kilometre with a maximum payment for up to 400 kilometres per week.

(b) Where an employer provides a motor vehicle which is used by an employee in the performance of his or her duties, all expenses including registration, running and maintenance of such motor vehicle shall be paid by the employer.

27 - LIVING AWAY FROM HOME ALLOWANCE

An employee, required by his or her employer to work temporarily for the employer away from his or her usual place of employment, and who is required thereby to sleep away from his or her usual place of residence, shall be entitled to the following:

(a) Fares to and from the place at which the employer requires the employee to work.

(b) All reasonable expenses incurred for board and lodging.

(c) Payment at ordinary rates of pay for all time spent in travelling between the employee's usual place of employment and the temporary location, such paid time not to exceed eight hours in 24 hours.

28 - UNIFORM ALLOWANCE

Where an employer requires any employee to wear any special uniform, dress, or clothing, such employee shall be paid an allowance of \$2.10 per week unless such uniform, dress, or clothing is supplied and laundered by the employer.

29 - PROTECTIVE CLOTHING AND FOOTWEAR

(a) The employer shall provide uniforms and/or protective clothing for employees

engaged in work damaging to clothing; for example, the use of duplicators, addressographs, or similar machines, or on the receiving and/or despatch of goods.

(b) The employer shall provide appropriate protective footwear to employees who are constantly required to work under conditions which are wet and damaging to footwear, i.e. on surfaces periodically hosed down or in wet or muddy conditions.

30 - REST PERIOD

(a) All employees shall be allowed two rest intervals on each day as follows:

(i) The first of ten minutes to be allowed between the time of commencing work and the usual meal interval.

(ii) The second of ten minutes to be allowed between the usual meal interval and the time of ceasing work for the day.

(b) All employees who work more than four hours on a Saturday morning shall be allowed a rest period of ten minutes between the times of commencing and finishing work.

(c) Such intervals are to be counted as part of time worked.

31 - FLOOR COVERING

Where an employee is required to work for a period exceeding half an hour on a floor of concrete, stone, or similar material, the employer shall provide suitable floor covering or other insulating material.

32 - PAYMENT OF WAGES

(a) Wages, overtime and allowances shall be paid during working hours not later than Thursday in each week. When Friday is a public holiday payment shall be made not later than Wednesday in that week.

(b) On or prior to pay day, the employer shall give to each employee in writing, details of the amount of ordinary pay, overtime, penalty rates and allowances to which he or she is entitled, the amount of deductions made there from and the net amount being paid to her/him.

Provided that this information need not be given for any pay when the amounts are unchanged from his or her last notified normal gross pay, deductions and net wage and provided further that it shall be given at not less than half yearly intervals.

(c) (i) The provisions of subclause (a) hereof may be varied by agreement between the employer and the majority of employees consistent with the requirements of the Act.

(ii) Where an office intends to change from weekly pays to fortnightly pays without one week's pay in advance the following procedure shall apply in respect of existing employees.

The first fortnightly pay shall include one week's pay in advance. The one week's pay in advance shall be phased out at a rate which the individual employee elects over a maximum period of five months. Provided that an existing employee may elect to change to a fortnightly pay immediately without one week in advance.

(iii) In the event of a dispute arising when an alternative method of pay is being implemented in any office the matter may be referred by either party to the Australian Industrial Relations Commission for resolution.

(d) Wages shall be paid as follows:

Employee who actually works 38 ordinary hours each week

(i) In the case of an employee whose ordinary hours of work are arranged in accordance with clause 4 of this award, so that he or she works 38 ordinary hours each week, wages shall be paid subject to subclause (c) hereof according to the actual ordinary hours worked each week.

Employee who works an average of 38 ordinary hours each week

(ii) Subject to subclauses (e) and (f) hereof, in the case of an employee whose ordinary hours of work are arranged in accordance with clause 4 of this award, so that he or she works an average of 38 ordinary hours each week during a particular work cycle, wages shall be paid subject to subclause (c) hereof, according to a weekly average of ordinary hours worked even though more or less than 38 hours may be worked in any particular week of the work cycle.

Special note: explanation of averaging system

(e) As provided in this subclause, an employee whose ordinary hours may be more or less than 38 in any particular week of work cycle is to be paid wages on the basis of an average of 38 ordinary hours so as to avoid fluctuating wage payments each week. An explanation of the averaging system of paying wages is set out below:

(i) Paragraphs 4(d)(iii) and (iv) of this award provide that in the working of a 38 hour week the ordinary hours of an employee may be arranged so that he or she is entitled to a day off, on a fixed day or rostered day basis, during each work cycle. It is in these circumstances that the averaging system would apply.

(ii) If the 38 hour week is worked so as to give an employee a day off in each work cycle this would be achieved, if during a work cycle of 28 consecutive days (that is, over four consecutive weeks) the employee's ordinary hours were arranged on the basis that for three of the four weeks he or she worked 40 ordinary hours each week and in the fourth week he or she worked 32 ordinary hours. That is, he or she would work for 8 ordinary hours each day Monday to Friday, inclusive for three weeks, and 8 ordinary hours on four week days only in the fourth week a total of 19 days during the work cycle. In such a case the averaging system applies and the weekly wage rates for ordinary hours of work applicable to the employee shall be the average weekly wage rates set out for the employee's classification in clause 4 of this award, and shall be paid each week even though more or less than 38 ordinary hours are worked that week.

In effect, under the averaging system, the employee accrues a "credit" each day he or she works actual ordinary hours in excess of the daily average which would otherwise be 7 hours, 36 minutes. This "credit" is carried forward so that in the week of the cycle that he or she works on only four days, the actual pay would be for an average of 38 ordinary hours even though, that week, the employee works a total of 32 ordinary hours. Consequently, for each day an employee works 8 ordinary hours he or she accrues a "credit" of 24 minutes (0.4 hours). The maximum "credit" the employee may accrue under this system is 0.4 hours on 19 days; that is, a total of 7 hours, 36 minutes.

As provided in paragraph (i) hereof, an employee will not accrue a "credit" for each day he or she is absent from duty other than on annual leave, long service leave, public holidays, paid sick leave, workers' compensation, bereavement leave or jury service. When an employee is absent from duty because of annual leave, workers' compensation, bereavement leave or jury service, his or her entitlement is determined in accordance with the appropriate award provision dealing with such entitlements.

Absences from duty

(f) (i) An employee whose ordinary hours are arranged in accordance with paragraphs

4(d)(iii) and (iv) of this award and who is paid wages in accordance with paragraph (h)(ii) hereof and is absent from duty (other than on annual leave, long service leave, public holidays, paid sick leave, workers' compensation, bereavement leave or jury service) shall, for each day he or she is so absent, lose average pay for that day calculated by dividing his or her average weekly wage rate by five.

An employee who is so absent from duty for part of a day shall lose average pay for each hour the employee is absent by dividing his or her average daily pay rate by eight.

(ii) Provided, when such an employee is absent from duty for a whole day he or she will not accrue a "credit" because the employee would not have worked ordinary hours that day in excess of 7 hours 36 minutes for which he or she would otherwise have been paid. Consequently, during the week of the work cycle the employee is to work less than 38 ordinary hours, he or she will not be entitled to average pay for that week. In that week, the average pay will be reduced by the amount of the "credit" he or she does not accrue for each whole day during the work cycle he or she is absent.

The amount by which an employee's average weekly pay will be reduced when he or she is absent from duty (other than on annual leave, long service leave, public holidays, paid sick leave, workers' compensation, bereavement leave or jury service) is to be calculated as follows:

total of credits not accrued during cycle x average weekly pay
38

Examples

(An employee's ordinary hours are arranged so that he or she works 8 ordinary hours on five days of each week for 3 weeks and 8 ordinary hours on four days of the fourth week.)

1. Employee takes one day off without authorisation in first week of cycle.

Week of cycle Payment

1st week = average weekly pay less one day's pay
(i.e. less 1/5th)
2nd and 3rd weeks = average weekly pay each week
4th week = average pay less credit not accrued on
day of absence
= average pay less 0.4 hours
average weekly pay
38

2. Employee takes each of the 4 days off without authorisation in 4th week.

Week of cycle Payment

1st, 2nd and 3rd weeks = average pay each week
4th week = average pay less 4/5th of
average pay for the four days absent
= less total of credits not accrued that week
= 1/5th average pay less 4 x 0.4 hours
(1.6 hours)
average weekly pay
38

Alternative methods of payment

(g) Provided that in the case of an employee who prior to 1 January 1988 was working less than 40 ordinary hours each week and who was paid by a method different from

that provided for subclauses (d), (e) and (f) hereof, such method may be continued.

Day off coinciding with pay day

(h) In the event that an employee by virtue of the arrangement of his or her ordinary working hours, is to take a day off on a day which coincides with pay day, such employee shall be paid no later than the working day immediately following pay day. Provided that, where the employer is able to make suitable arrangements, wages may be paid on the working day preceding pay day.

33 - BOARD OF REFERENCE

(a) A Board of Reference under this award shall consist, unless otherwise agreed, of three members of whom one shall be the representative of the union and one shall be the representative nominated by the employer respondent to this award and the third shall be the Industrial Registrar or Deputy Industrial Registrar (or such other person as the Commission may appoint) who shall act as Chairperson. On all occasions a decision of the majority of the members of the Board, including the Chairperson, shall determine the dispute before the Board.

(b) The Board of Reference is empowered to deal with the settlement of disputes on any matters arising out of this award and matters specifically assigned to it by the Commission.

(c) The decision of the Board of Reference may be reviewed by the Australian Industrial Relations Commission if such notice of review is lodged within 21 days of the decision, but the Australian Industrial Relations Commission may give extended time for such notice and application at any time.

34 - BANK DEPOSITS AND/OR WITHDRAWALS

Junior males under eighteen years of age and all females shall be provided with an escort or a taxi when required to attend a banking institution for the purpose of depositing or withdrawing cash in excess of \$300.00.

35 - POSTING OF AWARD

There shall be kept printed or affixed in legible Roman characters in some conspicuous place in all premises to which this award applies, in such a position as to be easily read by persons employed therein, a true copy of this award.

36 - NOTICE-BOARD

Each employer shall permit the use of a notice-board upon which notices duly authorised by the branch secretary of the Australian Municipal, Administrative, Clerical and Services Union, may be posted.

Any unauthorised notice posted on such board may be removed by an accredited union representative or by the employer.

37 - SUMMER TIME

Notwithstanding anything contained elsewhere in this award, the length of any shift:

(a) commencing before 2.00 a.m. standard time on the last Sunday in October in each year and ending thereafter; or

(b) commencing on or before 2.00 a.m. standard time on the first Sunday in March in each year and ending thereafter, shall be deemed to be the number of hours represented by the difference between the time recorded by the clock at the beginning of the shift and the time so recorded at the end thereof, the time of the clock in

each case to be set out the time fixed to the Summer Time Act 1972.

The expression "standard time" means standard time within the meaning of the said Act.

38 - TECHNOLOGICAL CHANGE

Definitions

(a) For the purpose of this clause:

"Technological change" means the introduction, alteration or replacement of computers (including word processing machines), or work practices ancillary to the use of such equipment, which changes, if implemented by an employer, may have material effects in or on the employment of persons to which this award applies.

"Computer" means an electronic device (including a word processing machine) which is capable of receiving facts or data, processing or performing calculations on that data and delivering answers or information in the required format for use by a person, or to control the operations of another machine or computer.

"Material effects" means the termination of employment, the elimination or diminution of job opportunities, promotional opportunities, job tenure or the use of skills, the alteration of work, and the need for retraining or transfer of employees to other work or locations.

Notification

(b) When the employer instructs or commissions employees, computer consultants or suppliers or any other persons to carry out an investigation of the feasibility of technological change or where he or she personally commences such an investigation, he or she shall notify:

(i) the secretary of the Australian Municipal, Administrative, Clerical and Services Union, ("the union"); and

(ii) in any case where the employer is able to identify the employees who may be materially affected in their employment by the change, those employees that the investigation is being undertaken, and specify the employer's principal objective or objectives of such investigation.

Consultation during feasibility investigation

(c) During the course of any feasibility investigation, the employer shall:

(i) keep the union and the employees who have been notified, informed of; and

(ii) when requested in writing by the union or by such employees, or any of them to do so, consult with them about any technological change being considered, any material effect which might ensue and alternative proposals which might eliminate or lessen such effects.

Decision to implement

(d) (i) If an employer decides to implement technological change he or she shall notify the union and the employees, who may be materially affected in their employment by the change, as soon as possible thereafter.

(ii) After notifying the decision the employer will inform the union, and the employees who have been notified, of the nature and extent of likely material effect, will consult with them about the proposed change and the reasons for it and any

alternative proposals which, if implemented might eliminate or lessen material effects.

Information

(e) In providing information to the employees and the union, the employer will indicate the source thereof and provide such technical data as will allow evaluation of the likely material effects of any proposal for technological change. The information provided pursuant to this clause shall not be divulged to any other employer nor be used for any purpose other than the making of the said evaluation.

Method of notification

(f) (i) All notifications and information to the union will be addressed in writing to the secretary of the union or to such other official thereof as is designated by the said secretary.

(ii) All notification and information to employees shall be in writing.

Consultations

(g) All consultations between the union and the employer will take place at the employer's place of business during the usual office hours at such time or times as are agreed upon, or in the absence of agreement as are specified by the employer.

39 - REDUNDANCY

Discussion before termination

(a) (i) Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing to be done by anyone and this is not due to the ordinary and customary turnover of labour and that decision may lead to termination of employment, the employer shall hold discussions with the employees directly affected and with the secretary of the Australian Municipal, Administrative, Clerical and Services Union ("the union").

(ii) The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provision of paragraph (i) hereof and such discussions shall cover, inter-alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effect of any terminations on the employees concerned.

(iii) For the purposes of the discussion the employer shall, as soon as practicable, provide in writing to the employees concerned and their union, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out.

Subject to the provisions of clause 38 of this award any employer shall not be required to disclose confidential information the disclosure of which would be inimical to the employer's interests.

(iv) This clause shall not apply to employers who employ less than 15 employees.

Transfer to lower paid duties

(b) Where an employee is transferred to lower paid duties for reasons set out in paragraph (a) (i) hereof the employee shall be entitled to the same period of notice of transfer as he/she would have been entitled to if his/her employment had been terminated, and the employer may at the employer's option make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate

and the new lower ordinary time rates for the number of weeks of notice still owing.

Severance pay

(c) In addition to the period of notice prescribed for ordinary termination in subparagraph 9(b)(ii)(1) of this award and subject to further award of the Commission, an employee whose employment is terminated for reasons set out in paragraph (a)(i) hereof shall be entitled to the following amount of severance pay in respect of a continuous period of service:

Period of continuous service Severance pay

Less than one year nil

1 year but less than two years 4 weeks' pay

2 years but less than three years 6 weeks' pay

3 years but less than four years 7 weeks' pay

4 years and over 8 weeks' pay

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

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

For the purpose of this clause, continuity of service shall be calculated in the manner prescribed by subclause 15(C)(c) of this award.

Employees leaving during the notice period

(d) An employee whose employment is terminated for reasons set out in paragraph (a)(i) hereof may terminate his/her employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had he/she remained with the employer until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

Alternative employment

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

Time off work during notice period

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

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

For this purpose a statutory declaration will be sufficient.

Notification to Commonwealth Employment Service

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

which the terminations are intended to be carried out.

Superannuation

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

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

Transmission of business

(i) (i) Where a business is before, or after the date of this award, transmitted from an employer (in this paragraph called "the transmittor") to another employer (in this paragraph called "the transmittee") and an employee who at the time of such transmission was an employee of the transmittor in that business becomes an employee of the transmittee:

(1) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and

(2) the period of employment which the employee has had with the transmittor, or any prior transmittor, shall be deemed to be service of the employee with the transmittee.

(ii) In this paragraph "business" includes trade, process, business or occupation and includes part of any such business; "transmission" includes transfer, conveyance, assignment or succession whether by agreement or by operation of law; and "transmitted" has a corresponding meaning.

Employees with less than one year's service

(j) This clause shall not apply to employees with less than one year's continuous service.

Employees exempted

(k) This clause shall not apply where employment is terminated for misconduct, or in the case of casual employees or employees engaged for a specific period of time or for a specified task or tasks.

Employers who employ less than 15 people

(l) Subject to an award of the Australian Industrial Relations Commission in a particular redundancy case, this clause shall not apply to employers who employ less than 15 employees.

Incapacity to pay

(m) An employer, in a particular redundancy case, may make application to the Australian Industrial Relations Commission to have the general severance pay prescription varied on the basis of the employer's incapacity to pay.

40 - SETTLEMENT OF DISPUTES PROCEDURE

(a) Should any matter arise which gives cause for concern to an employee the employee shall raise such matter with management or the shop steward who will consult each other with a view to resolving the issue.

(b) If the matter remains unresolved it may be referred to the branch secretary of the union (or accredited representative). This officer shall discuss it with a senior representative of the company.

(c) If the matter remains unresolved it shall be referred to such higher levels of the union and management as may be appropriate.

(d) If the matter remains unresolved it may be submitted to the Australian Industrial Relations Commission for resolution.

(e) The parties shall at all times confer in good faith and without undue delay.

(f) While the above procedure is being followed, work shall continue normally except in cases where a bona fide safety issue is an immediate and dangerous situation to an employee. Provided that where an employee ceases work in an immediate and dangerous situation such employee will be transferred to other duties.

(g) If the provisions of subclauses (a), (b), (c) and (d) hereof all fail to resolve the dispute, then the parties reserve the right to pursue such action as considered necessary.

(h) No party shall be prejudiced as to final settlement by the continuance of work in accordance with this clause.

41 - SPECIAL CONDITIONS FOR TEMPORARY EMPLOYEES

This clause shall apply to any "temporary employees" as defined, employed by members of the National Association of Personnel Consultants (Victorian Division), and/or any other company or organisation which solely carries on the business of an employment agency, personnel consultant and/or staffing consultant undertaking the provision of temporary clerical staff to a range of clients.

(a) "Temporary employee" - For the purposes of this clause shall mean any person employed by an employment agency on a temporary basis for 20 hours per week or more, and shall not include any permanent full-time employee. A temporary employee may be engaged for less than 20 hours per week and such engagement shall be subject to the terms and conditions of clause 11 of this award.

An employee shall not be engaged to work as a temporary employee, under the provisions of this clause, without the mutual agreement of both the employer and the employee.

(b) The rate of pay for a temporary employee shall be based upon an hourly rate calculated pro rata by dividing the appropriate weekly rate in clause 3 of this award by the number of hours fixed for a week's work in clause 4 of this award. In addition to this amount, temporary employees shall be paid an additional 25 per cent of the hourly rate so calculated.

(c) Temporary employees shall be paid within three working days of the end of a week in which a temporary engagement occurs.

(d) To terminate the employment of a temporary employee, three hours notice shall be given by either the employer of the employee or in lieu thereof three hours' pay shall be paid by the employer or forfeited by the employee as the case may be.

Notwithstanding the provision of this subclause a lesser period of notice may be mutually agreed upon by the employer and the employee, such agreement to be evidenced in writing and signed by each party. The provisions of this subclause shall not apply in any instance where a temporary employee is dismissed for misconduct.

(e) A temporary employee shall be paid a minimum of three hours' pay for each day

worked notwithstanding that a lesser number of hours may actually have been worked.

(f) The provisions of this clause provide specific terms and conditions for temporary employees employed by employment agencies. Notwithstanding all other clauses in the award shall continue to apply to the employment of temporary employees save and except the clauses listed below which shall have no application to persons engaged as such and are specifically excluded:

Clause 9 - Terms of employment
Clause 12 - Public holidays
Clause 15 - Annual leave
Clause 16 - Sick leave
Clause 17 - Compassionate leave
Subclause 18(A) - Maternity leave
Subclause 18(C) - Adoption leave
Clause 19 - Jury service
Clause 32 - Payment of wages

42A - WORKERS ELIGIBLE FOR A SUPPORTED WAGE

Definition

(a) 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:

(i) "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)".

(ii) "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.

(iii) "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.

(iv) "Assessment instrument" means the form provided for under Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.

Eligibility criteria

(b) 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.

(The 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 agreement/award relating to the rehabilitation of employees who are injured in the course of their current employment.

The award does not apply to employers in respect of their facility program, 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 eligible for a disability support pension, except with respect to an organisation which has received recognition under Section 10 or Section 12A of the Act, or if a part only has received recognition, that part.)

Supported wage rates

(c) 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 work which the person is performing according to the following schedule:

Assessed capacity rate Percentage of
[subclause (d)] prescribed award

10%*	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

(Provided that the minimum amount payable shall not be less than \$45.00 per week.)

* Where a person's assessed capacity is ten per cent, they shall receive a high degree of assistance and support.

Assessment of capacity

(d) For the purpose of establishing the percentage of this 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:

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

(ii) The employer and an accredited assessor from a panel agreed by the parties to the award and the employee.

Lodgement of assessment instrument

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

(ii) All assessment instruments shall be agreed and signed by the parties to the assessment, provided that where the union 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.

Review of assessment

(f) 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.

Other terms and conditions of employment

(g) 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 employees covered by this

award paid on a pro rata basis.

Workplace adjustment

(h) An employer wishing to employ a person under the provision 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 redesign of job duties, working time arrangements and work organisation in consultation with other employees in the area.

Trial period

(i) (i) In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provision of this clause for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

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

(iii) The minimum amount payable to the employee during the trial period shall be no less than \$45 per week.

(iv) Work trial should include induction or training as appropriate to the job being trialed.

(v) 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 subclause (d) hereof.

42B - TRAINEESHIPS

Objective

(a) The object of this clause is to provide the form and substance of the conditions of employment, including the rates of pay, applicable to persons engaged under the Australian Traineeship System or the Career Start Traineeship System. The purpose is to enhance the skill levels and future employment prospects for young people.

An objective of the Australian Traineeship System is to provide additional employment and training opportunities for young people.

Definitions

(b) An ATS Traineeship is a system under the Australian Traineeship System comprising structured on-the-job training with an employer and off-the-job training in a Technical and Further Education College or other training provider approved by the State Training Board of Victoria.

A CS Traineeship is a system of training under the Career Start Traineeship Scheme comprising structured on-the-job training with an employer and off-the-job training in a Technical and Further Education College or other training provider approved by the State Training Board. Structure training for the purpose of a CS Traineeship shall mean formal instruction and closely supervised practice at the workplace which is directly related to the instruction that is undertaken away from the job, as part of a training agreement.

A Training Agreement means an agreement for training registered with the State Training Board of Victoria or under the provisions of the appropriate Victorian Training Legislation.

A Trainee is an employee undertaking an ATS Traineeship or a CS Traineeship who is bound by a training agreement registered with the State Training Board of Victoria.

Engagement of training conditions

(c) (i) The engagement of a trainee shall not cause the displacement of a full-time employee nor shall a traineeship position replace a full-time occupied position, or one created subsequently which is not a trainee position. Nothing contained in this clause shall be interpreted so as to prevent the recruitment of junior employees by other methods.

(ii) To the fullest extent possible, trainees will normally be engaged in addition to the numbers required by an employer to meet the workload of the section in which they are to be trained and shall generally be supervised by employees normally engaged in the work.

(iii) A trainee shall attend an approved on and off-the-job training course or program prescribed in the relevant training agreement or as notified to the trainee by the State Training Board of Victoria.

(iv) Trainees may be engaged by employers registered with the State Training Board of Victoria. The employer shall ensure that the trainee is permitted to attend the prescribed off-the-job training course and is provided with on-the-job training approved by the State Training Board of Victoria.

(v) All such training shall be in accordance with the requirements of the State Training Board of Victoria.

Employment conditions

(d) (i) The Trainee undertaking an ATS Traineeship shall be engaged for a period of twelve months as a full-time employee provided that the trainee shall be subject to a satisfactory probation period of up to one month.

(ii) A Trainee undertaking a CS Traineeship:

(1) Shall be engaged as a full-time employee, for a traineeship of a minimum period of one year, provided that the trainee shall be subject to a satisfactory probation period of up to one month.

The CS Traineeship shall be:

- for trainees with a Year 10 or lesser general education achievement: up to two years' duration; or

- for trainees who have completed Year 11 studies: up to 18 months' duration; or

- for trainees who have completed Year 12 studies: of one year's duration.

(2) With Year 10 or lesser level of general education achievement shall spend the amount of time in structured training specified in the training agreement. This shall be:

- during the first year-on average, up to 50 per cent of ordinary working hours each week;

- where the traineeship extends beyond the first year, on average, up to 35 per cent of ordinary working hours each week during this period.

(3) Who has completed Year 11, shall spend the amount of time in structured training specified in the training agreement as approved by the State Training Authority. This

shall be:

- during the first year-on average, up to 35 per cent of average working hours each week;
- where the traineeship extends beyond the first year-on average, up to 25 per cent of ordinary working hours each week during this period.

(4) Who has completed Year 12, shall spend the amount of time in structured training specified in the training agreement. This shall be, on average, up to 25 per cent of ordinary working hours each week.

(iii) Notwithstanding the foregoing, the duration of the traineeship and the extent of structured training it entails may be varied outside the limits specified in subparagraphs (1), (2), (3) or (4) hereof, with:

- the consent of the State Training Board of Victoria or its agent; and
- where the union is represented in a workplace that shall be covered by the variation, with the agreement of the union. (Such agreement shall not be unreasonably withheld.)

(iv) The trainee is permitted to be absent from work without loss of continuity of employment to attend the off-the-job training in accordance with the Training Agreement.

(v) Where the employment of a trainee by an employer is continued after the completion of the traineeship period, such traineeship period shall be counted as service for the purposes of this award and long service leave entitlements.

(vi) In respect of overtime and shiftwork a trainee shall receive the rate of pay and shall be subject to the same conditions that would apply under this award to an employee of the same age who is not a trainee except that rate of pay will be calculated at the CST or ATS rate as applicable. Juniors shall not be required to work overtime on their own.

(vii) Trainees shall be exempt from action with respect to industrial disputes.

(viii) The union shall be afforded reasonable access to trainees for the purposes of explaining the role and functions of the union.

Wages - ATS

(e) The weekly wages payable to trainees undertaking an ATS Traineeship shall be determined by multiplying the appropriate weekly junior rate as specified in subclause 3(a) of this award by 39 (which represents the actual time spent on the job) and dividing that sum by 52.

The wage rate determined by this calculation shall in no case be less than the minimum rate prescribed by the Australian Traineeship System Guidelines (which, as at 1 December 1991, cannot be less than \$123.20 per week. This figure is adjusted in accordance with the National Wage Case decisions).

The weekly wage above shall be the rate of pay for all purposes, except as provided in clause 43(4)(vi) in relation to overtime and shiftwork.

Wages - CST

(f) The weekly wages payable to trainees undertaking a CS Traineeship shall be determined by multiplying the appropriate hourly junior or adult rate as specified in the parent award by the number of weekly ordinary hours, less the average weekly time

specified in the training agreement to be spent on structured training.

The terms of this award applying to CS Traineeships operate in conjunction with a Commonwealth Government Scheme under which, if weekly wages calculated using the method outlined above, fall below \$125 for those under 18 years old and \$150 for those 18 years and over the Commonwealth will provide a supplementary allowance to bring the total income of trainees undertaking a CS Traineeship up to those levels.

In the event that the Commonwealth Government alters these minimum income maintenance levels, the terms of this award will be reviewed.

The weekly wage above shall be the rate of pay for all purposes, except as provided in paragraph (d)(vi) hereof in relation to overtime and shiftwork.

Operation

(g) This clause shall be monitored during its currency by a committee formed from the Victorian Office Industry Working Group. Such a group shall consist of a nominee of the relevant Federal and State Minister, two nominees of the Australian Municipal, Administrative, Clerical and Services Union and two nominees of employers.

42C - NATIONAL TRAINING WAGE

[42C inserted by V010 ppc 06Sep96]

A party to this award shall comply with the terms of the National Training Wage Interim Award 1994 [Print L5189], as varied, as though bound by clause 3 of that award.

The terms of the National Training Wage Interim Award 1994, as varied, shall apply to the employment under this award so as to override clauses 42B - Traineeship (ATS) and Career Start (CS) Traineeship clauses in the manner specified in clause 6 of the National Training Wage Interim Award 1994, as varied, for employers bound by that award.

43 - SUPERANNUATION

Definitions

(a) In this clause:

"Eligible Employee" means an employee who:

(i) where:

(1) the employee is not a casual,

(A) commenced employment with the employer at least one month prior to the implementation date; or

(B) commenced employment after one month prior to the implementation date and such employment has been for at least one month;

where for the purposes of this subparagraph, "employment" is the period of continuous employment continuing on the day in respect of which the employer would, but for this definition, be obliged to make contributions pursuant to this clause in respect of the employee where continuity of employment is calculated in the manner prescribed by subclause 15(C)(c) of this award; or

(2) the employee is a casual,

(A) has had a start with the employer on 28 days in a period no greater than one year where such period commences no earlier than the date one year preceding the implementation date; and

(B) has achieved an average of at least,

(a) in the case of junior employees, twelve hours per week; or

(b) in the case of adult employees, six hours per week,

employment with the employer during the one month immediately preceding any day in respect of which the employer would, but for this definition, be obliged to make contributions pursuant to this clause in respect of the employee; and

(ii) is:

(1) a member of the fund; or

(2) not a member of the fund, other than through the employee's own choice, where the employer has failed to comply with subclause (b) hereof.

"Employee" means an employee, covered by the terms of this award, employed by the employer.

"Fund" means a superannuation fund selected by an employer pursuant to subclause (c) hereof.

"Implementation date" means the beginning of the first pay period commencing on or after 28 May 1989.

"Occupational Superannuation Guidelines" means the relevant provisions of the Occupational Superannuation Standards Act 1987 (Commonwealth) and the Regulations thereunder.

"Ordinary time earnings" means the wage rate that any employee receives in accordance with clauses 3 and 10 of this award for work performed in ordinary hours including supplementary payment, an overaward payment and shift allowance.

In the case of casual employees, the term "ordinary hours" shall mean all regularly rostered hours. (Effective first pay period on or after 19 December 1990.)

Fund membership

(b) If an eligible employee is not a member of the fund, the employer shall:

(i) on or prior to the implementation date; or

(ii) on or about the employee's commencement of employment with the employer;

whichever is the later, make the employee aware of the employee's entitlements under this clause and offer the employee the opportunity to become a member of the fund and in the event that the employee, through the employee's own choice, does not become a member of the fund, the employer shall remind the employee, in writing, on or about 30 June next occurring, of such entitlements and such offer.

Selection of fund

(c) The employer shall make the contributions or improvements pursuant to this clause in respect of an eligible employee to any of the following funds selected by the employer:

(i) the Clerical and Retail Employees Superannuation Fund; or

(ii) an industry or multi-employer superannuation fund which has application to the employees in the main business of the employer and which complies with the Occupational Superannuation Guidelines and has joint employer/union management, but only where eligible employees covered by this clause are a minority of award covered employees; or

(iii) subject to subclause (d) hereof, a superannuation fund which has application to the employees in the main business of the employer pursuant to a superannuation arrangement approved by an industrial tribunal prior to the implementation date, but only where eligible employees covered by this clause are a minority of award covered employees; or

(iv) a superannuation fund approved by the Australian Industrial Relations Commission as a satisfactory fund.

Provided that in the case of:

(v) an employer who belongs to the religious fellowship known as Brethren and who holds a certificate issued by the Registrar of the Australian Industrial Relations Commission pursuant to Section 267 of the Industrial Relations Act 1988 (Commonwealth) the fund may be any fund nominated by the employer which is approved by the Brethren; and

(vi) an employee who belongs to the religious fellowship known as Brethren and who holds a certificate issued by the Registrar of the Australian Industrial Relations Commission pursuant to Section 267 of the Industrial Relations Act 1988 (Commonwealth), notwithstanding the provisions contained in paragraphs (i) to (v) (inclusive) hereof, the fund shall be the fund nominated by the employee where that fund is approved by the Brethren.

(d) Where an employer elects to contribute to a fund prescribed in paragraph (c) (iii) hereof in respect of an eligible employee and:

(i) such arrangement prescribes, either solely or as a part of a choice with another fund or funds, different funds for different occupations or occupational groups (however described) then, in relation to such eligible employee, the fund shall be the fund referred to in paragraph (c) (i) hereof, provided that where under such arrangement there is a choice of another fund or funds the same range of choice shall be provided to such eligible employee in the manner provided for in paragraph (ii) hereof; or

(ii) such arrangement provides a choice of two or more funds to employees covered by such arrangement, the same choice, subject to paragraph (i) hereof shall be offered to such eligible employee upon the same terms provided in such arrangement.

Contributions

(e) (i) The contribution required to be made by an employer in respect of each eligible employee is three per cent of the eligible employee's ordinary time earnings for each of the eligible employee's completed pay periods commencing on or after the implementation date.

(ii) Where an employer becomes obliged to contribute pursuant to this clause in respect of an eligible employee referred to in sub-subparagraph (a) (i) (1) (B) hereof, the employer shall make a once only contribution in respect of the one month referred to therein at the time the employer becomes obliged to make contributions pursuant to subclause (f) hereof.

(iii) In lieu of the contributions specified in paragraphs (i) and (ii) hereof, the benefits offered by the fund may be improved such that the overall costs of such

improvements are equivalent to the contributions required to be made pursuant to this clause.

(iv) The contributions required to be made by the above provisions shall be made to the relevant fund in the manner and at the times specified by the terms of the fund or any agreement between the employer and the trustees of the fund.

Suspension of contribution

(f) (i) Notwithstanding any other provision of this clause an employer shall not be liable to make the contributions prescribed by this clause in respect of an eligible employee for any period of unpaid absence where for the purposes of this paragraph "unpaid absence" means in relation to such eligible employee any period during which the eligible employee is absent from active attendance to the employee's normal duties as an employee of the employer and is not paid or entitled to be paid a salary or wage by the employer but does not include any period for which the employer is required to pay accident make-up pay to the eligible employee pursuant to this award.

(ii) Should a fund to which the employer is making a contribution in respect of an eligible employee in accordance with this clause lose its approved status under the Commonwealth's taxation legislation or fail to conform fully to the Occupational Superannuation Guidelines, the employer may suspend the contributions required to be made to such fund by this clause until such time as compliance is achieved;

Provided that upon compliance being re-established the employer shall make the contributions to the fund that would have been payable during the period the fund failed to comply with such legislation or guidelines and which were not made.

Supersession by other award or agreement or legislation

(g) Notwithstanding the provisions of this clause, where an employer becomes obliged by an award of any federal or state industrial tribunal, industrial agreement or legislation to contribute to a superannuation fund in respect of an employee covered by the terms of this clause, then that employer's obligation pursuant to the terms of this clause to make employer contributions in respect of that employee shall be reduced by the amount of the contributions the employer is required to make in accordance with that award, industrial agreement or legislation from the date that employer becomes obliged to make such other contributions.

Disputes

(h) Any dispute concerning the operation of this clause may be resolved in accordance with clause 40 of this award.

44 - AWARD MODERNISATION (ENTERPRISE AGREEMENTS)

(a) It is open to employers and employees covered by this award to reach agreement at the level of individual enterprises to provide for more flexible working arrangements, improved quality of working life, enhanced skills and job satisfaction. Such enterprise agreements may involve a variation in the application of award provisions in order to meet the requirements of individual enterprises and their employees. Agreements may be negotiated and consequential award variations processed in accordance with the provisions of subclause (b) hereof.

(b) The Australian Municipal, Administrative, Clerical and Services Union is prepared to discuss all matters raised by employers and employees within an enterprise. Enterprise agreements may be concluded, subject to the following conditions:

(i) the employees must genuinely agree;

(ii) no employee will lose income as a result of the change i.e. no negative offsets;

(iii) any agreement must be approved by the Australian Municipal, Administrative, Clerical and Services Union. Where enterprise level discussions are considering matters requiring any award variation, the union must be invited to participate;

(iv) the Australian Municipal, Administrative, Clerical and Services Union shall not withhold such approval unreasonably;

(v) agreements involving variations to award standards shall come into effect upon approval by the Australian Industrial Relations Commission and shall be referred to in Schedule N to this award after such approval.

45 - TRADE UNION TRAINING LEAVE

(a) Employees nominated by the union, other than casual employees, shall be allowed leave without loss of pay to attend Trade Union Training courses conducted or sponsored by the Trade Union Training Authority in Victoria or at the Clyde Cameron College, Wodonga.

(b) In determining the number of employees entitled to such leave the following scales shall apply:

Number of weekly employees covered by this award	Maximum number of employees eligible to attend per year	Maximum number of days per year
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15-30	1	5
31-100	2	10
100 +	3	15

Leave not taken under this clause shall not be cumulative from year to year.

(c) An application for leave pursuant to this clause should, where possible, be made eight weeks prior to the date of commencement of the course and if less than four weeks notice is given, leave need not be granted.

(d) The employer must be able to make adequate staffing arrangements during the period of such leave. In this regard, leave may not be granted by an employer during seasonal peak load periods normally encountered at an establishment. Any disagreement over whether such arrangements can be made shall be referred to the Australian Industrial Relations Commission.

(e) An employee shall have completed a period of twelve months' service with an employer before becoming eligible for leave pursuant to this clause.

(f) At any one time no more than one employee of any one establishment of any employer covered by this award shall be on leave pursuant to this clause unless otherwise agreed.

(g) The employer shall not be liable for any additional cost other than the payment of ordinary time earnings to the employee whilst on leave except for the payment of extra remuneration where relieving arrangements are instituted to cover the absence of employees.

(h) An application for leave pursuant to this clause shall be made in writing by the union to the employer and shall include the following details:

- the name of the employee seeking leave,

- the period of time for which leave is sought (including daily commencing and finishing times),

- the title description and agenda of the course or courses to be attended,
- the place or places where the said course or courses will be held,
- the name of the person or persons conducting the said course or courses,
- a copy of the syllabus or curriculum of the course or courses to be attended if available.

(i) Where an employee attending a course pursuant to this clause is recalled to the employee's place of work by the employer because of reasons unforeseen at the time of granting the said leave all time spent at the course prior to recall shall be reinstated as if such leave was not taken.

(j) Where an employee fails to attend the course or courses for which leave has been granted by the employer the union shall notify the employer as soon as possible of the non-attendance and the period thereof. The employer shall not be required to make payment for any period of leave granted that is not utilised in the attendance at a course unless the employee can substantiate that the failure to attend the course was due to illness in accordance with the employee's obligations under clause 16 of this award.

(k) Leave taken pursuant to this clause shall be counted as continuous service for all purposes of this award and for the purpose of the Industrial Relations Act 1988.

(l) This clause shall not bind an employer who employs fewer than 15 employees covered by this award.

(m) Employees granted leave shall, if requested within fourteen days of the completion of the course or courses for which leave was granted, provide to the employer a report of the nature of the course or courses attended and the employee's observations thereon.

46 - SAVINGS

No person employed by a respondent employer at the time of the making of this award shall, whilst engaged by the same employer, suffer any loss of salary or any other benefit enjoyed prior to the operation of this award including the maintenance of all accrued entitlements and benefits.

47 - ANTI-DISCRIMINATION

[new 47 inserted by V010 ppc 06Sep96]

(a) It is the intention of the respondents to this award to achieve the principal object in section 3(g) of the Industrial Relations Act 1988 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.

(b) Accordingly, in fulfilling their obligations under clause 40 - Settlement of disputes procedure, the respondents must make every endeavour to ensure that neither the award provisions nor their operation are directly or indirectly discriminatory in their effects.

(c) Nothing in this clause is to be taken to affect:

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

(ii) until 22 June 1997, the payment of different wages for employees who have not

reached a particular age;

(iii) 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; or

(iv) the exemptions in section 170DF(2) and (3) of the Industrial Relations Act 1988.

48 - RESERVED MATTERS

[47 renumbered as 48 by V010 ppc 06Sep96]

* Redundancy

* Allowances

* Career start traineeships

* Accident make-up payment

* Special sick leave

SCHEDULE A

Armoured transportation
C No. 31011 of 1993
(ODN C No. 31011 of 1993)

Brambles Security Services Ltd
6th Floor
33 Chandos Street
ST LEONARDS NSW 2065

Mayne Nickless Ltd
T/A Armaguard
390 St Kilda Road
MELBOURNE VIC 3004

SCHEDULE B

Automotive services
C No. 30747 of 1993
(ODN C No. 30631 of 1993)

Forte Car Care Club Pty Ltd
PO Box 564
MULGRAVE VIC 3170

Royal Automobile Club of Victoria (RACV) Ltd
550 Princes Highway
NOBLE PARK VIC 3174

SCHEDULE C

Building products and hardware
C No. 30752 of 1993
(ODN C No. 30629 of 1993)

Blue Circle Southern Cement Ltd
1 McLaren Street
NORTH SYDNEY NSW 2060

Boral Australian Gypsum Ltd
676 Lorimer Street
PORT MELBOURNE VIC 3207

Boral Kinnears Pty Ltd
130 Ballarat Road
FOOTSCRAY VIC 3011

Bowen & Pomeroy
88 Peters Avenue
MULGRAVE VIC 3170

Bunnings Building Supplies Pty Ltd
T/A McEwans
PO Box 187
CLOVERDALE WA 6105

Corinthian Industries (Vic) Pty Ltd
Suite 401 Pacific Highway
ARTARMON NSW 2065

Donaghy Downs Pty Ltd
A Division of Donaghy Industries
7-9 Cassels Road
BRUNSWICK VIC 3056

James Hardie & Co Ltd
6th Floor
65 York Street
SYDNEY NSW 2000
(in relation to premises at Hardie Road, Brooklyn)

J Blackwood & Sons Ltd
13 Cooper Street
SMITHFIELD NSW 2164

Mitre 10 (Vic) Pty Ltd
Princes Highway
HALLAM VIC 3803

Reece Pty Ltd
118 Burwood Highway
BURWOOD VIC 3125

Tunstall Wholesalers Pty Ltd
459 Church Street
RICHMOND VIC 3121

Vita Pacific Ltd
97 Canterbury Road
KILSYTH VIC 3037

SCHEDULE D

Car rental industry
C Nos 30632 of 1993 and 35479 of 1994
(ODN C No. 30632 of 1993)

Australian Rent-A-Car Pty Ltd
Suite 18, Centre Arcade
3131 Gold Coast Highway

SURFERS PARADISE QLD 4217

Budget Rent-A-Car Australia Pty Ltd
Level 2
128-136 Jolimont Road
JOLIMONT VIC 3002

Delta Car & Truck Rentals (Qld) Pty Ltd
Harper & Co
Suite 9, Colonial Court
55 Railway Street
MUDGEERABA QLD 4213

General Rent-A-Car Systems Pty Ltd
c/- The Office of Brian A Henshaw
Chartered Accountant
6 Churchill Street
MONT ALBERT VIC 3127

Hertz Aust Pty Ltd
10 Dorcas Street
SOUTH MELBOURNE VIC 3205

Natcar Pty Ltd
174 Peel Street
NORTH MELBOURNE VIC 3051

Quinces Self Drive Mini Buses Pty Ltd
35 Dalgety Street
OAKLEIGH VIC 3156

Starline Rentals Pty Ltd
94 Charles Street
ASCOT VALE VIC 3032

WTH Pty Ltd
T/A Avis Aust
110-112 Christie Street
ST LEONARDS NSW 2605

SCHEDULE E

Chemical and pharmaceutical industry
C Nos 30630 of 1993 and 30975 of 1994
(ODN C No. 30630 of 1993)

Allied Master Chemists of Aust Ltd
719 Princes Highway
SPRINGVALE VIC 3171

Bayer Australia Ltd
875 Pacific Highway
PYMBLE NSW 2073

FH Faulding & Co Ltd
160 Greenhill Road
PARKSIDE SA 5063

SICPA (Aust) Pty Ltd
296 Ferntree Gully Road
NOTTINGHILL VIC 3160

Smith, Kline Beecham Pharmaceutical Pty Ltd
Frankston Road
DANDENONG VIC 3175

SCHEDULE F

[Sched F varied by V006 from 17May96]

Communications and related industries
C Nos 30750 and 32025 of 1993
(ODN C No. 307750 of 1993)

AABAABAAB Disc Phone
273 Burwood Highway
BURWOOD VIC 3125

ABE Communications Pty Ltd
627 Church Street
RICHMOND VIC 3121

Acron Communications
99 Victoria Street
FOOTSCRAY VIC 3011

Autophone Aust Pty Ltd
c/- Schipper Lissauer & Assoc
89 Orrong Crescent
NORTH CAULFIELD VIC 3162

AVS Alert Pty Ltd
Level 1
174-176 Bouverie Street
CARLTON SOUTH VIC 3053

Baby Page Pregnancy Pager Hire Company
1st Floor
103 Exeter Road
NORTH CROYDON VIC 3136

Century Communications Pty Ltd
60 Ricketts Road
MT WAVERLEY VIC 3149

Christians Telecoms International Pty Ltd
1st Floor
1-3 Exeter Road
CROYDON NORTH VIC 3136

Corporate Paging Brokers
1st Floor
174-176 Bouverie Street
CARLTON VIC 3053

Diamond Valley Communications
161 Roycroft Avenue
MILL PARK VIC 3082

Future Communications Pty Ltd
368 Hawthorn Road
CAULFIELD SOUTH VIC 3162

Hutchison Telecom Aust Ltd

1-13 Hoddle Street
RICHMOND VIC 3121

JNB Communications Electronics Pty Ltd
347 Settlement Road
THOMASTOWN VIC 3074

KZFM Radio Pty Ltd
24 Victoria Street
CARLTON VIC 3053

Link Telecommunications
A Division of Bell SA Pty Ltd
8th Floor
600 St Kilda Road
MELBOURNE VIC 3004

NIRA Australian Pty Ltd
Unit A
10-20 McEvoy Street WATERLOO NSW 2017

Personal Communications International Pty Ltd
21 Swan Street
RICHMOND VIC 3121

Xacom Pty Ltd
5 Seismic Court
ROWVILLE VIC 3178

C No. 32025/93
KZFM Radio Pty Ltd
Gold 104
24 Victoria Street
CARLTON VIC 3053

SCHEDULE G

Charitable, benevolent and community organisations
C Nos 30753 of 1993 and 32875 of 1995
(ODN C No. 30750 of 1993)

Asthma Foundation of Victoria
101 Princess Street
KEW VIC 3101

Austcare Connection
Locked Bag 15
CAMPERDOWN NSW 2050

Australian Red Cross
206 Clarendon Street
EAST MELBOURNE VIC 3002

Australian Red Cross
Victorian Division
City Road
SOUTH MELBOURNE VIC 3205

Catholic Schools Provident Fund
96 Wellington Parade
EAST MELBOURNE VIC 3002

Child Accident Prevention Foundation of Australia
123 Queen Street
MELBOURNE VIC 3000

Children's Protection Society
70 Altona Street
WEST HEIDELBERG VIC 3081

Conservation Council of Victoria
247 Flinders Lane
MELBOURNE VIC 3000

Foster Parents Plan of Australia
2 Highbury Grove
KEW VIC 3101

Fred Hollows Foundation
Locked Bag 800
RANDWICK NSW 2031

Friends of the Earth
312 Smith Street
COLLINGWOOD VIC 3066

Geelong Agricultural & Pastoral Society Inc
79 Breakwater Road
EAST GEELONG VIC 3219

Greenpeace Australia
Ltd 24-26 Johnston Street
FITZROY VIC 3065

Heart Foundation of Australia
411 King Street
WEST MELBOURNE VIC 3003

Heart Research Centre
333 Drummond Street
CARLTON VIC 3053

Migrant Resource Centre - Altona
78 Second Avenue
NORTH ALTONA VIC 3025

Migrant Resource Centre - Oakleigh
6 Atherton Road
OAKLEIGH VIC 3166

Odyssey House
173 Grenville Street
PRAHRAN VIC 3181

Ophthalmological Foundation of Victoria Ltd
185 Hoddle Street
RICHMOND VIC 3121

Overseas Services Bureau
71 Argyle Street
FITZROY VIC 3065

Parkinson Disease Association (Vic) Ltd
554 Springvale Road

SPRINGVALE SOUTH VIC 3172

People Projects
PO Box 1042
WINDSOR VIC 3181

Plan International Australia
2 Highbury Grove
KEW VIC 3101

Right To Life Victoria
233 Brunswick Road
BRUNSWICK VIC 3056

Royal Agricultural Society of Victoria
Epsom Road
ASCOT VALE VIC 3032

Royal Society for the Prevention of Cruelty to Animals (Victoria) Inc
3 Burwood Highway
BURWOOD EAST VIC 3151

South Central Region Migrant Resource Centre Inc
161 Fitzroy Street
ST KILDA VIC 3182

The Lort Smith Hospital for Sick & Injured Animals/Animal Welfare League of Victoria
24 Villiers Street
NORTH MELBOURNE VIC 3051

The Smith Family
390 Smith Street
COLLINGWOOD VIC 3066

The Wilderness Society Inc
59 Hardware Street
MELBOURNE VIC 3000

Victims of Crime Assistance League
71 Eastern Road
SOUTH MELBOURNE VIC 3205

Victorian Children's Aid Society 376
Highett Road
HIGHETT VIC 3190

Victorian Council For Civil Liberties Inc
601 Bourke Street
MELBOURNE VIC 3000

Victorian Council of YMCA's
196 Albert Road
SOUTH MELBOURNE VIC 3205

Victorian Playgroup Association
346 Albert Street
BRUNSWICK VIC 3056

Victorian Society For The Prevention of Child Abuse & Neglect
PO Box 525
RINGWOOD VIC 3134

World Vision Australia
1 Vision Drive
EAST BURWOOD VIC 3151

SCHEDULE H

Food and beverage industry
C Nos 30748 and 32478 of 1992 and 30629 and 30634 of 1993
(ODN C No. 30629 of 1993)

Arnotts Ltd
168-170 Kent Street
SYDNEY NSW 2000

Australian Poultry Pty Ltd
Hawthorn Street
BERESFORD NSW 2322

Bonlac Foods Ltd
566 St Kilda Road
MELBOURNE VIC 3004

Bunge Australia Pty Ltd
6th Floor
616 St Kilda Road
MELBOURNE VIC 3004

Cadbury Schweppes Australia Ltd
636 St Kilda Road
MELBOURNE VIC 3004

CCA Beverages Pty Ltd
T/A Coca Cola Bottlers - Melbourne
71 Macquarie Street
SYDNEY NSW 2000

Composite Buyers Ltd
1464 Ferntree Gully Road
KNOXFIELD VIC 3180

Don Smallgoods Co Pty Ltd Level 6
616 St Kilda Road
MELBOURNE VIC 3004

Edgell Birdseye
A Division of Petersville Industries Ltd
10-12 Clarke Street
CROWS NEST NSW 2065

Friskies Pet Care Pty Ltd
60 Bathurst Street
SYDNEY NSW 2000

Goodman Fielder Ltd
Level 42
Grosvenor Place
225 George Street
SYDNEY NSW 2000

HJ Heinz Co Australia Ltd
Princes Highway
DANDENONG VIC 3175

Kraft Foods Ltd
850 Lorimer Street
PORT MELBOURNE VIC 3207

Lactos Pty Ltd
Old Surrey Road
BURNIE TAS 7320

Lanes Biscuits Pty Ltd
Cnr Blair & Riggall Streets
BROADMEADOWS VIC 3047

Mars Confectionary of Australia Pty Ltd
Ring Road
BALLARAT VIC 3350

Murray Goulburn Co-operative Company
140 Dawson Street
WEST BRUNSWICK VIC 3055

Nestle Australia Ltd
60 Bathurst Street
SYDNEY NSW 2000

Nestle Confectionery Ltd
12 Help Street
CHATSWOOD NSW 2067

Peters Foods
A Division of Pacific Dunlop Group
254-294 Wellington Road
MULGRAVE VIC 3170

P&O Cold Storage Ltd
118-134 McGoward Road
GIRRAWEE NSW 2145

Quality Bakers Australia Ltd
18-52 Rosebank Avenue
CLAYTON VIC 3168

SPC Ltd
Andrew Fairley Avenue
SHEPPARTON VIC 3630

Sunicrust Bakeries Pty Ltd
37-53 Whiteside Road
CLAYTON SOUTH VIC 3169

The Phoenix Biscuit Co Ltd
A Subsidiary of George Weston Food Ltd
c/- Mallesons, Stephen Jacques
10th Floor
60 Marcus Clarke Street
CANBERRA ACT 2601

The Uncle Tobys Co Pty Ltd
Barkly Street
WAHGUNYAH VIC 3687

Tip Top Bakeries Pty Ltd

A Subsidiary of George Weston Food Ltd
10th Floor
60 Marcus Clarke Street
CANBERRA ACT 2601

Unifoods
A Division of Unilever (Australia) Ltd
22-27 Cambridge Street
EPPING NSW 2121

Warrnambool Milk Products Pty Ltd
Ocean Road
ALLANSFORD VIC 3277

C No. 33204/95
Defiance Milling Company Pty Ltd
298 Ruthven Street
TOOWOOMBA QLD 4350

SCHEDULE I

Health insurance industry
C No. 31265 of 1993
(ODN C No. 31265 of 1993)

Army Health Benefits Society
25 Dorcas Street
SOUTH MELBOURNE VIC 3205

Australian Unity Friendly Society
114 Albert Road
SOUTH MELBOURNE VIC 3205

Geelong Medical & Hospital Benefits Association Ltd
60-68 Moorabool Street
GEEELONG VIC 3220

I.O.R. Australia Pty Ltd
262 Burwood Road
HAWTHORN VIC 3122

LaTrobe Health Services Inc
6th Floor
255 Bourke Street
MELBOURNE VIC 3000

The Over 50's Friendly Society
Level 5
150 Queen Street
MELBOURNE VIC 3000

The Yallourn Medical & Hospital Society
Darlimurla Avenue
NEWBOROUGH VIC 3825

Transport Friendly Society
5 Studley Avenue
KEW VIC 3101

United Ancient Order of Druids
503 Queensberry Street
NORTH MELBOURNE VIC 3051

SCHEDULE J

Metals and related industries
C Nos 30633 and 30751 of 1993 and 30965 and 30975 of 1994
(ODN C No. 30629 of 1993)

AC Jeffries Pty Ltd
28 Hood Street
AIRPORT WEST VIC 3042

ACI Glass Manufacturing Pty Ltd
Level 31
200 Queen Street
MELBOURNE VIC 3000

AE Smith Pty Ltd
210 Greenhill Road
EASTWOOD SA 5063

Ajax Spurway Fasteners
A Division of Ajax Cooke Pty Ltd
141 Nicholson Street
EAST BRUNSWICK VIC 3057

Alcatel Australia Ltd
252-280 Botany Road
ALEXANDRIA NSW 2015

Aldergrove Pty Ltd
c/- Lowenstein Sharp Feigli
Ground Floor
39-43 Wellington Street
WINDSOR VIC 3181

Angus Fire Armour (Australia) Pty Ltd
1001 Mountain Highway
BORONIA VIC 3155

Aniger Pty Ltd
c/- Pacific BBA Ltd
264 East Boundary Road
EAST BENTLEIGH VIC 3165

Anthony Bearings Pty Ltd
68 Keon Parade
KEON PARK VIC 3073

Apollo General Engineering
13-21 Culverlands Street
WEST HEIDELBERG VIC 3084

Applied Contract Engineering
Lot 37
Hosie Street
BAYSWATER VIC 3153

APV Baker Pty Ltd
10 Blissington Street
SPRINGVALE VIC 3171

Aquila Steel Co Pty Ltd

188 Bradman Street
ACACIA RIDGE QLD 4110

Arlec Pty Ltd
272-274 Maroondah Highway
MOOROOLBARK VIC 3138

ASSAB Steels Pty Ltd
Level 2
2A Cambridge Street
BOX HILL VIC 3128

Atco Controls Pty Ltd
130 Melrose Drive
TULLAMARINE VIC 3043

Atlas Steels Ltd
Level 9
468 St Kilda Road
MELBOURNE VIC 3004

Austral Bronze Craine Copper Ltd
c/- Perpetual Trustee Co
Level 4
10 Rudd Street
CANBERRA ACT 2601

Australian Cement Ltd
c/- Goliath Portland Cement
RAILTON TAS 7305

Australian Refined Alloys
Level 6
Simsmetal House
41 McLaren Street
NORTH SYDNEY NSW 2060

Australian Standard Electrical Transformers Pty Ltd
Block Q
Regents Park Estate
Princes Road East
REGENTS PARK NSW 2143

Autoliv Australia Pty Ltd (T/A Electrolux)
635 Waverley Road
GLEN WAVERLEY VIC 3150

Automotive Components Ltd
220 Coventry Street
SOUTH MELBOURNE VIC 3205

Avdel Pty Ltd
2263 Princes Highway
MULGRAVE VIC 3170

AW Bell Australia Pty Ltd
4 King Street
OAKLEIGH VIC 3166

Banbury Engineering Pty Ltd
1505-1511 Hume Highway
CAMPBELLFIELD VIC 3061

Barro Group Pty Ltd
191 Drummond Street
CARLTON VIC 3053

Bata Shoe Company of Australia
1158 Nepean Highway
MORNINGTON VIC 3931

Baulderstone Hornibrook Engineering Pty Ltd
Level 31
101 Miller Street
NORTH SYDNEY NSW 2060

Beckley Forge Pty Ltd
Lot 69 Kookaburra Road
FRANKSTON VIC 3199

Beclawat International Pty Ltd
1 Monterey Road
DANDENONG VIC 3175

Bells Thermalag & Industrial Services Pty Ltd
6 Pike Street
RYDALMERE NSW 2116

Bendix Mintex Pty Ltd
Elizabeth Street
BALLARAT VIC 3350

BEP Engineering Products Pty Ltd
25A South Street
RYDALMERE NSW 2116

Berklee Ltd
Learmouth Road
WENDOUREE VIC 3355

Birko Australia Pty Ltd
26 Victoria Crescent
ABBOTSFORD VIC 3067

Black & Decker (Australasia) Pty Ltd
Maroondah Highway
NORTH CROYDON VIC 3136

Boart Australia Ltd
36-40 Northern Road
WEST HEIDELBERG VIC 3081

Boral Building Services Pty Ltd
19th Floor
6-10 O'Connell Street
SYDNEY NSW 2000

Boral Cyclone Ltd
1 Glenferrie Road
MALVERN VIC 3144

Boral Johns Perry Industries
1 Glenferrie Road
MALVERN VIC 3144

Boral Windows Pty Ltd
1 Glenferrie Road
MALVERN VIC 3144

Bowater Deeko Pty Ltd
5 Dunstons Court
KEON PARK VIC 3073

Bowater Tutt Industries Pty Ltd
Level 6
815 Pacific Highway
CHATSWOOD NSW 2067

Bradken Consolidated Ltd
Level 5
The Marlin Centre
235 Pyrmont Street
PYRMONT NSW 2009

Brick & Pipe Industries Pty Ltd (T/A Nubrik)
78 Middleborough Road
BURWOOD VIC 3125

BTR Aerospace Australia Marketing Pty Ltd
A Division of BTR Nylex
15th Floor
390 St Kilda Road
MELBOURNE VIC 3004

BTR Nylex Ltd
Level 15
390 St Kilda Road
MELBOURNE VIC 3004

Buchanan & Brock Ship Repair Pty Ltd
47-51 Export Drive
BROOKLYN VIC 3025

Bunge Bioproducts Pty Ltd
Level 6
616 St Kilda Road
MELBOURNE VIC 3004

Burns Philip Hardware Ltd
7 Bridge Street
SYDNEY NSW 2000

CA Ford Pty Ltd
19 Clarice Road
BOX HILL VIC 3128

Cameron & Jason Pty Ltd
44 Phoenix Street
WEST BRUNSWICK VIC 3056

Carrier Air Conditioning Pty Ltd
120-122 Terry Street
ROZELLE NSW 2039

Carroll & Douglas Pty Ltd
234-238 Barkly Street

FOOTSCRAY VIC 3011

Caterpillar of Aust Ltd
1 Sharps Road
TULLAMARINE VIC 3043

Champion Compressors Pty Ltd
Princes Highway (West of Wedgewood Road)
HALLAM VIC 3803

Charmac Industries Pty Ltd
27-29 Bridge Street
ELTHAM VIC 3095

Chemical Plant & Engineering
63-65 Maffra Street
COOLAROO VIC 3048

Claude Neon Pty Ltd
60 O'Riordan Street
ALEXANDRIA NSW 2015

CMI Press Components
A Division of Consolidate Manufacturing International Ltd
11th Floor
Riversdale Centre
123 Eagle Street
BRISBANE QLD 4000
(Victorian locations only)

Coglan-Russell Engineering Pty Ltd
77 Tucker Street
BREAKWATER via GEELONG VIC 3220

Commonwealth Industrial Gases Ltd
Level 15
799 Pacific Highway
CHATSWOOD NSW 2067

Compair (Australasia) Ltd
34-40 Ricketts Road
MOUNT WAVERLEY VIC 3149

Comweld Group Pty Ltd T/A Cigweld
85 Chifley Drive
PRESTON VIC 3072

Confoil Pty Ltd
66-76 Canterbury Road
NORTH BAYSWATER VIC 3153

Con Kallergis Pty Ltd
1 Bent Street
RICHMOND VIC 3121

Contract Tool & Gauges Pty Ltd
765 Riversdale Road
CAMBERWELL VIC 3124

Copispec (Australia) Pty Ltd
87-93 Bay Street
PORT MELBOURNE VIC 3207

Corke Instrument Engineering Pty Ltd
15 Export Drive
BROOKLYN VIC 3025

Creeks Metal Industries Pty Ltd
491 Mountain Highway
BAYSWATER VIC 3153

Cummins Australia Pty Ltd
2 Caribbean Drive
SCORESBY VIC 3179

Cushen Clothing Co Pty Ltd
102 Mahoneys Road
RESERVOIR VIC 3073

Cussons Pty Ltd
282-300 Hammond Road
DANDENONG VIC 3175

Dahlsens Building Centres (Wholesale) Pty Ltd
37 Jones Road
TYABB VIC 3913

Danum Engineering Pty Ltd
17 Seaforth Street
NORTH SHORE VIC 3214

Davey Products Pty Ltd
Level 43
The Rialto
525 Collins Street
MELBOURNE VIC 3000

David Mitchell Ltd
Cave Hill
LILYDALE VIC 3140

Davies Shephard Pty Ltd
340 Forest Road
CORIO VIC 3214

Davy John Brown Pty Ltd
Level 6
600 St Kilda Road
MELBOURNE VIC 3004

Dayton Tooling Pty Ltd
77-81 Gower Street
PRESTON VIC 3072

Demac Pty Ltd
c/- John C Crow Associates
1356 Pacific Highway
TURRAMURRA NSW 2074

Diecraft Engineering Pty Ltd
c/- Hall Chadwick & Co
Level 12
Cnr Margaret & Edward Streets
BRISBANE QLD 4000

Di Fabro Pty Ltd
c/- RA Sarrenti & Co
Ground Floor North
HAWTHORN VIC 3122

DM Hull & Co Pty Ltd
11 Powlett Street
MOORABBIN VIC 3189

Donson Industries Pty Ltd
Suite 1802
Tower A
Zenith Centre
821 Pacific Highway
CHATSWOOD NSW 2067

Du Pont (Australia) Ltd
Level 16
Northside Gardens
168 Walker Street
NORTH SYDNEY NSW 2060

Drager Australia Pty Ltd
3 Ferntree Place
NOTTINGHILL VIC 3168

E Brockman & Sons Pty Ltd
340 Forest Road
CORIO VIC 3214

Email Appliance Group
A Division of Email Ltd
175 Bonds Road
RIVERWOOD NSW 2210

Email Furniture Ltd
c/- Email Ltd
Joynton Avenue
WATERLOO NSW 2017

Email Ltd
Joynton Avenue
WATERLOO NSW 2017

Email Metals Pty Ltd
c/- Email Ltd
Joynton Avenue
WATERLOO NSW 2017

Email Westinghouse Pty Ltd
Joynton Avenue
WATERLOO NSW 2017

Emco Pty Ltd
c/- Brian Allen & Associates Pty Ltd
Suite 3
Professional Centre
Toormina Road
TOORMINA NSW 2452

Energy Power System Australia Pty Ltd

17-55 Nantilla Road
CLAYTON VIC 3168

Ericsson Australia Pty Ltd
Blair Street
BROADMEADOWS VIC 3046

ETRS Pty Ltd
75 Ashley Street
WEST FOOTSCRAY VIC 3012

EW Cox Pty Ltd
101-105 Woodpark Road
SMITHFIELD NSW 2164

Extruded Metals Pty Ltd
c/- Email Ltd
Joynton Avenue
WATERLOO NSW 2017

Farley Cutting Systems Australia Pty Ltd
7 Walter Street
GLENROY VIC 3046

Ferro Corporation (Australia) Pty Ltd
16 Bermill Street
ROCKDALE NSW 2216

Festo Pty Ltd
179-187 Browns Road
NOBLE PARK VIC 3174

Fileguard Company (Australia) Pty Ltd
1340 North Road
SOUTH OAKLEIGH VIC 3166

Finlay Engineering Co Pty Ltd
617 Waterdale Road
WEST HEIDELBERG VIC 3081

Fire Fighting Enterprises
A Division of James Hardie Building Services & Technology Ltd
74 Ricketts Road
MOUNT WAVERLEY VIC 3149

Flexdrive Industries Ltd
Lots 1 & 2 Hamilton Road
NEW GISBORNE VIC 3438

Flexible Drive Agencies Pty Ltd
86 Stubbs Street
KENSINGTON VIC 3031

Flextool (Australia) Pty Ltd
213 Wellington Street
COLLINGWOOD VIC 3066

Ford New Holland Australia Ltd
Lot 1 Garfield Road East
RIVERSTONE NSW 2765

Franet Pty Ltd

30 McArthur's Road
NORTH ALTONA VIC 3018

Gadsden's Bend Pty Ltd
c/- Thomson & Assoc
25 Herbert Street
ROBINVALE VIC 3500

Gainsborough Hardware Industries
190 Whitehorse Road
BLACKBURN VIC 3130

Galvanising Industries Pty Ltd
30-38 Albert Street
PRESTON VIC 3072

Gang-Nail Australia Ltd
4 Forbes Close
KNOXFIELD VIC 3150

Gardner & Naylor (Aust) Pty Ltd
20 Longstaff Road
BAYSWATER VIC 3153

Gason Pty Ltd
c/- Pannell Kerr Forster
9 Parsons Street
ALICE SPRINGS NT 0870

GB Galvanising Services Pty Ltd
26-28 Gatwick Road
BAYSWATER VIC 3153

GEC Alsthom Australia Ltd
2 Griffnock Avenue
NORTH RYDE NSW 2113

Gerrard Strapping Systems Pty Ltd
1 Glenferrie Road
MALVERN VIC 3144

Gilbarco Australia Ltd
12-38 Talavera Road
NORTH RYDE NSW 2113

Gillette (Aust) Pty Ltd
5 Caribbean Drive
SCORESBY VIC 3179

Glenwood Systems Pty Ltd
165 Rooks Road
VERMONT VIC 3133

Godfrey Howden Pty Ltd
Matthews Avenue
AIRPORT WEST VIC 3042

GTS Industries Pty Ltd
2 Princes Highway
DOVETON VIC 3177

GUD Manufacturing Co Pty Ltd

245 Sunshine Road
TOTTENHAM VIC 3012

Harding & Wood Pty Ltd
11-17 Broadarrow Road
BEVERLEY HILLS NSW 2209

Heinemann Electric Australia Pty Ltd
821-829 Springvale Road
SPRINGVALE SOUTH VIC 3172

Helios Heating Pty Ltd
23 Healy Road
DANDENONG VIC 3175

Hella Australia Pty Ltd
Redwood Drive
DINGLEY VIC 3172

Hella Manufacturing Co Pty Ltd
Southern Road
MENTONE VIC 3194

Hewlett-Packard Australia Ltd
31-41 Joseph Street
BLACKBURN VIC 3130

Honda Australia Motorcycle & Power Equipment Pty Ltd
1954-1956 Hume Highway
CAMPBELLFIELD VIC 3061

Honda Australia Pty Ltd
Lot 95 Sharps Road
TULLAMARINE VIC 3043

Hoover Appliances Ltd
Cnr Belmore St & Rothsay Ave
MEADOWBANK NSW 2114

Hoover (Australia) Pty Ltd
Cnr Belmore & Rothsay Avenue
MEADOWBANK NSW 2114

ICI Australia Ltd
Level 16
ICI House
1 Nicholson Street
MELBOURNE VIC 3000

Interroll Pty Ltd
7 Macro Court
ROWVILLE VIC 3178

Jacksons Lock Manufacturing Pty Ltd
c/- Millar Seymour & Co
46 Cameron Street
LAUNCESTON TAS 7250

James N Kirby Pty Ltd
286 Horsley Road
MILPERRA NSW 2214

Jasco Pty Ltd
118-122 Bowden Street
MEADOWBANK NSW 2114

John Crane Australia Pty Ltd
166 Eldridge Road
BANKSTOWN NSW 2200

John Sands Pty Ltd
50 Clayton Road
NORTH CLAYTON VIC 3168

Johnson Matthey (Australia) Ltd
339 Settlement Road
THOMASTOWN VIC 3074

John Valves Pty Ltd
Creswick Road
BALLARAT VIC 3350

Kambrook Distributing Pty Ltd
44-60 Fenton Street
HUNTINGDALE VIC 3166

Kilpatrick Green Pty Ltd
77 Parramatta Road
SILVERWATER NSW 2141

Kone Elevators (Australia) Pty Ltd
Level 2
Pacific Highway
ST LEONARDS NSW 2065

KSB Ajax Pumps Pty Ltd
21 Indwe Street
TOTTENHAM VIC 3012

Laminex (Australia) Pty Ltd
Level 3
390 St Kilda Road
MELBOURNE VIC 3004

Laminex Industries
A Division of BTR Nylex Ltd
15th Floor
390 St Kilda Road
MELBOURNE VIC 3004

Linatex Australia Pty Ltd
39 Corporate Avenue
ROWVILLE VIC 3178

Linde Gas Pty Ltd
74-78 Seville Street
FAIRFIELD NSW 2165

LPG Equipment Sales Pty Ltd
c/- Nicholas Birdseye & Associates
98 Kermode Street
NORTH ADELAIDE SA 5006

Lowe & Fletcher Australia Pty Ltd

25 Future Road
KEYSBOROUGH VIC 3173

Luke & Singer Pty Ltd
c/- Email Ltd
Joynton Avenue
WATERLOO NSW 2017

MacKay Consolidated Industries Pty Ltd
260 Chesterville Road
MOORABBIN VIC 3189

Manpower Engineering Contractors Pty Ltd
71-73 Balmain Street
RICHMOND VIC 3121

Massey Ferguson Iseki Ltd
2 Devonshire Road
SUNSHINE VIC 3020

McConnell Dowell Pty Ltd
Level 4
627 Chapel Street
SOUTH YARRA VIC 3141

McPherson's Ltd
Level 43
The Rialto
525 Collins Street
MELBOURNE VIC 3000

Metalex Pty Ltd
c/- Email Ltd
Joynton Avenue
WATERLOO NSW 2017

Middendorp Engineering Co Pty Ltd
520 Latrobe Street
MELBOURNE VIC 3000

Mono Pumps (Australia) Pty Ltd
Mono House
338 Lower Dandenong Road
MORDIALLOC VIC 3195

Moss Products Pty Ltd
711 Clayton Road
CLAYTON SOUTH VIC 3169

Motorola Australia Pty Ltd
134 Moray Street
SOUTH MELBOURNE VIC 3205

National Can Co Pty Ltd
24 Groom Street
CLIFTON HILL VIC 3068

National Forge (Australia) Pty Ltd
465 Somerville Road
WEST FOOTSCRAY VIC 3011

Natra Pty Ltd

450 Princes Highway
NOBLE PARK VIC 3174

NEC (Australia) Pty Ltd
Brandon Office Park
635 Ferntree Gully Road
GLEN WAVERLEY VIC 3150

Nilsen Industries Electric Pty Ltd
150 Oxford Street
COLLINGWOOD VIC 3066

Notting Schanck Pty Ltd
11 Commercial Road
NOTTINGHILL VIC 3168

Ogden Industries Pty Ltd
Edward Street
HUNTINGDALE VIC 3166

Onga Pty Ltd
689 Malvern Road
TOORAK VIC 3142

Palmer Tube Mills Ltd
160 Ingram Road
ACACIA RIDGE QLD 4110

Philips Components Pty Ltd
Level 17
Philips House
15 Blue Street
NORTH SYDNEY NSW 2060

Philips Consumer Products Ltd
Level 17
Philips House
15 Blue Street
NORTH SYDNEY NSW 2060

Philips Mobile Communication System Pty Ltd
Level 17
Philips House
15 Blue Street
NORTH SYDNEY NSW 2060

Philips Public Telecom Service Pty Ltd
Level 17
Philips House
15 Blue Street
NORTH SYDNEY NSW 2060

Pilkington (Australia) Pty Ltd
Automotive Division
Melbourne Road
NORTH GEELONG VIC 3215

Pilkington (Australia) Ltd
Level 4
570 St Kilda Road
MELBOURNE VIC 3004

PJ King Pty Ltd
48 Jersey Road
BAYSWATER VIC 3153

PWB Anchor Ltd
441 Grimshaw Street
BUNDOORA VIC 3083

Radiant Stainless Products
McIlwraith - Davey Pty Ltd
105 Newlands Road
COBURG VIC 3058

Radio Frequency Systems Pty Ltd
36 Garden Street
KILSYTH VIC 3137

Ramset Fasteners (Australia) Pty Ltd
Maroondah Highway
NORTH CROYDON VIC 3136

Renold Australia Pty Ltd
508-520 Wellington Road
MULGRAVE VIC 3170

Richardson Pacific Ltd
330 Ballarat Road
BRAYBROOK VIC 3019

Rockwell Body & Chassis Systems Australia Pty Ltd
62 Albert Street
PRESTON VIC 3072

Rockwell Systems Australia Pty Ltd
Level 6
3 Thomas Holt Drive
NORTH RYDE NSW 2113

Sabco Ltd
Botting Street
ALBERT PARK SA 5014

Sealy Pty Ltd
124 Beryl Street
COFFS HARBOUR NSW 2450

Selby Pty Ltd
89 Bronte Road
BONDI JUNCTION NSW 2022

Selley's Chemical Co Pty Ltd
1 Gow Street
PADSTOW NSW 2211

Siemens Ltd
544 Church Street
RICHMOND VIC 3121

Simon-Abbey Pty Ltd
98 Fairbank Road
CLAYTON VIC 3168

Simsmetal Ltd
Level 6
Simsmetal House
41 McLaren Street
NORTH SYDNEY NSW 2060

Skilled Engineering Pty Ltd
Suite 8
96 Camberwell Road
EAST HAWTHORN VIC 3123

Spalding Australia Pty Ltd
Spalding House
116 Church Street
HAWTHORN VIC 3122

Stainless Bar Co Pty Ltd
Division of Atlas Steel Ltd
Level 9
468 St Kilda Road
MELBOURNE VIC 3004

Stokes (Australasia) Ltd
87-91 Heatherdale Road
RINGWOOD VIC 3134

Stork Electrical Pty Ltd
177-199 Macaulay Road
NORTH MELBOURNE VIC 3051

Sunbeam Corporation Ltd
Wade Street
CAMPSIE NSW 2194

Sutton Tools Pty Ltd
378 Settlement Road
THOMASTOWN VIC 3074

Swann Electrical International Pty Ltd
37 Sunhill Road
MOUNT WAVERLEY VIC 3149

The Phosphate Co-Operative Co of Aust Ltd
Level 2
160 Queen Street
MELBOURNE VIC 3000

The Victorian Hospitals Association Ltd
Miles Street
MULGRAVE VIC 3170

Thompson, Kelly & Lewis Pty Ltd
A Division of BTR Nylex
15th Floor
390 St Kilda Road
MELBOURNE VIC 3004

Tieman Industries Pty Ltd
4-10 Keon Parade
KEON PARK VIC 3073

Transfield Construction Pty Ltd

Level 12
100 Arthur Street
NORTH SYDNEY NSW 2060

Trico Pty Ltd
820-850 Princes Highway
SPRINGVALE VIC 3171

Trollope Silverwood & Beck Pty Ltd
631 Springvale Road
MULGRAVE VIC 3170

Tube & Pipe Pty Ltd
Division of Atlas Steel
Level 9
468 St Kilda Road
MELBOURNE VIC 3004

Varian Australia Pty Ltd
679 Springvale Road
MULGRAVE VIC 3170

VDO Instruments Australia Pty Ltd
115 Northern Road
WEST HEIDELBERG VIC 3081

Viscount Consolidated Industries Pty Ltd
234-238 Boundary Road
BRAESIDE VIC 3195

Vulcan Australia Ltd
Level 23
State Bank Centre
91 King William Street
ADELAIDE SA 5000

WA Deutsher Pty Ltd (T/A Buildex)
600 South Road
MOORABBIN VIC 3189

WB Contracting Pty Ltd
12 Stamford Road
OAKLEIGH VIC 3166

Welded Mesh Pty Ltd
11 Armour Street
MILPERRA NSW 2214

West Footscray Engineering Pty Ltd
52 Cross Street
WEST FOOTSCRAY VIC 3011

Westinghouse Brakes & Signal Co Australia
Level 15
390 St Kilda Road
MELBOURNE VIC 3004

William Adams Pty Ltd
4 Hopkinson Street
BURNIE TAS 7320

Willow Ware Australia Pty Ltd

Buncle Street
NORTH MELBOURNE VIC 3051

Wilson Transformer Co Pty Ltd
Wilson Road
GLEN WAVERLEY VIC 3150

World Services & Consolidated Pty Ltd
Relton House
4 St Edmonds Road
PRAHRAN VIC 3181

Wormald Fire Systems
A Division of Wormald Australia Pty Ltd
Unit D1
Centre Court
25-27 Paul Street North
NORTH RYDE NSW 2113

C No. 33207/95
Dorf Industries Pty Ltd
c/- Email Ltd
Joynton Avenue
WATERLOO NSW 2017

SCHEDULE K

Racing and sporting clubs
C No. 30749 of 1993
(ODN C No. 30749 of 1993)

Moonee Valley Racing Club Inc
McPherson Street
MOONEE PONDS VIC 3039

Victorian Amateur Turf Club Inc
Station Street
CAULFIELD VIC 3162

Victorian Racing Club
Racing Industry Centre
1 Queens Road
MELBOURNE VIC 3004

SCHEDULE L

[new Sched L inserted by V007 ppc 31May96; corrected by V007a ppc 31May96]

Retail and wholesale trade
C No. 32034 of 1993

Woolworths (Queensland) Ltd Cnr Dursley and Fairfield Roads Yennora NSW 2161
Woolworths (South Australia) Ltd Cnr Dursley and Fairfield Roads Yennora NSW 2161
Philip Leong Stores Pty Ltd Cnr Dursley and Fairfield Roads Yennora NSW 2161
Woolworths (Victoria) Ltd Cnr Dursley and Fairfield Roads Yennora NSW 2161
Woolworths (WA) Ltd Cnr Dursley and Fairfield Roads Yennora NSW 2161
Woolworths (NT) Ltd Cnr Dursley and Fairfield Roads Yennora NSW 2161
Grocery Wholesalers Pty Ltd Cnr Dursley and Fairfield Roads Yennora NSW 2161
Georges Australia Pty Ltd 86-108 Castlereagh Street Sydney NSW 2000
David Jones (Australia) Pty Ltd 86-108 Castlereagh Street Sydney NSW 2000
Brashs Pty Ltd 276 Collins Street Melbourne 3000
Katie's Fashion (Aust) Pty Ltd 10-14 Waterloo Street Surrey Hills NSW 2010

Forges Pty Ltd 80 Nicholson Street Footscray 3011
Clarke Rubber Ltd 86-108 Castlereagh Street Sydney NSW 2000
Fosseys (Aust) Pty Ltd Level 4 Module 5 800 Toorak Road Tooronga 3146
John Martins Retailers Ltd 100 Rundle Street Adelaide SA 5000
Liqourland (Australia) Pty Ltd Level 4 Module 5 800 Toorak Road Tooronga 3146
Kmart (Australia) Ltd Level 4 Module 5 800 Toorak Road Tooronga 3146
Target Australia Pty Ltd 12-14 Thompson Road North Geelong 3220
Myer Stores Ltd 295 Lonsdale Street Melbourne 3000
Clancy's Foodstores Pty Ltd c/- David Holdings Pty Ltd 10th Floor National Mutual
Centre
15 London Court Canberra Act 2601
Davids VGD Pty Ltd 75-79 Fitzgerald Road North Laverton 3026
Vox Retail Group Ltd 505 Abernathy Road Kewdale WA 6105
Norman Brothers Pty Ltd 347 Napier Street Fitzroy 3065

C No. 31843 of 1994

Coles Myer Ltd Level 4 Module 5 800 Toorak Road Tooronga 3146

C No. 30972 of 1994

Vox Wholesale Pty Ltd 505 Abernathy Road Kewdale WA 6105
Vox Financial Services Ltd 505 Abernathy Road Kewdale WA 6105
Woolworths (Big W) Ltd Cnr Dursley and Fairfield Roads Yennora NSW 2161 (excluding
distribution centres)
Franklins Ltd 62 Hume Highway Chullora NSW 2190 (excluding supermarket outlets)
Treasureway Australia Pty Ltd Level 9 161 Collins Street Melbourne 3000
Jewel Food Stores Pty Ltd 52 Hill Road Lidcombe NSW 2141 (excluding supermarket
outlets)
Australian Consolidated Investments Ltd Level 41 1 Macquarie Place Sydney NSW 2000

C No. 39111 of 1995

Ikora Agencies Pty Ltd 15 Sturt Street Ballarat 3350
Thomas Jewellers (Aust) Pty Ltd 15 Sturt Street Ballarat 3350

SCHEDULE M

[Sched L renumbered as sched M by V007 ppc 31May96; corrected by V007a ppc 31May96]

Rubber products, tyre manufacturing and marketing industry
C Nos 30754 and 31266 of 1993 and 30975 of 1994
(ODN C No. 31266 of 1993)

Armstrong-Nylex Pty Ltd
Mills Road
BRAESIDE VIC 3195

Bridgestone Australia Ltd
1028 South Road
EDWARDSTOWN SA 5039

Goodyear Tyres Ltd
Hume Highway
SOMERTON VIC 3062

South Pacific Tyres (Australia)
A Partnership Between Pacific Dunlop
Tyres Ltd & Goodyear Tyres Pty Ltd
Hume Highway
SOMERTON VIC 3062

Tyre Marketers (Australia) Ltd
Hume Highway
SOMERTON VIC 3062

WR Grace Australia Ltd
1126 Sydney Road
FAWKNER VIC 3060

SCHEDULE N

[Sched M renumbered as sched N by V007 ppc 31May96; corrected by V007a ppc 31May96]

Textile industry
C Nos 30631 of 1993 and 34149 of 1994
(ODN C No. 30631 of 1993)

BRINTONS Pty Ltd
Breakwater
GEEELONG VIC 3220

Bruck Australia Ltd
Sisley Avenue
WANGARATTA VIC 3677

Dempsey Group Pty Ltd
T/A Domestic Textiles
95 Albert Street
BRUNSWICK VIC 3056

FJ Trousers Pty Ltd
T/A Fletcher Jones
Flaxman Street
WARRNAMBOOL VIC 3280

Minister Carpet Pty Ltd
35-65 Paramount Road
TOTTENHAM VIC 3012

Pacific Carpets International Pty Ltd
(T/A Capital Carpets)
35-65 Paramount Road
TOTTENHAM VIC 3012

Rocklea Spinning Mills Pty Ltd
PO Box 326
ABBOTSFORD VIC 3067

Warrnambool Textiles
A Division of Bardak Pty Ltd
6-7 Pitt Street
RESERVOIR VIC 3073

Yakka Pty Ltd
26 King William Street
BROADMEADOWS VIC 3047

SCHEDULE O

[new Sched N inserted by V002 ppc 13Dec95; renumbered as sched O by V007 ppc 31May96;
corrected by V007a ppc 31May96]

Warehouse and distribution industry

Gordon & Gotch
25 Huntingdale Road
BURWOOD 3125

SCHEDULE P

[Sched N renumbered as O by V002; renumbered as Sched P by V007 ppc 31May96;
corrected by V007a ppc 31May96]

Award modernisation - special conditions arising from clause 44

ROPING-IN AWARDS

[Roping-in award no. 1 of 1995 inserted by V001 ppc 13Dec95]

1 - TITLE

This award shall be known as the Clerical and Administrative Employees (Victorian)
(Roping-in No. 1) Award 1995.

2 - PARTIES BOUND

This award shall apply to the Australian Municipal, Administrative, Clerical and
Services Union and to those employers whose names are set out in Schedule A to this
award in respect to all their employees, whether members of the union or not and who
are required to perform work covered by the Clerical and Administrative Employees
(Victorian) Award 1995.

3 - RESPONDENCY

The Clerical and Administrative Employees (Victorian) Award 1995 (respondency list)
will henceforth incorporate the employers listed in Schedule A to this award, and
bind the said employers to the operation of this award.

4 - OPERATIVE DATE

This award shall come into place as from the first full pay period which commenced on
or after 13 December 1995 and shall remain in force for a period of twelve months.

SCHEDULE A

Gordon & Gotch, 25 Huntingdale Road, Burwood 3125

[Roping-in Award No. 2 of 1996 inserted by V004 ppc 29Jan96]

1 - TITLE

This award shall be known as the Clerical and Administrative Employees (Victorian)
Roping-In No. 2 Award 1996.

2 - PARTIES BOUND

The award shall apply to the Australian Municipal, Administrative, Clerical and
Services Union and to those employers whose names are set out in the attached
schedules to this award in respect of all their employees, whether members of the
union or not and who are required to perform work covered by the Clerical and
Administrative Employees (Victorian) Award 1995.

3 - RESPONDENCY

The Clerical and Administrative Employees (Victorian) Award schedule of respondent employers will, as set out hereto, henceforth incorporate the employers listed in the schedules hereto and bind the said employers to the operations of this award.

4 - OPERATIVE DATE

This award shall come into place as from the first full pay period which commenced on or after 29 January 1996 and shall remain in force for a period of twelve months.

SCHEDULE A

This schedule, arising from C No. 39111 of 1995 is such that the following employers will henceforth be bound to the Clerical and Administrative Employees (Victorian) Award 1995 Schedule J (metals and related industries).

Alver Pty Ltd t/a IXL Appliances 1 Wood Street Geelong East Vic 3129
Backwell IXL Pty Ltd 1 Wood Street Geelong East Vic 3129
Consolidated Bearing Company (Vic) Pty Ltd 106 Mitchell Street Maidstone Vic 3012
Electrolux Pty Ltd 635 Waverley Road Glen Waverley Vic 3150
Henderson's Industries Pty Ltd t/a Henderson's Automotive (Geelong) 2nd Floor 33 Park Street South Melbourne Vic 3205
Lux Pty Ltd 635 Waverley Road Glen Waverley Vic 3150

[Roping-in Award No. 3 of 1996 inserted by V005 ppc 18Mar96]

1 - TITLE

This award shall be known as the Clerical and Administrative Employees (Victorian) Roping-in Award No. 3 of 1996.

2 - PARTIES BOUND

This award shall apply to the Australian Municipal, Administrative, Clerical and Services Union and to those employers whose names are set out in Schedule A hereto in respect of all their clerical employees whether members of the union or not and who are required to perform work covered by the Clerical and Administrative Employees (Victorian) Award 1995.

3 - RESPONDENCY

The Clerical and Administrative Employees (Victorian) Award (respondency list) will henceforth incorporate the employers listed in Schedule A hereto, and bind the said employers to the operations of this award.

4 - OPERATIVE DATE

This award shall come into place from the first full pay period commencing on or after 18 March 1996 and shall remain in force for a period of twelve months.

SCHEDULE A

This schedule arising from C No. 30526 of 1996 is such that the following employers will henceforth be bound to the Clerical and Administrative Employees (Victorian) Award 1995 Schedule G (Charitable, Benevolent and Community Organisations).

Norwood Association, 223 Buckley Street, Essendon, Victoria, 3040.

Women's Information and Referral Exchange, 1st floor, Ross House, 247 Flinders Lane, Melbourne, Victoria, 3000.

[Roping-in award 1996/4 inserted by V008 ppc 09Aug96; corrected by V008a ppc 09Aug96]

1 - TITLE

This award shall be known as the Clerical and Administrative Employees (Victoria) (Roping-in No. 4) Award 1996.

2 - APPLICATION

The award known as the Clerical and Administrative Employees (Victoria) Award 1995, shall be binding according to its terms as varied upon the Australian Municipal, Administrative, Clerical and Services Union and upon Ticketek Victoria Pty Limited, 157 Spring Street, Melbourne, Victoria, 3000. This employer shall be listed under Schedule F -Communications and Related Industries - of the award.

3 - DATE OF OPERATION

This award shall come into force from the beginning of the first pay period to commence on or after 9 August 1996 and shall continue in force for a period of 12 months.

[Roping-in Award No. 5 of 1996 inserted by V009 ppc 29Aug96]

1 - TITLE

This award shall be known as the Clerical & Administrative Employees Award (Roping in No. 5) Award 1996.

2 - PARTIES BOUND

This award shall apply to the Australian Municipal, Administrative, Clerical and Services Union and to those employers whose names are set out in Schedule A hereto and in respect of all their clerical employees whether members of the union or not and who are required to perform work covered by the Clerical & Administrative Employees (Victorian) Award 1995.

3 - RESPONDENCY

The Clerical & Administrative Employees (Victorian) Award schedules of respondent employers will, as set out hereto, henceforth incorporate the employers listed in the schedule hereto and will bind the said employers to the operation of this award.

4 - DATE OF OPERATION

This award shall come into place from the first pay period to commence on or after 29 August 1996 and shall remain in force for a period of twelve months.

SCHEDULE 'A'

This schedule, arising from C No. 10799 of 1995 is such that the following employers will henceforth be bound to the Clerical & Administrative Employees (Victorian) Award 1995 Schedule N (Textile Industry).

Godfrey Hirst Australia Pty Ltd
7 Factories Road
SOUTH GEELONG 3220

Barwon Spinners Pty Ltd
7 Factories Road
SOUTH GEELONG 3220

Benalla Spinners Pty Ltd
7 Factories Road
SOUTH GEELONG 3220

[Roping-in Award No. 6 of 1996 inserted by V011 ppc 20Dec96]

1 - TITLE

This award shall be known as the Clerical and Administrative Employees (Victorian) (Roping-in No. 6) Award 1996.

2 - PARTIES BOUND

This award shall apply to the Australian Municipal, Administrative, Clerical and Services Union and Bicycle Victoria of 19 O'Connell Street, North Melbourne Victoria 3051, in respect of all their employees, whether members of the union or not and who are required to perform work covered by the Clerical and Administrative Employees (Victorian) Award 1995.

3 - RESPONDENCY

The Clerical and Administrative Employees (Victorian) Award 1995, Schedule G (Charitable, Benevolent and Community Organisations) of respondent employers shall henceforth incorporate the employer listed in clause 2 above and bind the said employer to the operations of this award.

4 - OPERATIVE DATE

This award shall come into force from the first full pay period on or after 20 December 1996 and shall remain in place for a period of twelve months.

C1128 V003 N Print M8741

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996
s.111(1)(b) application for consent award

Australian Municipal, Administrative, Clerical and Services Union

and

Burns Philp & Co Ltd and another
(C No. 20025 of 1996)

CLERICAL AND ADMINISTRATIVE EMPLOYEES (VICTORIAN) AWARD 1995
(ODN C No. 34749 of 1995)
[Print M8184 [C1128]]

Various employees Clerical industry

COMMISSIONER REDMOND SYDNEY, 7 FEBRUARY 2000

Roping-in award.

CONSENT AWARD

1-TITLE

This award shall be known as the Clerical and Administrative Employees (Victorian) Roping-in No. 1 Award 1996.

2 - PARTIES BOUND

The award shall apply to the Australian Municipal, Administrative, Clerical and Services Union and to those employers whose names are set out in Schedule A hereto in respect to all their employees, whether members of the union or not and who are required to perform work covered by the Clerical and Administrative Employees (Victorian) Award 1995.

3 - RESPONDENCY

Clerical and Administrative Employees (Victorian) Award (respondency list) will henceforth incorporate the employers listed in Schedule A hereto, and bind the said employers to the operations of this award.

4 - OPERATIVE DATE

This award shall come into force from the first full pay period commencing on or after 17 January 1996 and shall remain in force for a period of twelve months.

BY THE COMMISSION:

COMMISSIONER

SCHEDULE A

This schedule, arising from C No. 39675 of 1995 is such that the following employers will henceforth be bound by the Clerical and Administrative Employees (Victorian) Award 1995 Schedule H (Food and Beverage Industry).

Bums Philp & Co Ltd
40 Bridge Street
SYDNEY NSW 2000-01-24

Corona Manufacturing Pty Ltd
595 Burwood Highway
KNOXFIELD VIC 3180

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