

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

AUSTRALIAN INDUSTRIAL REGISTRY LOOSE-LEAF CONSOLIDATION

ESSO AUSTRALIA CLERICAL EMPLOYEES' AWARD 2003

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This award consolidates Esso Australia Clerical Employees' Interim Award 1992 [AW780100].

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AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996

Review of award pursuant to Item 51 of Part 2 of Schedule 5 of the
Workplace Relations and Other Legislation Amendment Act 1996
(C No. 801 of 1999)

ESSO AUSTRALIA CLERICAL EMPLOYEES' INTERIM AWARD 1992

(ODN C No. 21266 of 1988)

[AW780100 Print K9180]

Award simplification.

ORDER

A. Further to the decision issued by the Commission on 26 September 2003 [PR938677], the above award is varied as follows:

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

PART 1 - APPLICATION AND OPERATION OF AWARD

1. TITLE

This award will be known as the Esso Australia Clerical Employees' Award 2003.

2. ARRANGEMENT

[2 varied by PR957686 ppc 28Apr05]

Part 1 - Application and operation of award

1. Title
2. Arrangement
3. Anti-discrimination
4. Definitions
5. Operative date and duration
6. Scope and application of award

Part 2 - Enterprise flexibility

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Part 8 - Transfers, accident pay and posting of award

32. Transfers to other locations
33. Accident pay - make-up of pay
34. Posting of award

3. ANTI-DISCRIMINATION

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

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

3.3 Nothing in this clause is taken to affect:

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

3.3.2 junior rates of pay;

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

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

4. DEFINITIONS

4.1 Casual employee - means an employee engaged as such and whose engagement may be terminated at any time; provided that such employee is guaranteed payment for at least one day for each

engagement even if such engagement is for less than one day, and that the employee is ready and willing to work the required hours.

4.2 Company - means Esso Australia Ltd.

4.3 Continuous service - means service under an unbroken contract of employment and includes:

4.3.1 any period of leave or absence authorised by the Company or by the award;

4.3.2 any period of leave taken in accordance with clause 29 - Parental Leave; or

4.3.3 any period of part-time employment worked in accordance with clause 29 - Parental Leave.

4.4 Day worker - means an employee whose regular hours of work fall within the spread of ordinary hours.

4.5 Double time - means twice the employee's ordinary-time rate.

4.6 Employee - means any employee of a respondent to this award who is engaged principally in clerical work covered in the classifications of this award.

4.7 Holiday - means any day prescribed as a holiday by clause 30.1 - Public Holidays.

4.8 Ordinary-time rate and ordinary-time earnings - for an employee other than a casual employee and a part-time employee, means the hourly rate calculated from the weekly equivalent of the employee's annual salary (exclusive of overtime, shift allowance and other extraneous payments) in accordance with clauses 4 and 5 of the Standard Hours (Oil Companies) Award 2003 [AW825355].

4.9 Shift

4.9.1 A shift - means a period of duty falling within the definition of shift work outlined in this subclause.

4.9.2 Shift work - means work performed in daily recurrent periods wholly, or partly, between the hours of 6.00 p.m. and 6.00 a.m., or in regular rotating periods.

4.9.3 A shift worker - means an employee engaged on shift work as defined in this clause.

4.9.4 Afternoon shift - means any shift finishing between 6.00 p.m. and at, or before, midnight.

4.9.5 A seven-day shift worker - means a shift worker for whom part of regular hours of work occur on public holidays and up to 10.00 p.m. on Sundays.

4.9.6 Night shift - means any shift that finishes after midnight and before 6.00 a.m., or which includes the majority of the hours between midnight and 6.00 a.m.

4.10 Permanently working - means an employee permanently working on a shift, other than day work, which may not be necessarily fixed, but is for a period longer than four weeks.

4.11 Time and a half - means one and a half times the employee's ordinary-time rate.

4.12 Triple time - means three times the employee's ordinary-time rate.

4.13 Union - means the Australian Municipal, Administrative, Clerical and Services Union.

5. OPERATIVE DATE AND DURATION

This award comes into operation from the beginning of the first pay period to commence on or after 26 September 2003, and will remain in force for a period of twelve months.

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6. SCOPE AND APPLICATION OF AWARD

6.1 This award is binding upon the Company in respect of each and every clerical employee employed by them who are members, or eligible to be members, of the Australian Municipal, Administrative, Clerical and Services Union, and upon that Union

6.2 This award has no application to the employment of:

6.2.1 any persons employed by service stations;

6.2.2 adult clerical employees in roles senior to grade 6 of the classification structure in clause 13.3 of this award; and

6.2.3 depot inspectors and depot supervisors.

6.3 Unless otherwise provided, this award supersedes all previous Federal awards relating to the employment of employees who are members of, or eligible to be members of, the Australian, Municipal, Administrative, Clerical and Services Union and the other parties to this award.

6.4 Nothing in this award shall of itself operate to reduce the conditions of employment of an employee which were in existence immediately prior to the operation of the Esso Australia Clerical Employees' Interim Award 1992 in respect of allowable matters.

PART 2 - ENTERPRISE FLEXIBILITY

7. ENTERPRISE FLEXIBILITY PROVISIONS

Where an employer or employees wish to pursue an agreement at the enterprise or workplace about how the award should be varied so as to make the enterprise or workplace operate more efficiently according to its particular needs, the following process will apply:

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

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

7.3 Where agreement is reached, an application will be made to the Australian Industrial Relations Commission.

8. INDEX OF FACILITATIVE PROVISIONS

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

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

Subject matter	Clause number
Option for annualised salary	13.5.1
Hours - day workers	17.2.2
Rest break - day workers	20.2
Meal break - day workers	21.2
Time off in lieu of payment for overtime	22.9.5
Variation of method of working shifts	23.2
Annual Leave	24
Public Holidays	30

PART 3 - DISPUTE RESOLUTION

9. SETTLEMENT OF DISPUTES OR CLAIMS

9.1 Subject to the *Workplace Relations Act 1996* (as amended), any industrial dispute or claim arising out of or relating to this award, will be dealt with in the following manner:

9.1.1 the matter will first be discussed between the aggrieved employee and his/her supervisor;

9.1.2 if not then settled, the matter will be discussed between the Office Delegate or other employee representative and the Industrial Officer or other appropriate officer of the Company;

9.1.3 if settlement is not reached, the matter will then be discussed between a representative of the Head Office of the Company and the appropriate National official of the Union or other employee representative. The provisions of this paragraph need not apply when only one company is involved, unless either that company or the employee representative requests otherwise;

9.1.4 if the matter is still not settled, it will be submitted to the Australian Industrial Relations Commission, with the rights of the parties under the *Workplace Relations Act 1996* (as amended) reserved.

9.2 Until the matter is determined, work will continue normally. Where it is agreed that there is an existing custom, work will continue in accordance with that custom, but where there is no such agreement, the Company's direction will be accepted. A party will not be prejudiced as to the final settlement by the continuance of work in accordance with this subclause.

9.3 Redundancy disputes

[9.3 inserted by PR957686 ppc 28Apr05]

9.3.1 Paragraphs 9.3.2 and 9.3.3 impose additional obligations on an employer where an employer contemplates termination of employment due to redundancy and a dispute arises (a **redundancy dispute**). These additional obligations do not apply to employers who employ fewer than 15 employees.

9.3.2 Where a redundancy dispute arises, and if it has not already done so, an employer must provide affected employees and the relevant union or unions (if requested by any affected employee) in good time, with relevant information including:

- the reasons for any proposed redundancy;

- the number and categories of workers likely to be affected; and
- the period over which any proposed redundancies are intended to be carried out.

9.3.3 Where a redundancy dispute arises and discussions occur in accordance with this clause the employer will, as early as possible, consult on measures taken to avert or to minimise any proposed redundancies and measures to mitigate the adverse affects of any proposed redundancies on the employees concerned.

PART 4 - EMPLOYMENT RELATIONSHIP

10. EMPLOYMENT CATEGORIES

10.1 Full-time Employment

An employee not specifically engaged as a part-time or casual employee is, unless otherwise stated, a full-time employee for all purposes of this award.

10.2 Part-time Employment

10.2.1 Part-time employees will be paid an hourly rate of 1/35th of the ordinary weekly rate in the grade in which the job is classified by the employer. An offer of employment to a part-time employee must be made or confirmed in writing. The work hours each week are by mutual agreement.

10.2.2 Where applicable, the provisions of this award apply to part-time employees on a pro-rata basis.

10.3 Casual Employment

A casual employee as defined in clause 4 - Definitions, for working ordinary-time, will be paid an hourly rate of 1/35th of the relevant weekly rate set out in the award, plus an amount of 25%, in lieu of all entitlements to annual leave, sick leave, bereavement leave, jury service leave, long service leave and public holidays.

11. CONTRACT OF EMPLOYMENT

11.1 An employee (other than one who has given or received notice in accordance with this clause) not attending for duty will, except as elsewhere provided in this award, lose pay for the actual time of such non-attendance.

11.2 An employer will have the right to deduct payment for any day, or shift, or part of a day or shift, an employee cannot be usefully employed, due to any circumstances considered to be reasonably beyond the employer's control.

11.3 It is a term and condition of employment and of the obligations and rights accruing under this award that an employee will:

11.3.1 become entitled to payment of the salary prescribed by this award, by being available, ready and willing to perform such work as the Company lawfully requires, on the days and during the hours required;

11.3.2 comply with a directive from the Company to carry out such duties as are within the limits of the employee's skills, competence and training, consistent with the classification structure of this award, provided that such duties are not designed to promote de-skilling;

11.3.3 correctly use all appropriate protective clothing and equipment provided by the Company for specific circumstances;

11.3.4 correctly use required tools and equipment, provided appropriate training has been given; and

11.3.5 if on shift and not relieved as scheduled at the end of shift, continue to work at the appropriate penalty rates until relieved or otherwise authorised by the Company to finish work.

11.4 As part of his/her training and development, an employee may be requested by the Company, from time to time, to attend training courses conducted by outside organisations. The Company will bear the cost of any fees, fares and meals incurred by attending these courses.

11.5 Subject to clause 11.6, the Company may require an employee to work reasonable overtime at overtime rates.

11.6 An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:

11.6.1 any risk to employee health and safety;

11.6.2 the employee's personal circumstances including any family responsibilities;

11.6.3 the needs of the workplace or enterprise;

11.6.4 the notice (if any) given by the Company of the overtime and by the employee of his or her intention to refuse it; and

11.6.5 any other relevant matter.

12. NOTICE OF TERMINATION

[12 Termination of employment title changed and substituted by PR957686 ppc 28Apr05]

12.1 Notice of termination by employer

12.1.1 In order to terminate the employment of an employee the employer must give to the employee the period of notice specified in the table below:

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

12.1.2 In addition to the notice in 12.1.1, employees over 45 years of age at the time of the giving of the notice with not less than two years' continuous service, are entitled to an additional week's notice.

12.1.3 Payment in lieu of the prescribed notice in 12.1.1 and 12.1.2 must be made if the appropriate

notice period is not required to be worked. Provided that employment may be terminated by the employee working part of the required period of notice and by the employer making payment for the remainder of the period of notice.

12.1.4 The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the employee's employment had continued until the end of the required period of notice, the employer would have become liable to pay to the employee because of the employment continuing during that period. That total must be calculated on the basis of:

12.1.4(a) the employee's ordinary hours of work (even if not standard hours); and

12.1.4(b) the amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties; and

12.1.4(c) any other amounts payable under the employee's contract of employment.

12.1.5 The period of notice in this clause does not apply:

12.1.5(a) in the case of dismissal for serious misconduct;

12.1.5(b) to apprentices;

12.1.5(c) to employees engaged for a specific period of time or for a specific task or tasks;

12.1.5(d) to trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the agreement; or

12.1.5(e) to casual employees.

12.1.6 Continuous service is defined in clause 4.3.

12.2 Notice of termination by an employee

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

12.2.2 If an employee fails to give the notice specified in 12.1.1 the employer has the right to withhold monies due to the employee to a maximum amount equal to the amount the employee would have received under 12.1.4.

12.3 Job search entitlement

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

12.4 Transmission of business

Where a business is transmitted from one employer to another, as set out in clause 12A - Redundancy, the period of continuous service that the employee had with the transmittor or any prior transmittor is deemed to be service with the transmittee and taken into account when calculating notice of termination. However, an employee shall not be entitled to notice of termination or payment in lieu of notice for any period of continuous service in respect of which notice has already been given or paid for.

12A. REDUNDANCY

[12A inserted by PR957686 ppc 28Apr05]

12A.1 Definitions

12A.1.1 Business includes trade, process, business or occupation and includes part of any such business.

12A.1.2 Redundancy occurs where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone and that decision leads to the termination of employment of the employee, except where this is due to the ordinary and customary turnover of labour.

12A.1.3 Small employer means an employer who employs fewer than 15 employees.

12A.1.4 Transmission includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and **transmitted** has a corresponding meaning.

12A.1.5 Week's pay means the ordinary time rate of pay for the employee concerned. Provided that such rate shall exclude:

- overtime;
- penalty rates;
- disability allowances;
- shift allowances;
- special rates;
- fares and travelling time allowances;
- bonuses; and
- any other ancillary payments of a like nature.

12A.2 Transfer to lower paid duties

Where an employee is transferred to lower paid duties by reason of redundancy the same period of notice must be given as the employee would have been entitled to if the 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 rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

12A.3 Severance pay

12A.3.1 Severance pay – other than employees of a small employer

An employee, other than an employee of a small employer as defined in 12A.1, whose employment is terminated by reason of redundancy is entitled to the following amount of severance pay in respect of a period of continuous service:

Period of continuous service	Severance pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay*
2 years and less than 3 years	6 weeks' pay

3 years and less than 4 years	7 weeks' pay
4 years and less than 5 years	8 weeks' pay
5 years and less than 6 years	10 weeks' pay
6 years and less than 7 years	11 weeks' pay
7 years and less than 8 years	13 weeks' pay
8 years and less than 9 years	14 weeks' pay
9 years and less than 10 years	16 weeks' pay
10 years and over	12 weeks' pay

* **Week's pay** is defined in 12A.1.

12A.3.2 Severance pay – employees of a small employer

An employee of a small employer as defined in 12A.1 whose employment is terminated by reason of redundancy is entitled to the following amount of severance pay in respect of a period of continuous service:

Period of continuous service	Severance pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay*
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and over	8 weeks' pay

* **Week's pay** is defined in 12A.1.

12A.3.3 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.

12A.3.4 Continuity of service shall be calculated in the manner prescribed by clause 4.3 . Provided that service prior to 28 April 2005 shall not be taken into account in calculating an entitlement to severance pay for an employee of a small employer pursuant to 12A.3.2.

12A.3.5 Application may be made for variation of the severance pay provided for in this clause in a particular redundancy situation in accordance with the *redundancy Case Decision* [PR032004, 26 March 2004] and the *Redundancy Case Supplementary Decision* [PR062004, 8 June 2004].

12A.4 Employee leaving during notice period

An employee given notice of termination in circumstances of redundancy may terminate his/her employment during the period of notice set out in clause 12 - Notice of Termination. In this circumstance the employee will be entitled to receive the benefits and payments they would have received under this clause had they remained with the employer until the expiry of the notice, but will not be entitled to payment in lieu of notice.

12A.5 Alternative employment

12A.5.1 An employer, in a particular redundancy case, may make application to the Commission to have the general severance pay prescription varied if the employer obtains acceptable alternative employment for an employee.

12A.5.2 This provision does not apply in circumstances involving transmission of business as set in 12A.7.

12A.6 Job search entitlement

12A.6.1 During the period of notice of termination given by the employer in accordance with 12.1, 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.

12A.6.2 If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or he or she shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

12A.6.3 The job search entitlements under this subclause apply in lieu of the provisions of 12.3.

12A.7 Transmission of business

12A.7.1 The provisions of this clause are not applicable where a business is before or after the date of this award, transmitted from an employer (in this subclause called the **transmittor**) to another employer (in this subclause called the **transmittee**), in any of the following circumstances:

12A.7.1(a) Where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee; or

12A.7.1(b) Where the employee rejects an offer of employment with the transmittee:

- in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmittor; and
- which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee.

12A.7.2 The Commission may vary 12A.7.1(b) if it is satisfied that this provision would operate unfairly in a particular case.

12A.8 Employees exempted

This clause does not apply to:

- employees terminated as a consequence of serious misconduct that justifies dismissal without notice;
- probationary employees;
- apprentices;
- trainees;
- employees engaged for a specific period of time or for a specified task or tasks; or
- casual employees.

12A.9 Incapacity to pay

The Commission may vary the severance pay prescription on the basis of an employer's incapacity to pay. An application for variation may be made by an employer or a group of employers.

PART 5 - RATES OF PAY AND RELATED MATTERS

13. MINIMUM RATES OF PAY

13.1 Adult minimum rates of pay

[13.1 substituted by PR947197; PR959005 ppc 20Jun05]

Grade	Total award rate
	\$/week
1	543.40
2	563.90
3	578.20
4	606.00
5	639.00
6	679.00

13.2 Arbitrated safety net adjustment

[13.2 substituted by PR947197; PR959005 ppc 20Jun05]

The rates of pay in this award include the arbitrated safety net adjustment payable under the Safety Net Review - Wages June 2005 decision [PR002005]. 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.

13.3 Classifications

13.3.1 Grade 1 Clerical Assistant

13.3.1(a) 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.

13.3.1(b) Machine operation - Skill level 1

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

13.3.1(c) Information handling skills - Skill level 1

* 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.

13.3.1(d) Enterprise/industry, Specialist skills - Skill level 1

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

13.3.2 Grade 2 Clerical Officer

13.3.2(a) 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.

13.3.2(b) Machine operation - Skill level 2

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

13.3.2(c) Computer - Skill level 1

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

13.3.2(d) Keyboard typing - Skill level 1

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

13.3.2(e) Information handling skills - Skill level 2

* Maintain mail register and records.

* Maintain established paper-based filing/records systems in accordance with set procedures including

creating and indexing new files, distributing files within the organisation as requested, monitoring file locations.

* Transcribe information into records, complete forms, take telephone messages.

13.3.2(f) Enterprise/industry, Specialist skills - Skill level 2

* 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.

13.3.2(g) Business/financial skills - Skill level 1

* Keep appropriate records.

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

13.3.3 Grade 3 Clerical Officer

13.3.3(a) 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 and 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.

13.3.3(b) Machine operation - Skill level 3

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

13.3.3(c) Keyboard typing - Skill level 2

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

13.3.3(d) Computer - Skill level 2

* Use one or more software application package(s) developed for a micro/personal computer to operate and populate a database, spreadsheet/worksheet to achieve a desired result; graph previously prepared spreadsheet; use simple menu utilities of personal computer.

* Following standard procedures or template for the preceding functions using existing models/fields of information. Create, maintain and generate simple reports.

* Use a central computer resource to an equivalent standard.

13.3.3(e) Word processing - Skill level 1

* Use one or more software packages to create, format, edit, proof read, spell check, correct, print and save text documents, e.g. Standard correspondence and business documents.

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

13.3.3(f) Secretarial - Skill level 1

* 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.

13.3.3(g) Enterprise/industry, Specialist skills - Skill level 3

* Apply a working knowledge of the organisation's products/services, functions, locations and clients.

* Respond to and act upon most internal/external inquiries in own function area.

13.3.3(h) Information handling skills - Skill level 3

* Use and maintain a computer-based record management system to identify, access and extract information from internal sources.

* Maintain circulation, indexing and filing systems for publications, review files, close files, archive files.

13.3.3(i) Business/financial skills - Skill level 2

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

* 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.

13.3.4 Grade 4 Clerical Officer

13.3.4(a) 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.

13.3.4(b) Keyboard typing - Skill level 3

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

13.3.4(c) Computer - Skill level 3

* Apply knowledge of intermediate functions to manipulate data, i.e. Modify fields of information, develop new basic databases or spreadsheet models; spreadsheet, perform reconciliation.

13.3.4(d) Word processing - Skill level 2

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

13.3.4(e) Secretarial - Skill level 2

* 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.

13.3.4(f) Enterprise/industry, Specialist skills - Skill level 4

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

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

13.3.4(g) Information handling skills - Skill level 4

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

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

13.3.4(h) Business/financial skills - Skill level 3

* 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.

13.3.4(i) Supervisory - Skill level 1

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

13.3.5 Grade 5 Administrative Officer

13.3.5(a) 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 judgment 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.

13.3.5(b) Computer - Skill level 4

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

13.3.5(c) Word processing - Skill level 3

- * Use all preceding word processing functions and integrate word processing software with other application software packages to produce complex text and data documents.
- * Apply knowledge of 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.

13.3.5(d) Secretarial - Skill level 3

- * 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.

13.3.5(e) Enterprise industry, Specialist skills - Skill level 5

- * 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.

13.3.5(f) Information handling skills - Skill level 5

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

13.3.5(g) Business/financial skills - Skill level 4

* 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.

13.3.5(h) Supervisory - Skill level 2

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

13.3.6 Grade 6 Administrative Officer

13.3.6(a) 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 judgment 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.

13.3.6(b) Computer - Skill level 5

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

13.3.6(c) Enterprise/industry, Specialist skills - Skill level 6

* 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.

13.3.6(d) Supervisory - Skill level 3

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

13.3.6(e) Business/financial skills - Skill level 5

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

13.3.6(f) Secretarial - Skill level 4

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

13.3.7 Juniors

Junior employees shall be graded in the manner set out in clause 13.3. Junior wages per week shall be the percentage of the relevant adult minimum grade rate of pay as follows:

Age	Percentage Wage
	%
Under 16	45
At 16	50
At 17	60
At 18	70
At 19	80
At 20	90

13.3.8 Definitions - supervision

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

13.3.8(i) Direct - the employee receives detailed instructions on work to be performed and is subject to frequent personal progress checks.

13.3.8(ii) 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.

13.3.8(iii) General - the employee receives specific instructions only when new procedures or tasks are involved. Work is checked on completion.

13.3.8(iv) Limited - the employee is subject to work checks that are generally confined to establishing that satisfactory progress is being made. Work is reviewed on completion.

13.3.8(v) Minimal - the employee is subject to final review/report back on work and may receive assistance with specific problems.

13.4 Higher duties

An adult employee called on to perform continuously the whole of the work of another employee in a higher grade for a period of one week or more will be paid for all such time worked at the rate of pay prescribed for that higher grade.

13.5 Option for annualised salary

Notwithstanding anything elsewhere contained in this award:

13.5.1 An employee may agree with his/her employer, as an alternative to being paid in accordance with clause 13.1, to be paid an annualised salary.

13.5.2 Where an employee and an employer agree that the employee be paid an annualised salary in accordance with clause 13.5.1 the following will apply:

13.5.2.1 There is no requirement that the Company pay award penalty rates, overtime payments and allowances in addition to the annualised salary. However the annualised salary, less the Superannuation Guarantee Levy component, must be subject to annual review and be sufficient to cover what the employee would have been paid if all award penalty rates, overtime payments and allowances were paid based on a 35 hour week.

13.5.2.2 The agreement reached in clause 13.5.1 will be confirmed in writing by the Company and will include the employee's classification, normal starting and finishing times and the annual salary paid in regular, but no less than 12 monthly instalments each year.

13.5.2.3 The employee will receive a minimum of eight days off in each four-week cycle. If such an employee is required to work on a public holiday, the employee will receive a day off in lieu of the public holiday, or have a day added to his/her annual leave entitlement.

13.5.2.4 In the event of termination of employment prior to completion of a year, the annualised salary paid during such period of employment will be sufficient to cover what the employee would have received if all award penalty rates, overtime payments and allowances were paid.

13.5.2.5 At the employee's request, a review of the employee's annualised salary will be conducted if the salary, less the Superannuation Guarantee Levy component, does not cover what the employee would have received if all award penalty rates, overtime payments and allowances arising from the award were paid. As a result of a review, an employee may elect to revert back to the award rates of pay basis and receive all award benefits in lieu of the salary.

14. GRADING

14.1 All adult clerical employees will be graded on the basis of the work performed by each individual

employee and this grading will be determined by the Company.

14.2 When first graded, and on any subsequent change to a position in a different grade, adult employees will be advised, in writing, of their job grade on a personal basis.

15. PAYMENT OF SALARIES

15.1 Salaries will be paid monthly. Payment for overtime worked will be made within one month of the employee submitting an approved overtime sheet.

15.2 Salary and allowances will be paid by electronic funds transfer into a bank account nominated by the employee. In the event of a failure in the banking system causing late lodgement of payment of salary to an employee's bank account, payment will be effected by cash or cheque in accordance with arrangements made locally.

15.3 On termination of employment, salaries due to an employee will be paid to him/her on the day of the termination, or forwarded to him/her by post on the next working day.

15.4 On or prior to payday, the Company will state to the employee, in writing, the amount of salary due, the amount of deductions made and the net amount paid to him/her.

15.5 By mutual agreement, a salary payment can be adopted by averaging, over a full shift cycle, the payments normally accruing to a shift worker from shift work. This provision will apply in accordance with the award if a shift worker fails to work a full shift cycle.

16. ALLOWANCES

[16.1 varied by PR959005 ppc 20Jun05]

16.1 Transport and location allowance

An employee at a production plant, terminal, airport or depot, will be paid a transport and location allowance at the rate of \$16.00 per week. This allowance will not be taken into account for the purpose of calculation of overtime, shift premiums or other award prescriptions.

16.2 First aid allowance

[16.2 varied by PR947197; PR959005 ppc 20Jun05]

An employee appointed by the Company to act in the capacity of first aid attendant and trained, with an appropriate First Aid Certificate, will receive an allowance at the rate of \$14.70 per week. This allowance will not be taken into account when calculating any payments that are made separate from the employee's salary.

16.3 Protective clothing/uniforms

Where the Company requires an employee to wear any protective clothing to regularly work in an area, the Company must reimburse the employee the cost such protective clothing. This does not apply where the relevant clothing is provided and laundered by the Company.

16.4 Licences

Where an employee, who does not hold a driving licence to drive a motor vehicle on a public highway, is required to hold such a licence for the performance of his/her work, the Company will reimburse the

employee the cost of the first licence fee.

PART 6 - HOURS OF WORK

17. HOURS OF WORK

17.1 All workers - standard hours

The provisions of the Standard Hours (Oil Companies) Award 2003 regulates the hours of work in this award. Where any inconsistency arises, the Standard Hours (Oil Companies) Award 2003 will take precedence.

17.2 Hours - day workers

17.2.1 Ordinary hours of work on weekdays, Monday to Friday inclusive, are the hours worked (except for meal breaks) between 6.00 a.m. and 6.00 p.m.

17.2.2 By mutual agreement between the Company and the majority of employees, the ordinary hours existing in any establishment may be varied.

17.2.3 Starting and finishing times may be altered by mutual agreement or one week's notice.

17.3 Hours - shift workers - other than seven-day shifts

17.3.1 Ordinary hours will be between 10.00 p.m. Sunday and 6.00 a.m. Saturday inclusive. Employees will receive unpaid meal breaks.

17.3.2 Except at the regular change-over of shifts, as provided in clause 11.3.8, an employee will not be required to work more than one shift in each 24 hours, unless by mutual consent.

17.4 Hours - shift workers - seven-day shifts

17.4.1 Shift work will be arranged either from continuous and successive shifts throughout a week of 168 working hours, or for two shifts per day on each of the seven days of the week.

17.4.2 Subject to the following conditions shift employees will work at the times the Company may require where:

17.4.2(a) a shift consists of not more than eight hours, including meal breaks which are paid for;

17.4.2(b) except at the regular change-over of shifts, as provided in clause 11.3.8, an employee will not be required to work more than one shift in each 24 hours, except by mutual consent.

18. SATURDAY AND SUNDAY WORK

18.1 Saturday work

18.1.1 Day workers

For all Saturday work, the rate of pay will be time and a half for the first two hours, and double time thereafter. An employee required to work will receive a minimum of four hours at the appropriate rate for each attendance.

18.1.2 Shift workers - other than seven-day shifts

18.1.2(a) For all work outside of ordinary shift hours, the rate of pay will be time and a half for the first two hours, and double time thereafter.

18.1.2(b) An employee required to work (other than for working ordinary shift hours) will receive a minimum of four hours at the appropriate rate for each attendance.

18.1.2(c) If Saturday hours are continuous with hours commenced prior to midnight Friday, then clause 17.3 will apply.

18.1.3 Shift worker - seven-day shift workers

The minimum rate to be paid to a seven-day shift worker for work performed on a shift, the major portion of which falls between midnight on Friday and midnight on Saturday, will be time and a half.

18.2 Sunday work

18.2.1 Day workers

For all work performed on a Sunday, the rate of pay will be double time. An employee required to work will receive a minimum of four hours pay at double time for each attendance.

18.2.2 Shift workers - other than seven-day shifts

18.2.2(a) An employee, required to work outside the ordinary hours of shift, will be paid for the time worked at the rate of double time, with a minimum of four hours payable at the double time rate for each attendance.

18.2.2(b) The minimum payment in clause 18.2.2(a) does not apply when the work performed on a Sunday, outside the ordinary hours of shift, is continuous with the commencement or completion of that shift.

18.2.3 Seven-day shift workers

For all time worked on a Sunday by a seven-day shift worker, the employee will be paid at the rate of double time.

18.3 Telephone for instructions

The provision of clause 22.5.4 will apply where an employee complies with a direction to telephone for instructions in connection with Saturday or Sunday work.

19. MAKE-UP TIME

An employee may elect, with the consent of his/her employer, to work **make-up time**, under which he/she takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award.

20. REST BREAKS - DAY WORKERS

20.1 Subject to the observance of safety regulations, all employees are entitled to two rest breaks on each day, as follows:

20.1.1 the first, of ten minutes, will be allowed between the time of commencing work and the usual

meal interval;

20.1.2 the second, of ten minutes, will be allowed between the usual meal interval and the time of ceasing work for the day; and

20.1.3 such intervals are to be counted as part of time worked.

20.2 By mutual agreement between the parties, the time of taking the rest breaks may be varied, having regard to the work in progress and at times which minimise the interruption to work then being performed.

21. MEAL ALLOWANCE, BREAKS

21.1 Meal allowance

[21.1.1 varied PR947197; PR959005 ppc 20Jun05]

21.1.1 Whenever an employee becomes entitled to a meal allowance as indicated by this clause, the rate of that allowance will be \$10.70.

21.1.2 Any employee called in earlier than two hours before his/her normal starting time on any day, will be provided with a meal or paid a meal allowance.

21.2 Meal breaks - day workers

21.2.1 Meal break times will be fixed by mutual agreement at each work place. The meal break will be either paid or unpaid in accordance with the requirements of this clause.

21.2.2 Unless by mutual arrangement between the parties, day work employees will not be required to work for more than four and a half hours within the normal spread of ordinary hours, without an unpaid meal break. Otherwise, the employees' current time rate plus ordinary time rate will be paid until the meal break is given.

21.3 Meal breaks - day workers (during overtime Monday to Friday)

21.3.1 An employee required to work after one hour and 40 minutes overtime, will be provided with a meal or the allowance for a meal. A paid twenty minute break will be provided at that time if the employee will be continuing to work for another two hours.

21.3.2 For each four hours completed after the initial two hours, another meal or the allowance for a meal will be provided to the employee. A paid twenty minute break will be provided if the employee is to continue to work for two hours after that time.

21.4 Meal breaks - day workers (Saturdays, Sundays and public holidays)

21.4.1 An employee will be provided with a meal or the allowance for a meal after each four hours worked on any of these days. A paid twenty minute break will be provided on each occasion the employee continues to work for two hours after that time.

21.4.2 For each four hours completed after the initial four hours, another meal or the allowance for a meal will be provided to the employee. A paid twenty minute break will be provided on each occasion the employee continues to work after that time.

21.5 Meal breaks - shift workers (other than seven-day shift workers)

Benefit is as defined in clauses 21.2, 21.3 and 21.4.

21.6 Meal break - shift workers - seven-day shift workers

21.6.1 Twenty minutes will be included in each shift of a seven-day shift worker for a meal break, and such time will be counted as time worked.

21.6.2 If changing shift following a rostered day off, the time that the employee commenced work on the last preceding ordinary shift day will be taken as the time the employee would have commenced work on the rostered day off, for the purpose of paying the early start meal allowance as defined in clause 21.1.2.

22. OVERTIME

22.1 Day workers

22.1.1 Monday to Friday work

Whenever overtime work is performed by a day worker, the time worked will be paid at the rate of time and a half for the first two hours, and double time thereafter, until overtime work is completed.

22.1.2 Saturday work

For prearranged work, the rate of time and a half for the first two hours and double time thereafter will be paid. An employee will be paid for at least four hours at the appropriate rate.

22.1.3 Sunday work

For prearranged work, the rate of double time will be paid. An employee will be paid for at least four hours at the appropriate rate.

22.2 Shift workers

22.2.1 Other than seven-day workers

For all work done outside the ordinary hours of shift, payment will be at the rate of time and a half for the first two hours, and double time thereafter.

22.2.2 Seven-day shift workers

22.2.2(a) For all work done outside the ordinary hours of shift, payment will be at the rate of double time.

22.2.2(b) Shift employees have an obligation to cover absences caused by the failure of a relief employee to report for work, until such time as a relief employee is obtained. Where no less than eight hours' notice has been given to the Company by the relieving employee of an absence, then the unrelieved employee will be paid at the rate of time and a half for the first three hours on duty after finishing ordinary shift, and then double time thereafter, except where:

22.2.2(b)(i) he/she is required to continue work on a rostered day off, where payment will be at the rate of double time; or

22.2.2(b)(ii) an explanation is given by the employee who fails to report for work, and the explanation is to the satisfaction of the Company. Payment in such cases will be at normal overtime rates for the unrelieved employee.

22.3 Junior employees

A junior employee will not be required to work overtime for more than one hour beyond usual ceasing time, unless that employee freely agrees to work beyond that time or unless notice by the Company was given to the employee on at least the previous day.

22.4 Call-back

22.4.1 An employee required to return to work overtime which has not been prearranged will, for each time so recalled, be paid a minimum of four hours work at the appropriate overtime rate. Unless unforeseen circumstances arise, the employee will not be required to work the full four hours if the work is completed within a shorter period.

22.4.2 In the event of recall cancellation or postponement, when an employee reports to the work place, that employee, even if not required to work, will be paid the above minimum of four hours for each time so recalled.

22.4.4 This subclause does not apply where:

22.4.4(a) it is customary for an employee to return to the work place to perform a specific job outside of ordinary working hours, or

22.4.4(b) where overtime commences within four hours of normal start time.

22.4.5 The provisions of this subclause apply to:

22.4.5(a) day workers;

22.4.5(b) a shift worker, other than a seven-day shift worker, for any recall Monday to Friday inclusive; and

22.4.5(c) a seven-day shift worker on any day other than the employees' rostered day off.

22.5 Cancellation of overtime

22.5.1 If notice cancelling a previous instruction to work overtime is given to an employee before leaving the work place, a penalty payment will not be payable.

22.5.2 If notice cancelling the instruction is sent, or telephoned, to the employee's home before the employee would normally have left to commence work, the employee will be paid a minimum of:

22.5.2(a) two hours at the ordinary-time rate in the case of overtime scheduled for a day on which the employee is rostered to work ordinary hours or an ordinary shift, or

22.5.2(b) four hours at the ordinary-time rate in the case of overtime scheduled on a day on which an employee is not rostered to work ordinary hours or any ordinary shift.

22.5.2(b)(i) No additional penalty will be payable if the employee is not at the home when cancellation notice is delivered or telephoned, and subsequently, he/she reports for work.

22.5.3 An employee will be entitled to the meal allowance referred to in clause 21.1 of this award if:

22.5.3(a) notice of cancellation provided in clause 22.5.2 is not delivered, or telephoned, to the

employee's registered address at least one hour before the employee would normally leave home to commence work, or

22.5.3(b) the employee is entitled to a meal under clauses 21.1 or 21.4.1 during the period of cancelled overtime.

22.5.4 Telephoning for instructions

22.5.4(a) An employee who complies with a direction to telephone for instructions in connection with overtime work, will be paid at the ordinary-time rate, with a minimum payment of three hours pay, from that telephone call until either he/she is:

22.5.4(a)(i) given a further direction to telephone later for instructions;

22.5.4(a)(ii) told a definite time at which to commence work; or

22.5.4(a)(iii) released.

22.5.4(b) Where it becomes necessary for an employee to make a number of telephone calls at intervals determined by an authorised supervisor, the employee will receive a minimum of three hours payment at ordinary-time rate for each telephone call. No payment will be made for any telephone call made within three hours of the last preceding telephone call.

22.5.4(c) When an employee commences work, all payments due under this subclause will cease.

22.6 Rest period before or after overtime

22.6.1 When overtime work is necessary, and wherever reasonable and practicable, it will be arranged so that the employee has at least ten consecutive hours off duty before commencement of normal scheduled work on successive days.

22.6.2 An employee (other than a casual employee) who works so much overtime between the termination of ordinary work/shift on one day, and the commencement of ordinary work/shift on the next day, that there has not been at least ten consecutive hours off duty between those times, will, subject to this subclause, be released after completion of the overtime until ten consecutive hours off duty has occurred, without any loss of pay for ordinary working time occurring during such absence.

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

22.7 Transport of employees

22.7.1 When an employee:

22.7.1(a) is called in before the usual commencing time to work overtime; or

22.7.1(b) after having worked overtime or a shift not regularly rostered, and the normal means of transport, or reasonable secure means of public transport, are not available;

the Company will provide, or reimburse the employee to provide, a conveyance to available secure public transport, or from and to the employee's home (as applicable), or pay at the ordinary-time rate, an amount for the time reasonably occupied in reaching the place of work.

22.7.2 Where an employee works overtime beyond 8.00 p.m. between October and March, or 6.00 p.m. between April and September, the Company will provide, or reimburse the employee to provide, transport to the usual place of residence if required.

22.8 On-call

22.8.1 On-call - means where an employee is required to respond promptly to a request from his/her employer to work overtime, and is within reasonable travelling time of the place of work and available to travel.

22.8.2 Where an employee is required to be on-call, the Company will provide him/her with an electronic pager or other appropriate communications device.

22.8.3 On-call rosters

On-call rosters providing the employee with a minimum of 48 hours' notice, will be determined by the Company for appropriately skilled, qualified and experienced employees.

22.9 Work from home

22.9.1 Where an employee who is rostered on-call is provided with equipment enabling the required overtime to be performed from his/her home, he/she will be paid a minimum of one hours' overtime where the work is performed in this way.

22.9.2 Where the work being carried out is unable to be finished at home, and the employee needs to attend the workplace in order to complete the required work, payment will be at the appropriate rate for such work.

22.9.3 Where the employee is required to make or receive telephone calls in connection with performing the duties of the roster, this subclause will apply.

22.9.4 In the case of clause 22.4.4(a), where an employee ordinarily commutes by public transport, the employer will transport to his/her home any equipment that due to weight, size or other factor, cannot reasonably be carried on public transport. Such transport will similarly be provided when the equipment is required to be returned to the work site.

22.9.5 An employee may elect, with the consent of the Company, to take time off in lieu of payment for overtime at a time, or times, agreed with the Company.

22.9.5(a) Overtime taken as time off during ordinary time hours will be taken at the ordinary-time rate.

22.9.5(b) The Company will, if requested by an employee, provide payment at the rate provided for the payment of overtime in the award, for any overtime worked under clause 22.9.5, where such time has not been taken within four weeks of accrual.

22.10 Reasonable overtime

[22.10 inserted by PR947197 ppc 21May04]

22.10.1 Subject to clause 22.10.2 an employer may require an employee to work reasonable overtime at overtime rates.

22.10.2 An employee may refuse to work overtime in circumstances where the working of such overtime

would result in the employee working hours which are unreasonable having regard to:

22.10.2(a) any risk to employee health and safety;

22.10.2(b) the employee's personal circumstances including any family responsibilities;

22.10.2(c) the needs of the workplace or enterprise;

22.10.2(d) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and

22.10.2(e) any other relevant matter.

23. SHIFT WORK

23.1 Transfer to existing shift rosters

23.1.1 Until the expiration of 48 hours' notice being given to an employee of a specified new shift, he/she will, if:

23.1.1(a) transferred from day work or other shift work, be paid at the rate of time and a half for the first two hours worked, and double time thereafter; or

23.1.1(b) employed on seven-day shift work, be paid at the rate of double time for time worked.

23.1.2 In such cases, the normal shift penalties as provided in clause 23.3 will apply.

23.2 Variation of method of working shifts

The method of working shifts and the times of commencing and finishing shifts may be varied by agreement between the parties to suit the circumstances of the establishment. In the absence of agreement, 48 hours' notice of variation will be given by the Company to the relevant employee.

23.3 Shift allowance - percentage of ordinary time pay

23.3.1 An employee engaged on shift work as defined, will receive for the ordinary hours of shift, the following additional percentages of his/her wage rate:

Shift	Percentage
Afternoon or night shift other than shifts referred to hereunder	15
Permanently working afternoon shift	20
Permanently working night shift	30
Permanently working alternate afternoon and night shifts:	
when on afternoon shift	20
when on night shift	30
Any other shift	10

23.3.2 The above percentages will not be applied to the payment for any shift where the shift employee is entitled to receive the extra rates prescribed in clauses 18.1 and 18.2 or clauses 23.5 and 23.6.

23.4 Overtime - all shift workers

The provisions of clauses 17.2.1 and 17.2.2 do not apply where the time is worked:

23.4.1 by arrangement between employees;

23.4.2 as a customary rotation of shifts;

23.4.3 because the relieving shift worker does not come on duty at the proper time; or

23.4.4 on a shift to which an employee is transferred on short notice as an alternative to standing down the employee due to circumstances specified in clause 11.2.

23.5 Rostered day off

23.5.1 Work on a rostered day off

A seven-day shift worker will be paid at the rate of double time for all work on a rostered day off, with a minimum payment of four hours. This minimum payment will not apply where the work on the day is continuous with the commencement, or completion, of the employee's ordinary shift.

23.5.2 Rostered day off falling on a holiday

A seven-day shift worker whose rostered day off falls on a holiday, Monday to Friday inclusive, as prescribed in clause 30 - Public holidays, who is not required to work, will in addition to his/her weekly salary, receive an extra day's pay in accordance with clause 10.1 of the Standard Hours (Oil Companies) Award 2003.

23.6 Saturday, Sunday work - all shift workers

The pay provisions of clause 18 - Saturday and Sunday work, will apply for all Saturday or Sunday work.

23.7 Holiday work - all shift workers

The pay provisions of clause 30 - Public holidays, will apply for all holiday work.

23.8 Extra rates not cumulative

The extra rates provided in clauses 23.6 and 23.7 will be in substitution for, and not cumulative on, the shift allowance prescribed in clause 23.3.

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

24. ANNUAL LEAVE

24.1 Amount of leave - other than seven-day shift workers

An employee will be entitled to four weeks' leave with pay after twelve months of continuous service.

24.2 Amount of leave - seven-day shift workers

24.2.1 An employee will be entitled to five weeks' leave with pay after twelve months' continuous service on such shift work. When an employee is engaged on shift work for less than twelve months' continuous service, the five weeks of leave will be pro-rated according to the period spent as a seven-day shift worker.

24.2.2 An employee whose services are terminated, or who leaves his/her employment during the course of any qualifying period, will receive a cash equivalent of the leave for the period worked, to the proportion of year worked.

24.2.3 Pro rata payments made on termination will be at ordinary-time rates.

24.2.4 Approval for annual leave should be arranged with the appropriate supervisor who will, as far as practicable, arrange the leave to suit the employee's and the employer's convenience.

24.2.5 In the case of emergency, the Company may for a temporary period, postpone the commencement date agreed with an employee on the Application for Leave form. Any loss of accommodation or transport expenses caused, or incidental to the cancellation, will be reimbursed to the employee by the Company.

24.3 Leave in advance of entitlement

By mutual agreement with the Company the employee may take all accrued leave due to him/her.

24.4 Rate and payment of annual leave pay

24.4.1 A shift worker will, for annual leave periods, be paid the same as if working in accordance with a shift roster for the period of leave, but not including any payment with respect to overtime which would have been regularly worked.

24.4.2 Employees, after accruing a full year's entitlement, will be paid for an annual leave period, the amount of his/her ordinary-time rate of pay plus 22.5%. A shift worker will be paid as provided in clause 24.4.1 or his/her ordinary-time rate of pay plus 22.5%, whichever is the greater.

24.4.3 An employee, after having accrued a full year's entitlement to annual leave and whose services are terminated (by either party), will receive the annual leave loading of 22.5% with respect to that entitlement. Pro rata payments in lieu of annual leave on termination of employment will be paid only at the employee's ordinary-time rate of pay.

24.4.4 On the pay day immediately preceding the commencement of annual leave, for a period in excess of six weeks, payment may be requested in advance, for the period of leave.

24.5 Holidays occurring during annual leave

24.5.1 When a holiday prescribed in this award falls within an employee's period of annual leave, there will be added to the period of leave, time equivalent to the ordinary time which, in the case of that employee, would have been an ordinary working day or shift, This additional time then forms part of the total leave period.

24.5.1(a) By mutual agreement between the employee and the employer, the addition to the annual leave period may be waived, and payment for the equivalent time worked by the employee immediately following the end of the leave period will be at the rate of double time, in addition to the employee's ordinary-time rate of pay.

24.5.2 This subclause will only apply where the employee reports for work on the first working day (or

rostered-on shift) immediately following the end of the leave period. If he/she fails to report for work at the appointed time on that day, without reasonable cause, the employer will be entitled for that holiday, to deduct any payment made or not give effect to any payment.

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

24.5.2(b) An employee and the 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.

25. SICK LEAVE

The Company recognises that from time to time, employees will become ill and be unable to attend work. Paid sick leave is provided by the Company to allow reasonable time for employees to recover before returning to regular duties.

26. BEREAVEMENT LEAVE

The Company recognises that from time to time, employees will find it necessary to take leave when situations of personal/family bereavement occur. Should the need arise, paid bereavement leave is provided by the Company to allow reasonable time for employees to recover and/or cater for personal needs.

27. CARER'S LEAVE

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

28. SPECIAL LEAVE

The Company will address any reasonable employee application for special personal leave relating to an unplanned absence from work resulting from a personal obligation.

29. PARENTAL LEAVE

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

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

An **eligible casual employee** means a casual employee:

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

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

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

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

- (a) the employee or employee's spouse is pregnant; or
- (b) the employee is or has been immediately absent on parental leave.

The rights of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

29.1 Definitions

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

29.1.2 Subject to clause 29.1.3, in this clause, **spouse** includes a de facto or former spouse.

29.1.3 In relation to clause 29.5, spouse includes a de facto spouse but does not include a former spouse.

29.2 Basic entitlement

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

29.2.2 Subject to clause 29.3.6, parental leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:

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

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

29.3 Maternity leave

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

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

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

29.3.2 When the employee gives notice under clause 29.3.1(a) the employee must also provide a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.

29.3.3 An employee will not be in breach of this clause if failure to give the stipulated notice is

occasioned by confinement occurring earlier than the presumed date.

29.3.4 Subject to clause 29.2.1 and unless agreed otherwise between the employer and employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of birth.

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

29.3.6 Special maternity leave

29.3.6(a) Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child, then the employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.

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

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

29.3.7 Where leave is granted under clause 29.3.4, during the period of leave an employee may return to work at any time, as agreed between the employer and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.

29.4 Paternity leave

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

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

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

29.4.1(c) a statutory declaration stating:

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

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

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

29.4.2 The employee will not be in breach of clause 29.4.1 if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

29.5 Adoption leave

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

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

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

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

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

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

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

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

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

29.6 Variation of period of parental leave

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

29.7 Parental leave and other entitlements

An employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave benefits that he/she has accrued subject to the total amount of leave not exceeding 52 weeks.

29.8 Transfer to a safe job

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

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

29.9 Returning to work after a period of parental leave

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

29.9.2 An employee will be entitled to the position that he/she held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to clause 29.8, the employee will be entitled to return to the position that he/she held immediately before such transfer.

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

29.10 Replacement employees

29.10.1 A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.

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

30. PUBLIC HOLIDAYS

30.1 Employees at each site will be entitled to the following eleven holidays without deduction of pay:

30.1.1 New Years Day, Australia Day, Labour Day, Good Friday, Easter Monday, Easter Tuesday, ANZAC Day, the birthday of the Sovereign, Melbourne Cup Day, Christmas Day and Boxing Day.

30.1.2 An employee called to work on any of the holidays above will be notified at least the day before, except where it is beyond the Company's power to do so, and he/she will, in addition to his/her ordinary wage, be paid double time for all time worked on that day with a minimum payment of four hours.

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

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

30.2.2 When New Years Day or Australia falls on a Saturday or Sunday, a holiday in lieu thereof will be observed on the next Monday.

30.3 Where in a State, Territory or locality, public holidays are declared or prescribed on days other than those set out in clauses 30.1 and 30.2 above, those days will constitute additional holidays for the purpose of this award.

30.3.1 An employee will not be entitled to more than one holiday as a consequence of each proclamation or gazettal.

30.4 When ANZAC Day falls on a Saturday or Sunday, the following Monday, or the day gazetted by

the relevant State Government to be observed, will be substituted.

30.5 The Company, with the agreement of the majority of employees, may substitute another day for any prescribed in this clause. Such substitution may occur at any one or more places of work covered by this award.

30.5.1 An agreement pursuant to clause 30.5 above, will be recorded in writing and be available to every affected employee.

30.5.2 The union that is party to this award, will be informed of an agreement pursuant to clause 30.5.

30.6 Holiday work - shift workers

30.6.1 The rate to be paid to a seven-day shift worker for work, of which the major portion falls on a holiday, will in addition to the weekly wage, be double time.

30.6.2 The rate to be paid to a shift worker (other than a seven-day shift worker) for work, of which the major portion falls on a holiday, will in addition to the ordinary wage, be double time.

30.6.3 Where a major portion of a shift falls partly on a holiday, the shift will be regarded as the holiday shift.

30.6.4 A shift worker (other than a seven-day shift worker), required to report for work on a holiday outside ordinary shift hours, will be paid four hours, at the appropriate rate, for each attendance.

30.6.5 The provisions of clause 30.6.3 will not apply for:

30.6.5(a) payment of the holiday rates until relieved; and

30.6.5(b) minimum payment, where the work is continuous with the commencement or completion of the employee's ordinary shift hours.

30.7 Christmas day - shift workers

30.7.1 When 25 December falls on a Saturday or Sunday, and another day is proclaimed as a holiday in substitution, an employee rostered to work on 25 December and the substituted day will be paid holiday rates for the time worked on 25 December and ordinary rates for the substituted day.

30.7.2 For the purposes of clause 23.5.2, the substituted day only will be observed.

30.8 Telephoning for instructions

The provisions of clause 23.7 will apply where an employee complies with a direction to telephone for instructions in connection with holiday work.

31. JURY SERVICE

The Company recognises that employees may be required, from time to time, to undertake public jury service. Subject to the production of satisfactory evidence by an employee where such circumstances occur, the Company will reimburse any loss of wages, to the extent of the difference between the amount received for jury attendance and the ordinary-time rate of pay, during such absence.

PART 8 - TRANSFERS, ACCIDENT PAY AND POSTING OF AWARD

32. TRANSFERS TO OTHER LOCATIONS

Where required to work away from the usual place of employment, other than his/her home town, the employee will be reimbursed appropriate travelling expenses, mode of transport and accommodation, associated with travelling, and in accordance with the Company's Policy.

33. ACCIDENT PAY - MAKE-UP OF PAY

33.1 The Company will pay, or cause to be paid, accident make-up payment during the period of incapacity of the employee until such incapacity ceases, provided that the maximum period or aggregate of periods of accident make-up payment will be a total of 52 weeks with respect to any one injury.

33.2 For the purposes of calculating the 52 weeks of incapacity under this clause, any period of rehabilitation under a relevant Workers' Compensation Act will be deemed to be a period of incapacity.

34. POSTING OF AWARD

A copy of this award will be made available in every establishment where the award has effect.

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