

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

AUSTRALIAN INDUSTRIAL REGISTRY LOOSE-LEAF CONSOLIDATION

HOLDEN LIMITED CONSOLIDATED AWARD 1998

This award as varied to 1 February 2001 (variation PR900793) [Note: variation R5452 signed as at 23 June 1999] comprises pages:

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*Workplace and Other Legislation Amendment Act 1997*  
Schedule 5, Item 49(1)

*Workplace Relations Act 1996*  
s.113

*Workplace Relations Act 1996*  
s.111

**Holden Limited**  
(C.No. C34839 of 1998)

**GENERAL MOTORS HOLDEN'S AUTOMOTIVE LIMITED**

**(PART 1) GENERAL AWARD 1988**  
(ODN C No. C30100 of 1988)  
[Print H3647 [G0072]]

**GENERAL MOTOR'S HOLDEN AUTOMOTIVE LIMITED (PART 2 - DRAUGHTING,  
PRODUCTION PLANNING AND TECHNICAL GRADES) GENERAL AWARD 1988**  
(ODN C No. C30100 of 1988)  
[Print H3648 [G0073]]

**GENERAL MOTORS HOLDEN'S AUTOMOTIVE LIMITED**

**(PART 3 - SUPERVISORS) GENERAL AWARD 1988**  
(ODN C No. C30100 of 1988)  
[Print H3756 [G0074]]

**GENERAL MOTORS HOLDEN'S AUTOMOTIVE LIMITED**

**(PART 4- CLERKS) GENERAL AWARD 1988**  
(ODN C No. C30100 of 1988)  
[Print H3869 [G0075]]

**GENERAL MOTORS HOLDEN'S AUTOMOTIVE LIMITED**

**(PART 5- PROFESSIONAL ENGINEERS AND PROFESSIONAL SCIENTISTS) GENERAL  
AWARD 1988**  
(ODN C No. C30100 of 1988)  
[Print H3757 [G0076]]

**HOLDEN'S ENGINE COMPANY (PART 1) AWARD 1993**  
(ODN C No. C02596 of 1986)  
[Print L1766 [H0049]]

**HOLDEN'S ENGINE COMPANY (PART 2) AWARD 1993**  
(ODN C No. C02583 of 1986)  
[Print G6143 [H0050]]

**HOLDEN'S ENGINE COMPANY (PART 3) AWARD 1993**  
(ODN C No. C02583 of 1986)  
[Print L1764 [H0051]]

**HOLDEN'S ENGINE COMPANY (PART 4) AWARD 1993**

(ODN C No. C02596 of 1986)

[Print G6146 [H0052]]

**HOLDEN'S ENGINE COMPANY (PART 5) AWARD 1993**

(ODN C No. C02596 of 1986)

[Print L1767 [H0053]]

**GENERAL MOTORS HOLDEN'S AUTOMOTIVE LIMITED / HOLDEN'S ENGINE  
COMPANY / AMWU TRAINEESHIP AWARD 1989**

(ODN C No. C02583 of 1986)

[Print J0630 [G0085]]

**HOLDEN LIMITED CONSOLIDATED AWARD**

Various employees

Vehicle Industry

COMMISSIONER LEWIN

MELBOURNE, 30 JUNE 1998

*Award Simplification*

**ORDER**

A. The Commission orders that a new award be made in accordance with terms of the in the terms of the attachment herewith.

B. This order will come into effect on and from 30 June 1998.

**1 TITLE**

[1 varied by Q8010]

This award shall be referred to as the Holden Ltd Consolidated Award 1998

**2 ARRANGEMENT**

[2 varied by Q8010; R5452 from 30 June 1998]

This award is arranged as follows:

**Subject matter**

**Clause number**

Annual leave

23

Apprenticeship

11

2 - contd

**Subject matter**

**Clause number**

Arrangement

2

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### **3 INCIDENCE AND APPLICATION OF AWARD**

(a) This award shall apply to:

3(a) - contd

(i) Holden Limited in respect of its employees who are covered by the classifications of work in this award, and

(ii) the following organisations of employees:-

Automotive, Food, Metals, Engineering, Printing and Kindred Industries ('AMWU');

Communication, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union ('CEPU');

Australian Municipal, Administrative, Clerical and Services Union ('ASU');

Association of Professional Engineers, Scientists and Managers, Australia ('APESMA');

National Union of Workers ('NUW');

Construction, Forestry, Mining and Energy Union ('CFMEU');

Australian Workers' Union ('AMU').

(b) This award shall apply throughout all States of the Commonwealth of Australia

(c) From the date of coming into operation of this award, any other award or determination or ordinance or State Act or industrial provision which might otherwise have applied to employees covered by this award shall be excluded from applying to such employees and the Company. Provided, however, that this sub-clause shall not affect the operation of applicable long service leave awards as amended from time to time.

(d) This award is a consolidation of awards which previously applied to General Motors Holden's Automotive Ltd ('GMHA') and Holden's Engine Company ('HEC') in respect of trade, non trade, supervisor, clerical, technical, scientist and engineering employees of these companies. The application of some of the provisions of this award is limited to former employees of GMHA or HEC, and / or to trade, non trade, supervisor, clerical, technical scientist and engineer employees. These terms are defined in clause 37.

### **4 DATE AND PERIOD OF OPERATION**

(a) This award shall come into operation on the 30 day of June 1998

(b) This award shall remain in force for a period of 3 months

(c) Service of a trade, non trade, technical or supervisor employee with any company which is now or has been related to the Company shall be deemed to be service with the Company, and all entitlements accrued by an employee with the first mentioned company shall be observed by the Company. Provided that this clause shall not give rise to any entitlements not extant immediately prior to the making of this award.

4 - contd

(d) Notwithstanding anything elsewhere contained in this clause, the right of the parties with respect to trade, non-trade, technical and supervisor employees is reserved to confer with a view to a variation of this award at any time during its life due to a significant circumstance subject to the following conditions:

- (i) the unions agree collectively that a significant circumstance has arisen to warrant such a conference;
- (ii) if a dispute arises in regard to the operation of this sub-clause which is unable to be resolved by a conference of the parties either party may refer the dispute to the Commission.

## **5. CONTRACT OF EMPLOYMENT**

(a) Except as hereinafter provided, employment of trade and non-trade employees shall be by the week. Employment of technical, supervisor, clerical, engineer and scientist employees shall be by the fortnight. An employee not specifically engaged on a part time or casual basis shall be deemed to be employed by the week (in the case of trade and non-trade employees) or by the fortnight (in the case of supervisor, technical, clerical, engineer and scientist employees)

trade employees) or by the fortnight (in the case of supervisor, technical, clerical, engineer and scientist employees)

### Permanent employment (excluding engineer and scientist employees)

(b) All employees unless part-time or casual, shall be regarded as permanent employees. Permanent employees shall be entitled to notice or payment or forfeiture in lieu of such notice in accordance with sub-clause (g) hereof. Where retrenchments occur, notice shall be given in accordance with the following:

### **Retrenchments**

(i) “**Retrenchment**” means the situation where the Company deems that it has an excess of employees because of a reduction in work available. “Retrenchment” is further defined in clause 37.

### **Trade, non trade, technical and supervisor employees: Entitlements**

(ii) Where an employee with at least twelve months' continuous service with the Company is to be retrenched, a trades, non trades, technical or supervisor employee shall be entitled to the following notification of termination of service:

One year but less than 2 years service	4 weeks notice
2 years but less than 3 years service	6 weeks notice
3 years but less than 4 years service	8 weeks notice
4 years but less than 5 years service	10 weeks notice
5 years but less than 6 years service	12 weeks notice
6 years but less than 7 years service	14 weeks notice

### 5(b) - contd

7 years but less than 8 years service	16 weeks notice
8 years but less than 9 years service	18 weeks notice
9 years but less than 10 years service	20 weeks notice

10 years but less than 11 years service	22 weeks notice
11 years but less than 12 years service	24 weeks notice
12 years but less than 13 years service	26 weeks notice
13 years but less than 14 years service	28 weeks notice
14 years but less than 15 years service	30 weeks notice
15 years but less than 16 years service	32 weeks notice
16 years but less than 17 years service	34 weeks notice
17 years but less than 18 years service	36 weeks notice
18 years but less than 19 years service	38 weeks notice
19 years but less than 20 years service	40 weeks notice
20 years but less than 21 years service	42 weeks notice

Etcetera, based on the formula of two weeks' severance pay, plus two weeks' pay for each year of service. Provided that in no case shall an employee receive an amount in redundancy pay exceeding that which he/she would have received if he/she had remained in employment until normal retirement.

(iii) The Company shall pay trade, non trade, technical and supervisor employees an amount equal to the wages the employee would have received for ordinary hours occurring between the termination of employment and the expiry of the notice required by paragraph (ii) above.

### **Plant closedown and employee relocation**

[5(b)(iv)(1) deleted by R5452 from 30 June 1998]

(iv) (2) (A) In the event of a trade, non trade, technical or supervisor employee not accepting continued employment at another location, an employee so made redundant shall be entitled to payment of redundancy pay of two weeks' pay plus two weeks' pay for each year of service, with a minimum of four weeks' pay. Provided that in no case should a person get an amount in severance pay exceeding that which he/she would have received if he/she had remained in the employment of the employer until normal retirement age.

(B) The Company will further pay trade, non-trade, technical and supervisor employees a loading of 17-1/2% on untaken pro rata annual leave.

[5(b)(iv)(2)(C) varied by R5452 from 30 June 1998]

(C) The Company will provide reasonable time off to attend job interviews.

### **Clerical employees: Entitlements**

(v) Where a clerical employee with at least 12 months continuous service with the Company is to be retrenched he/she shall be entitled to the following notification of termination of his/her services:

#### 5(b) - contd

If the employee is less than 50 years of age he/she shall be entitled to two weeks notice of retrenchment, plus an additional period of notice equivalent to one ordinary working day for each completed year of continuous service up to 20 years, and two ordinary working days for each completed year of continuous service in excess of 20 years.

If the employee is 50 years of age or more he/she shall be entitled to two weeks notice of retrenchment, plus an additional period of notice equivalent to two ordinary working days for each completed year of

his/her continuous service with the Company.

(vi) The Company may, at its discretion, terminate the employment of a clerical employee before the expiry of the period of notice pursuant to paragraph (v), provided that if the Company so terminates it shall:

If the termination is through no fault of the employee, pay the employee an amount equal to the wages he/she would have received for ordinary hours occurring between the termination of his/her employment and the expiry of the notice required by paragraph (ii) hereof; or

in other circumstances, pay the employee up to the time at which his/her employment ends.

(vii) A clerical employee who is given notice pursuant to paragraph (ii) may terminate his/her employment prior to the expiration of such notice - provided that:

If he/she gives the Company at least one week's notice of his/her intention so to terminate, he/she shall be paid an amount equal to 50 per cent of the wages prescribed by this Award which he/she would have received for ordinary hours occurring between the termination of his/her employment and the expiry of the notice of paragraph (ii) hereof; or

if he/she fails to give the Company at least one week's notice of his/her intention so to terminate, he/she shall be paid up to the time at which he/she ceases work.

(viii) The rate of pay of a clerical employee under notice pursuant to paragraph (v) of this sub-clause shall not be reduced, but the employee shall during such period, if so directed by the Company, perform a class or classes of work other than that normally performed by him/her.

(c) (i) A casual employee is one engaged and paid as such. The maximum period for which a casual employee can work continuously on a full-time basis (i.e. the total daily and weekly hours elsewhere prescribed in this award) shall be one month.

In any case where such full-time employment extends beyond one month, the employee shall thereafter be deemed to be employed by the week (for trade or non-trade employees) or by the fortnight for technical, supervisor or clerical employees.

#### 5(c) - contd

(ii) A casual employee shall be paid per hour worked one thirty-eighth of the weekly rate prescribed by this award for the work performed plus twenty per cent (for trade, non trade, technical or supervisor employees) or twenty five per cent for clerical employees.

#### **Part-time employment (trade and non-trade employees)**

(d) (i) An employee may be engaged by the week to work on a part-time basis for a constant number of hours less than 38 per week. An employee so engaged shall be paid per hour 1/38th of the weekly rate prescribed by this award for the work performed.

(ii) An employee engaged on a part-time basis shall be entitled to receive pro rata entitlement to sick leave, annual leave, bereavement leave and public holidays.

(iii) A part-time employee shall be paid according to the averaging system prescribed in relevant awards and shall also be subject to the provisions of clause 14 of this award.

#### **Employees in first twelve months of service (trade and non trade employees)**

(e) (i) Notwithstanding anything elsewhere contained in this award, a trade or non trade employee, other than a tradesperson, may be engaged pursuant to this sub-clause by the week for a continuous period not exceeding twelve months from the date of engagement.

(ii) Termination of employment by the company of any employee engaged pursuant to this sub-clause, whether at the expiration of the period of twelve months' continuous employment or otherwise, shall be at the discretion of the company and in accordance with the provisions of sub-clause (g) hereof.

(iii) Employees engaged pursuant to this sub-clause shall, except as otherwise provided in this sub-clause, be entitled to the benefit of all other provisions of this award except the provisions of paragraph (b)(i) hereof.

(iv) In any case where such continuous weekly employment extends beyond the period of twelve months, the employee shall thereafter be deemed to be employed by the week in accordance with sub-clause (a) hereof.

### **Performance of work**

(f) An employee not attending for duty shall, except as provided by clauses 22, 23, 24, 25, 26, 27, 28 and 29 of this award, lose his/her pay for the actual time of such non-attendance.

### 5 - contd

### **Termination of employment**

(g) (i) Employment shall be terminated by either side by a week's notice (for trade and non-trade employees), a fortnight's notice (for technical, supervisor, and clerical employees) or a month's notice (for engineer and scientist employees) at any time during the week or by the payment or forfeiture of a week's wages (for trade and non-trade employees), a fortnight's salary (for technical, supervisor and clerical employees) or a month's salary (for engineer and scientist employees) as the case may be. This shall not affect the right of the company to dismiss an employee without notice for malingering, inefficiency, neglect of duty or misconduct and in such cases wages shall be paid up to the time of dismissal only.

For trade, non-trade, technical, supervisor and clerical employees such notice may be given at any time but shall expire at the ordinary finishing time of a working day or shift. Notice given before the commencement of a day's work or shift shall be deemed to have been given at the end of a previous day's work or shift and notice given during a day's work or shift shall be deemed to be given at the end of that day's work or shift.

(ii) Where a trade, non-trade, technical, supervisor, and clerical employee has given or been given notice as aforesaid, he/she shall continue in his/her employment until the date of the expiration of such notice. An employee who, having given or been given notice as aforesaid, without reasonable cause (proof whereof shall lie upon him/her) absents himself/herself from work during such period shall be deemed to have abandoned his/her employment and shall not be entitled to payment for work done by him/her within that period.

Provided that where the company has given notice as aforesaid, an employee on request made prior to his/her absence shall be granted leave of absence without pay for up to one day in order to look for alternative employment.

### **Abandonment of employment**

(iii) It shall be prima facie evidence that a trade, non-trade, technical, supervisor or clerical employee with less than three months' service has abandoned his/her employment if, within a period of three consecutive working days from his/her last attendance or notification of absence, he/she has not established that he/she was absent with reasonable cause.

### **Standing down of employee (trade, non-trade, technical and supervisor employees)**

(h) Notwithstanding anything elsewhere contained in this clause:

The company shall have the right to deduct payment for any day an employee cannot be usefully employed because of a strike or through a breakdown in machinery or a stoppage of work by any cause for which the company cannot reasonably be held responsible.

#### 5(h) - contd

The provisions of clause 38 of this award shall apply in the circumstances set out in that clause.

In any plant or complex of plant at any one site where there is in existence a ban or limitation upon the performance of work, the company shall have the right to deduct payment for any part of a day on which any employee cannot be usefully employed.

### **Reduced inventory payment (trade and non trade employees)**

(i) The purpose of this sub-clause is to incorporate in this award, so far as is practicable, the terms and conditions of agreements dated 9 May 1986 between the AMWU Vehicle Division and General Motors Holden's Automotive Limited and between the Holden's Engine Company and the AMWU-Vehicle Division which has been adopted by the company and which provides for a payment to be made to an employee in prescribed circumstances, notwithstanding that a deduction has been made pursuant to sub-clause (h) hereof, and it is acknowledged and agreed by the company and the AMWU Vehicle Division that the meaning of the words "usefully employed" appearing in sub-clause (i) includes gainfully and economically employed without detriment to product quality.

For the purposes of this sub-clause unless the context otherwise requires:

**"Employee"** means an employee of the company other than a casual who is a member of AMWU Vehicle Division.

**"Materials"** means any component parts or materials used by the company in the manufacture of motor vehicles.

**"Supplier"** means any corporation, firm or person who supplies materials (as defined) to the company.

**"Major vehicle manufacturers"** means Toyota Motor Corporation Australia Limited, Ford Motor Company of Australia Limited, Holden's Group of Companies, General Motors Holden's Automotive Limited, Mitsubishi Motors Australia Limited .

Where the company deducts payment pursuant to sub-clause (i) hereof for any day or days because an employee cannot be usefully employed due to the shortage or non-availability of materials from a supplier caused by an industrial dispute, the company shall, subject to paragraph (iv) hereof, pay to an employee an amount equal to one-half of the employee's ordinary rate of pay prescribed by clause 8 of this award which the employee would have otherwise been paid for such day or days.

The payment to be made to an employee pursuant to paragraph (ii) hereof shall be limited to:

5(i) - contd

(1) a maximum of ten days in any twelve-month period of the employee's employment by the company, which shall be credited to the employee upon commencement of employment by the company or, in the case of an existing employee, upon the next anniversary of the employee's commencement of employment occurring after 9 May 1986 and on each successive anniversary thereof, and shall not be cumulative.

(2) a maximum of four days for any one period where a deduction has been made pursuant to sub-clause (i) hereof.

(iv) No payment shall be required to be made by the company to an employee pursuant to paragraph (ii) hereof where the company deducts payment pursuant to sub-clause (i):

if the provisions of sub-clause (i) are not invoked until after three working days immediately following the commencement of an interruption to a supplier's scheduled manufacturing, processing, or supply of materials to the company;

due to a shortage or failure of power supplies or Acts of God affecting a supplier's scheduled manufacturing, processing, or supply of materials to the company;

as a consequence of any secondary boycott action;

as a consequence of industrial action undertaken or engaged in at any time by any persons in any of the plants or operations of the major vehicle manufacturers or undertaken or engaged in by members of the AMWU Vehicle Division;

and the employee, having been advised of the existence of work by his/her supervisor, refuses or neglects to perform such work;

in circumstances where any other employee of the company for whom work exists and who, having been advised of such work by his/her supervisor, refuses or neglects to perform such work;

due to the shortage or non-availability of any materials from a supplier which are imported from outside of the Commonwealth of Australia;

within a period of 90 days commencing at the end of a stoppage of work at any plant or operation of the company in which the employee has directly participated and where the grievance procedure of this award has not been observed.

5 - contd

**Timekeeping (excluding engineer and scientist employees)**

(j) Notwithstanding anything elsewhere contained in this award, the company may select and utilise for timekeeping purposes any fractional or decimal proportion of an hour (not exceeding a quarter of an hour) and may apply such proportion in the calculation of the working time of an employee (not being an engineer or scientist) who, without reasonable cause promptly communicated to the company, reports for duty after the appointed starting time or ceases duty before the appointed finishing time.

If the company adopts a proportion for this purpose it shall apply the same proportion for the calculation of overtime.

**Probationary employment period (non trade employees)**

(k) (i) Notwithstanding anything elsewhere contained in this award, a non trade employee who is classified in accordance with the non-trades structure shall, pursuant to this sub-clause, be engaged as a probationary employee for the first twenty ordinary working days from the date of engagement.

(ii) During this twenty day probationary period of employment either the new employee or the company may terminate the contract of employment at any time by the giving of one hour's notice.

(iii) An employee whose employment terminates under this clause shall only be paid the wage and allowances to which he/she is entitled under the award for time actually worked by the employee.

(iv) The provisions of sub-clause (b) hereof shall not be applicable to employees engaged pursuant to this sub-clause.

(v) Any dispute arising out of this sub-clause shall be dealt with pursuant to agreed consultative procedures with work continuing without interruption while the matter is being resolved.

(vi) should the dispute involving HEC employees remain unresolved following the agreed consultative procedure, the AMWU Vehicle Division may refer the dispute to the Australian Industrial Relations Commission.

[5(l) deleted by R5452 from 30 June 1998]

#### **Notification of classification (supervisor and technical employees)**

(m) Supervisor and technical employees covered by this award shall be given by the company a written notification of classification and number of years credited service in that classification within:

##### 5(m) - contd

Two weeks of being engaged by the company;

Two weeks of entering into a classification or a promotion coming within the scope of this award.

Providing the automatic progression of an employee through the years of experience as expressed in the one classification shall not be deemed as coming within paragraph (ii) hereof.

## **6 PAYMENT OF WAGES/SALARIES**

### **Averaging system (trade, non-trade technical and supervisor employees)**

(a) Subject to sub-clauses (b) and (c) hereof, in the case of a trade, non trade, technical and supervisor employee whose ordinary hours of work are arranged in accordance with of this award, so that the employee works an average of 38 ordinary hours each week during a particular work cycle, wages shall be paid weekly or fortnightly according to a weekly average of hours worked even though more or less than 38 hours may be worked in any particular week of the work cycle.

Explanation of averaging system (trade, non-trade technical and supervisor employees)

(b) As provided in sub-clause (a) of this clause, a trade, non trade, technical or supervisor employee whose working hours may be more or less than 38 in any particular week of a work cycle is to be paid wages on the basis of an average of 38 working hours so as to avoid fluctuating wage payments each week. An explanation of the averaging system of paying wages is set out below:

## **Absences from duty (trade, non-trade technical and supervisor employees)**

(c) (i) A trade, non trade, technical or supervisor employee who is paid wages in accordance with sub-clauses (a) hereof and is absent from duty other than in accordance with the following clauses of this award:

clause 22 -	Public holidays
clause 23 -	Annual leave
clause 24 -	Paid sick leave
clause 25	Paid family leave
clause 26	Bereavement leave
clause 27 -	Jury service
clause 29 -	Workers' compensation payments - make-up

or relevant long service leave provisions shall, for each day the employee is so absent, lose pay for that day calculated by dividing the rate of pay for the classification of work set out in relevant awards by five.

### 6(c) - contd

An employee who is so absent from duty for part of a day shall lose pay for each hour the employee is absent by dividing the employee's daily pay rate as calculated above by eight.

An employee who is so absent from duty for part of an hour shall lose pay for the period of absence.

(ii) Provided that when an employee is absent from duty (unless in accordance with the exceptions detailed in paragraph (i) of this sub-clause), the employee will not accrue "credits" for the period of absence. Consequently, where during the week of the work cycle the employee is to work less than 38 ordinary hours (when a "programmed" or "scheduled" day off occurs) the employee will not be entitled to full pay for that week. In that week, pay will be reduced by the amount of "credits" not accrued during the particular work cycle.

## **Frequency of payment**

(d) Trade and non-trade employees shall have wages paid weekly save that the employer may pay fortnightly where there is agreement between the Company and the employee. Supervisor, technical, clerical engineer and scientific employee's shall have salaries paid fortnightly.

## **Payment by cash, cheque or bank deposit**

(e) The company may pay trade and non trade employees by cash, cheque or bank deposit. Where wages are paid to employees by cheque the company shall, on payday, if it is required by employees, have facilities available for the encashment of the cheque. The company will pay supervisor, technical, clerical and engineer employee's by bank deposit.

## **Wages and salaries to be paid during working hours (trade, non-trade technical and supervisor employees)**

(f) Wages and salaries for trade, non trade, technical and supervisor employees shall be paid in the company's time and not later than Friday in the week in which payment is made.

## **Time of payment (GMHAL trade, non trade, technical and supervisor employees)**

(g) Subject to the provisions of subclause (b) hereof, where wages and salaries are paid after 1.30 p.m. on payday, the company shall not keep more pay in hand than has accrued to an employee in respect of work performed by the employee on such payday and the preceding day. Where wages and salaries are paid before 1.30 p.m. on payday, the company shall not keep more pay in hand than has accrued to an employee in respect of work performed on such payday and the two preceding days.

6 - contd

#### **Time of payment (HEC trade and non trade employees)**

(ga) Subject to the provisions of subclause (b) hereof, where wages are paid on a Thursday, the company shall not keep more pay in hand that has accrued to an employee in respect of work performed on such pay day and the two preceding days, save that three days may be held in hand by the Engine Company.

#### **Time of payment (HEC technical and supervisor employees)**

(gb) Subject to the provisions of subclause (b) of this clause, where wages are paid after 1.30pm on pay day, the Company shall not keep more pay in hand than has accrued to an employee in respect of work performed by the employee on such pay day and the preceding day. Where wages are paid before 1.30 on pay day the Company shall not keep more pay in hand than has accrued to an employee in respect of work performed on such day and the two preceding days.

#### **Authorised deductions (excluding engineer and scientific employees)**

(h) The company may deduct from monies due to an employee such amount as is authorised in writing by the employee for a lawful purpose specified in the authority.

#### **Wages and salaries statement**

(i) On or prior to payday the company shall state to each employee, in writing, the total amount of wages to which the employee is entitled, the amount of deductions made therefrom and the net amount being paid.

#### **Termination of employment**

(j) Upon termination of employment of a trade, non trade, engineer or scientist employee wages due shall be paid on the day of such termination, or forwarded to the employee by post on the next working day. Upon termination of a technical, supervisor or clerical employee, the salary due shall be paid by cheque on the day of such termination, or forwarded to the employee by post on the next day.

Provided that when a trade, non-trade, technical or supervisor employee paid on the averaging system detailed in sub-clause 6(b) and (c) hereof terminated and where the employee has not taken the day off due to the employee during the work cycle in which employment is terminated, the wages due to that employee shall include payment in respect of credits accrued during the work cycle .

#### **Calculation of hourly rate (trade, non-trade, technical and supervisor employees)**

(k) Subject to the provisions of this clause, hourly rates shall be calculated by dividing the appropriate weekly rate by 38.

#### **7 OTHER CLASSES OF WORK (trade, non-trade employees)**

(a) If a trade or non trade employee is employed in a class of work other than as provided for in the classification structures in relevant awards, he/she or she shall be paid a rate not less than the lowest rate

prescribed from time to time by the relevant award.

(b) If a trade or non trade employee is employed in a class of work coming within sub-clause (a) hereof and the union or unions concerned make an objection in writing to the company to the rate of wages for such work, the matter may be referred to a member of the Commission who may, after hearing the various parties, fix a rate for such work. If the rate so fixed is higher than the rate already paid the decision shall operate as from the date on which the union's written objection reached the company. Where such notice is given to the company by registered post it shall be deemed to have reached it in the course of the post.

(c) The company shall within 28 days of determining a rate of wage under this clause notify the Industrial Registrar or the Deputy Industrial Registrar in the State concerned of the class of work for which the rate was determined and the rate for such work.

## **8 LOWER GRADE OR HIGHER GRADE DUTY (technical and supervisor employees)**

A technical or supervisor employee who is called upon to perform work of a lower grade than that in which he/she is normally engaged, shall suffer no reduction of salary on that account.

A technical or supervisor employee who is called upon to perform work of a higher grade than that in which he/she is normally engaged, shall be paid for the time so employed at the rate of the first year of the grading of the employee whose duties he/she is performing.

The provisions of this clause shall have no application between levels which are subject to automatic progression.

Sub-clause (b) shall not apply to employees classified at either Level 1(A) or Level 1(B) who perform the duties of a Level 2 classified employee.

## **9 NATIONAL TRAINING WAGE (non-trade employees)**

A party to this award shall comply with the terms of the National Training Wage Interim Award 1994, as varied, as though bound by clause 3 of that award.

For GMHAL employees the terms of the National Training Wage Interim Award 1994, as varied, shall apply to employment of non-trade employees under this award at Elizabeth in South Australia and at Dandenong in Victoria.

For HEC employees the terms of the National Training Wage Interim Award 1994, as varied, shall apply to employment under this award.

## **10 UNAPPRENTICED JUNIORS (non-trade employees)**

(a) (i) Except as provided in sub-clause (e) hereof and subject to clause 11 of this award, unapprenticed junior non trade employees may be employed in any occupation covered by this award.

(ii) For the purposes of this award an unapprenticed junior shall be an employee aged seventeen years or less.

(b) (i) The weekly rate of pay for an unapprenticed junior employee shall be an amount equal to the undermentioned relevant percentage of the ordinary weekly wage prescribed by this award for an adult tradesperson's assistant (for GMHAL employees) or a Vehicle Builder Level 1 (for HEC employees).

Per cent

Under 17 years 60

17 years 80

(ii) Following satisfactory completion of the induction program which would normally be 3 months the weekly wage for an unapprenticed junior shall be the relevant percentage as expressed in (b)(i) above of the ordinary weekly wage prescribed by this award for a Vehicle Builder Level 2.

(iii) The above percentage shall be calculated in multiples of 5c. Amounts of 2c or less being taken to the lower multiple and amounts in excess of 2c being taken to the higher multiple.

### **Proof of age**

(c) An employee whom the company has reasonable grounds for suspecting is under the age of eighteen years shall, if required, furnish proof of age by means of a birth certificate or other proof satisfactory to the company, or statutory declaration by parent or guardian. The company shall be entitled to rely on such proof.

### **Prohibited work**

(e) A junior non trade employee shall not be employed:

on die setting on power presses, as a furnaceperson; or as an operator of power driven guillotines; or

if under the age of 16 years, on oil or gas burners or fires used for heating of small articles, or using electric arc or oxyacetylene blowpipes.

### **10A - UNAPPRENTICED JUNIORS (CLERICAL EMPLOYEES)**

Unapprenticed junior clerical employees shall be paid the following percentage of the commencement rate for class A employees:

#### 10A - contd

	Per cent
Under 17 years	60
17 years	80

### **10B TRAINEES (TECHNICAL EMPLOYEES)**

The clause applies to technical employees. The provisions contained in this clause for trainee draughtsmen shall not apply in New South Wales.

### **Definition**

(a) A trainee draughtsperson or a trainee planner or a trainee technical officer shall mean an employee of less than 21 years of age who is undergoing, and proves to the satisfaction of this Company when requested that he/she is continuing, a certificate course appropriate to his/her work prescribed by the Victorian Education Department or the South Australian Institute of Technology or any course at least

equivalent thereto.

### **Rates of pay**

(b) Trainees shall receive as minimum rates of pay the following percentages of the total rate of pay prescribed from time to time for draughtsperson detail first year:

17 years of age	60
18 years of age	75
19 years of age	90
20 years of age	95

In calculating the rates the amounts shall be taken to the nearest 10 cents, half or less than half to be disregarded.

### **Payment of fees**

(c) A trainee who attends in any one year not less than 80 per centum of the maximum possible attendances of the approved course at the training institution at which he/she is pursuing his/her course of study, and passes the annual examinations in that year or, if there is no examination, receives a satisfactory report, shall be reimbursed by the Company all fees paid by him/her for that course during the year. In the case of a trainee who complies with the foregoing requirement for attendances and who passes or receives a satisfactory report in a proportion of the subjects taken by him/her in any year, the Company shall reimburse a like proportion of fees. The Company shall not, however, be required to reimburse fees or proportion thereof for more than one year in excess of the period prescribed by the training institution for the approved course. Provided that where a trainee is in the employ of more than one employer in any school year, then the last such employer shall be liable only for the payment of fees pro rata to the period of employment with that employer.

### 10B - contd

### **Daytime schooling**

(d) Trainees shall be allowed reasonable time (not exceeding an average of eight hours per week) during a school term for the purposes of attending classes in connection with the appropriate certificate course, on the same basis as apprentices in the establishment are allowed time off for daytime schooling. For this purpose years of experience as a trainee shall be equivalent to years of apprenticeship.

### **10C - TRAINEESHIPS**

For the purposes of this clause:

Traineeship means a system of training which has been approved by the relevant State or Territory Training Authority, or which meets the requirements of a National Training Package developed by a National Industry Training Advisory board and endorsed by the National Training Framework Committee, which leads to an Australian Qualifications Framework qualification specified by the National Training Package, or which has been approved on an interim basis by the National Employment and Training Taskforce (NETTFORCE), until the final approval is granted by the relevant State or Territory Training Authority and includes full time traineeships and part time traineeships including

school-based traineeships;

a “Traineeship Agreement” means an agreement made subject to the terms of this clause between the Company and the Trainee for a Traineeship and which is registered with the relevant State or Territory Training Authority, NETTFORCE, or under the provisions of the appropriate State or Territory legislation. A Traineeship Agreement shall be made in accordance with the relevant approved Traineeship-Scheme and shall not operate unless this condition is met;

a “Trainee” means an employee who is bound by a Traineeship Agreement made in accordance with this clause;

“Company” means Holden Ltd.

## **Training Conditions**

The Trainee shall attend an approved training course or training program prescribed in the Traineeship Agreement or as notified to the trainee by the relevant State or Territory Training Authority in accredited and relevant Traineeship Schemes; or NETTFORCE if the Traineeship Scheme remains subject to interim approval.

A Traineeship shall not commence until the relevant Traineeship Agreement, made in accordance with a Traineeship Scheme, has been signed by the Company and the trainee and lodged for registration with the relevant State or Territory Training Authority or NETTFORCE, provided that if the Traineeship Agreement has been registered with the relevant State or Territory Training Authority or NETTFORCE. The Company shall ensure that the Trainee is permitted to attend the training course or program provided for in the Traineeship Agreement and shall ensure that the Trainee receives the appropriate on-the-job training.

### 10C - contd

The Company shall provide a level of supervision in accordance with the Traineeship Agreement during the traineeship period.

The Company agrees that the overall training program will be monitored by officers of the relevant State or Territory Training Authority or NETTFORCE and that training records or work books may be utilised as part of this monitoring process.

(b) (i) The trainee shall be engaged for a period of 24 months as a full-time employee, provided that the trainee shall be subject to a satisfactory probation period of up to one month.

(ii) 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.

(iii) Where the employment of a trainee by the Company is continued after the completion of the traineeship period, such traineeship period shall be counted as service for the purposes of the relevant awards and long service leave entitlements, provided the traineeship period was served in accordance with the approved training agreement.

(iv) Overtime and shift work shall not be worked by trainees except to enable the requirements of the training plan to be effected. When overtime and shift work are worked, the relevant penalties and allowances of the relevant award, based on the trainee wage, will apply. No trainee shall work overtime or shift work on his/her own.

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

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

(c) The weekly wages payable to trainees shall be determined by multiplying the appropriate rate for level 1A in the relevant award by the relevant percentage step:

Commencement	Rate
Step 1	60%
Step 2	70%
Step 3	80%
Step 4	90%

Progression is based upon the achievement of a prescribed set of competencies for each pay point.

(i)

## **11 APPRENTICESHIP**

(a) Apprenticed trades

The Company may engage an apprentice in any apprenticeship trade which may from time to time be proclaimed by an Apprenticeship Authority.

(b) Apprenticeship Authority means:

(i) the relevant State authority responsible for apprenticeships;

(ii) an authority or person appointed under the Workplace Relations Act 1996 for the purposes of this clause.

(c) Contract of apprenticeship

Every contract of apprenticeship (indenture) should include:

(i) the names of the parties

(ii) the date of birth of the apprentices;

(iii) the trade or trades the apprentice is undertaking;

(iv) a commitment by the Company to teach and instruct the apprentice or allow instruction in the trade being undertaken;

(v) the date at which the apprenticeship is to commence;

(vi) all other conditions of the apprenticeship.

(d) Proportion

The proportion of apprentices to tradesmen will be determined by the relevant legislation.

(e) Period of apprenticeship

The probation period will count as part of the apprenticeship.

(f) Cancellation or suspension of indenture

(i) An indenture of apprenticeships may be suspended or cancelled with the approval of the Apprenticeship Authority:

(1) by mutual consent;

11(f) - contd

(2) if through lack of orders or financial difficulties, the Company is unable to find suitable employment for an apprentice and a transfer to another employer cannot be arranged;

(3) if in the opinion of the Authority circumstances exist which render a suspension or cancellation necessary or desirable.

(ii) The award overrides any agreement in an indenture inconsistent with this clause.

(g) Wage rates

(i) The minimum weekly wage for an apprentice is the relevant percentage of the wage rate, rounded to the nearest 5c, of a Vehicle Industry Tradesperson Level 1 - Trainee.

<b>Level</b>	<b>Percentage of wage rate</b>
1st level	60
2nd level	75
3rd level	90
4th level	95

(ii) An adult who was a non-trade employee prior to becoming an apprentice will be paid the non-trade wage rate until it falls below the appropriate apprentice wage rate.

(h) Instructing in welding

The training of an apprentice shall include instruction in various forms of welding as required by the enterprise.

(i) Overtime and shift work

Where practicable, no apprentice will be required to work overtime or shift work at times which would prevent their attendance at technical school as required by an statute, award or regulation.

(j) School fees

An apprentice, subject to reports of satisfactory conduct, will be reimbursed all fees when attending technical college or school.

11 - contd

**Wage rates**

(a) (i) The weekly rate of wage for an apprentice shall be an amount equal to the undermentioned relevant percentage of the ordinary weekly wage prescribed by this award for an adult bodymaker 1st class (for GMHAL employees) and an adult Tradesperson 1B for HEC employees) employed in the area in which the apprentice is employed and, in all contracts of apprenticeship hereafter made, the company shall covenant to pay not less than such rate.

Table

Year of term	Percentage of weekly wage rate for Bodymaker 1st class %
1st year	60
2nd year	75
3rd year	90
4th year	95

(ii) The above percentages shall be calculated in multiples of 5c amounts of 2c or less being taken to the lower multiple and amounts in excess of 2c being taken to the higher multiple.

(iii) An employee who is under 21 years of age at the expiration of his/her apprenticeship and thereafter works as a minor in the occupation to which he/she has been apprenticed shall be paid at not less than the adult rate prescribed by this award for that classification.

**11A - CAREER PATH APPRENTICESHIP (GMHAL EMPLOYEES)**

The provisions of clause 11 of this award shall apply to Career Path Apprentices subject to the provisions of this clause

For the purposes of this award, a Career Path Apprentice is defined as:

an employee with at least three years continuous company service and;

an employee who is transferred to trade training and;

an employee who is transferred to trade training to supplement the normal company apprenticeship program.

In circumstances where the company agrees to supplement the normal company apprenticeship program with career path apprentices, the employees current rate or pay, exclusive of shift premiums and allowances, shall be maintained.

11A - contd

Provided that, in circumstances where the provisions of clause 10 would provide a higher rate of pay, the higher rate shall be paid.

## **12 SPECIAL RATES AND ALLOWANCES**

In addition to the wages prescribed elsewhere in this award the special rates and allowances hereinafter appearing shall be paid to employees whether adults, apprentices or unapprenticed juniors.

### **Confined spaces (trade, non-trade, technical, supervisor employees)**

(a) (i) A trade, non trade, technical or supervisor employee, other than one working on a vehicle or parts of a vehicle, working in a confined space shall receive

- - 45 cents per hour extra (for GMHAL employees)
- and 33 cents per hour extra (for HEC employees).

(ii) For the purposes of this sub-clause, a “confined space” means a compartment, space or place the dimensions of which necessitate an employee working in a stooped or otherwise cramped position, or without proper ventilation and subject thereto includes boilers, furnaces, flues, combustion chambers, superheaters or economisers.

### **Dirty work (trade, non-trade, technical, supervisor employees)**

(b) (i) A trade, non trade, technical or supervisor employee doing work which a supervisor and the employee shall agree is of an unusually dirty or offensive nature -

42 cents per hour extra (for GMHAL employees); and

and 30 cents per hour extra (for HEC employees).

(ii) In any case coming within this sub-clause the minimum payment on any day or shift shall be \$1.17 provided however, that the said minimum payment of \$1.17 shall not be payable in respect of a specific job when other higher special rates are payable for that job on the same day or shift and such higher rates exceed \$1.17 on the particular day or shift.

(iii) In case of disagreement between the supervisor and the employee, the employee or a shop steward on his/her behalf shall be entitled, within 24 hours, to ask for a decision on the employee's claim by the company's Industrial Officer. In such case, a decision shall be given on the employee's claim within 48 hours of it being asked for (unless that time expires on a non-working day, in which case it shall be given during the next working day) or else the said allowance shall be paid.

(iv) In any case where a union alleges that the company or its representative is unreasonable or capricious in relation to such a claim it shall have the right to bring such case before a Board of Reference.

12 - contd

### **Height money (trade, non-trade, technical, supervisor employees)**

(c) A trade, non trade, technical or supervisor employee other than a rigger and splicer engaged in the erection, repair and/or maintenance of steel frame buildings and similar structures at a height of 50 feet or more directly above the nearest horizontal plane shall be paid- 19 cents per hour extra.

### **Hot places (trade, non-trade employees)**

(d) (i) A trade and non trade maintenance tradesperson and their assistants working for more than one

hour in the shade shall be paid:

in places where the temperature is raised by artificial means to between 46 and 55 degrees Celsius (115-130 Fahrenheit) 30 cents per hour extra;

in places where temperature exceeds 55 degrees Celsius (130 degrees Fahrenheit) 33 cents per hour extra.

(ii) Where work continues for more than two hours in temperatures exceeding 55 degrees Celsius (130 degrees Fahrenheit) an employee shall also be entitled to twenty minutes' rest after every two hours work without deduction of pay.

(iii) The temperature shall be decided by the supervisor of the work after consultation with the employee who claims the extra rate.

#### **Glass or slag wool (trade, non-trade employees)**

(e) A trade or non trade employee handling loose slag wool, loose insulwool or other loose material of a like nature used for providing insulation against heat, cold or noise on the construction, repair or demolition of furnaces, walls, floors and/or ceilings shall be paid - 33 cents per hour extra.

#### **Drivers handling garbage (trade, non-trade employees)**

(f) A trade or non trade employee employed as a driver of a vehicle handling garbage - 30 cents per hour extra.

#### **Carpenters (trade, non-trade employees)**

(g) A carpenter engaged on large structural alterations to buildings, whether external or internal -shall be paid 16c per hour extra.

#### **Fork-lift or cranes (trade, non-trade employees)**

(h) Where two or more fork-lifts or cranes are engaged in any one lift the drivers thereof for the time so occupied shall have the rates otherwise payable to them increased at the rate of 10c per hour.

#### 12 - contd

#### **Plumbers (trade, non-trade employees)**

(i) (i) Except as provided in paragraph (ii) hereof, a plumber on maintenance work shall be entitled to the allowance elsewhere prescribed in this clause and to any allowance prescribed for any other purpose by a State award or determination other than tool allowances, industry allowances and special loadings for public holidays and/or sick leave.

(ii) A plumber on maintenance work in Victoria shall not be entitled to the allowances set out in sub-clauses (a) and (b) hereof, but shall be entitled to a special trade allowance of \$11.10 per week for all purposes of this award.

#### **First aid qualifications (trade, non- trade, technical, supervisor employees)**

(j) (i) An allowance of \$8.71 per week for GMHAL employees and \$6.30 for HEC employees shall be paid to employees with first aid responsibility and where satisfactory qualifications are held.

(ii) This extra rate is not subject to the limitation prescribed by sub-clause (n) hereof but is payable in

addition to any other rate or allowance prescribed by this clause.

**Foundry allowance (trade, non-trade, technical, supervisor employees)**

(k) (i) Employees employed by the company shall be paid a foundry allowance of 19 cents for each hour worked to compensate for all disagreeable features associated with foundry work including heat, fumes, atmospheric conditions, sparks, dampness, confined spaces and noise. Such employees shall not be paid the foundry allowance for any work in the foundry during any period that foundry production is not being carried out, with the exception of any work therein during a period of up to eight hours immediately following the cessation of foundry production. During any period in which the foundry allowance is not applicable, the appropriate disability provisions of this clause shall apply.

(ii) The foundry allowance herein prescribed shall be in lieu of any payment otherwise due under this clause and does not in any way limit the company's obligations to comply with all relevant requirements of Acts and Regulations of a State of the Commonwealth relative to conditions in foundries.

(iii) For the purpose of this sub-clause, foundry work shall mean:

any operation in the production of castings by casting metal in moulds made of sand, loam, metal, moulding composition, or other material or mixture of materials, or by shell moulding, centrifugal casting or continuous casting; and

12(k) - contd

where carried on as an incidental process in connection with and in the course of production to which paragraph (1) of this definition applies, the preparation of moulds and cores (but not in the making of patterns and dies in a separate room) knock out processes and dressing operations, but shall not include any operation performed in connection with non-ferrous die casting (including gravity and pressure); casting of billets and/or ingots in metal moulds; continuous casting of metal into billets; refining of metal.

**Money handling (trade, non-trade employees)**

(l) Employees handling money in the course of their normal duties shall be paid the following allowances:

	\$
Up to \$20 per week	0.50
\$20 to \$200 per week	1.05
\$200 to \$600 per week	1.85
\$600 to \$1000 per week	2.70
Over \$1000 per week	3.60

**Special rates not cumulative**

(m) Where more than one of the foregoing disabilities entitling an employee to extra rates exists on the

same job, the company shall be bound to pay only one rate, namely, the highest for the disabilities so prevailing. Provided that where an employee suffers more than one disability at the same time and such disabilities provide for the payment of extra rates for dirty work, working at heights or in confined spaces, the employee shall be entitled to receive extra rates in respect of each of the aforesaid disabilities so suffered.

### **Rates not subject to penalty additions**

(n) The special rates and allowances prescribed in the preceding sub-clauses in this clause shall be paid irrespective of the time at which the work is performed and shall not be subject to any premium of penalty additions.

(o) The following clerks, irrespective of age, shall be paid an allowance of \$6.80 per week:

Stenographers, bookkeeping machinists, comptometer operators, teletypists, punch card machine operators, audio typists and flexowriters and ledger posting machine operators, with three months experience.

12 - contd

### **Leading hands (trades, non-trade employees)**

(p) (i) In addition to the rates elsewhere prescribed in this award, leading hands shall be paid as follows:

	Per week \$
In charge of not less than three and not more than ten employees (GMHAL employees)	20.80
In charge of not less than three and not more than ten employees (HEC employees)	20.80
In charge of more than eleven and not more than twenty employees	31.00
In charge of more than twenty employees	39.40

(ii) Inspectors shall be paid the- equivalent rate of leading hand 3-10 employees in excess of wage payable to the employees whose work they inspect.

(iii) Relief operators shall be paid the equivalent rate of leading hand 3-10 employees in excess of wages payable to highest paid classification the group or groups over which they provide relief.

(iv) Automatic transmission final assembly rectifier (GMHAL employees) - equivalent rate of leading hand 3-10 employees in excess to the wage payable to the employees engaged in automatic transmission final assembly operations.

(v) Fork-lift driver of fork-lift with capacity of more than 20500 kilograms shall be paid- equivalent rate of leading hand 3-10 employees in excess of wage payable to fork-lift driver.

(vi) Patrolpersons shall be paid the equivalent rate of leading hand 3-10 employees in excess of the wage rate prescribed in relevant awards.

(iv) Synchronous work unit leader (HEC employees) shall be paid equivalent rate of leading hand 20 or more persons.

### **Tool allowance - tradespersons and apprentices**

(q) (i) Except as otherwise provided tradespersons shall be paid an allowance of \$12.00 per week for supplying and maintaining tools ordinarily required in the performance of their work as tradespersons.

This allowance shall apply to apprentices on the same percentage basis as set out in paragraph 11) of this award.

### 12 - contd

### **Higher duties allowance (clerical employees)**

(r) A clerk who for a period of three days or more in any one year is called upon to perform the work of a clerk in a higher position shall be paid for the said period of three days or more at the rate within the appropriate class which is the rate next higher than his/her current rate.

The provisions of this clause shall not apply in the case of an employee classified at level 1 who performs the duties of a level 2 classified employee.

### **Higher duties allowance (engineer and scientist employees)**

(s) A professional engineer or professional scientist engaged for more than one complete day or shift on duties carrying a higher salary rate than his/her ordinary classification shall be paid the salary rate which represents the immediate higher salary rate above the employee's current salary rate, within the salary scale of the grading of the employee whose duties he/she is performing for such time worked.

The provisions of this clause shall have no application between levels which are subject to automatic progression.

### **13 HOURS OF WORK - DAY WORK (excluding engineers and scientists)**

### **Ordinary hours of work (trade, non trade, technical, supervisor and clerical (GMHAL) employees)**

(a) Subject to clause 14 of this award, the ordinary hours of work shall be an average of 38 per week to be worked on the basis of 152 hours within a work cycle as prescribed in clause 14 of this award.

### **Spread of hours**

(b) (i) Subject to clause 14 of this award the ordinary hours for trade, non trade, technical, supervisor and clerical (GMHAL) employees shall be worked in five days, Monday to Friday inclusive, of eight hours each.

The ordinary hours of work for HEC supervisor employees prescribed herein may be worked over four days and shall not exceed ten on any day, provided that in any arrangement where the ordinary working hours are to exceed eight on any day, the arrangement of hours shall be subject to agreement between the Company and the majority of employees in the plant or section or sections concerned.

(ii) For trades, non-trades, technical and supervisor employees the ordinary hours of work prescribed in

this clause shall be worked continuously (exclusive of meal breaks) at the discretion of the company between 7.00 a.m. and 5.30 p.m.

### 13(b) - contd

For clerical(GMHAL) employees The ordinary hours of work prescribed in this clause shall be worked continuously (exclusive of meal breaks) at the discretion of the company between 6.30 a.m. and 6.00 p.m.

(iii) For members of the AMWU Vehicle Division employed at the company's operations at Lang Lang, Victoria, the spread of hours shall be between 6.00 a.m. and 5.30 p.m. in lieu of the spread of hours prescribed in paragraph (ii) hereof.

(iv) The spread of hours prescribed in paragraphs (ii) and (iii) hereof may be altered as to all or a section of the employees by mutual agreement between the company and the representative of the union in the particular shop, or in the absence of agreement by seven days' notice of alteration given by the company to the employees concerned and thereafter shall only be altered in a similar manner.

(v) Notwithstanding anything contained elsewhere in this award changes to the spread of hours for trade and non-trade employees between the hours of 6.30 a.m. to 7.00 a.m. and 5.30 p.m. to 6.00 p.m. may be made by mutual agreement between the company and the employees involved.

Prior to any change to the spread of hours for trade and non-trade employees , the company will advise the reason for the changes, the number of employees involved, the plants and sections involved, the timing of the changes and how employees are to be informed and ensuring mutual acceptance of the changes. For GMHAL trade and non-trade employees this paragraph applies to employees classified in accordance with the non-trades structure at Holden's service and parts organisation (Dandenong), experimental engineering (Fishermens Bend), service garage (Fishermens Bend) and any other Victorian operation only.

(vi) Notwithstanding anything contained elsewhere in this award changes to the spread of hours for technical and supervisor employees between the hours of 6.30 a.m. to 7.00 a.m. and 5.30 p.m. to 6.00 p.m. may be made by mutual agreement between the company and the employees involved.

Prior to any change to the spread of hours for technical and supervisor employees the company will advise the reason for the changes, the number of employees involved, the plants and sections involved, the timing of the changes and how employees are to be informed.

(vii) Notwithstanding anything contained elsewhere in this award, changes to the spread of hours for GMHAL clerical employees between the hours of 6.30 a.m. to 7.00 a.m. and 5.30 p.m. to 6.30 p.m. may be made by mutual agreement between the company and the employees involved. Prior to any change to the spread of hours the company will advise the reason for the changes, the number of employees involved, the plants and sections involved, the timing of the changes and how employees are to be informed. The company and the union undertake to review the scheduling of programmed days off with the objective of rostering programmed days off. This review will be completed prior to the date of application by the union for the second structural efficiency payment.

### 13 - contd

#### **Ordinary hours of work and spread of hours (HEC clerical employees)**

(c) Subject to the exception hereinafter provided the ordinary hours of work for HEC clerical employees shall be 38 per week to be worked in five days, Monday to Friday inclusive (continuous except for meal breaks) at the discretion of the Company between 6.00 a.m. and 6.00 p.m.

(d) Provided that commencing or finishing times within the spread of hours prescribed may be altered as to all or a section of the employees by mutual agreement between the Company and the appropriate Branch Secretary of the Union, or, in the absence of agreement, by seven days notice of alteration given by the Company to the employees concerned, and thereafter shall only be altered in like manner.

#### **14 38 HOUR WEEK (excluding clerical (HEC). engineer and scientist employees)**

(i) The ordinary hours of work shall be an average of 38 per week

(ii) The implementation of the 38 hour week will be based on a system whereby 12 programmed days off accrue per annum.

(iii) The facilitative provisions relating to the implementation of the 38 hour week will be in accordance with agreements reached between the Company and relevant unions from time to time

(iv) The provisions of this clause shall apply equally to shift workers.

(v) The provisions of this clause shall not apply so as to provide for a 38 hour week in respect of employees whose employment was not subject to a 38 hour week immediately before the making of this award.

#### **15 HOURS OF WORK - SHIFT WORKERS (excluding engineer and scientist employees)**

##### **Continuous work**

(a) (i) For the purposes of this clause and clause 18 of this award, the expression “continuous work” means work carried on with consecutive shifts of employees throughout the 24 hours of each of at least six consecutive days without interruption, except during breakdowns or meal breaks (if any).

(ii) A GMHAL employee working on continuous work shifts shall work thereon such number of shifts up to six per week as may be required, no such shift to exceed eight hours inclusive of meal breaks (if any) nor to be discontinued except for meal breaks (if any).

A HEC employee working on continuous work shifts shall work thereon such number of shifts as may be required (but no more than six and no less than four per week), no such shift to be discontinued except for meal breaks (if any).

##### 15 - contd

#### **Ordinary hours of work (GMHAL trade, non trade, technical and supervisor employees)**

(b) (i) Subject to clause 13 the ordinary hours of work of an employee on continuous work shifts shall average 38 per week inclusive of crib time and shall not exceed 152 hours in 28 consecutive days.

(ii) An employee on continuous work shifts shall work at such times as the company may require subject to the following conditions:

A shift shall consist of eight hours inclusive of crib time.

Except at the regular changeover of shifts an employee shall not be required to work more than one shift in each 24 hours.

Twenty minutes shall be allowed to such employees each shift for crib which shall be counted as time

worked.

(iii) The ordinary hours prescribed by this sub-clause shall be worked continuously by trade, non trade, technical and supervisor employees.

### **Ordinary hours of work (HEC trade, non trade, technical and supervisor employees)**

(c) (i) Subject to clause 13 38 Hour Week, the ordinary hours of work of an employee on continuous work shifts shall average 38 per week inclusive of crib time and shall not exceed 152 hours in 28 consecutive days.

(ii) An employee on continuous work shifts shall work at such times as the Company may require subject to the following conditions:

the ordinary hours of work prescribed herein shall not exceed ten hours on any shift provided that in any arrangement where the ordinary hours are to exceed eight on any shift the arrangement of hours shall be subject to agreement between the Company and the majority of employees in the plant or section or sections concerned.

Except at the regular change-over of shifts an employee shall not be required to work more than one shift in each 24 hours.

Twenty minutes shall be allowed to such employees each shift for crib which shall be counted as time worked.

(v) The ordinary hours prescribed by this sub-clause shall be worked continuously.

### 15 - contd

### **Ordinary hours of work (HEC clerical employees)**

(d) (i) The ordinary hours of work of an employee on continuous work shifts shall not exceed:

ten in any day provided that in any arrangement where the ordinary hours are to exceed eight on any shift the arrangement of hours shall be subject to arrangement between the Company and the majority of employees in the plant or section or sections concerned;

in any one week; or

an average of 40 per week during the period of employment; or

in twenty-eight consecutive days.

### **Shifts other than continuous work shifts**

(e) (i) Subject to clause 13 the ordinary hours of work of an employee working on a shift other than a continuous work shift as defined in sub-clause (a) hereof shall be an average of 38 per week to be worked on the basis of 152 hours within a period not exceeding 28 consecutive days.

(ii) The ordinary hours prescribed by this clause shall be worked continuously except for meal breaks at the discretion of the company.

(iii) Except at the regular changeover of shifts an employee shall not be required to work more than one shift in each 24 hours.

(iv) The ordinary hours of work for HEC employees prescribed herein may be worked over four shifts and shall not exceed 10 hours on any shift provided that in any arrangement where the ordinary hours are to exceed eight on any shift the arrangement of hours shall be subject to agreement between the Company and the majority of employees in the plant or section or sections concerned.

### **Variation of working**

(f) The method of working shifts may in any case be varied by agreement between the company and an officer of the union concerned or a branch thereof to suit the circumstances of the establishment or in the absence of agreement by seven days' notice of alteration given by the company to the employees concerned and thereafter shall only be altered in like manner.

### **Commencing and finishing time**

(g) Shift rosters shall specify the commencing and finishing times of ordinary working hours of the respective shifts

15 - contd

### **Prohibition on juniors/trainees (trade, non-trade, technical and clerical employees)**

(h) No employee under the age of sixteen years shall be required or permitted to work on afternoon or night shift.

(i) If daylight saving commences or ends during any shift, the starting and finishing time of that shift will be deemed to be the time which would have constituted the starting and finishing time but for the commencement or ending of daylight saving.

### **(i) 16 MEAL BREAKS (excluding engineer and scientist employees)**

(a) Meal breaks for trades, non trades and HEC supervisor employees shall be for a period of not less than twenty minutes and not more than 60 minutes. Meal breaks for technical and clerical employees shall be for a period of not less than thirty minutes and not more than 60 minutes.

(b) Except as provided in sub-clause (d) hereof, trades, non trades and supervisor employees shall not be required to work more than six hours without a break for a meal. A trades, non trades and supervisor employee working beyond six hours shall be paid at the rate of time and one-half until he/she receives a break.

Except as provided in sub-clause (d) hereof, technical and clerical employees shall not be required to work more than five hours without a break for a meal. A technical and clerical employee working beyond five hours shall be paid at the rate of time and one-half until he/she receives a break.

(c) Except as provided in sub-clause (d) hereof, all work done during meal breaks and thereafter until a meal break is allowed shall be paid for at the rate of time and one-half.

(d) This clause shall not apply to employees on continuous work shifts

### **17 RATES FOR SHIFT WORKERS (excluding engineer and scientific employees)**

For the purposes of this clause:

(i) "Afternoon shift" means a shift commencing not later than 6.00 p.m. on any day.

(ii) "Night shift" means a shift commencing at any time after 6.00 p.m. on any day.

(iii) "Early morning shift" means a regular eight hour shift commencing after 4.00 a.m. and at or before 6.00 a.m.

(b) An employee working on an afternoon shift, night shift or early morning shift (other than a continuous work shift as defined in sub-clause 15(a) of this award):

17(b) - contd

(i) which does not continue for five successive working afternoons, nights or early mornings or more in a five-day workshop or six successive afternoons, nights or early mornings or more in a six-day workshop shall be paid at the rate of time and one-half for each such shift;

(ii) which has been in operation for five successive afternoons, nights or early mornings or more in a five-day workshop or six successive afternoons, nights or early mornings or more in a six-day workshop shall be paid in addition to his/her ordinary rate an amount equal to the following relevant percentage of his/her ordinary rate:

30 per cent for working on night shift only;

18 per cent for working on alternating night and afternoon shifts (20 per cent in respect of clerks);

15 per cent for the night shift working on alternating day and night shifts;

18 per cent for working on afternoon only;

15 per cent for the afternoon shift working on alternating day and afternoon shifts;

15 per cent for the afternoon and night shifts working on alternating days, afternoon and night shifts;

15 per cent for working on early morning shift only.

(c) The extra rates prescribed by subparagraphs (b)(ii)(2), (3), (5), (6) and (7) hereof shall be payable only when shifts are changed once in every three weeks; otherwise the extra rates prescribed by subparagraphs (b)(ii)(1) and (4) shall apply.

(d) An employee working continuous work shifts shall whilst on an afternoon or night shift be paid in addition to the employee's ordinary rate an amount equal to 15 per cent of the ordinary rate.

(e) The minimum rate to be paid to a shift worker (other than a continuous shift worker) for work performed between midnight on Friday and midnight on a Saturday shall be time and one-quarter such rate to be in substitution for and not cumulative upon the shift premium prescribed in sub-clause (b) hereof.

(f) The minimum rate to be paid to a continuous shift worker for work performed between midnight on Friday and midnight on Saturday shall be time and one-half such rate to be in substitution for and not cumulative upon the shift premiums prescribed in sub-clause (d) hereof.

(g) Where a GMHAL shift worker's normal 38 hour roster requires the employee to work afternoon, night or early morning shift on a Saturday, Sunday or public holiday the employee shall be paid an additional \$4.00 for each such shift providing a complete shift is worked.

### 17(g) - contd

Where a HEC shift worker's normal 38 hour roster requires the employee to work afternoon, night or early morning shift on a Saturday, Sunday or public holiday the employee shall be paid an additional \$4.00 (in the case of trades, non trades employees), \$4.05 (in the case of clerical employees), \$4.10 (in the case of technical and supervisor employees) for each such shift providing a complete shift is worked.

(h) Trade or non-trade employees who are members of the AMWU Vehicle Division or the Construction, Forestry, Mining and Energy Union and who work continuous shifts shall have the normal weekly wage and penalty payments for the shift cycle averaged and the company shall pay the employee such averaged amount as that employee's normal weekly wage.

(i) Payments prescribed by this clause shall stand alone and shall not be included for any other purposes of this award.

(j) If daylight saving commences or ends during any shift, the starting and finishing time of that shift will be deemed to be the time which would have constituted the starting and finishing time but for the commencement or ending of daylight saving.

### **18 SUNDAY WORK AND RATES THEREFOR (excluding engineer and scientist employees)**

(a) Where an employee other than an engineer or scientist works on a Sunday the work shall be paid for at the rate of two and one-half times ordinary time.

(b) A shift commencing before 10.45 p.m. on a Sunday shall be regarded as a Sunday shift and all work done thereon shall be paid for at the rate of two and one-half times ordinary time.

(c) A shift commencing at 10.45 p.m. or between 10.45 p.m. and midnight on a Sunday shall not be regarded as a Sunday shift and work done thereon shall not entitle an employee to the Sunday rate.

(d) A shift commencing before midnight on the day preceding a Sunday and extending into the Sunday shall be regarded as a Sunday shift and all work done thereon shall be paid for at the rate of two and one-half times ordinary time.

(e) An employee other than one on shift work required to work on a Sunday shall be paid for a minimum of four hours worked at the appropriate rate.

### **Crib time**

(f) (i) An employee other than an engineer or scientist working on a Sunday for more than nine and one-half hours shall at the end of the eight hours be allowed a crib break of twenty minutes which shall be paid for at ordinary rate.

(ii) An employee other than an engineer or scientist working on a Sunday for more than eight hours shall be allowed a crib break of twenty minutes without deduction of pay after each four hours worked beyond eight hours providing he/she continues work after such crib break.

### 18(f) - contd

(iii) The company and employee may agree to a variation of this sub-clause to meet the circumstances of the work in hand; provided that the company shall not be required to make any payment in respect of any time allowed in excess of twenty minutes.

## **Meal allowance**

(g) (i) An employee other than an engineer or scientist required to work on a Sunday for more than ten hours without being notified on the previous day or earlier that he/she will be so required to work shall either be supplied with a meal by the company or paid \$6.60 for each meal. Provided that in respect of technical and supervisor employees this subclause shall apply notwithstanding the giving of notice by the Company.

Where the time to be worked on the Sunday will necessitate the partaking of further meals the company shall provide such meals or make payment in lieu thereof as prescribed above.

(ii) If an employee pursuant to notice has provided a meal or meals and is not required to work beyond ten hours on a Sunday or is required to work less than the amount advised, he/she shall be paid as prescribed in paragraph (i) hereof for meals which he/she has provided but which have become superfluous.

(h) A trades, non-trade and clerical employee (other than a casual employee) not engaged on continuous work who works on a Sunday and (except for meal breaks) immediately thereafter continues such work shall on being relieved from duty, be entitled to be absent until he/she has had ten consecutive hours off duty, without deduction of pay for ordinary time of duty occurring during such absence.

(i) Payment prescribed by this clause shall stand alone and shall not be included for any other purpose of this award.

## **19 HOLIDAY WORK AND RATES THEREFOR (excluding engineer and scientist employees)**

(a) An employee who works on a holiday shall be paid therefor at the rate of two and one-half times his/her ordinary rate.

(b) A shift commencing before 10.45 p.m. on a holiday shall be regarded as a holiday shift and all work done thereon shall be paid for at the rate of two and one-half times the ordinary rate.

(c) Except as provided in sub-clause (e) hereof, a trade, non trade, technical and supervisor employee commencing a shift at 10.45 p.m. or between 10.45 p.m. and midnight on a holiday shall not be regarded as a holiday shift and work done thereon shall not entitle an employee to the holiday rate.

### 19(c) - contd

Except as provided in sub-clause (e) hereof, a clerical employee commencing a shift at 10.45 p.m. or between 11.45 p.m. and midnight on a holiday shall not be regarded as a holiday shift and work done thereon shall not entitle an employee to the holiday rate.

[19(d) varied by PR900793 from 30Jun98]

(d) Except as provided in sub-clause (e) and sub-clause (f) hereof, a shift commencing before midnight on the day preceding a holiday and extending into the holiday shall be regarded as a holiday shift and all work done thereon shall be paid for at the rate of two and one-half times the ordinary rate.

(e) Notwithstanding sub-clauses (c) and (d) hereof where an employee is rostered for a shift which terminates on a holiday and a shift which commences on the same holiday, one shift only shall be regarded as the holiday shift and such shift shall be the one, the major portion of which falls on the holiday.

[New 19(f) inserted by PR900793 from 30Jun98]

(f) Subclause (d) shall not apply to an employee who is granted a holiday without deduction of pay in respect of a shift which commences on a public holiday prescribed by clause 23.

[19(f) renumbered as 19(g) by PR900793 from 30Jun98]

(g) An employee, other than one on shift work, or other than one engaged in maintaining the continuity of electric light or power, required to work on a holiday shall be paid for a minimum of four hours' work at the appropriate rate.

[19(g) renumbered as 19(h) by PR900793 from 30Jun98]

(h) (i) An employee working on a holiday for more than nine and one-half hours shall be allowed at the end of eight hours a crib break of twenty minutes which shall be paid for at ordinary rate.

(ii) An employee working on a holiday for more than eight hours shall be allowed a crib break of twenty minutes without deduction of pay after each four hours worked beyond eight hours providing he/she continues work after such crib break.

(iii) The company and the employee may agree to a variation of this sub-clause to meet the circumstances of the work in hand; provided that the company shall not be required to make any payment in respect of any time allowed in excess of twenty minutes.

19 - contd

### **Meal allowance**

[19(h) renumbered as 19(i) by PR900793 from 30Jun98]

(i) (i) An employee required to work on a holiday for more than ten hours without being notified on the previous day or earlier that he/she will be so required to work shall either be supplied with a meal by the company or paid \$6.60 for each meal. Where the time to be worked on the holiday will necessitate the partaking of further meals, the company shall provide such meals or make payment in lieu thereof as prescribed above. Provided that in respect of technical and supervisor employees this subclause shall apply notwithstanding the giving of notice by the Company.

(ii) If an employee pursuant to notice has provided a meal or meals and is not required to work beyond ten hours on a holiday or is required to work less than the amount advised, he/she shall be paid as prescribed in paragraph (i) hereof for meals which he/she has provided but which have become superfluous.

[19(i) renumbered as 19(j) by PR900793 from 30Jun98]

(j) An employee (other than a casual employee) not engaged on continuous work, who works on a holiday and (except for meal breaks) immediately thereafter continues such work shall, on being relieved from duty, be entitled to be absent until he/she has had ten consecutive hours off duty, without deduction of pay for ordinary time of duty occurring during such absence.

[19(j) renumbered as 19(k) by PR900793 from 30Jun98]

(k) For the purposes of this clause "holiday" means a day referred to in clause 24 of this award.

[19(k) renumbered as 19(l) by PR900793 from 30Jun98]

(l) Payments prescribed by this clause shall stand alone and shall not be included for any other purposes

of this award.

## **20 OVERTIME (excluding engineer and scientist employees)**

(a) Subject to clause 13 work done in excess of or outside the ordinary working hours prescribed by this award or outside an employee's rostered starting and finishing time, or on shift other than a rostered shift, shall be paid for at the rate of time and one-half for the first three hours on any one day or shift and at the rate of double time thereafter, such double time to continue until the completion of the overtime worked except when the time is worked:

(i) by arrangement between the employees themselves;

(ii) for the purpose of effecting the customary rotation of shift; or

(iii) on a shift to which a trades, non trades, technical or supervisor employee is transferred on short notice as an alternative to standing the employee off in circumstances which would entitle the company to deduct payment for a day in accordance with sub-clause 6(i) of this award.

### **Extra rates not cumulative**

(b) The extra rates prescribed by sub-clause (a) hereof are in substitution for and not cumulative upon the shift work rates prescribed by clause 17 of this award.

### **Rest period before commencing work**

(c) When overtime work is necessary it shall, wherever 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/her ordinary work on one day and the commencement of the ordinary work on the next day that he/she has not had at least ten consecutive hours off duty between those times shall, subject to this sub-clause, be released after completion of such overtime until he/she has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

### 20(c) - contd

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

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

(i) for the purpose of changing shift rosters;

(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.

### **Standing by**

(d) Subject to any custom now prevailing under which an employee is required regularly to hold

himself/herself in readiness for a callback, an employee directed by the company to hold himself/herself in readiness to work outside his/her ordinary hours shall for the period he/she is required to hold himself/herself in readiness be paid standing-by time at ordinary rate from the time from which he/she is to hold himself/herself in readiness.

### **Call back**

(e) (i) An employee recalled to work overtime after leaving the company's business premises (whether notified before or after leaving the premises) shall be paid for a minimum of four hours' work at the appropriate rate for each time he/she is so recalled, provided that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full four hours if the job he/she was recalled to perform is completed within a shorter period.

(ii) The provision of paragraph (i) hereof shall not apply:

(1) in cases where it is customary for an employee to return to the company's premises to perform a specific job outside his/her ordinary working hours; or

(2) where overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

(iii) Where the actual time worked is less than four hours on such recall or on each of such recalls overtime worked in the circumstances specified in this sub-clause shall not be regarded as overtime for the purpose of sub-clause (c) hereof.

20 - contd

### **Crib time**

(f) (i) An employee working overtime for more than one and one-half hours after working ordinary hours shall before starting such overtime be allowed a crib break of twenty minutes which shall be paid for at ordinary rate.

(ii) An employee working overtime shall be allowed a crib break of twenty minutes without deduction of pay after each four hours of overtime worked provided he/she continues work after such crib break.

(iii) The company and the employee may agree to any variation of this sub-clause to meet the circumstances of the work in hand; provided that the company shall not be required to make any payment in respect of any time allowed in excess of twenty minutes.

### **Meal allowances**

(g) (i) An employee required to work overtime for more than two hours without being notified on the previous day or earlier that he/she will be so required to work shall either be supplied with a meal by the company or paid \$6.60 for each meal. Where the time to be worked on overtime will necessitate the partaking of further meals the company shall provide such meals or make payment in lieu thereof as prescribed above. Provided that in respect of technical and supervisor employees this subclause shall apply notwithstanding the giving of notice by the Company.

(ii) If an employee pursuant to notice has provided a meal or meals and is not required to work overtime or is required to work less than the amount advised, he/she shall be paid as prescribed in paragraph (i) hereof for meals which he/she has provided but which have become superfluous.

### **Transport of employees**

(h) When an employee, after having worked overtime on a shift for which he/she has not been regularly rostered, finishes work at a time when reasonable means of transport are not available the company shall provide him/her with a conveyance to his/her home, or pay him/her his/her current wage for the time reasonably occupied in reaching his/her home.

### **Overtime to be worked**

(i) The company may require an employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirement.

### **38 hour week**

(j) The hourly rate, when computing overtime shall be determined by dividing the appropriate weekly rate by 38, even in cases when an employee works more than 38 ordinary hours in a week in accordance with clauses 13, 14 and 15 of this award.

### **21 RELIEF TIME (excluding engineer and scientist employees)**

(a) Relief time for trades, non trades and supervisor employees will be provided on the following basis in the company's operations:

(i) On operations where the employee's manual operations are continuous and which cannot be left unattended, and on certain other operations that the company determines are similarly of such a nature as to give the employees no control over their work pace, the company will provide a "tag" relief system whereby sufficient relief operators will be assigned for the purpose of relieving employees for a total of 40 minutes on a regular eight hour shift. The amount of such relief shall be modified accordingly for a shift other than a regular eight hour shift. Relief will be arranged before and after the lunch break and will not necessarily be in equal periods.

(ii) On operations other than those outlined in paragraph (i) above, a system of self relief will apply whereby an employee shall arrange with his/her supervisor when he/she is to take relief and shall have due regard to the efficiency of operations and the flow of operations in selecting a time to take relief. Self relief shall be an amount not exceeding a total of twenty minutes on a regular eight hour shift. The amount of such relief shall be modified accordingly for a shift other than a regular eight hour shift. Relief will be arranged before and after the lunch break and will not necessarily be in equal periods.

(iii) Where overtime is worked, a pro rata amount based on either paragraphs (i) or (ii) above shall be allowed according to the nature of the operation.

(b) Relief time for technical employees will be provided on the following basis in the company's operations:

(i) Relief shall be an amount not exceeding a total of fourteen minutes on a regular eight hour shift. The amount of such relief shall be modified accordingly for a shift other than a regular eight hour shift. Relief will be arranged before and after the lunch break and will not necessarily be in equal periods.

(ii) Where overtime is worked, a pro rata amount based on paragraph (i) above shall be allowed according to the nature of the operation.

(c) Clerical employees shall be allowed two rest periods on each day, one before the meal break and one after the meal break, each of seven minutes. Such periods are to be counted as part of time worked.

(d) The services of relief operators from the trades and non trades areas of work may be utilised at times

when relief services are not required. However, relief request shall take priority over other services.

(e) It is understood that for the trades, non trades, technical and supervisor employees the 30 minutes at the start of the shift and the fifteen minutes prior to the end of the shift are not ordinarily required for relief except in emergencies.

#### 21 - contd

(f) Relief time is provided so that employees can cater to their personal needs and includes the patronising of vending machines, and an allowance of \$1.00 per week shall be paid when the changeover to vending machine operation has been completed.

(g) It is recognised that on occasions emergency toilet relief for a trades or non trade employee might be required beyond the relief time established in this award. Under normal circumstances employees finding emergency toilet relief necessary should notify their supervisor before leaving the work area. However, where supervisors consider this practice is being abused the offending employee may be required to commence his/her relief period.

(h) Where a trades or non trade employee becomes idle through a breakdown in machinery or a stoppage of work by any cause for which the company cannot reasonably be held responsible, all or part of those employees affected may be directed to commence their relief period.

(i) During relief periods trades, non trades, technical and supervisor employees will be bound by the following conditions:

(i) Employees must comply with all factory and plant regulations.

(ii) Employees must not disrupt other employees not on personal relief.

(iii) Trades, non trades and supervisor employees will use only those areas specifically designated as a relief area.

(iv) Employees will not interfere with the movement of employees or materials.

(v) Employees will conduct themselves in an orderly manner.

(j) If a dispute arises in regard to the operation of this clause (for trades, non trades, technical and supervisor employees) which is unable to be resolved through sub-clause 39(d) hereof, either party may refer the dispute to the Commission.

#### **22 HOLIDAYS (excluding engineer and scientist employees)**

(a) (i) A weekly wage or fortnightly salary employee other than an engineer or scientist shall be granted the following holidays without deduction of pay:

- New Year's Day
- Australia Day
- Good Friday
- Easter Saturday
- Easter Monday
- Labour Day or Eight Hours' Day
- Anzac Day

#### 22(a) - contd

- The Third Monday in May (South Australia only)
- Queen's Birthday
- Exhibition Day (Queensland only)
- Melbourne Cup Day (Victoria only)
- Christmas Day
- Boxing Day
- or such other day as is generally observed in a locality as a substitute for any of the days listed above.

Provided that:

- (1) in South Australia, Commemoration Day shall be observed as a holiday in lieu of Boxing Day.
- (2) When any of the days listed above falls on a Saturday or a Sunday (with the exception of Easter Saturday), the holiday shall be observed on the next succeeding Monday and when Boxing Day falls on a Sunday or on a Monday, the holiday shall be observed on the succeeding Tuesday. In each case the substituted day shall be a holiday without deduction of pay and the day for which it is substituted shall not be a holiday.
- (ii) By agreement between the company and the majority of its employees in a particular plant, other days may be substituted for the days listed in paragraph (i) above.
- (b) Where, in a State or Territory or locality within a State or Territory, an additional public holiday is proclaimed or gazetted by the authority of the Commonwealth Government or of a State or Territory Government and such proclaimed or gazetted holiday is to be observed generally by persons throughout the State or Territory or locality thereof, other than by those covered by federal awards, or when such a proclaimed or gazetted day is, by any required judicial or administrative order, to be so observed, then such day shall be deemed to be a holiday for the purposes of this award, for employees covered by this award who are employed in the State, Territory or locality in respect of which the holiday has been proclaimed or ordered as required.
- (c) (i) Provided if the local secretary or branch secretary of the AMWU Vehicle Division shall have given written or printed notice of the intention of the AMWU Vehicle Division to hold a trade union picnic, the day such picnic is held shall be a local holiday (without pay if such day is a day other than one mentioned in sub-clause (a) or (b) hereof) in the city or town where the picnic is held.
- (ii) The notice referred to in paragraph (i) hereof shall be sent by prepaid letter to the company not less than three weeks nor more than six weeks prior to the date on which the picnic is to be held.
- (d) Where an employee is absent from his/her or her employment on the working day before or the working day after a holiday referred to in sub-clauses (a) or (b) hereof without reasonable excuse (proof whereof shall lie upon him/her) or without the consent of the company, the employee shall not be entitled to payment for such holiday.

22 - contd

- (e) An employee whose rostered-off shift falls on a holiday referred to in sub-clauses (a) or (b) hereof shall, unless that day is a Saturday or a Sunday, be paid for that day at his/her ordinary rate.

## **23 ANNUAL LEAVE**

- (a) Subject to the provisions prescribed in this clause, an employee on weekly or fortnightly hiring shall be allowed annually a period of 28 consecutive days' leave after twelve months' continuous service (less the period of annual leave).

(aa) In respect of HEC employees, notwithstanding anything else contained in this clause an employee who has been absent from duty for a continuous period of 12 months shall cease to accrue annual leave entitlements. Accrual of annual leave entitlements shall only resume on resumption of duty by the employee following the period of continuous absence.

(b) In addition to the leave hereinbefore prescribed, seven day shift workers, that is, shift workers who are rostered to work regularly on Sundays and the holidays referred to in clause 24 of this Award, shall be allowed seven consecutive days leave including non-working days.

Where an employee with twelve months' continuous service is engaged for part of the twelve-monthly period as a seven day shift worker, he/she shall be entitled to have the period of leave to which he/she is entitled as prescribed in sub-clause (a) hereof increased by 42.75 minutes for each week he/she was continuously engaged as foresaid.

### **Annual leave exclusive of public holidays**

(c) (i) Subject to this sub-clause the annual leave prescribed by this clause shall be exclusive of any of the holidays referred to in clause 22 of this Award and if any such holiday falls within an employee's period of annual leave and is observed on a day which in the case of that employee would have been an ordinary working day, there shall be added to that period one day for each holiday falling as aforesaid.

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

### **Broken leave**

(d) (i) Annual leave shall be given and taken in one or two continuous periods. If annual leave is given in two continuous periods then one of those two periods must be of at least 21 consecutive days.

### 23(d) - contd

Provided that if the company and an employee so agree then the annual leave entitlement may be given and taken in two separate periods neither of which are of at least 21 consecutive days or in three separate periods.

(ii) In accordance with clause 14 hereof each GMHAL employee (excluding clerical employees) is entitled to a maximum of twelve programmed rostered or scheduled days off in any calendar year and where annual leave is taken in more than one continuous period, one of those periods must incorporate and absorb one of the thirteen programmed days off resulting from thirteen work cycles of four weeks each that fall during each calendar year. The period of annual leave shall not be extended.

(iii) Subject to the provisions of clause 14 hereof each HEC employee (excluding clerical employees) is entitled to a maximum of twelve programmed days off (in the form of flexible PDOs, programmed PDOs and rostered PDOs) in any calendar year and where annual leave is taken in more than one continuous period, one of those periods must incorporate and absorb one of the thirteen programmed days off resulting from thirteen work cycles of four weeks each that fall during each calendar year. The period of annual leave shall not be extended.

### **Calculation of continuous service**

(e) (i) Any absence from work by reason of any cause not being a cause specified in this sub-clause shall

not be deemed to break the continuity of service for the purpose of this clause unless the company during the absence or within fourteen days of the termination of the absence notifies the employee in writing that such absence will be regarded as having broken the continuity of service.

(ii) In the case of individual absenteeism such notice shall be given in writing to the employee concerned but in cases of concerted or collective absenteeism notice may be given to employees by the posting up of a notification in the plant, in the manner in which general notifications to employees are usually made in that plant and by posting a copy to each union whose members have participated in such concerted or collective absenteeism not later than the day it is posted up in the plant.

(iii) A notice to an individual employee may be given by delivering it to him/her personally or by posting it to his/her recorded address, in which case it shall be deemed to have reached him/her in due course of post.

### **Leave to be taken**

(f) The annual leave provided for by this sub-clause shall be allowed and shall be taken and except as provided by sub-clauses (j) and (l) hereof payment shall not be made or accepted in lieu of annual leave.

23 - contd

### **Time of taking leave**

(g) Subject to sub-clause (l) annual leave shall be given at a time fixed by the company within a period not exceeding twelve months from the date when the right to annual leave accrued and after not less than four weeks' notice to the employee.

Change acknowledges the provisions of sub-clause (l) which itself reflect changes to the taking of annual leave introduced by enterprise bargaining agreements.

### **Leave allowed before due date**

(h) The company may allow annual leave to an employee before the right thereto has accrued due, but where leave is taken in such a case a further period of annual leave shall not commence to accrue until after the expiration of the twelve months in respect of which annual leave had been taken before it accrued.

Where leave has been granted to an employee pursuant to this sub-clause before the right thereto has accrued due and the employee subsequently leaves or is discharged from the service of the company before completing the twelve months' continuous service in respect of which the leave was granted, the company may, for each one complete week of the qualifying period of twelve months not served by the employee, deduct from whatever remuneration is payable upon the termination of the employment 1/52nd of the amount of wage paid on account of the annual leave, which amount shall not include any sum paid for any of the holidays referred to in clause 22 of this award.

### **Payment for period of leave**

(i) (i) Except as provided in paragraphs (ii) and (v) hereof a trades and non trade employee before going on leave shall be paid four weeks' wages. Technical, supervisor, clerical, engineer and scientist employees shall be paid salary while on annual leave in accordance with the normal fortnightly periodic pay arrangements as detailed in this award.

(ii) A seven day shift worker shall be paid the amount of wages he/she would have received in respect of the ordinary time which he/she would have worked had he/she not been on leave during the relevant

period.

(iii) For purposes of this sub-clause, wages shall be at the rate prescribed by any relevant award for the occupation in which the employee was ordinarily employed immediately prior to the commencement of his/her leave.

If the rate change occurs while an employee is on a period of annual leave, the employee's annual leave pay will be adjusted and paid on the payday following the employee's return from annual leave.

(iv) A trades, non trades, technical and supervisor employee moved to a lower classification at company instigation within four pay weeks of taking annual leave shall be paid such annual leave at the rate of the formal classification.

#### 23(i) - contd

(v) Notwithstanding the foregoing provisions of this sub-clause employees shall for annual leave be paid the rates prescribed by this sub-clause plus an amount equal to 17 - 1/2% or their shift premium whichever is the greater.

In addition to payment for annual leave at the rate of salary normally applying to his/her classification a professional engineer or professional scientist shall be paid an amount equal to 17-1/2 per cent of such payment. in the case of a professional engineer or professional scientist who is engaged on shift work the annual leave loading to be applied shall be 17-1/2 per cent or the shift premium being paid immediately prior to taking annual leave whichever is the greater.

#### **Proportionate leave on termination**

(j) (i) If an employee after one month's continuous service with the company lawfully leaves the employment of the company or his/her employment is terminated by the company the employee shall be paid as follows:

(1) 2.923 hours for each five ordinary working days worked and in respect of which leave had not been granted under this clause at the appropriate rate of wage calculated in accordance with clause 7 of this award.

(2) for trade, non trades, technical and supervisor employees 3.654 hours for each completed week of continuous service and in respect of which leave had not been granted under this clause at the appropriate rate of wage calculated in accordance with clause 7 of this award.

(3) if a clerical employee had been employed as a seven-day shift worker for the whole of the period for which he/she is entitled to proportionate leave at his/her ordinary rate of wage for 3.678 hours at the same rate in respect of each completed week of continuous service, the service being in respect of which leave has not been granted hereunder.

(4) if a HEC clerical employee had been employed as a seven day shift worker for part only of the period for which he/she is entitled to proportionate leave, at the rate prescribed in sub- paragraph (1) hereof plus 45 minutes for each week he/she was continuously employed as a seven day shift worker.

(5) If a trade, non trades, technical and supervisor employee had been employed as a seven day shift worker for part only of the period for which the employee is entitled to proportionate leave, at the rate prescribed in subparagraph (3) hereof plus 42.75 minutes for each week the employee was continuously employed as a seven day shift worker.

#### 23(j) - contd

## **Termination of business/transfer of employment (GMHAL)**

(iii) The provisions of this sub-clause shall not apply to circumstances of transmission of business (see definition of redundancy).

### **Sickness whilst on annual leave**

(k) Where an employee suffers a serious incapacitating illness for five or more working days during annual leave and produces a doctor's certificate covering the period of illness the company will debit the employee's outstanding accrued sick leave entitlement or in the absence of sufficient entitlement, such time will be without pay. The employee may, subsequently apply for and will be granted a period of annual leave equivalent to the period of paid sick leave taken during the annual leave period which was interrupted by the illness as defined above.

### **Annual close-down**

(1) Where the company closes down its plant or a section or sections thereof for the purpose of allowing annual leave to all or the bulk of the employees in the plant or section or sections concerned, the following provisions shall apply subject to the provisions of clause 14:

(i) It may by giving not less than three months' notice of its intention so to do stand off for the duration of the close-down all employees in the plant or section or sections concerned and allow to those who are not then qualified for a full entitlement to annual leave for twelve months' continuous service pursuant to sub-clause (a) hereof, paid leave at the appropriate rate of wage prescribed in accordance with relevant awards for 2.923 hours for each five ordinary working days worked.

(ii) An employee who has then qualified for a full entitlement to annual leave for twelve months' continuous service pursuant to sub-clause (a) hereof, and has also completed a further week or more of continuous service shall be allowed his/her leave, and shall be paid at the appropriate rate of wage as prescribed by relevant awards for 2.923 hours for each five ordinary working days worked since the close of the employee's last twelve-monthly qualifying period.

(iii) The next twelve-monthly qualifying period for each employee affected by such close-down shall commence from the date on which the plant or section or sections concerned is reopened for work.

Provided that all time during which the employee is stood off without pay for the purposes of this sub-clause shall be deemed to be time of service in the next twelve-monthly qualifying period.

### 23(k) - contd

(iv) If in the first year of his/her service with the company an employee is allowed proportionate annual leave under paragraph (i) hereof and subsequently within such year lawfully leaves his/her employment or his/her employment is terminated by the company through no fault of the employee, he/she shall be entitled to the benefit of sub-clause (i) hereof, subject to adjustment for any proportionate leave which he/she may have been allowed as aforesaid.

(v) The company may close down its plant for one or two separate periods for the purpose of granting annual leave in accordance with this sub-clause. If the company closes down its plant in two separate periods one of those periods shall be for a period of at least 21 consecutive days.

Provided that where the majority of the employees in the plant or section or sections concerned agree the company may close down its plant in accordance with this sub-clause in two separate periods neither of which are of at least 21 consecutive days or in three separate periods. In such cases the company shall

advise the employees concerned of the proposed dates of each close-down before asking them for their agreement.

Provided that in the case of clerical employees where the majority of the employees in the plant or section or sections concerned agree the Company may close down its plant in accordance with this sub-clause in two separate periods.

In such cases the Company shall advise the employees concerned of the proposed dates of each close down before asking them for their agreement.

(vi) The company may close down its plant, or a section or sections thereof for a period of at least 21 consecutive days and grant the balance of the annual leave due to an employee in one continuous period in accordance with a roster.

(vii) The company may close down its plant or a section or sections thereof for a period of less than 21 consecutive days and allow the balance of the annual leave due to an employee in accordance with a roster.

In such cases involving technical and supervisor employees the granting and taking of annual leave shall be subject to the agreement of the company and the majority of employees in the plant, or a section or sections thereof respectively, and before asking the employees concerned for their agreement the company shall advise them of the proposed date of the close-down or close-downs and the details of the annual leave roster.

The Company may close down its plant for one or two or three separate periods for the purposes of granting annual leave to HEC clerical employees in accordance with this sub-clause. If the Company closes down its plant in two or three separate periods one of these periods shall be of at least 21 consecutive days.

(viii) GMHAL employees who are covered by annual leave shutdown arrangements comprising three weeks at Christmas shall have the balance of their annual leave rostered throughout the calendar year.

#### 23(k) - contd

#### **Rostering of balance of annual leave entitlement (GMHAL)**

(ix) Where the balance of an employee's annual leave is determined according to a roster a system will be established where employees may nominate up to three periods in order of priority when they would prefer to take leave. A roster will then be developed taking into account a number of factors including the overall needs of the company, the number of employees requesting the same dates, and the ability to balance remaining skills. Should all other factors be equal when more than one employee requests to take leave on a common date and only one employee can be released the employee with the longest service will be given preference.

In the event of a significant change in market demand or other unforeseen circumstances the roster will not operate and provision will be made following appropriate consultation for fixed shutdown arrangements for the taking of annual leave.

(x) All annual leave will be cleared by the end of 30 November following the year of accrual except for those employees who are required to work through the Christmas shutdown whereby it will be taken by mutual agreement. For trade, non-trade, technical and supervisor employees this will be not later than twelve months following the date when the right to annual leave accrued.

(xi) By mutual agreement between an employee and supervision, the fourth week of annual leave may be

taken as single days or a combination of days throughout the year.

### **Close down-other(HEC)**

(xii) Notwithstanding anything else contained in this clause the Company may close down its plant or a section or sections thereof in accordance with the following provisions;

(1) for a minimum period of 21 consecutive days at Christmas inclusive of public holidays;

(2) for three days annual leave attached to the Easter public holidays;

(3) the fourth week of annual leave to be taken in the September/October period, save that it may be taken in a rostered flexible manner to meet individual or group or section operational needs.

(4) the employer will provide three months' notice to employees of the closedown.

### 23 - contd

(1) In respect to all matters affecting annual leave, professional engineers and professional scientists shall have applied to them the practice followed in respect to the majority of persons employed by the company in the particular location or section of the plant.

### **24 SICK LEAVE (excluding engineer and scientist employees)**

(a) An employee other than an engineer or scientist on either a weekly or fortnightly hiring who is absent from work on account of personal illness or on account of injury by accident arising out of and in the course of his/her employment, shall be entitled to leave of absence, without deduction of pay, subject to the following conditions and limitations:

(i) The employee shall not be entitled to paid leave of absence for any period in respect of which he/she is entitled to workers' compensation.

(ii) The employee shall within 24 hours of the commencement of such absence, inform the company of his/her inability to attend for duty and as far as practicable, state the nature of the injury or illness and the estimated duration of absence.

(iii) The employee shall prove to the satisfaction of the company that the employee was unable on account of such illness or injury to attend for duty on the day or days for which sick leave is claimed.

An employee shall not be entitled during the employee's first year of employment to leave in excess of five days of ordinary working time.

Subject to paragraph (v) hereof, during the first year of any period of service, a trades or non trade employee shall accrue sick leave entitlement on a pro rata basis of one day of ordinary working time for each completed month of service to a maximum entitlement of five days' ordinary working time.

A trades or non trade employee who terminates his/her employment (for any reason) within the first six months of any period of service will have deducted from final moneys any sick leave payments for which entitlement has not accrued on the pro rata basis provided for in this paragraph.

An employee with twelve months' service or more but less than five years' service shall not, during any one of those years of service, be entitled to leave in excess of eight days of ordinary working time.

An employee with five years' service or more shall not be entitled during the fifth or subsequent years of

service to leave in excess of 80 hours of ordinary working time for each year after five years.

In line with clause 14 of this award, sick pay entitlements for part-day absences of trades, non-trades, technical and supervisor employees shall be calculated at the appropriate rate.

24(a) - contd

(iv) The employee shall not be entitled to paid sick leave during the first month of his/her employment.

(v) In the case of an employee with not less than three months' continuous service, his/her continuity of employment for the purposes of this clause shall not be affected by reason of the employee being retrenched as defined in this award providing that the employee is re-employed within a period not exceeding three months.

**Absences**

(b) (i) An employee with less than twelve months' service

(1) Shall not be entitled to single days of paid sick leave on more than two occasions unless he/she produces to the company a certificate from a qualified medical practitioner to the effect that he/she is unfit for duty on account of personal illness or injury by accident.

(2) An employee shall not be entitled to multiple day absences of paid sick leave unless he/she produces to the company a certificate from a qualified medical practitioner as per subparagraph (1) above.

(ii) An employee with twelve months' service or more but less than five years' service:

Shall be entitled to the two single days of paid sick leave outlined in subparagraph (b)(i)(1) above.

Shall not be entitled to more than three further days of paid sick leave in any one year of service unless he/she produces to the company a certificate from a qualified medical practitioner to the effect that he/she is unfit for duty on account of personal illness or injury by accident. The three days may consist of single day absences, multiple day absences, or a combination thereof.

(iii) An employee with five years' service or more:

Shall be entitled to the two single days of paid sick leave outlined in subparagraph (b)(i)(1) above.

Shall not be entitled to more than five further days of paid sick leave in any one year of service unless he/she produces to the company a certificate from a qualified medical practitioner to the effect that he/she is unfit for duty on account of personal illness or injury by accident. The five days may consist of single day absences, multiple day absences, or a combination thereof.

(iv) Nothing in paragraphs (b)(i), (ii) or (iii) hereof shall remove the obligations placed on the employee under paragraph (a)(iii) above.

24(b) - contd

(v) All sick leave payments referred to in paragraphs (i), (ii) and (iii) above shall be taken from the entitlements set out in paragraph (a)(iv) of this clause.

Clarification required on whether the provisions of paragraph 26(b)(i) should apply to employees with less than twelve months service.

## **Cumulative sick leave**

(c) Sick leave shall accumulate from year to year so that any balance of the period specified in paragraph (a)(iv) hereof which has in any year not been allowed to an employee by the company as paid sick leave may be claimed by the employee and subject to the conditions prescribed in this clause shall be allowed by the company in a subsequent year without diminution of the sick leave prescribed in respect of that year.

Provided that sick leave which accumulates pursuant to this sub-clause shall be available to an employee for a period of 125 days from the end of the year in which it accrues.

## **Definition of year**

(d) For the purposes of this clause “year” means the period between the employee's commencement date with the company or the anniversary of that date in each year and the day preceding the next anniversary of that date.

## **Unused sick leave credits (GMHAL employees)**

(e) Unused sick leave credits accrued from the 4th September 1995 (for GMHAL employees) and 23rd September 1996 (for HEC employees), up to a maximum of fifteen days will be paid to employees who are made redundant, retire or in the case of an employee's death to their next of kin.

## **Employee counselling (GMHAL employees at Elizabeth, South Australia)**

(f) The parties support the confidential counselling service provided at Elizabeth, South Australia by the Occupational Consultancy Assessment and Referral service (OCAR). The Company allows an employee up to a maximum of four hours leave without loss of pay to attend their first counselling with OCAR.

## **25 FAMILY LEAVE (excluding engineer and scientist employees)**

### **Use of sick leave**

An employee other than an engineer or scientist 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 sub-clause, any sick leave entitlement (as defined in accordance with this award) which accrues after the 4th September 1995 up to a maximum of 10 paid days per annum for absences to provide care and support for such persons when they are ill.

### 25 - contd

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

The entitlement to use sick leave in accordance with this sub-clause is subject to:

the employee being responsible for the care of the person concerned; and

the person concerned being either a member of the employee's immediate family; or a member of the employee's household.

the term 'immediate family' means an employee's partner, parent or child (including an adopted child, grandchild, a step child or an ex nuptial child) or a parent, grandparent, sibling or partner of the employee,

The employee shall, wherever practical, give their supervisor 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 such absence, the employee shall notify their supervisor by telephone of such absence at their first opportunity on the day of such absence.

### **Unpaid leave for family purposes**

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

### **Annual leave**

Notwithstanding the provisions of this clause, an employee may elect, with the consent of their supervisor to take annual leave (as defined in accordance with the provisions of clause 25) in single day periods not exceeding five days in any calendar year at a time or times agreed between them.

Access to annual leave, as prescribed in this clause, shall be exclusive of any shutdown period provided for elsewhere under this award.

An employee and their supervisor may agree to defer payment of the annual leave loading in respect of single day absences, until at least 5 consecutive annual leave days are taken.

### **Time off in lieu of payment for overtime**

(a) An employee may elect, with the consent of their supervisor, to take time off in lieu of payment for overtime (as defined in accordance with the provisions of clause 21) at a time or times agreed.

### 25 - contd

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

(c) The Company shall, if requested by an employer, provide payment, at the rate provided for the payment of overtime in the award, for any overtime in accordance with this clause where such time has not been taken within four weeks of accrual.

### **Make-up time**

An employee may elect, with the consent of their supervisor, 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 for in this award.

### **Grievance process**

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.

### **Extenuating circumstances**

In circumstances where an employee for unavoidable and extenuating circumstances absents themselves from work for reasons of pressing domestic necessity they shall be paid for such absence upon the company being provided with proof of the necessity of such absence. The quantum available shall be that

referred to in this clause.

## **26 BEREAVEMENT LEAVE (excluding engineer and scientist employees)**

(a) An employee other than an engineer or scientist, after one month's continuous service with the company, shall be entitled to a maximum of three days' leave without loss of pay on each occasion and on production of satisfactory evidence of the death in Australia of the employee's husband, wife (including de factos), father, mother, father-in-law, mother-in-law, brother, sister, child, stepfather, stepmother, or stepchild. This clause will also apply to deaths outside Australia where the employee leaves Australia to attend the funeral.

(b) Where an employee other than an engineer or scientist with one month's continuous service produces satisfactory evidence of the death outside Australia of the employee's husband, wife, father, mother, father-in-law, mother-in-law, brother, sister or child, the employee shall be entitled to one day's leave without loss of pay on each such occasion.

(c) Where an employee other than an engineer or scientist with one month's continuous service produces satisfactory evidence of the death in Australia of the employee's grandfather, grandmother, granddaughter or grandson, the employee shall be entitled to one day's leave without loss of pay on each such occasion.

### 26 - contd

(d) Where an employee other than an engineer or scientist with one month's continuous service produces satisfactory evidence of the death of the employee's husband, wife (including de factos), father, mother, father-in-law, mother-in-law, brother, sister, child, stepfather, stepmother or stepchild, and such death occurs while the employee is on annual leave then on application, and on production of satisfactory evidence, the employee shall be credited with annual leave at a subsequent date, up to the maximum period of bereavement leave set out above.

## **27 JURY SERVICE (excluding engineer and scientist employees)**

An employee other than an engineer or scientist required to attend for jury service during ordinary working hours shall be reimbursed by the company an amount equal to the difference between the amount paid in respect of attendance for such jury service and the amount of wages the employee would have received in respect of the ordinary time the employee would have worked had the employee not been on jury service.

A shift worker shall be entitled to be absent from work for time equivalent to that involved in attendance at jury service and the employee shall be entitled to the benefits of this clause notwithstanding that the employee's attendance at jury service occurs outside ordinary working hours.

An employee other than an engineer or scientist shall notify the company as soon as possible of the date upon which the employee is required to attend for jury service. Further, the employee shall give the company proof of attendance, the duration of attendance and the amount received in respect of jury service.

An employee other than an engineer or scientist required to attend for jury service during a period of annual leave shall, on application and on production of satisfactory evidence, be credited with annual leave at a subsequent date, for the period during which the employee would have been on annual leave had the employee not been on jury service.

## **28 PARENTAL LEAVE**

Subject to the terms of this clause employees are entitled to maternity, paternity and adoption leave and

to work part-time in connection with the birth or adoption of a child. This clause does not apply to part-time work which is not in connection with the birth or adoption of a child.

## **Maternity leave**

### **Nature of leave**

(a) (i) Maternity leave is unpaid leave.

### **Definitions**

(ii) For the purposes of this sub-clause:

#### 28(a) - contd

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

(2) "Paternity leave" means leave of the type provided for in sub-clause (b) hereof whether prescribed in an award or otherwise.

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

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

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

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

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

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

### **Eligibility for maternity leave**

(iii) An employee who becomes pregnant, upon production to the employer of a certificate required by paragraph (iv) 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 (vi) and (ix) hereof, the period of maternity leave shall be unbroken and shall, immediately following confinement, include a period of six weeks compulsory leave.

An employee must have had at least twelve months continuous service with the employer immediately preceding the date upon which she proceeds on such leave.

### **Certification**

(iv) At the time specified in paragraph (v) hereof the employee must produce to the employer:

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

a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.

#### 28(a) - contd

#### **Notice requirements**

(v)

An employee shall, not less than ten weeks prior to the presumed date of confinement, produce to the employer the certificate referred to in subparagraph (iv)(1) hereof.

An employee shall give not less than four weeks notice in writing to the 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 the employer the statutory declaration referred to in subparagraph (iv)(2) hereof.

The employer, by not less than fourteen 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.

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 (2) hereof if such failure is occasioned by the confinement occurring earlier than the presumed date.

#### **Transfer to a safe job**

(vi) 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 (x), (xi), (xii) and (xiii) hereof.

#### **Variation of period of maternity leave**

(vii)

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

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

#### 28(a) - contd

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

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

shortened.

### **Cancellation of maternity leave**

(viii)

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

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**

(ix)

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:

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

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.

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 medical practitioner certifies as necessary before her return to work, provided that the aggregate of paid sick leave, special maternity leave and maternity leave shall not exceed the period to which the employee is entitled under paragraph (iii) hereof.

For the purposes of paragraphs (x), (xi) and (xii) hereof, maternity leave shall include special maternity leave.

### **28(a) - contd**

An employee returning to work after the completion of a period of leave taken pursuant to this sub-clause 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 (vi) 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**

(x)

Provided the aggregate of any leave, including leave taken under this sub-clause, does not exceed the period to which the employee is entitled under paragraph (iii) 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 then entitled.

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.

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.

(xi) Subject to this sub-clause, 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**

(xii)

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.

The 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 the employer in relation to termination of employment are not hereby affected.

28(a) - contd

### **Return to work after maternity leave**

(xiii)

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.

An employee, upon returning to work after maternity leave or the expiration of the notice required by subparagraph (1) 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 (vi) 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**

(xiv)

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

Before the 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.

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

Nothing in this sub-clause shall be construed as requiring the employer to engage a replacement employee.

## **Paternity leave**

### **Nature of leave**

(b) (i) Paternity leave is unpaid leave.

### 28(b) - contd

### **Definitions**

(ii) For the purposes of this sub-clause:

“Employee” includes a part-time employee but does not include an employee engaged upon casual or seasonal work.

“Maternity leave” means leave of the type provided for in sub-clause (a) hereof (and includes special maternity leave) whether prescribed in an award or otherwise.

“Child” means a child of the employee or the employee's spouse under the age of one year.

“Spouse” includes a de facto or a former spouse.

“Primary care-giver” means a person who assumes the principal role of providing care and attention to a child.

“Continuous service” means service under an unbroken contract of employment and includes:

any period of leave taken in accordance with this clause;

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

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

### **Eligibility for paternity leave**

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

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

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 in relation to the same child and shall not be taken concurrently with that maternity leave.

An employee must have had at least twelve months continuous service with the employer immediately preceding the date upon which he proceeds upon such leave.

28(b) - contd

### **Certification**

(iv) At the time specified in paragraph (v) hereof the employee must produce to the employer:

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;

in relation to any period to be taken under subparagraph (iii)(2) hereof, a statutory declaration stating:

he/she will take that period of paternity leave to become the primary care-giver of a child;

particulars of any period of maternity leave sought or taken by his/her spouse; and

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

### **Notice requirements**

(v)

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 (iv) hereof.

The employee shall not be in breach of this paragraph as a consequence of failure to give the notice required in subparagraph (1) hereof if such failure is due to:

the birth occurring earlier than the expected date; or

the death of the mother of the child; or

other compelling circumstances.

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

### **Variation of period of paternity leave**

(vi)

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

28(b) - contd

the period of paternity leave provided by subparagraph (iii)(2) hereof may be lengthened once only by the employee giving not less than fourteen days notice in writing stating the period by which the leave is to be lengthened;

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

The period of paternity leave taken under subparagraph (iii)(2) hereof may, with the consent of the employer, be shortened by the employee giving not less than fourteen days notice in writing stating the period by which the leave is to be shortened.

### **Cancellation of paternity leave**

(vii) Paternity leave, applied for under subparagraph (iii)(2) 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 entitlements**

(viii)

Provided the aggregate of any leave, including leave taken under this sub-clause, does not exceed the period to which the employee is entitled under paragraph (iii) 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 then entitled.

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**

(ix) Subject to this sub-clause, 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**

(x)

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

### **28(b) - contd**

The employer shall not terminate the employment of an employee on the ground of his/her 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**

(xi)

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 (iii)(2) hereof.

An employee, upon returning to work after paternity leave or the expiration of the notice required by subparagraph (1) hereof, shall be entitled to the position which he/she 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**

(xii)

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

Before the 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.

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

Nothing in this sub-clause shall be construed as requiring the employer to engage a replacement employee.

## **Adoption leave**

### **Nature of leave**

(c) (i) Adoption leave is unpaid leave.

28(c) - contd

## **Definitions**

(ii) For the purposes of this sub-clause:

“Employee” includes a part-time employee but does not include an employee engaged upon casual or seasonal work.

“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.

“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).

“Primary care-giver” means a person who assumes the principal role of providing care and attention to a child.

“Spouse” includes a de facto.

“Continuous service” means service under an unbroken contract of employment and includes:  
any period of leave taken in accordance with this clause;

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

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

### **Eligibility for adoption leave**

(iii) An employee, upon production to the employer of the documentation required by paragraph (iv) 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:

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

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:

#### 28(c) - contd

any period of leave taken pursuant to subparagraph (1) hereof; and

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 twelve months continuous service with the employer immediately preceding the date upon which he/she or she proceeds upon such leave in either case.

### **Certification**

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

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

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

In relation to any period to be taken under subparagraph (iii)(2) hereof, a statutory declaration stating:

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

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

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

### **Notice requirements**

(v)

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.

#### 28(c) - contd

An employee who commences employment with the 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 twelve months continuous service with the employer immediately preceding the date upon which he/she or she proceeds upon such leave.

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 fourteen 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 (iii)(1) hereof.

An employee shall, ten weeks before the proposed date of commencing any leave to be taken under subparagraph (iii)(2) hereof give notice in writing to the employer of the date of commencing leave and the period of leave to be taken.

An employee shall not be in breach of this sub-clause, as a consequence of failure to give the stipulated period of notice in accordance with subparagraphs (3) and (4) 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**

(vi)

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

the period of adoption leave taken under subparagraph (iii)(2) hereof may be lengthened once only by the employee giving not less than fourteen days notice in writing stating the period by which the leave is to be lengthened;

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

The period of adoption leave taken under subparagraph (iii)(2) hereof may, with the consent of the employer, be shortened by the employee giving not less than fourteen days notice in writing stating the period by which the leave is to be shortened.

#### 28(c) - contd

#### **Cancellation of adoption leave**

(vii)

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

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.

(viii) 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**

(ix)

Provided the aggregate of any leave, including leave taken under this sub-clause, does not exceed the period to which the employee is entitled under paragraph (iii) 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/she or she is entitled.

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**

(x) Subject to this sub-clause, 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**

(xi)

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.

### **28(c) - contd**

The 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**

(xii)

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 (iii)(2) hereof.

The 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.

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**

(xiii)

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

Before the 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.

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

Nothing in this sub-clause shall be construed as requiring the employer to engage a replacement employee.

28 - contd

## **Part-time work**

### **Definitions**

(d) (i) For the purposes of this sub-clause:

“Male employee” means an employed male who is caring for a child born of his/her spouse or a child placed with the employee for adoption purposes.

“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.

“Spouse” includes a de facto spouse or former spouse.

“Former position” means the position held by a female or male employee immediately before proceeding on leave or part-time employment under this sub-clause 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/she 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.

“Continuous service” means service under an unbroken contract of employment and includes:

any period of leave taken in accordance with this clause;

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

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

### **Entitlement**

(ii) With the agreement of the employer:

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.

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.

#### 28(d) - contd

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.

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**

(iii)

An employee who has had at least twelve months continuous service with the 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/her or her former position.

Nothing in subparagraph (1) hereof shall prevent the employer from permitting the employee to return to his/her or her former position after a second or subsequent period of part-time employment.

#### **Effect of part-time employment on continuous service**

(iv) 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**

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

#### **Transitional arrangements - annual leave**

(vi)

An employee working part-time under this sub-clause 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 sub-clause.

#### 28(d) - contd

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 sub-clause, 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.

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**

(vii) An employee working part-time under this sub-clause 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**

(viii)

Before commencing a period of part-time employment under this sub-clause the employer and the employee shall agree:

that the employee may work part-time;

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

upon the classification applying to the work to be performed; and

upon the period of part-time employment.

The terms of this agreement may be varied by consent.

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.

The terms of this agreement shall apply to part-time employment.

28(d) - contd

## **Termination of employment**

(ix)

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.

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**

(x) The 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

(viii) hereof.

### **Nature of part-time work**

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

### **Inconsistent award provisions**

(xii) 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:

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

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

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

requiring consultation with, consent of or monitoring by a union;

28(d) - contd

and such provisions do not apply to part-time work under this clause.

### **Replacement employees**

(xiii)

A replacement employee is an employee specifically engaged as a result of an employee working part-time under this sub-clause.

A replacement employee may be employed part-time. Subject to this paragraph, paragraphs (v), (vi), (vii), (viii), (ix) and (xii) of this sub-clause apply to the part-time employment of replacement employees.

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

Unbroken service as a replacement employee shall be treated as continuous service for the purposes of subparagraph (i)(5) hereof.

Nothing in this sub-clause shall be construed as requiring the employer to engage a replacement employee.

## **29 MAKE-UP OF WORKERS' COMPENSATION PAYMENTS**

Subject at all times to the provisions of this clause, an employee upon receiving payment of workers' compensation in the terms of the relevant State legislation and continuing to receive such payment in respect of a weekly incapacity within the meaning of the relevant State legislation shall be paid accident pay by the company when it is liable to pay workers' compensation under the relevant State legislation, which said liability by the company for accident pay may be discharged by another person on his/her behalf, provided that:

(a) Accident pay shall only be payable to an employee whilst such employee remains in the employment of the company and then only for such a period as he/she receives a weekly payment under the relevant State legislation.

(b) Accident pay shall not apply to an incapacity occurring during the first three weeks of employment unless such incapacity continues beyond the first three weeks and then the provisions of this clause shall apply only to the period of incapacity after the first three weeks.

Provided that as to industrial diseases contracted by a gradual process or injuries subject to recurrence, aggravation or acceleration (as provided in the relevant State legislation) the provisions of this sub-clause shall not apply unless the employee has been employed with the company at the time of the incapacity for a minimum period of one month.

29 - contd

(c) The provisions of this clause shall not apply in respect of any injury during the first five normal working days of incapacity.

(d) An employee on engagement may be required to declare all workers' compensation claims made by him or on his behalf in the previous five years and in the event of false or inaccurate information being deliberately and knowingly declared the company may require the employee to forfeit his entitlement to accident pay under this clause.

(e) The maximum period or aggregate of periods of accident pay to be made by the company shall be a total of 52 weeks for any one injury as defined in sub-clause (p) hereof.

(f) The provisions of this clause shall not apply in respect of any period of other paid leave of absence.

(g) An employee, upon receiving an injury for which he/she claims to be entitled to receive accident pay, shall give notice in writing of the said injury to the company as soon as reasonably practicable after the occurrence thereof, provided that such notice may be given by a representative of the employee.

(h) In order to receive entitlement to accident pay an employee shall conform to the requirements of the relevant State legislation as to medical examination. Where, in accordance with the relevant State legislation a medical referee gives a certificate as to the condition of the employee and his fitness for work or specifies work for which the employee is fit and such work is made available by the company and refused by the employee or the employee fails to commence the work, the provisions of this clause shall cease to apply to the said employee from the date of such refusal or failure to commence the work.

(i) Where there is a redemption of weekly compensation payments under the relevant State legislation the company liability to pay benefits under this clause shall cease as from the date of such redemption.

(j) (i) An employee receiving or who has received accident pay shall advise the company 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 company entitling the company to a charge upon any money payable pursuant to any verdict or settlement on that injury.

(ii) Where an employee receives an amount by way of settlement or compromise or obtains a judgment or verdict for damages in respect of an injury for which he has received benefits under this clause the company's liability to pay such benefits shall cease from the date of such settlement, compromise, judgment or verdict and the employee shall pay to the company the amount of such benefits already received in respect of that injury; provided that where a judgment or verdict for damages is not reduced either in whole or in part by the amount of the benefits so paid by the company, the employee shall only

pay to the company the amount of the benefits already received in respect of that injury less the amount of the reduction.

29(j) - contd

(iii) Where an employee receives an amount by way of settlement or compromise or obtains a judgment or verdict for damages against a person other than the company in respect of an injury for which he has received benefits under this clause the company's liability to pay such benefits shall cease from the date of such settlement, compromise, judgment or verdict and the employee shall pay to the company any amount of such benefits already received in respect of that injury; provided that where a judgment or verdict for damages is reduced either in whole or in part by the amount of benefits so paid by the company the employee shall only pay to the company the amount of the benefits already received in respect of that injury less the amount of the reduction.

(k) Nothing in this clause shall require the company to insure against its liability for the payment of benefits under the clause.

(l) Any changes in compensation rates under the relevant State legislation shall not increase the amount of the benefits payable under this clause that would have been payable had the rates of compensation remained unchanged.

(m) All rights to any benefits under this clause shall cease on the death of an employee.

(n) Where an employee receives a benefit payment under this clause and such payment is payable for incapacity for part of a week the amount shall be a direct pro rata.

(o) For the purposes of this clause "accident pay" shall mean:

(i) In the case of an employee who is deemed to be

totally incapacitated within the meaning of the relevant State legislation, and arising from an injury covered by this clause, means a weekly payment of an amount representing the difference between the total amount of compensation paid

under the relevant State legislation for the week in question and the total 38 hour weekly award rate for day worker which would have been payable under this award for the employee's normal classification of work for the week in question if he/she had been performing his/her normal duties, provided that shift premiums, overtime payments, fares and travelling allowance, tool allowance, special rates or other similar payments shall not be included.

(ii) In the case of an employee who is or is deemed to be partially incapacitated within the meaning of the relevant State legislation, and arising from an injury covered by this clause, means a weekly payment of an amount representing the difference between the total amount of compensation paid under the relevant State legislation for the period in question together with the average weekly amount the employee is earning or is able to earn in some suitable employment or business (as determined expressly or by implication by the relevant Workers' Compensation Board or equivalent authority or as agreed between the parties) and the total 38 hour weekly award rate for the employee's normal classification of work for the week in question if he/she had been performing his/her normal duties; provided

29(o) - contd

that shift premiums, overtime payments, fares and travelling allowance, special rates or other similar payments shall not be included. The total so calculated shall be the same as that applying for a total incapacity under paragraph (o)(i) above, provided that where an employee receives a weekly payment

under this paragraph and subsequently such payment is reduced pursuant to the relevant State legislation, such reduction will not increase the liability of the company to increase the amount of accident pay in respect of that injury.

(p) For the purposes of this clause “injury” shall be given the same meaning and application as applying under the relevant State legislation and no injury shall result in the application of accident pay unless an entitlement exists under the relevant State legislation.

### **30 TRAVELLING TIME (excluding engineer, scientist employees)**

(a) (i) A trades or non trade employee who on any day or from day to day is required to work at a job away from his/her accustomed workshop or depot shall at the direction of the company present himself/herself for work at such job at the usual starting time; but for all reasonable time spent in reaching and returning from such job (in excess of the time normally spent in travelling from his/her home to such workshop or depot and returning) he/she shall be paid travelling time at the normal rate, and a rate of 43 cents per kilometre shall be paid to cover fares and other costs in excess of those normally incurred in travelling between home and such workshop or depot.

(ii) A trades or non trade employee who, with the approval of the company, uses his/her own means of transport for travelling to or from outside jobs shall be paid the amount of excess fares which he/she would have incurred in using public transport unless he/she has an arrangement with the company for a regular allowance.

(b) (i) If a technical employee is directed to work at a place other than his/her usual place of employment all fares necessarily incurred by him/her each day in excess of the normal fares of travelling from his/her home to his/her usual place of employment and return shall be paid by the company.

(ii) If a technical employee is directed to work at a place other than his/her usual place of employment and the means of transport by which he/she is directed to travel offers travellers' accommodation of more than one class, the fares which shall be payable under this clause shall be such as to enable them to travel first class.

However, air travel shall be either first or economy class, to be determined in accordance with the usual policy for company personnel including management. In the case of economy air travel an allowance of \$6.60 shall be paid for each meal period that occurs during the duration of the travel, provided that the employee did not receive a meal in flight for each period concerned.

#### 30(b) - contd

(iii) An employee who, by agreement with the company, uses his/her own motor vehicle on the company's business shall be paid an allowance of 43 cents per kilometre travelled.

(c) (i) A supervisor employee who on any day or from day to day is required to work at a job away from his/her accustomed workshop or depot shall at the direction of the company present himself/herself for work at such job at the usual starting time; but for all time reasonably spent in reaching and returning from such job (in excess of the time normally spent in travelling from his/her home to such workshop or depot and returning) he/she shall be paid travelling time at the normal rate, and a rate of 43 cents per kilometre shall be paid to cover fares and other costs in excess of those normally incurred in travelling between home and such workshop or depot.

(ii) A supervisor employee who, with the agreement of the company, uses his/her own motor vehicle on the company's business shall be paid an allowance of 42 cents per kilometre travelled.

(d) (i) A clerical employee who on any day or from day to day is required to work at a place away from

their accustomed place of duty shall at the direction of the company present for work at such job at the usual starting time; but for all time reasonably spent in reaching and returning from such place (in excess of the time normally spent in travelling from his/her home to accustomed work place and returning) shall be paid travelling time and also any fares reasonably incurred in excess of those normally incurred in travelling between home and such place.

(ii) A clerical employee who with the approval of the company uses their own motor vehicle for travelling to or from outside jobs shall be paid an amount of 42 cents per kilometre while engaged in such travelling.

(e) A trades, non trade, supervisor and clerical employee:

(i) engaged in one locality to work in another; or

(ii) sent, other than at his/her own request, from his/her usual locality to another for employment which can reasonably be regarded as permanent, involving a change of residence;

shall be paid travelling time whilst necessarily travelling between such localities and, for a period not exceeding three months, expenses. Provided that such expenses shall cease after he/she has taken up permanent residence or abode at the new location.

(f) A trades, non trade, supervisor and clerical employee sent from his/her usual locality to another (in circumstances other than those prescribed in sub-clause (e) hereof) and required to remain away from his/her usual place of abode shall be paid travelling time whilst necessarily between such localities and expenses whilst so absent from his/her usual locality.

### 30 - contd

(g) The rate of pay for travelling time shall be ordinary rate, except on a Sunday or a holiday referred to in clause 24 of this Award, when it shall be time and one-half.

(h) The maximum travelling time for a trades, non trades, supervisor and clerical employee to be paid for shall be twelve hours out of every 24 hours or, when sleeping berth is provided by the company for all-night travel, eight hours out of every 24.

(i) "Expenses" for the purpose of those provisions in this clause applying to trades, non trades, supervisor and clerical employees means:

(i) All fares and reasonable expenses incurred whilst travelling including \$6.60 for each meal.

(ii) A reasonable allowance to cover the cost incurred for board and lodging.

### **31 CLOTHING, EQUIPMENT AND TOOLS (excluding engineer and scientist employees)**

[31(a) deleted by R5452 from 30 June 1998]

[31(b) varied by R5452 from 30 June 1998]

(b) Compensation to the extent of the damage sustained shall be made by the company where in the course of the work clothing or spectacles of an employee are damaged or destroyed by fire or molten metal or through the use of corrosive substances.

(c) Where an employee is required to provide or wear protective clothing and equipment as designated by Occupational Health and Safety Committees, the employer must reimburse the employee for the cost

of purchasing such special clothing and equipment. The provisions of this paragraph do not apply where the clothing and equipment is paid for by the employer.

### **31A TIME AND WAGES RECORD**

The Company will ensure that a time and wages record for each employee is readily accessible and kept in accordance with the *Workplace Relations Act 1996* and Regulations.

### **32 UNION MEETINGS (excluding engineer and scientist employees)**

The dispute resolution procedure contained in this Award requires the parties to the Award to attempt to resolve disputes through consultation and negotiation in the first instance. In recognition of the obligation on the union parties which are respondent to this Award to consult with their membership in relation to matters which are in dispute with the Company, the following provisions will apply in respect of union meetings:

#### 32 - contd

(a) Where a dispute in respect to wage rates or a condition of their employment has arisen directly between the company and its employees, and the State secretary, or in his/her absence, the acting State secretary of the union concerned, considers that a meeting of its members or a section thereof would assist in achieving a settlement of the matter, then by giving reasonable notice to the company he/she may convene such a meeting limited to the members of the union requesting it, and personally conduct such meeting or have it conducted by such full-time paid official of the union as he/she nominates, on the company's property in the employees' own time, and at a location nominated by the company.

(b) Nothing in sub-clause (a) hereof shall require the company to permit a meeting to be held on its property in relation to any political election or community issue.

(c) If the company alleges that an official, representative or member of a union which has requested a meeting pursuant to sub-clause (a) hereof is unduly interfering with its workshop or creating disaffection amongst its employees or is offensive in his/her methods or is creating a breach of any of the conditions expressed in sub-clause (a) hereof, the company may refuse to the union concerned the right of holding meetings on its property but such union shall have the right to bring such refusal before a member of the Commission.

(d) A meeting of all members of a union in respect to a company wide or area wide dispute at a particular location called and conducted in accordance with sub-clause (a) of this clause may extend into normal working hours up to a maximum of four hours with proportionate deduction of wages. This sub-clause does not apply to GMHAL technical employees

(e) A meeting of a section of employees may be called and conducted in accordance with sub-clause (a) hereof and the company will assist where practicable in view of the nature of its operations to arrange a combined meal break meeting or advise the union official concerned why this cannot be arranged. When a meeting of a section of employees in terms of this sub-clause is planned and the union official gives an acceptable reason for an extension of the meeting prior to such meeting to the industrial officer of the plant concerned, the late resumption of work shall not exceed twelve minutes, or exceed an additional six minutes when by prior agreement this extension is granted to allow sufficient time for communicating with:

(i) major ethnic groups through an interpreter or interpreters, or

(ii) employees with a meal break of less than 35 minutes.

The maximum extension of a meal break under this sub-clause is therefore eighteen minutes and a proportionate deduction of wages will apply.

### **33 SHOP STEWARDS, SENIOR SHOP STEWARDS AND GRIEVANCE PROCEDURE (excluding engineer and scientist employees)**

[33(a) deleted by R5452 from 30 June 1998]

[33(b) deleted by R5452 from 30 June 1998]

[33(c) deleted by R5452 from 30 June 1998]

#### **Grievance procedure**

(d) Notwithstanding anything appearing elsewhere in this clause the following grievance procedure shall apply in the event of a grievance being raised by an employee:

(i) The employee should normally advise his/her supervisor of his/her problem or complaint, but alternatively, he/she may elect for personal reasons to have his/her shop steward take up the problem or complaint on his/her behalf. The supervisor of the employee concerned will then endeavour to solve the matter within his/her supervisory capacity.

(ii) If the matter is not resolved to the satisfaction of the employee/shop steward, the employee/shop steward should seek approval from the supervisor to interview the industrial officer and permission to do so will be granted.

If the employee initially elects to complain to his/her supervisor and subsequently is not satisfied he/she may request his/her shop steward to represent him/her before the industrial officer. In this case he/she must seek and will be granted reasonable time from his/her supervisor to privately acquaint his/her shop steward of the details of the matter to be discussed.

(iii) If the matter is still not resolved to the satisfaction of the employee/shop steward, the shop steward may refer the matter to the senior shop steward. The shop steward must seek and will be granted reasonable time from his/her supervisor to privately acquaint the senior shop steward on the details of the matter.

(iv) The senior shop steward should then seek approval from his/her supervisor to approach the industrial officer and permission to do so will be granted. The senior shop steward will not inspect or investigate a matter without the prior approval of the industrial officer and on such inspections or investigations the senior shop steward must be accompanied by the industrial officer.

(v) The industrial officer will refer all matters not satisfactorily settled to the senior industrial officer.

(vi) Nothing in the above procedure will take away the right of any shop steward or employee who has previously complained to his/her supervisor, and the matter has not been resolved to his/her satisfaction, to then refer the problem for the attention of a full-time paid union official.

#### 33(d) - contd

(vii) It is the responsibility of the supervisor to advise the employee and/or shop steward of the progress of the complaint if there is a delay in resolving the issue. This will apply whether the complaint is being handled by the industrial officer or the supervisor of the section concerned.

(viii) It is the responsibility of the industrial officer to advise the senior shop steward of the progress of a

complaint in which the senior shop steward is involved.

(ix) Plant supervisors have the same rights of grievance procedures through their respective supervision as applies to other employees. Consequently, where a supervisor carries out his/her function in disciplining a plant employee and a dispute arises, particularly an inter-union dispute, either the employee or the supervisor concerned, or both, may seek to resolve the dispute through the grievance procedure or, by agreement between the union officials concerned, the matter may be referred to the Australian Industrial Relations Commission.

### **Shop steward education**

A relevant union can request a shop steward to be granted paid time off work of up to 10 days in a 12 month period to undertake training which is necessary to assist the steward in their grievance role. The training arrangements will be considered by the Company, having regard to the normal staffing requirements in the shop stewards work area.

### **34 DISPUTE SETTLEMENT PROCEDURE (GMHAL employees)**

The parties agree that in the event of a dispute arising in relation to any matter contained in this award:

the parties shall attempt to resolve the matter through consultation and negotiation;

if the parties are unable to resolve the matter through consultation and negotiation, the Australian Industrial Relations Commission shall attempt to resolve the matter through conciliation and/or arbitration;

all parties shall, subject to the provisions of the Workplace Relations Act 1996 accept the decision of the Commission as final and binding;

to ensure the proper application of this process and to prevent industrial action, the status quo shall prevail while this process proceeds.

### **35 NOTICEBOARDS (excluding engineer and scientist employees)**

The company shall permit a notice board to be erected in the plant, or each part of the plant, to facilitate communication between employees and/or their union representatives.

### **36 AWARD TO BE AVAILABLE (excluding engineer and scientist employees)**

The company shall have a copy of this award, as varied from time to time, available at a place on its premises reasonably accessible to employees.

### **37 DEFINITIONS**

(a) For the purpose of this award:

“Act” means the Workplace Relations Act 1996 as amended from time to time.

“AIRC” means the Australian Industrial Relations Commission

“AMWU Vehicle Division” refers to the Vehicle Division of the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union as established under the rules of that union

“Clerical” refers to fortnightly hired employees as classified and defined in the Holden Engine Company

Part 4 Award 1993 or the General Motors Holden's Automotive Ltd Part 4 (Clerks) Award 1988

“Commission” means the Australian Industrial Relations Commission.

“Company” means Holden's Limited (formerly General Motors Holden's Automotive Limited)

“Engineer” refers to fortnightly hired employees as classified and defined in Holden Engine Company Part 5 Award 1993 or the General Motors Holden's Automotive Ltd Part 5 (Professional Engineers and Scientists) Award 1988.

“EPOC” means Engine Products Overseas Corporation (trading as “Holden's Engine and Components Company”).

“GMHA employee” means an employee not employed at Holden's Engine Operations (previously known as Holden's Engine Company (‘HEC’)).

“HEC employee” means an employee employed at Holden's Engine Operations (previously known as Holden's Engine Company (‘HEC’)). “HMOC” means Holden's Motor Overseas Corporation (trading as “Holden's Motor Company”).

“Non-trade employee” means weekly hired employees as classified and defined in relevant awards.

“Plant” means a complete company establishment at a particular geographical establishment - for example, Fisherman's Bend, Elizabeth, etc.

“Probationary employee” means a new employee who is classified in accordance with the non-trades structure in the first twenty ordinary working days from the date of engagement.

#### 37(a) - contd

“Retrenchment” shall not include termination by the employer of employees where a business is transmitted from an employer (‘the transmittor’) to another employer (‘the transmittee’), and an employee who at the time of such transmission in that business becomes an employee of the transmittee, provided that:

(i) the continuity of service of the employee is not broken; and

(ii) the period of employment of the employee with the transmittor is deemed to be service with the transmittee.

In this clause, ‘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.

“Scientist employee” means fortnightly hired employees as classified and defined in Holden Engine Company Part 5 Award 1993 or the General Motors Holden's Automotive Ltd Part 5 (Professional Engineers and Scientists) Award 1988. “Supervisor employee means” fortnightly hired employees as classified and defined in Holden Engine Company Part 3 Award 1993 or the General Motors Holden's Automotive Ltd Part 3 (Supervisors) Award 1988.

“Technical employee” means fortnightly hired employees as classified and defined in Holden Engine Company Part 2 Award 1993 or the General Motors Holden's Automotive Ltd Part 2 (Drafting, Planning and Technical Grades) Award 1988.

“Trade employee” means weekly hired employees as classified and defined in Holden Engine Company Part 1 Award 1993 or the General Motors Holden’s Automotive Ltd Part 1 (General) Award 1988.

“Traineeship” is a system under the Australian Traineeship System comprising structural 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 appropriate State or Territory training authority.

“Training Agreement” means an agreement for training registered with the appropriate State or Territory training authority or under the provisions of the appropriate State or Territory training legislation.

“Trainee (ATS)” is an employee who is bound by a Training Agreement registered with the appropriate State or Territory training authority.

“Union” means an organisation of employees whose name appears in clause 4.

## **38 EMERGENCY PROVISIONS**

### **States of Victoria and South Australia**

(a) Notwithstanding anything elsewhere contained in this award, the following provisions shall apply in the States of Victoria and South Australia when the company is subjected to restriction or rationing in the use of electric energy and/or coal gas and/or the emergency disconnection thereof in accordance with orders of regulations approved by the appropriate lawful authority:

(i) If by reasons of such restriction or rationing or emergency disconnection the company is unable usefully to employ an employee for the whole or part of any day or shift it may deduct from the wages of that employee payment for any part of the day or shift such employee cannot be usefully employed provided that:

if the company requires the employee to attend for work but is not able to employ him/her usefully the employee shall be entitled to be paid for two hours' work;

where an employee commences work he/she shall be entitled to be paid for four hours' work;

an employee stood down shall be regarded as having continuity of service and employment for the purpose of annual leave;

this paragraph (i) shall not apply to an apprentice.

(ii) The company may require a day worker to perform his/her ordinary hours of work (or any such ordinary hours of work) at any time on any day other than on a Sunday on the basis of an average of 38 hours per week in accordance with clause 14 of this award. The following rates of pay shall apply for such work:

For work performed on Monday to Friday from 7.00 a.m. to 5.30 p.m.. and on Saturday from 7.00 a.m. to noon - ordinary rate.

(2) For work performed between noon and midnight on a Saturday - ordinary rate plus 25 per cent.

(3) For work performed at all other time other than on a Sunday - ordinary rate plus 10 per cent.

(4) Notwithstanding subparagraphs (2) and (3) hereof an employee required to commence work between the hours of 9.30 p.m. and 6.00 a.m. shall received an amount which shall not be less and 60 cents more than the amount he/she would receive if paid at ordinary day rate.

(iii) The company may require a shift worker to perform his/her hours of work at any time other than on Sunday on the basis of an average of 38 hours per week in accordance with clause 14 of this award. The following rates of pay shall apply for such work:

38(a) - contd

For day work or day shift work - ordinary rate.

For work performed between noon and midnight on a Saturday - ordinary rate plus 25 per cent.

For afternoon and night shifts - ordinary rate plus 10 per cent.

Notwithstanding subparagraphs (2) and (3) hereof a shift worker required to commence work between 9.30 p.m. and 6.00 a.m. shall receive an amount which shall not be less than 60 cents more than the amount he/she would receive if paid at ordinary rate.

Nothing contained in this paragraph (iii) shall operate so as to reduce the shift premiums payable to an employee who was a shift worker working on afternoon and night shifts only at the date of such interference as aforesaid and who continues to work on such shifts.

(iv)

Provided that the commencing time of any meal break is not made more than one hour earlier or later than usual and that a meal break of at least twenty minutes is allowed. The breaks are usually taken and/or the duration thereof in order to avoid or mitigate the effects of such interference, without being liable to pay penalty rates for work done during the normal meal breaks.

The company shall whenever it is practicable, consult with the union or unions concerned before acting under this paragraph (iv).

(b) Notwithstanding anything elsewhere contained in this award, the provisions of this clause shall also apply (mutatis mutandis) in the case of the company if it uses auxiliary power plant for the purpose of providing employment for employees whilst such restriction or rationing or emergency disconnection is in force; and

(i) is unable usefully to employ an employee for the whole of any day or shift by reason of a breakdown in such plant through no fault of its own; or

(ii) because of the inability of the auxiliary power plant to meet the normal demands for power:

finds it necessary to require an employee to perform his/her ordinary hours of work or any such ordinary hours of work outside the hours normally worked by such employee; or

finds it necessary to alter the time at which meal breaks are usually taken and/or the duration thereof.

38 - contd

**State of Queensland**

(c) In the area normally supplied with electric energy by the Southern Electric Authority of Queensland if the company by reason of failure or shortage of electric power is unable to carry on its undertaking during all the working hours of the day, the company may deduct from the wages of an employee payment for any part of a day in excess of twenty minutes such employee cannot be usefully employed.

Provided that an employee who is required to attend for work on any day but for whom, for the reason above named, no work is provided, shall be entitled to two hours' pay and provided further that where an employee commences work he/she shall be entitled to be provided with four hours' employment or failing which, be entitled to be paid as for four hours' work.

## **State of New South Wales**

(d) Notwithstanding anything elsewhere contained in this award the following provisions shall apply within the County of Cumberland in the State of New South Wales to the company and an employee on fortnightly hiring who is or would ordinarily be employed as a day worker or a day-shift worker:

(i) Where the company because of restrictions imposed by or by virtue of the Gas and Electricity Act 1935 as amended requires such an employee to perform his/her ordinary hours of work (or any of such ordinary hours of work) outside the spread of hours prescribed by clause 10 of this award or on a Saturday, the time so worked shall not be regarded as overtime for the purposes of clause 17 of this award and the following rates of pay shall apply for such work:

For work performed on any day other than afternoon on a Saturday:

where work commences between 7.00 p.m. and midnight (including midnight) - ten per cent extra for the whole of such work;

where work commences after midnight and before 5.00 a.m. - double rate until 7.00 a.m. and ordinary rate thereafter;

where work commences between 5.00 a.m. and 7.00 a.m. - 25 per cent until 7.00 a.m. and ordinary rate thereafter;

For work performed after noon on a Saturday - 25 per cent extra.

(ii) This sub-clause has no application to work done on a Sunday or a holiday referred to in clause 19 of this award.

## **39 MINIMUM RATES**

The rates prescribed in clause 8 are paid rates. An appropriate minimum rate for representative classifications is as follows:

### 39 - contd

<b>Classifications</b>	<b>Minimum rates</b>
	\$
Tradesperson level 5	415.60
Tradesperson level 4	391.20
Tradesperson level 1	347.50
Vehicle builder level 2	322.50
<b>Technical employees</b>	
Level 1(A) -	\$422.50;
Level 1(B) -	\$530.90.

## **Supervisor employees**

Level 1(A) -	\$427.80.
Level 1(B) -	\$448.10

## **Clerical employees**

Level 1	336.70
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### **40 TRAINING AND UPSKILLING (GMHAL employees)**

(a) The parties reaffirm their commitment to the continued implementation of the training and upskilling requirements of their structural efficiency agreements. The parties agree that all employees shall have access to training to enhance their opportunities to progress and achieve the objectives and principles of this award.

(b) The parties acknowledge that in order to implement the concept of continuous improvement referred to in clause 50, essential to have a skilled and motivated workforce. This will enable quality issues to be prioritised and facilitate the adequate monitoring of and participation in quality improvement and decision making. The parties recognise that training plays a significant role in achieving further improvement in customer satisfaction.

Training will expand the quality improvement activity, including pilot programs, and ways to create a work environment which allows each employee to contribute fully to the achievement of customer satisfaction. Through training, employees will have a broader role in improving the company's performance through the understanding of the need to change to meet the challenges within the world market. The relevant role of the unions and shop stewards will be dealt with through this training.

#### 40 - contd

(c) Training accredited for the vehicle industry and consistent with the standards of the Standards and Curriculum Council. will familiarise employees with both the concept of continuous improvement and ways of implementing. In addition 'on and off the job' training will ensure that employees participate in continuous improvement activities including the Holden Production System(HPS), develop work skills and apply the knowledge gained by practical experience. Training will also expand quality improvement activity, including pilot programs, and ways to create a work environment that allows each worker to contribute fully to the achievement of customer satisfaction. All employees covered by this award will have access to training to enhance their opportunities to progress and achieve the objectives established by this award.

### **41 DEVELOPMENT AND TRAINING (HEC technical and supervisor employees)**

The parties to this award recognise that in order to increase the efficiency, productivity and international competitiveness of Holden's Engine Company a continuing commitment to training and skill development is required. Accordingly, the parties commit themselves to:

developing a more highly skilled and flexible workforce;

providing employees with career opportunities through appropriate training to acquire additional skills;  
and

removing barriers to the utilisation of skills acquired.

Following proper consultation and/or through the establishment of a training committee, the Company shall develop a training programme consistent with:

the current and future skill needs of the enterprise;

the size, structure and nature of the operations of the enterprise;

the need to develop vocational skills relevant to the enterprise and the industry through courses conducted by accredited educational institutions and providers.

Where it is agreed a training committee be established, that training committee should be constituted by equal numbers of employer and employee representatives and have a charter which clearly states its role and responsibilities, for example:

Formulation of a training programme and availability of training courses and career opportunities to employees.

Dissemination of information on the training programme and availability of training courses and career opportunities to employees.

#### 41 - contd

Monitoring and advising management and employees on the ongoing effectiveness of the training.

Where as a result of consultation or through a training committee and with the employee concerned, it is agreed that additional training in accordance with the programme developed pursuant to sub-clause (b) herein should be undertaken by an employee, that training may be undertaken either on or off-the-job.

The release of an employee to attend training during ordinary working hours shall be subject to:

approval by the Company;

the Company's ability to release employees from duty without unduly affecting the normal operations of the Company;

the employees willingness to also contribute an agreed portion of his/her own time in undertaking a formal qualification training.

The Company shall not unreasonably withhold approval of paid training leave.

Any costs associated with the standard fees for approved courses shall be reimbursed by the Company on an annual basis subject to the presentation of reports of satisfactory progress.

#### **42 VOCATIONAL EDUCATIONAL LEAVE (HEC TRADE EMPLOYEES)**

[42 inserted by Q8010; deleted by R5452 from 30 June 1998]

For the purposes of attaining the necessary skill and knowledge in accordance with trade classification structure of this award it is necessary that employees undertake specific vocational training, for that purpose the following provisions will apply.

"Vocational education leave" means time granted to electrical and instrument Trades people employed by the Company for the purpose of attending "relevant courses" conducted by recognised educational

institutions and other bodies approved by the Joint Administration Committee which will lead to the enhancement of trade skills.

For the purpose of this clause, "relevant courses" shall mean any course or combination of courses determined in accordance with sub-clause 42(e) hereof.

(a) The company shall grant each year an amount of Vocational Education leave of up to 300 hours without loss of pay for each employee; such leave to be granted on a weekly basis or in block form to accommodate course structures or periods of examination.

(b) The granting of such leave shall be subject to the Company being able to release the employee concerned from duty without unduly affecting the normal operations of the Company.

(c) Where employees attend, either in part or in whole, relevant courses or examinations which fall outside normal rostered working hours, they shall be paid at ordinary rates of pay for the time spent in so attending, subject to the production of satisfactory evidence of such attendance.

(d) Any cost of enrolment, stationery and text books (but excluding those text books which are available within the companies technical library) incurred in connection with attending relevant courses shall be reimbursed by the Company on the production of evidence of such expenditure. Provided that reimbursement shall be on an annual basis and shall be subject to the successful completion of the relevant course work in each year.

(e) A joint administration Committee comprising representatives of the CEPU and the Company shall be established to administer the provisions of this clause and to ensure adherence to the Principle of Vocational Education Leave. The Committee shall inter alia compile and revise each year a list of available relevant courses.

(f) Employees seeking Vocational Education Leave in accordance with this clause shall make application to the Administration Committee for approval and shall ultimately produce proof of enrolment in a relevant course.

(g) The Union and the Company shall establish procedural and administrative arrangements to be applied by the Administration Committee.

(h) In the event of a dispute arising as to the operation of this clause, the Union and Company shall first confer in an endeavour to resolve the matter. If the dispute remains unresolved, it shall be referred to the Australian Industrial Relations Commission.

### **43 CONSULTATION PROCESS (HEC employees)**

[43 deleted by R5452 from 30 June 1998]

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