

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

AUSTRALIAN INDUSTRIAL REGISTRY LOOSE-LEAF CONSOLIDATION

VEHICLE INDUSTRY (IVECO TRUCKS AUSTRALIA LIMITED)

AWARD 2000

**[title changed by AW809353 PR912120 from Vehicle Industry (International Trucks Australia Limited Award 2000)]**

This award as varied to 4 December+ 2001 comprises pages:

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AW809353 [loose-leaf version]

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

*Workplace Relations Act 1996*

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

(C No. 00061 of 1998)

**VEHICLE INDUSTRY (INTERNATIONAL TRUCKS**

AUSTRALIA LIMITED) AWARD 1998

(ODN C No. 01522 of 1979)

[Print Q6677 [V0016 V002]]

Various employees

Vehicle industry

COMMISSIONER FOGGO

MELBOURNE, 2 AUGUST 2001

*Award simplification.*

## **CONSENT ORDER**

A. Further to the decision issued by the Commission on 20 March 2001 [PR902456] and the supplementary decision issued on 11 July 2001 [PR906241] the above award is varied as follows:

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

### **PART 1 - APPLICATION AND OPERATION OF AWARD**

#### **1.1 AWARD TITLE**

[1.1 varied by PR912120 from 20Nov01]

This award shall be referred to as the Vehicle Industry (Iveco Trucks Australia Limited) Award 2000.

#### **1.2 ARRANGEMENT**

This award is arranged as follows:

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### 1.3 ANTI-DISCRIMINATION

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

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

**1.3.3** Nothing in this clause is taken to affect:

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

**1.3.3(b)** junior rates of pay, until 22 June 2000 or later date determined by the Commission in accordance with s.143(1E) of the Act;

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

**1.3.3(d)** the exemptions in s.170CK(3) and (4) of the Act.

### 1.4 COMMENCEMENT DATE OF AWARD AND PERIOD OF OPERATION

This award shall come into operation from the beginning of the first pay period to commence on or after 17 July 2000 and shall remain in force for a period of twelve months.

## 1.5 COVERAGE OF AWARD AND SUPERSESSION

[1.5 varied by PR912120 from 20Nov01]

This award shall apply to:

**1.5.1** Iveco Trucks Australia Limited - as to its establishment at Princes Highway, Dandenong, principally concerned with the design, manufacture, assembly or repairing of trucks and other vehicles or parts or components thereof.

**1.5.2** From the date of coming into operation this award shall constitute the award safety net of terms and conditions of employment for all employees covered by this award. Accordingly, this award as varied from time to time, shall be read in conjunction with the prevailing enterprise agreements reached between the union and the Company.

**1.5.3** This award supersedes the following awards in respect of Iveco Trucks employees, but no right, obligation or liability accrued or incurred under such awards or variations to it shall be effected by such supersession:

- Vehicle Industry (Iveco Trucks Australia Limited) Consolidated Award 1998;
- Clerks (Iveco Trucks Australia Limited) Award 1985;
- Iveco Trucks Australia Limited Superannuation Award 1989;
- Vehicle Industry (Long Service Leave) Award 1977.

## 1.6 PARTIES BOUND

[1.6 varied by PR912120 from 20Nov01]

This award shall apply to:

**1.6.1** Iveco Trucks Australia Limited - as to its establishment at Princes Highway, Dandenong, in respect of the employment of employees, whether members of any of the organisations of employees referred to in 1.6.2 or not employed on work to which this award applies; and

**1.6.2** The following organisations of employees and the members thereof:

- Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union;
- National Union of Workers;
- Australian Liquor, Hospitality and Miscellaneous Workers Union;
- Australian Workers' Union;
- Australian Municipal, Administrative, Clerical and Services Union.

## 1.7 DEFINITIONS

[1.7 varied by PR912120 from 20Nov01

**1.7.1** Act means the *Workplace Relations Act 1996*.

**1.7.2** Award means the Vehicle Industry (Iveco Trucks Australia Limited) Award 2000.

**1.7.3** Commission means the Australian Industrial Relations Commission.

**1.7.4** Company means Iveco Trucks Australia Limited.

**1.7.5** Plant employee means all employees other than clerical, technical or supervisory employees.

**1.7.6** Unapprenticed junior means an employee aged seventeen years or less.

## 1.8 Transmission of Business

**1.8.1** This provision shall apply in relation to annual leave, sick leave, redundancy and long service leave.

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

**1.8.2(a)** the continuity of the employment of the employee is be deemed not to have been broken by reason of such transmission; and

**1.8.2(b)** the period of employment, which the employee has had with the transmittor or any prior transmittor, is deemed to be service of the employee with the transmittee.

**1.8.3** 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 and transmitted has a corresponding meaning.

## 1.9 Relationship to National Training Wage Award 1994

A party to this award shall comply with the terms of the National Training Wage Award 1994 [N4816 [N0277]], as varied, as though bound by clause 3 of that award.

## PART 2 - AWARD FLEXIBILITY

**2.1** The parties agree to consider all matters raised by either party directed at modernising the terms of this award so that it provides for more flexible working arrangements, improves the quality of life, enhances skills and job satisfaction and assists positively in the restructuring process.

**2.2** With respect to those matters that are settled by negotiation, the parties agree that the outcomes will be processed either by award variations where appropriate or reflected in enterprise agreements as provided for in 1.5.2.

## PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

### 3.1 DISPUTE RESOLUTION PROCEDURE

**3.1.1** To ensure that all grievances are promptly dealt with and that unnecessary disruptions are avoided, the following procedures are to be followed by company and union representatives when dealing with grievances or handling industrial disputes:

**3.1.1(a)** An employee shall in the first instance refer any problem, complaint or grievance the employee may have relating to the employee's employment or conditions of work to the relevant foreperson or supervisor. An employee may elect for personal reasons to have a shop steward or other employee representative present when presenting a grievance to ensure full discussion and complete presentation and agreement concerning all pertinent facts. The foreperson or supervisor if unable to resolve the matter will refer the matter to the department manager and will in any event give the employee a reply as soon as possible.

**3.1.1(b)** If the matter is not resolved to the satisfaction of the employee, the employee may take the matter up with their representative, which may include the shop steward, who will discuss the problem or grievance with the appropriate company representative.

**3.1.1(c)** If the matter remains unresolved it may be referred by the employee's representative to an official of the state branch of the relevant union or unions concerned who will discuss the matter with the appropriate company representative.

**3.1.1(d)** At any stage of this process, either of the parties may refer the dispute to the Australian Industrial Relations Commission for final resolution. The decision of the Commission will be accepted by the parties subject to any rights of appeal.

**3.1.1(e)** Whilst a grievance is being dealt with under this procedure work will continue normally.

**3.1.2** For the purposes of this clause an employee nominated representative may include an employee appointed as a shop steward in the shop or department in which the employee is employed. In

the case of a shop steward the responsible officer of the Union concerned shall provide written notification to the Company. Upon such notification, the employee will be recognised as the accredited representative of the union to which they belong.

**3.1.3** Nominated employee representative(s) will be allowed, at all stages of the Dispute Resolution Procedure, the necessary time during working hours to interview the Company or its representatives, including duly accredited officials of the union to which they belong, on matters affecting the employees whom the nominated employee representative represents.

**3.1.4** Employees appointed as employee representatives in accordance with 3.1.2, will be entitled to ten days' leave, with full pay, per year to undertake accredited training, designed to assist them in their dispute resolution role. Requests to the Company for employees to attend such training must be in writing and be endorsed by a federal official of the union concerned where the representative is a shop steward. Such requests shall also have regard to the normal staffing requirements in the employee(s) work area.

**3.1.5** At any stage of the grievance resolution procedure, if a senior union official believes that a meeting of its members would assist in achieving a settlement of the matter then such a meeting will be convened following reasonable notice to the Company.

## **PART 4 - EMPLOYMENT RELATIONSHIP and RELATED MATTERS**

### **4.1 EMPLOYER AND EMPLOYEE DUTIES**

**4.1.1** The Company may direct an employee to carry out such duties as are within the limits of the employee's skills, competence and training consistent with the classification structure of this award provided that such duties are not designed to promote de-skilling.

**4.1.2** The Company may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.

**4.1.3** Any direction issued by the Company under this clause is to be consistent with the Company's responsibilities to provide a safe and healthy working environment.

### **4.2 EMPLOYMENT CATEGORIES**

#### 4.2.1 Probationary employment

During the first four weeks of employment (the first three months of employment in the case of a clerical employee) an employee shall be considered on probation and the employment may be terminated by the giving of one week's notice by either side.

#### 4.2.2 Full-time employment

Except as hereinafter provided, employment shall be by the week or in the case of employees classified in accordance with the clerical, technical and supervisory structure, by the fortnight.

#### 4.2.3 Casual employment

**4.2.3(a)** Casual employees are employees engaged and paid as such and whose employment may be terminated upon one hour's notice.

**4.2.3(b)** A casual employee shall not be engaged for more than one month full-time. An employee at this time shall be deemed to be a weekly employee.

**4.2.3(c)** Casual employees shall be paid at ordinary wages rate with an addition of 20% in the case of plant employees and 25% for clerical employees.

**4.2.3(d)** Casual clerical employees shall be guaranteed not less than two hours pay every start.

**4.2.3(e)** This clause shall not apply to technical or supervisory employees.

#### 4.2.4 Regular part-time employment

**4.2.4(a)** An employee may be engaged to work on a part-time basis involving a regular pattern of hours which shall average less than 38 hours per week or 76 hours per fortnight in the case of clerical technical or supervisory employees.

**4.2.4(b)** Before commencing part-time employment, the employee and the Company must agree:

**4.2.4(b)(i)(1)** upon the hours to be worked by the employee, the days upon which they will be worked and the commencing and finishing times for the work;

**4.2.4(b)(i)(2)** upon the classification applying to the work to be performed in accordance with 5.1 - Classification and wage structure, of this award;

**4.2.4(b)(ii)** Except as otherwise provided in this award a part-time employee is entitled to be paid for the hours agreed upon in accordance with 4.2.4(b)(i)(1).

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

**4.2.4(b)(iv)** The terms of this agreement or any variation to it shall be in writing and retained by the Company. A copy of the agreement and any variation to it shall be provided to the employee by the Company.

**4.2.4(c)** The terms of this award shall apply pro rata to part-time employees on the basis that ordinary weekly hours for full-time employees are 38.

**4.2.4(d)** An employee engaged on a part-time basis shall be entitled to all award provisions paid on a pro rata basis.

**4.2.4(e)** Overtime

A part-time employee who is required by the Company to work in excess of the hours agreed upon in accordance with 4.2.4(b)(i) and 4.2.4(b)(i)(iii), shall be paid overtime in accordance with 6.3 - Overtime, of this award.

**4.2.5** Apprentices

#### 4.2.5(a) Apprenticed trades

**4.2.5(a)(i)** A minor other than an indentured apprentice, shall not be employed in the following occupations:

- Electrical fitter;
- Electrical mechanic;
- Fitter and/or turner;
- Motor mechanic (as defined);
- Painter (i.e. tradesperson who mixes, matches and applies paint);
- Welder (tradesperson).

**4.2.5(a)(ii)** Nothing in this subclause shall in any way control, restrict or prohibit the engagement of a minor as an apprentice in any other trade which may from time to time be proclaimed, specified or prescribed as an apprenticeship trade by the law of Victoria.

#### 4.2.5(b) Contract of apprenticeship

Every contract of apprenticeship hereinafter made shall contain:

**4.2.5(b)(i)** the names of the parties;

**4.2.5(b)(ii)** the date of birth of the apprentices;

**4.2.5(b)(iii)** a statement of the trade or trades to which the apprentice is to be bound and which the apprentice is to be taught during the course and for the purpose of the apprenticeship;

**4.2.5(b)(iv)** a covenant by the Company to teach and instruct or cause to be taught or to be instructed in the trade to which the apprentice is bound;

**4.2.5(b)(v)** the date at which the apprenticeship is to commence or from which it is calculated;

**4.2.5(b)(vi)** all other conditions of apprenticeship.

**4.2.5(c)** Period of apprenticeship

**4.2.5(c)(i)** The period of apprenticeship shall, except where a person is apprenticed under 4.2.6 of this award, be for a period of four years.

**4.2.5(c)(ii)** A minor may be taken on probation for three months to a trade referred to in 4.2.5(a) and if apprenticed to such trade such three months shall count as part of the period of apprenticeship.

**4.2.5(d)** Cancellation or suspension of indenture

**4.2.5(d)(i)** Subject to the approval of the Apprenticeship Authority, but not otherwise, an indenture of apprenticeship may be suspended or cancelled.

**4.2.5(d)(i)(1)** by mutual consent;

**4.2.5(d)(i)(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;

**4.2.5(d)(i)(3)** if in the opinion of the Apprenticeship Authority circumstances exist which render such suspension or cancellation necessary or desirable.

**4.2.5(d)(ii)** Any covenant in an indenture inconsistent with the provisions of this clause shall be null and void and of no force or effect while this award remains in force and applies to the parties to the indenture.

**4.2.5(e)** Instruction in welding

**4.2.5(e)(i)** The training of an apprentice to fitting and/or turning or panel working shall include instruction in electric welding and/or oxyacetylene welding as far as is practicable with the facilities

available in the shop in which the apprentice is trained.

**4.2.5(e)(ii)** The training of an apprentice to electrical fitting shall include sufficient instruction in welding to enable the apprentice to perform the work of this trade in the shop in which the apprentice is trained.

**4.2.5(f)** Apprentice authority

For the purpose of this clause Apprenticeship Authority means the Victorian State Training Board.

**4.2.5(g)** Holidays, annual leave, personal leave, sick leave and bereavement leave

An apprentice shall be entitled to holidays, sick leave, annual leave, personal leave, bereavement leave, leave for jury service, parental leave and workers compensation payments as prescribed by this award.

**4.2.5(h)** Hours

The ordinary hours of employment of an apprentice shall, subject to 4.2.5(o) of this subclause, be the same in each workshop as those of tradespersons.

**4.2.5(i)** Overtime and shift work

Where practicable, no apprentice under the age of eighteen years shall be required to work overtime or shift work at times which would prevent attendance of the apprentice at technical school as required by any statute, award or regulation applicable to the apprentice.

**4.2.5(j)** Payment by results

No apprentice shall work under any system of payment by results.

**4.2.5(k)** Adult apprentices

An apprentice who cannot complete the full term of apprenticeship before reaching the age of 22 years may by agreement with the Company, serve as an apprentice until attaining the age of 23 years.

#### 4.2.5(l) Lost time

An apprentice at the end of a calendar year in which service has actually been given to the Company by the apprentice upon less than the ordinary working days prescribed in the award for the trade or in which the apprentice has been unlawfully absent may, for every day short of the said number of working days and for every day of unlawful absence, be required by the Company to serve one day, in which case the calendar period of the succeeding year of service shall not be deemed to begin until the required additional day or days has been served, providing that in calculating the extra time to be served, time worked in excess of the ordinary hours required during the relevant years shall be credited to the apprentice.

#### 4.2.5(m) Prohibition of premiums

The Company shall not either directly or indirectly or by any pretence or device receive from any person or require or permit any person to pay or give any consideration in the nature of a premium or bonus for the taking or binding of any probationer or apprentice.

#### 4.2.5(n) School fees

An apprentice attending technical college or school and presenting reports of satisfactory conduct shall be reimbursed all fees paid by the apprentice.

#### 4.2.5(o) Operation of State law

**4.2.5(o)(i)** Any statute relating to apprentices which is now or hereafter in force or where the Industrial Training Commission or other authority with statutory power has issued or may hereafter issue any regulations relating to apprentices, such statute or such regulations shall operate provided that the provisions thereof are not inconsistent with this award.

**4.2.5(o)(ii)** The provisions of any statute, award or regulations relating to the attendance of apprentices at technical schools during ordinary working hours or to disciplinary powers of apprenticeship authority over apprentices and the Company shall not be deemed to be inconsistent with

this award.

#### 4.2.6 Apprentices - additional provisions for specified trades

**4.2.6(a)** The following additional provisions shall apply in relation to apprenticeship in the trades specified hereunder:

- electrical fitter;
- electrical mechanic;
- fitter and/or turner;
- motor mechanic (as defined);
- tradesperson panel worker and/or panel beater;
- welder (tradesperson).

**4.2.6(b)** A contract of apprenticeship may be made in accordance with 4.2.5(b) of this award where the master is more than one employer or the Company's organisation, and where there is more than one employer the covenant referred to in 4.2.5(b)(iv) shall be a covenant by each of the Companies.

**4.2.6(c)** If the apprentice when indentured is under the age of 21 years and the Apprenticeship Authority is satisfied that the apprentice:

**4.2.6(c)(i)** is of the educational standard indicated in the next succeeding subclause or has had experience relevant to the trade concerned which together with the apprentice's educational qualifications fits the apprentice to undertake the training mentioned in 4.2.6(e) of this subclause; and

**4.2.6(c)(ii)** has the necessary vocational aptitude for training in the trade concerned, the period of apprenticeship shall be four years.

**4.2.6(d)** An apprentice who comes within the provisions of the preceding subclause shall:

**4.2.6(d)(i)** be entitled to credit towards the four year term of apprenticeship in accordance with the following table:

<b>Standard</b>	<b>Credit</b>
Passed Year 10 school year examination including passes in a mathematics and a science subject:	six months
Completed Year 11 school year, including study at that level of a mathematics and science subject:	six months
Taken Year 11 school year examination with passes in a mathematics and a science subject at that level:	twelve months

**4.2.6(d)(ii)** if that apprentice has had experience relevant to the trade, be granted such credit towards the four-year term of apprenticeship as the Apprenticeship Authority thinks fit, having regard to the apprentice's trade experience and educational standard.

**4.2.6(e)** An apprentice to whom the last two preceding subclauses apply shall undertake as early as practicable in the first year of such apprenticeship a period of twenty weeks of full day continuous training in a technical school or technical college designed for apprentices covered by those subclauses and a subsequent period of 280 hours of training in a similar technical school or college during the remainder of the apprenticeship.

**4.2.6(f)** Where an apprentice who received a credit towards the term of four years pursuant to 4.2.6(d) fails, in the opinion of the Apprenticeship Authority, to make satisfactory progress, the Apprenticeship Authority may require the apprentice to serve such additional period as it determines not exceeding the amount of the credit.

**4.2.6(g)** For the purposes of this clause the Apprenticeship Authority shall be as defined in 4.2.5(f) of this award.

**4.2.6(h)** For the purpose of determining wages payable to an apprentice under the scale of rates prescribed by 5.1.3 of this award for a four year term, the credit to which the apprentice is entitled or granted pursuant to 4.2.6(d) of this subclause shall be counted as part of the apprenticeship term completed.

**4.2.6(i)** Notwithstanding the provisions of 4.2.5 of this award the total period of training required to be undertaken by 4.2.6(e) of this subclause which is to be performed during ordinary working hours shall be not less than the hours of training required to be performed during ordinary working hours by the provisions from time to time in force of any statute, award or regulation relating to the attendance of

apprentices at technical school provided, however, that the period of twenty week training referred to in 4.2.6(e) of this subclause shall be undertaken during ordinary working hours.

### 4.3 ABSENCES

#### 4.3.1 Absence from duty

An employee who is absent from duty other than in accordance with all forms of paid leave under this award or by agreement with the employer shall lose pay for the actual time of such absence.

#### 4.3.2 Abandonment of employment

**4.3.2(a)** The absence of an employee from work for a continuous period exceeding three working days without the consent of the Company and without notification to the Company shall be prima facie evidence that the employee has abandoned employment.

**4.3.2(a)(i)** Provided that if within a period of fourteen days from the employee's last attendance at work, or the date of the last absence in respect of which notification has been given or consent has been granted, an employee has not established to the satisfaction of the Company that the employee was absent for reasonable cause then the employee will be deemed to have abandoned employment.

**4.3.2(b)** Termination of employment by abandonment in accordance with this subclause shall operate as from the date of the last attendance at work, or the last day's absence in respect of which consent was granted, or the date of the last absence in respect of which notification was given to the Company, whichever is the later.

### 4.4 EMERGENCY PROVISIONS

**4.4.1** Notwithstanding anything elsewhere contained in this award, the following provisions shall apply in the State of Victoria if 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 or regulations approved by the appropriate lawful authority:

**4.4.1(a)** If by reason 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:

**4.4.1(a)(i)** if an employee is required by the Company to attend for work but then cannot be usefully employed, the employee shall be entitled to be paid for two hours work;

**4.4.1(a)(ii)** where an employee commences work the employee shall be entitled to be paid for four hours' work;

**4.4.1(a)(iii)** an employee stood down shall be regarded as having continuity of service and employment for the purpose of annual leave;

**4.4.1(a)(iv)** clause 4.4.1(a) shall not apply to apprentices.

**4.4.1(b)** The Company may require a day worker to perform ordinary hours of work at any time on any day other than a Sunday on the basis of an average of 38 hours per week. The following rates of pay shall apply:

**4.4.1(b)(i)** for work performed on Monday to Friday from 6.00 a.m. to 6.00 p.m. and on Saturday from 6.00 a.m. to noon - ordinary rate;

**4.4.1(b)(ii)** for work performed between noon and midnight on a Saturday - ordinary rate plus 25%;

**4.4.1(b)(iii)** for work performed at all other times other than on a Sunday - ordinary rate plus 10%;

**4.4.1(c)** The hours of work performed by a shift worker may, if required by the Company be worked at any time other than a Sunday on the basis of an average of 38 hours per week. The following rates of pay shall apply for such work:

**4.4.1(c)(i)** For day work or day shift work - ordinary rate.

**4.4.1(c)(ii)** For work performed between noon and midnight on a Saturday - ordinary rate plus 25%.

**4.4.1(c)(iii)** For afternoon and night shifts - ordinary rate plus 10%.

**4.4.1(c)(iv)** Nothing contained in 4.4.1(c) 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.

**4.4.1(d)** 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 Company may alter the time at which meal 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.

**4.4.1(d)(i)** The Company shall whenever it is practicable, consult with the union or unions concerned before acting under 4.4.1(d).

**4.4.2** Notwithstanding anything elsewhere contained in this award, the provisions of this clause shall also apply if the Company uses auxiliary power plant for the purpose of providing employment for its employees whilst such restriction or rationing or emergency disconnection is in force and:

**4.4.2(a)** 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

**4.4.2(b)** because of the inability of the auxiliary power plant to meet the normal demands for power:

**4.4.2(b)(i)** finds it necessary to require an employee to perform ordinary hours of work outside the hours normally worked by such employee; or

**4.4.2(b)(ii)** finds it necessary to alter the time at which meal breaks are usually taken and/or the duration thereof.

#### 4.5 STAND DOWN OF EMPLOYEE

Notwithstanding anything elsewhere contained in this clause:

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

**4.5.2** The provisions of 4.4 - Emergency provisions, of this award shall apply in the circumstances set out in that clause.

## 4.6 REDUNDANCY

### 4.6.1 Definition

For the purposes of this subclause redundancy means the situation where the Company deems that it has an excess of employees because of a reduction in work available.

### 4.6.2 Transfer to lower paid duties

Where an employee is transferred to lower paid duties by reason of redundancy the same period of notice must be given as the employee would have been entitled to if the employment has been terminated and the Company may at the Company's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

### 4.6.3 Severance pay

In addition to the period of notice prescribed for ordinary termination in clause 4.7 - Termination of employment, an employee with at least twelve months' continuous service is entitled to two week's pay for each year of continuous service, at the ordinary rate, up to a maximum period for notice and severance of 52 weeks, if they are terminated because of redundancy.

### 4.6.4 Termination prior to expiration of notice period

**4.6.4(a)** The Company may, at its discretion, terminate the employment of an employee by reason of

redundancy before the expiry of the period of notice pursuant to 4.6.3, provided that if the Company so terminates it shall pay the employee an amount equal to the wages the employee would have received for ordinary hours occurring between the termination of employment and the expiry of notice required pursuant to 4.6.3.

**4.6.4(b)** An employee whose employment is terminated by reason of redundancy may terminate his or her employment during the period of notice and, if so, will be entitled to the same benefits and payments under this clause had they remained with the Company until the expiry of such notice. However, in this circumstance the employee will not be entitled to payment in lieu of notice.

#### 4.6.5 Alternative employment

The Company, in a particular redundancy case, may make application to the Commission to have the general severance pay prescription varied if the Company obtains acceptable alternative employment for an employee.

#### 4.6.6 Time off during notice period

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

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

### 4.7 TERMINATION OF EMPLOYMENT

#### 4.7.1 Notice of termination by employer

**4.7.1(a)(i)** In order to terminate the employment of an employee, other than a clerical or technical and supervisory employee, the Company must give to the employee the following notice:

<b>Period of continuous service</b>	<b>Period of notice</b>
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

**4.7.1(a)(ii)** In order to terminate the employment of a clerical or technical and supervisory employee, the Company must give to the employee the following notice:

<b>Period of continuous service</b>	<b>PERIOD OF NOTICE</b>
Not more than 1 year	2 weeks
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

**4.7.1(b)** In addition to the notice in 4.7.1(a), employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, are entitled to an additional week's notice.

**4.7.1(c)** Payment in lieu of the notice prescribed must be made if the appropriate notice period is not given or required to be worked. Employment may be terminated by the employee working part of the required period of notice and by the Company making payment for the remainder of the period of notice.

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

**4.7.1(e)** The period of notice in this clause does not apply in the case of dismissal for serious misconduct, or in the case of casual employees, apprentices, or employees engaged for a specific period of time or for a specific task or tasks.

**4.7.1(f)** For the purposes of this clause, service shall be calculated in the manner prescribed by 7.1.5 - Calculation of continuous service.

**4.7.2** Notice of termination by employee

**4.7.2(a)** The notice of termination required to be given by an employee shall be the same as that required of the Company, except that there is no requirement on the employee to give additional notice based on the age of the employee concerned. An employee will continue in employment until the expiration of such notice or be paid in lieu of such notice.

**4.7.2(b)** If an employee fails to give notice the Company has the right to withhold moneys due to the employee to a maximum amount equal to the ordinary time rate of pay for the period of notice.

#### 4.7.3 Time off during notice period

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

### PART 5 - WAGES AND RELATED MATTERS

#### 5.1 CLASSIFICATION AND WAGE STRUCTURE

##### 5.1.1 Wage rates by classification

##### 5.1.1(a) Weekly paid

##### 5.1.1(a)(i) Trades, non trades

The minimum wage paid to an employee (except apprentices and juniors under the age of eighteen years) shall be the rate per week as appropriate assigned to the classification in the table below:

<b>Grade</b>	<b>PER WEEK \$</b>
Vehicle Industry Worker 1 - entry	417.40
Vehicle Industry Worker 1	428.20
Vehicle Industry Worker 2	444.00

Vehicle Industry Worker 3 - first pay point	464.10
Vehicle Industry Worker 3 - second pay point	472.00
Vehicle Industry Specialist	486.80
Vehicle Industry Tradesperson (level 1 - base trade - entry)	492.20
Vehicle Industry Tradesperson (level 1 - base trade)	507.00
Vehicle Industry Tradesperson (level 2)	513.10
Vehicle Industry Tradesperson (level 3)	533.90
Vehicle Industry Tradesperson - special class	552.80
Advanced Vehicle Industry Tradesperson (level 1)	592.50
Advanced Vehicle Industry Tradesperson (level 2)	613.40

An employee engaged as a Vehicle Industry Worker 1 - entry or Vehicle Industry Tradesperson (level 1 - base trade - entry) shall be entitled to be reclassified to the second pay point of the relevant level upon satisfactory completion of three months' service.

An employee shall not be required to lift or carry weights exceeding their own personal lifting capacity.

5.1.1(b) Fortnightly paid

5.1.1(b)(i) Clerical

The fortnightly rates payable to a clerk shall be the rate per fortnight assigned to the classification in the table below.

Classification		Per fortnight \$
Clerk level 1:	- entry	887.70
	- second pay point	935.20
Clerk level 2		984.40
Clerk level 3		1082.80
Clerk level 4		1181.30

**5.1.1(b)(ii)** An employee engaged as a Clerk level 1 at the entry level shall be entitled to be reclassified to the second pay point upon satisfactory completion of three months service.

5.1.1(b)(iii) Juniors

Junior employees shall be paid a percentage of the total salary of a clerk level 1 at entry level as follows:

<b>Age of junior</b>	<b>Percentage</b>
	<i>%</i>
At sixteen years of age	62
At seventeen years of age	69

The above percentages shall be calculated in multiples of 10 cents, amounts of 5 cents or less being taken to the lower multiple and amounts in excess of 5 cents being taken to the higher multiple.

5.1.1(c) Technical

**5.1.1(c)(i)** The actual salary to be paid to an employee of a classification specified herein shall be at the rate per fortnight assigned to that classification as detailed in the table below:

<b>Classification</b>	<b>PER FORTNIGHT</b>
	<b>\$</b>
Engineering Technician - Level I	1026.20
Engineering Technician - Level II	1067.80
Engineering Technician - Level III	1105.60
Engineering Technician - Level IV	1185.00
Engineering Technician - Level V	1226.80
Engineering Associate - Level I	1268.40
Engineering Associate - Level II	1351.80
Leading Technical Officer	1393.60
Principal Technical Officer	1473.00

5.1.1(d) Supervisory

The actual salary to be paid to an employee of a classification specified herein shall be the rate per fortnight assigned to that classification as detailed hereunder.

· Supervisor Level I - 122% of the highest rate of those employees supervised as detailed in 5.1.1(a) of this award.

- Supervisor Level II - 115% of the highest rate paid to those supervised.
- Technical - 107% of the rate paid for the employees technical classification as detailed in 5.1.1(c) of this award.

#### 5.1.1(e) Arbitrated safety net adjustment

The rates of pay in this award include the arbitrated safety net adjustment payable under the *Safety Net Review - Wages May 2000* decision [Print S5000]. This arbitrated safety net adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this award which are above the wage rates prescribed in the award. Such above award payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Australian workplace agreements, award variations to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

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

#### 5.1.2 Junior rates

**5.1.2(a)** The weekly rate or wage 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 a Vehicle Industry Tradesperson, Level I.

Under seventeen years	50%
Seventeen years	70%

**5.1.2(b)** The above percentages shall be calculated in multiples of 5 cents, amounts of 2 cents or less being taken to the lower multiple and amounts in excess of 2 cents being taken to the higher multiple.

#### 5.1.2(c) Proof of age

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 upon such proof.

5.1.2(d) Prohibited work

A junior employee shall not be employed:

**5.1.2(d)(i)** on die setting on power presses, as a furnace operator or assistant furnace operator, or as an operator of power driven guillotines.

**5.1.2(d)(ii)** if under sixteen years of age - on oil or gas burners or fires used for heating of small articles, or using electric arc or oxyacetylene blow pipes.

5.1.3 Apprentice rates

**5.1.3(a)** Except as provided in 5.1.3(b) of this subclause the minimum weekly rate of wage for an apprentice shall be an amount equal to the undermentioned relevant percentage of the ordinary weekly wage prescribed for a Vehicle Industry Tradesperson, Level I, as provided in 5.1.1(a) of this award, 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.

Percentage of ordinary weekly wage rate of Vehicle Industry Tradesperson, Level I

<b>Year of term</b>	<b>%</b>
1st	60
2nd	75
3rd	90
4th	95

**5.1.3(b)** The above percentages shall be calculated in multiples of 5 cents, amounts of 2 cents or less being taken to the lower multiple and amounts in excess of 2 cents being taken to the higher multiple.

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

**5.1.3(d)** For the purposes of this clause, an entitlement to wages or allowances expressed to be by the week shall mean any entitlement which an apprentice would receive for performing 38 ordinary hours of work.

## 5.2 PAYMENT OF WAGES

### 5.2.1 Period of payment

Wages shall be paid weekly or by agreement with the majority of employees in the section or sections concerned, fortnightly, either:

**5.2.1(a)** according to the actual ordinary hours worked each week or fortnight; or

**5.2.1(b)** according to the average number of ordinary hours worked each week or fortnight.

### 5.2.2 Payment of wages by electronic funds transfer

Wages shall be paid by electronic funds transfer on a weekly basis, or fortnightly in the case of clerical, technical or supervisory employee. In the event where it is not possible to effect payment by electronic funds transfer, the Company shall make alternative arrangements for the payment and wages.

### 5.2.3 Payment of wages on termination of employment

Upon termination of employment, wages due to an employee shall be paid to the employee by cheque on the day of such termination, or electronic funds transfer by the next normal pay day.

## 5.2.4 Absences from duty under an averaging system

Where an employee's ordinary hours in a week are greater or less than 38 hours and such employee's pay is averaged to avoid fluctuating wage payments, the following shall apply:

**5.2.4(a)** The employee will accrue a credit for each day he or she works ordinary hours in excess of the daily average.

**5.2.4(b)** The employee will not accrue a credit when the employee is absent from duty (other than on paid leave such as annual leave, long service leave, personal leave and training leave, on public holidays, on workers' compensation, or on jury service).

**5.2.4(c)** An employee absent for part of a day (other than on paid leave, public holidays, workers compensation or jury service) shall accrue a proportion of the credit for the day, based upon the proportion of the working day that the employee was in attendance.

## 5.2.5 Deductions from monies due

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.

## 5.3 RATES FOR SHIFT WORKERS

### 5.3.1 Definitions

For the purposes of this clause:

**5.3.1(a)** **Afternoon shift** means a shift commencing not later than 6.00 p.m. on any day; and

**5.3.1(b)** **Night shift** means a shift commencing at any time after 6.00 p.m. on any day.

### 5.3.2 Afternoon or night shift allowances

**5.3.2(a)** An employee working on an afternoon or night shift (other than a continuous work shift as defined in 6.4.1 of this award):

**5.3.2(a)(i)** which does not continue at least for five successive afternoons or nights in a five-day workshop or six consecutive afternoons or nights in a six-day workshop, or for at least the number of ordinary hours prescribed by one of the alternative arrangements in 6.4.2 or 6.4.3 shall be paid at the rate of time and one-half for each such shift.

**5.3.2(a)(ii)** Which has been in operation for at least five successive afternoons or nights in a five-day workshop or six successive afternoons or nights in a six-day workshop, or for at least the number of ordinary hours prescribed by one of the alternative arrangements in 6.4.2 shall be paid in addition to the employee's ordinary rate an amount equal to the following relevant percentage of such ordinary rate:

**5.3.2(a)(ii)(1)** 30% for working on night shift only;

**5.3.2(a)(ii)(2)** 18% for working on alternating night and afternoon shifts;

**5.3.2(a)(ii)(3)** 15% for the night shift working on alternating day and night shifts;

**5.3.2(a)(ii)(4)** 18% for working on afternoon shift only;

**5.3.2(a)(ii)(5)** 15% for the afternoon shift working on alternating day and afternoon shifts;

**5.3.2(a)(ii)(6)** 15% for the afternoon and night shifts working on alternating day, afternoon and night shifts.

**5.3.2(b)** The extra rates prescribed by 5.3.2(a)(ii)(2), 5.3.2(a)(ii)(3), 5.3.2(a)(ii)(5) and 5.3.2(a)(ii)(6) above shall be payable only when shifts are changed once in every three weeks; otherwise the extra rates prescribed by 5.3.2(a)(ii)(1) and 5.3.2(a)(ii)(4) above shall apply.

**5.3.2(c)** An employee working continuous work shifts shall whilst on an afternoon or night shift be paid in addition to the employees' ordinary rate an amount equal to 15% of the employee's ordinary rate.

### 5.3.3 Saturday shifts

The minimum rate to be paid to a shift worker for work performed between midnight on Friday and midnight on Saturday shall be time and one quarter, such rate to be in substitution for and not cumulative upon the shift premiums prescribed in 5.3.2(b) and 5.3.2(c) above.

### 5.3.4 Weekend work - watchpersons and/or gatekeepers

**5.3.4(a)** In lieu of the provisions of clause 5.5 - Rates for work on Sundays, of this award a watchperson and/or gatekeeper for work performed on Saturday or Sunday according to roster shall be paid at the appropriate rate prescribed by this clause or paid the shift premium prescribed by 5.3.2 of this award whichever is the greater.

**5.3.4(b)** In respect of work done by a watchperson and/or gatekeeper on a shift the major part of which falls on a Saturday or a Sunday:

- Saturday shift - time and one half;
  
- Sunday shift - time and three quarters for the first eight hours and double time thereafter.

### 5.3.5 Payments to stand alone

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

## 5.4 HOLIDAY WORK AND RATES THEREFOR

### 5.4.1 Definition of holiday

For the purposes of this clause holiday means a day referred to in 7.5.1 of this award.

#### 5.4.2 Payment for work on public holidays

An employee who works on a holiday shall be paid therefore at the rate of two and one half times the employee's ordinary rate.

#### 5.4.3 Shift workers

**5.4.3(a)** 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.

**5.3.4(b)** Except as provided in 5.3.4(d) a shift commencing 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.

**5.3.4(c)** Except as provided in 5.3.4(d) 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.

**5.3.4(d)** Notwithstanding 5.3.4(b) and 5.3.4(c) where a shift terminates on a holiday and the following shift 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 that holiday.

#### 5.4.4 Minimum payment

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 hour's work at the appropriate rate.

#### 5.4.5 PDO falls on a holiday

**5.4.5(a)** An employee who works continuous work and who by the circumstances of the arrangement of the employee's ordinary hours of work is entitled to a rostered day off which falls on a public holiday prescribed by this clause shall, at the discretion of the Company, be paid for that day 7 hours 36 minutes at ordinary rates or have an additional day added to the employee's annual leave. This provision shall

not apply when the holiday on which the employee is rostered off falls on a Saturday or Sunday.

**5.4.5(b)** In the case of an employee whose ordinary hours of work are arranged in accordance with 6.1.4(b)(iii) or 6.1.4(b)(iv) or 6.1.4(e) of this award the weekday to be taken off shall not coincide with a public holiday fixed in accordance with 5.4.2 or 5.4.3(a) of this clause. Provided that, in the event that a public holiday is prescribed after an employee has been given notice of a weekday off in accordance with 6.1.4(g) of this award and the public holiday falls on the weekday the employee is to take off, the Company shall allow the employee to take the day off on an alternative weekday.

**5.4.6** Payment to stand alone

Payment prescribed by this clause shall stand alone and shall not be included for any other purposes of this award.

## **5.5 RATES FOR WORK ON SUNDAYS**

**5.5.1** Definition of Sunday shift

**5.5.1(a)** A shift commencing before midnight or the day preceding a Sunday and extending into the Sunday shall be regarded as a Sunday shift as will a shift commencing before 10.45 p.m. on a Sunday shall be regarded as a Sunday shift.

**5.5.1(b)** 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.

**5.5.2** Payment for work on Sundays

Where an employee works on a Sunday, the work done shall be paid for at the rate of two and one half times ordinary time.

**5.5.3** Minimum payment

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

**5.5.4** Payment to stand alone

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

## 5.6 SPECIAL RATES AND ALLOWANCES

### 5.6.1 Leading hands

In addition to the rates elsewhere prescribed, leading hands shall be paid as follows:

	\$	
In charge of less than three and not more than ten employees		21.35
In charge of more than ten and not more than twenty employees		32.20
In charge of more than twenty employees		40.90

### 5.6.2 Special rates

In addition to the wages prescribed elsewhere in this award the following special rates shall be paid.

#### 5.6.2(a) Confined spaces

An employee, other than one working on a vehicle or parts of a vehicle, working in confined space or place the dimensions of which necessitate the employee working in a stooped or otherwise cramped position or without proper ventilation - 47 cents per hour extra.

#### 5.6.2(b) Dirty work

**5.6.2(b)(i)** An employee doing work which a foreperson and the employee shall agree is of an unusually dirty or offensive nature - 38 cents per hour extra.

**5.6.2(b)(ii)** In any case coming within this subclause the minimum payment on any day of shift shall be \$1.45 provided, however, that the said minimum payment of \$1.45 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 \$1.45 on the particular day or shift.

**5.6.2(b)(iii)** In the case of disagreement between the foreperson and the employee, the employee or employee representative acting on the employee's behalf, which may include the shop steward, shall be entitled to ask for a decision on the employee's claim by the Company industrial officer, or in that person's absence the location manager. In such case, a decision shall be given on the employee's claim within 48 hours of its 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.

**5.6.2(b)(iv)** If there is still disagreement in relation to the employee's claim, the dispute resolution provisions in 3.1 - Dispute resolution procedure, of this award shall be utilised.

**5.6.2(c)** Height money

An 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 15 metres or more directly above the nearest horizontal plane - 28 cents per hour extra.

**5.6.2(d)** Hot places

**5.6.2(d)(i)** Maintenance tradespersons and their assistants working for more than one hour in the shade:

**5.6.2(d)(i)(a)** in places where the temperature is raised by artificial means to between 46 and 55 degrees celsius - 38 cents per hour extra;

**5.6.2(d)(i)(b)** in places where temperature exceeds 55 degrees celsius - 47 cents per hour extra.

**5.6.2(d)(ii)** Where work continues for more than two hours in temperatures exceeding 55 degrees celsius, an employee shall also be entitled to twenty minutes rest after every two hours work without deduction of pay.

**5.6.2(d)(iii)** The temperature shall be decided by the foreperson of the work after consultation with

the employee who claims the extra rate.

#### 5.6.2(e) Drivers handling garbage

An employee employed as a driver of a vehicle handling garbage - 38 cents per hour extra.

#### 5.6.2(f) Fork-lifts or cranes

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 9 cents per hour.

#### 5.6.2(g) Glass or slag wool

An 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 - 47 cents per hour extra.

#### 5.6.2(h) Special rates not cumulative and rates not subject to penalty additions

**5.6.2(h)(i)** Where more than one of the 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.

**5.6.2(h)(ii)** 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.

**5.6.2(h)(iii)** The special rates and allowances prescribed by this clause shall be paid irrespective of the time at which the work is performed and shall not be subject to any premium or penalty additions.

#### 5.6.3 Meal allowances

### 5.6.3(a) Overtime

**5.6.3(a)(i)** An employee, other than a clerical employee, required to work overtime for more than two hours after the usual finishing time or for four hours or more on a Saturday shall either be supplied with a meal by the Company or paid \$7.60 for the first meal and each subsequent meal.

**5.6.3(a)(ii)** A clerical employee required to work overtime for more than one hour after the usual finishing time, except where the overtime ceases before 6.00 p.m., or for four and a half hours or more on a Saturday shall either be supplied with a meal by the Company or paid \$7.60 for the first meal and each subsequent meal.

**5.6.3(a)(iii)** Unless the Company advises an employee on the previous day or earlier that the amount of overtime to be worked will necessitate the partaking of a second or subsequent meal (as the case may be) the Company shall provide such second and/or subsequent meals or make payment in lieu thereof as prescribed in 5.6.3(a)(i) and (ii).

**5.6.3(a)(iv)** 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, the employee shall be paid as prescribed in 5.6.3(a)(i) and 5.6.3(a)(ii) for meals which the employee has provided but which have become superfluous.

### 5.6.3(b) Holiday work

**5.6.3(b)(i)** An employee required to work on a holiday as per clause 7.6 - Public holidays, for more than ten hours shall either be supplied with a meal by the Company or paid \$7.60 for each meal. This provision does not apply, however, if the employee was notified on the previous day or earlier of the requirement to work.

**5.6.3(b)(ii)** Where the time to be worked on a holiday will necessitate the partaking of further meals the Company shall provide such meals or make payment in lieu thereof as prescribed above.

**5.6.3(b)(iii)** 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, the employee shall be paid as prescribed in 5.6.3(b)(i) for meals which the said employee has provided but which have become superfluous.

### 5.6.3(c) Work on Sundays

**5.6.3(c)(i)** An employee required to work on a Sunday for more than ten hours shall either be supplied with a meal by the Company or paid \$7.60 for each meal. This provision shall not apply, however, if the employee was notified on the previous day or earlier of the requirement to work.

**5.6.3(c)(ii)** Where the time to be worked on a Sunday will necessitate the partaking of further meals the Company shall provide such meals or make payment in lieu thereof as prescribed above.

**5.6.3(c)(iii)** 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, the employee shall be paid as prescribed in 5.6.3(c)(i) for meals which the employee has provided but which have become superfluous.

### 5.6.4 First aid allowance

An employee who has been trained to render first aid and who is the current holder of appropriate first aid qualifications such as a certificate from the St. John's Ambulance or similar body shall be paid a weekly allowance of \$9.80 (\$19.60 fortnightly) if the employee is appointed by the Company to perform first aid duty.

### 5.6.5 Vehicle allowance

An employee required to use his or her own vehicle in connection with the Company's business shall be paid for the use of such vehicle at the rate of 56 cents per kilometre.

### 5.6.6 Travelling allowance

#### 5.6.6(a) Excess travelling and fares

**5.6.6(a)(i)** An employee who on any day or from day to day is required to work at a job away from the employee's accustomed workshop or depot 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 job (in excess of the time normally spent in travelling from the employee's home to such

workshop or depot and returning) the employee shall be paid travelling time and also any fares reasonably incurred in excess of those normally incurred in travelling between the employee's home and such workshop or depot.

**5.6.6(a)(ii)** An 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 the employee would have incurred in using public transport unless the employee has an arrangement with the Company for a regular allowance.

**5.6.6(b)** Change of residence

An employee:

**5.6.6(b)(i)** engaged on one locality to work in another; or

**5.6.6(b)(ii)** sent, other than at the employee's own request, from the employee's 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 the employee has taken up permanent residence or abode at the new location.

**5.6.6(c)** Distant work

An employee sent from his/her usual locality to another (in circumstances other than those prescribed in 5.6.6(b)) and required to remain away from his/her usual place of abode shall be paid travelling time whilst necessarily travelling between such localities and expenses whilst so absent from his usual locality.

**5.6.6(d)** Payment for travelling

The rate of pay for travelling time shall be ordinary rate, except on a Sunday or a holiday referred to in 7.6 - public holidays of this award, when it shall be time and one half.

**5.6.6(e)** The maximum travelling time to be paid for shall be twelve hours out of every 24 hours or, when a sleeping berth is provided by the Company for all night travel, eight hours out of every 24.

**5.6.6(f)** Definition of expenses

**5.6.6(f)(i)** Expenses for the purpose of this clause means:

**5.6.6(f)(i)(1)** all fares reasonable incurred. The fares allowed are to be for rail travel, second class except where all night travelling is involved when they are to be first class with sleeping berth where available.

**5.6.6(f)(i)(2)** reasonable expenses incurred whilst travelling including \$7.60 for each meal taken;

**5.6.6(f)(i)(3)** a reasonable allowance to cover the cost incurred for board and lodging.

**5.6.6(f)(ii)** Where the Company requires an employee to travel in circumstances requiring the employee to stay away from the employee's home overnight, the Company shall pay for or reimburse the employee for all expenses incurred for travel, accommodation and meals.

**5.6.6(f)(iii)** An employee required to travel in accordance with this clause in normal working hours shall do so without loss of wages.

**5.6.7** Tool allowance - tradespersons and apprentices

**5.6.7(a)(i)** Except as otherwise provided tradespeople shall be paid an allowance of \$10.50 per week for supplying and maintaining tools ordinarily required in the performance of their work as tradespersons.

**5.6.7(a)(ii)** This allowance shall apply to apprentices on the same percentage basis as set out in 5.1.3 of this award.

**5.6.7(a)(iii)** The allowance shall apply for all purposes of the award.

**5.6.7(a)(iv)** Any tradesperson or apprentice who is not in receipt of a tool allowance shall be provided by the Company with all tools necessary for the performance of their duties.

**5.6.7(a)(v)** Notwithstanding 5.6.7(a)(i) to 5.6.7(a)(iv) of this clause, the Company shall provide for the use of tradespeople or apprentices all necessary power tools, special purpose tools, precision measuring instruments and snips used in the cutting of stainless steel, monel metal and similar hard metals.

**5.6.7(a)(vi)** Tradespeople or apprentices shall replace or pay for any tools supplied by the Company if lost through negligence.

#### 5.6.8 Gloves

**5.6.8(a)** Where the employee, as a part of their ordinary duties, is required to operate a pneumatic percussion tool used for chiselling, hammering or riveting the Company shall reimburse the employee the cost of purchasing suitable canvas or leather gloves. The provisions of this clause do not apply where the canvas or leather gloves are provided by the Company at the Company's expense.

**5.6.8(b)** Where an employee is engaged as a slinger, the Company shall reimburse the employee the cost of purchasing suitable canvas or leather gloves. The provisions of this clause do not apply where the canvas or leather gloves are provided by the Company at the Company's expense.

#### 5.6.9 Goggles

Where an employee is required to use emery wheels or rotary wire brushes the Company shall reimburse the employee the cost of purchasing suitable mica or other goggles (goggles containing celluloid are not suitable goggles). The provisions of this clause do not apply where the canvas or leather gloves are provided by the Company at the Company's expense or where protective equipment is fitted to a machine.

#### 5.6.10 Overalls

**5.6.10(a)** This clause will not apply to clerical, technical or supervisory employees.

**5.6.10(b)** Where an employee is required to wear overalls in the course of their duties, the Company must reimburse the employee for the cost of purchasing two pairs of overalls and the cost of laundering such overalls. The provisions of this clause do not apply where overalls are provided by the Company at the Company's expense and are laundered by the Company at the Company's expense.

5.6.11 Protective clothing - work with acids

**5.6.11(a)** Where an employee is required to work with acids or other substances of a like nature as a part of their duties the Company shall reimburse the employee the cost of purchasing adequate protective clothing and boots. The provisions of this clause do not apply where the protective clothing and boots are provided by the Company at the Company's expense.

**5.6.11(b)** Where an employee is engaged in wet rubbing as a part of their duties the Company shall reimburse the employee the cost of purchasing a rubber apron and rubber boots. The provisions of this clause do not apply where the rubber apron and rubber boots are provided by the Company at the Company's expense.

**5.6.11(c)** Where an employee is required to work in the rain the Company shall reimburse the employee for the cost of purchasing suitable protective clothing. The provisions of this clause do not apply where the protective clothing are provided by the Company at the Company's expense.

5.6.12 Protective equipment - welding

**5.6.12(a)** Where the employee is required to engage in welding operations and/or work in close proximity thereto, the Company shall reimburse the employee for the cost of purchasing suitable, sufficient and adequate protection. The provisions of this clause do not apply where the suitable, sufficient and adequate protection are provided by the Company at the Company's expense.

**5.6.12(b)** An employee who pursuant to this subclause is supplied with any of the equipment specified herein shall wear or use as the case may be such equipment in such a way as to achieve the purpose for which it is supplied.

5.6.13 Uniforms - gatekeeper/security officer

Where the Company requires an employee engaged as a gatekeeper and/or security officer to wear a uniform the Company shall reimburse the employee for the cost of purchasing the said uniform. The provisions of this clause shall not apply where the uniform is supplied by the Company at the Company's expense.

#### 5.6.14 Safety footwear

Where an employee is required to work in the plant and the employee is required to wear safety boots the Company shall upon commencement, or as soon as practicable thereafter, and every twelve months thereafter, reimburse the employee for the cost of purchasing such safety boots. The provisions of this clause do not apply where the safety boots are provided by the Company at the Company's expense. This clause shall not apply to technical employees except those required to regularly enter plant working areas.

#### 5.6.15 Compensation for damage to clothing and/or tools

Compensation must be made by the Company to the extent of the damage sustained where, in the course of work, clothing, spectacles, hearing aids or tools of trade are damaged or destroyed by fire or molten metal or through the use of corrosive substances. Provided that the Company's liability in respect of tools shall be limited to tools of trade which are ordinarily required for the performance of the employee's duties.

#### 5.6.16 Protective clothing and equipment allowance

The Company shall pay employees an allowance equal to the amount to fully reimburse the employee for the cost of purchase of all tools and precision and other measuring instruments and equipment or where required to wear protective clothing, as stipulated by the relevant law operating in Victoria. The provisions of this clause do not apply where the clothing and equipment is paid for by the Company.

#### 5.6.17 Case harden prescription lenses

In circumstances where the employee wears prescription glasses, and is required by the Company to have their prescription lenses case hardened to perform their work, the Company shall reimburse the employee an amount equal to the total cost of such hardening.

### 5.7 ACCIDENT PAY

### 5.7.1 Qualification for payment

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 which 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 its behalf, provided that:

**5.7.1(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 period as the employee receives a weekly payment under the relevant State legislation.

**5.7.1(a)(i)** Provided that if an employee on partial incapacity cannot obtain suitable employment from the Company, but such alternative employment is available with another employer then the employee's services may be terminated, however, in such a case the relevant amount of accident pay shall still be payable except in those cases where:

**5.7.1(a)(i)(1)** the termination is due to serious and/or wilful misconduct on the part of the employee;  
or

**5.7.1(a)(i)(2)** arises from a declaration of liquidation of the Company in which case the employee's entitlement shall be considered by the parties to this award.

**5.7.1(b)** The same conditions will apply in the case of an employee who is totally incapacitated and whose services are terminated while so incapacitated.

**5.7.1(c)** In order to qualify for the continuation of accident pay on termination an employee shall, if required, provide evidence to the Company of the continuing payment of weekly workers' compensation payments.

**5.7.2** Accident pay shall not apply to any 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 provision of this subclause 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.

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

**5.7.4** An employee on engagement may be required to declare all workers' compensation claims made by the employee or on the employee's 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 any entitlement to accident pay under this clause.

**5.7.5** Maximum period of payment

The maximum period of 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 5.7.16(b) of this clause.

**5.7.6** Absences on other paid leave

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

**5.7.7** Notice of injury

An employee, upon receiving an injury for which the employee 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.

**5.7.8** Medical examination

In order to receive entitlements 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 the employee's 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.

**5.7.9** Where there is a redemption of weekly compensation payments under the relevant State legislation the Company's liability to pay benefits under this clause shall cease as from the date of such redemption.

#### 5.7.10 Civil damages claims

**5.7.10(a)** An employee receiving or who has received accident pay shall advise the Company of any action the employee may institute or any claim the employee 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.

**5.7.10(b)** Where an employee obtains a verdict for damages in respect of an injury for which the employee has received benefits under this clause the Company's liability to pay such benefits shall cease from the date of such verdict; provided that if the verdict for damages is not reduced either in whole or part by the amount of the benefits so paid by the Company the employee shall pay to the Company the amount of such benefits already received in respect of that injury by which the verdict has not been so reduced.

**5.7.10(c)** Where an employee obtains a verdict for damages against a person other than the Company in respect of an injury for which the employee has received benefits under this clause the Company's liability to pay such benefits shall cease from the date of such verdict; provided that if the verdict for damages is not reduced either in whole or part by the amount of benefits so paid by the Company the employee shall pay to the Company any amount of such benefits already received in respect of that injury by which the verdict has not been so reduced.

#### 5.7.11 Insurance against liability

Nothing in this clause shall require the Company to insure against its liability for the payment of benefits under this clause.

#### 5.7.12 Variations in compensation rates

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.

#### 5.7.13 Death of employee

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

#### 5.7.14 Operation of clause

This clause shall only apply in respect of incapacity arising from any injury occurring or recurring on or after the beginning of the first pay period to commence on or after 1 March 1973.

#### 5.7.15 Payment for part of a week

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.

#### 5.7.16 Definitions

**5.7.16(a)** For the purpose of this clause accident pay shall mean:

##### 5.7.16(a)(i) Total incapacity

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 a day worker which would have

been payable under this award for the employee's normal classification of work for the week in question if the employee had been performing duties normally performed by the employee, provided that shift premiums, overtime payments, fares and travelling allowance, tool allowance, special rates or other similar payments shall not be included.

#### 5.7.16(a)(ii) Partial incapacity

In the case of an employee who is or 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 WorkCover board or equivalent authority or as agreed between the parties) and the total 38-hour weekly award rate for a day worker which would have been payable under this award for the employee's normal classification of work for the week in question if the employee had been performing duties normally performed by the employee; provided 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 5.7.16(a) 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.

**5.7.16(a)(iii)** In addition to the payments prescribed in 5.7.16(a)(i) and 5.7.16(a)(ii) above, an employee shall be paid those payments in excess of the appropriate award prescription which the employee would normally receive if absent on paid sick leave.

**5.7.16(b)** 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.

**5.7.16(c)** For the purposes of this clause relevant State legislation shall mean:

· In Victoria - *Workers' Compensation Act 1958*, as amended from time to time and the *Accident Compensation Act 1985* as amended from time to time and the *Victorian WorkCover Authority Act 1992* as amended from time to time, or any replacement legislation, whichever is applicable.

## 5.8 SUPERANNUATION

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

## 5.8.1 Definitions

For the purpose of this clause:

**5.8.1(a) Fund** means the ITAL Retirement and Life Insurance Fund (RALIF), Labour Union Co-Operative Retirement Fund (LUCRF), Superannuation Trust Australia (STA) and Clerical, Administrative and Related Employees Superannuation Fund (CARE) which comply with the Superannuation Industry (Supervision) Act 1993 as amended from time to time, and any scheme which may be made in succession thereto.

**5.8.1(b) Ordinary time earnings'** means an employee's award classification rate, any overaward payment, tool allowance, leading hand allowance and shift loading, including weekend and public holiday rates where the shift worked is part of the employee's ordinary hours of work. All other allowances and payments are excluded.

[5.8.1(c) varied by PR912120 from 20Nov01]

**5.8.1(c) Employee** shall mean an employee of Iveco Trucks Australia Limited who is employed as a permanent employee, whether full-time or part-time, junior or apprentice.

## 5.8.2 Company contributions

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

**5.8.2(b)** Company contributions shall be made monthly for pay periods completed and paid in such month or such other time and in such other manner as may be agreed between the Trustees of a Fund as defined in 5.8.1(a) and the company from time to time.

## 5.8.3 Voluntary employee contributions

**5.8.3(a)** Subject to governing rules of the relevant Fund, an employee who wishes to make contributions to the Fund may either forward his or her own contributions directly to the Fund administrators or authorise the company to pay into the Fund from the employee's wages, amounts specified by the employee.

**5.8.3(b)** Employee contributions to the Fund deducted by the company at an employee's request shall be held on the employee's behalf and subject to individual agreement shall meet the following conditions:

**5.8.3(c)(1)** The amount of contributions shall be expressed in whole dollars or a percentage of the employees ordinary times earnings.

**5.8.3(c)(2)** Subject to the governing rules of the relevant Fund, an employee shall have the right to adjust the level of contributions made on his or her own behalf from the first of the month following the giving of three months written notice to the company.

**5.8.3(c)(3)** Contributions deducted under this clause shall be forwarded to the Fund at the same time as contributions under 5.8.2.

#### 5.8.4 Absence from work

Subject to the governing rules of the Fund of which an employee is a member the following provisions shall apply.

##### 5.8.4(a) Paid leave

Contributions shall continue whilst a member of a Fund is absent on paid annual leave, sick leave, long service leave, public holidays, jury service, bereavement leave or other paid leave.

##### 5.8.4(b) Unpaid leave

Contributions shall not be required to be made in respect of absence from work without pay.

5.8.4(c) Work related injury or illness

In the event of an employee's absence from work being due to work-related injury or work-related illness, contributions at the normal rate shall continue for the period of the absence (subject to a maximum of 52 weeks total) provided that:

**5.8.4(c)(1)** The member of the Fund is receiving workers' compensation payments or is receiving regular payments directly from the employer in accordance with statutory requirements, and

**5.8.4(c)(2)** The person remains an employee of the company.

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

6.1 HOURS OF WORK

6.1.1 Day workers

**6.1.1(a)** The ordinary hours of work shall be an average of 38 hours per week to be worked on one of the following basis:

**6.1.1(a)(i)** 38 hours within a work cycle not exceeding seven consecutive days; or

**6.1.1(a)(ii)** 76 hours within a work cycle not exceeding fourteen consecutive days; or

**6.1.1(a)(iii)** 114 hours within a work cycle not exceeding 21 consecutive days; or

**6.1.1(a)(iv)** 152 hours within a work cycle not exceeding 28 consecutive days; or

**6.1.1(a)(v)** Any other work cycle during which a weekly average of 38 ordinary hours are worked.

**6.1.1(b)** The ordinary hours shall be worked between Monday and Friday inclusively.

**6.1.1(c)** The ordinary hours of work shall be worked continuously, except for meal breaks, at the discretion of the Company between 6.00 a.m. and 6.00 p.m. Provided that the spread of hours may be altered by mutual agreement between the Company and the majority of employees in the plant or section or sections concerned.

Provided further that work done prior to the spread of hours fixed in accordance with this subclause for which overtime rates are payable shall be deemed for the purposes of this subclause to be part of the ordinary hours of work.

#### 6.1.2 Maximum daily ordinary hours

The ordinary hours of work shall not exceed ten hours on any day. Provided that in any arrangement of ordinary working hours when the ordinary working hours are to exceed eight on any day, the arrangement of hours shall be subject to the agreement of the Company and the majority of employees in the plant or section or sections concerned.

#### 6.1.3 Daylight saving

**6.1.3(a)** Notwithstanding anything elsewhere contained in this award where, by reason of State legislation, summer time is prescribed as being in advance of the standard time of the State, the length of any shift:

**6.1.3(a)(i)** commencing before the time prescribed by the relevant legislation for the commencement of a summer time period; and

**6.1.3(a)(ii)** commencing on or before the time prescribed by such legislation for the termination of a summer time period;

shall be deemed to be the number of hours represented by the difference between the time recorded by the clock at the beginning of the shift and the time so recorded at the end thereof, the time of the clock in each case to be set to the time fixed pursuant to the relevant State legislation.

**6.1.3(b)** In this subclause the expression standard time and summer time shall bear the same meanings as are prescribed by the relevant State legislation.

#### 6.1.4 Method of arranging ordinary working hours

**6.1.4(a)** Ordinary hours of work shall be an average of 38 hours per week as provided in clauses 6.1 - Hours of work and 6.4 - Shift work, of this award.

**6.1.4(b)** Except as provided in 6.1.4(c) and 6.1.4(d), the 38 hour week may be worked by any one of the following:

**6.1.4(b)(i)** by employees working less than eight ordinary hours each day; or

**6.1.4(b)(ii)** by employees working less than eight ordinary hours on one or more days each week;  
or

**6.1.4(b)(iii)** by programming one weekday on which all employees will be off during a particular work cycle; or

**6.1.4(b)(iv)** by rostering employees off on various days of the week during a particular work cycle so that each employee has one day off during that cycle.

**6.1.4(c)** Subject to the provisions of 6.1.2 and 6.4.2(b) the Company and the majority of employees in the plant or section or sections concerned may agree that the ordinary working hours are to exceed eight on any day, thus enabling a week day off to be taken more frequently than would otherwise apply (e.g. work 7 hours 27 minutes on nine week days during a cycle of two weeks with the tenth day to be taken off).

**6.1.4(d)** Circumstances may arise where different methods of implementation of a 38 hour week apply to various groups or sections of employees in the plant or establishment concerned.

**6.1.4(e)** Notice of days off

Except as provided in 6.1.4(f) below, in cases where by virtue of the arrangement of an employee's ordinary working hours, an employee, in accordance with 6.1.4(b)(iii) and 6.1.4(b)(iv) above, is entitled

to a day off during a particular work cycle, such employee shall be advised by the Company at least four weeks in advance of the week day to be taken off.

#### 6.1.4(f) Substitute days

**6.1.4(f)(i)** The Company, with the agreement of the majority of employees concerned, may substitute the day an employee is to take off in accordance with 6.1.4(b)(iii) and 6.1.4(b)(iv) above.

**6.1.4(f)(ii)** An individual employee, with the agreement of the Company, may substitute the day to be taken off for another day.

**6.1.4(f)(iii)** Where exceptional circumstances arise requiring production in specific areas on a programmed or rostered day off, the Company shall have the right to schedule employees to take days off on other days in lieu of the rostered day off. Exceptional circumstances include situations where emergency production is required as a result of factors such as major machine breakdowns, late delivery of parts, supplier problems and other situations which may potentially lead to the standing down of employees.

**6.1.4(g)** Where the Company or employees desire to alter the method of implementation of the 38 hour week once it has been established the procedures set out in 6.1.4(b), 6.1.4(c) and 6.1.4(d) of this clause shall be followed. In the absence of agreement as to the method of implementation of the 38 hour week the parties shall follow the dispute resolution procedure in clause 3.1.

**6.1.4(h)** Except as provided in 6.1.4(e) and 6.1.4(f), in cases where, by virtue of the arrangement of the ordinary hours, an employee in accordance with this clause is entitled to a day off during a particular work cycle, such employee shall be advised by the Company, at least four weeks in advance of the week day which is to be taken off, provided that a lesser period of notice may be agreed by the Company and the majority of employees in the establishment or section(s) concerned.

## 6.2 BREAKS

### 6.2.1 Meal breaks

**6.2.1(a)** Meal breaks shall be for a period of not less than twenty minutes and not more than 60 minutes.

**6.2.1(b)** Except as provided in 6.2.1(d) below an employee shall not be required to work more than six hours without a break for a meal. An employee working beyond six hours shall be paid at the rate of time and one half until the employee receives a break.

**6.2.1(c)** Except as provided in 6.2.1(d) below and except where any alternative arrangement is entered into by agreement between the Company and the majority of employees concerned, for all work done during meal hours and thereafter until a meal break is allowed time and a half rates shall be paid.

**6.2.1(d)** This clause shall not apply to employees on continuous work shifts as defined in 6.4.1(a).

**6.2.2** Rest period or relief time

**6.2.2(a)** Plant employees

Weekly paid employees shall be entitled to two rest periods or relief times on each day not exceeding twelve minutes. The first twelve minutes to be allowed between the time of commencing work and the usual meal interval; the second of twelve minutes to be allowed between the usual meal interval and the time of ceasing work for the day. Such rest periods or relief times are to be counted as part of time worked.

**6.2.2(b)** Clerical, technical and supervisory employees

Fortnightly paid employees shall be allowed a paid rest period of twelve minutes within four hours of commencing work, at an agreed time.

**6.2.2(c)** Rest period after working on a public holiday

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 such employee has had ten consecutive hours off duty, without deduction of pay for ordinary time of duty occurring during such absence.

**6.2.2(d)** Rest pause after work on a Sunday

An 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 the employee has had ten consecutive hours off duty, without deduction of pay for ordinary time off duty occurring during such absence.

### 6.2.3 Crib time

#### 6.2.3(a) Holiday work

**6.2.3(a)(i)** An employee working on a holiday for more than ten hours shall at the end of eight hours be allowed a crib break of twenty minutes which shall be paid for at ordinary rate.

**6.2.3(a)(ii)** The Company and an employee may agree to a variation of this subclause to meet the circumstances of the work in hand; provided that the Company shall not be required to make payment in respect of any time allowed in excess of twenty minutes.

#### 6.2.3(b) Sunday work

**6.2.3(b)(i)** An employee working on a Sunday for more than ten hours shall at the end of eight hours be allowed a crib break of twenty minutes which shall be paid for at ordinary rate.

**6.2.3(b)(ii)** An employee 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 the employee continues work after such crib break.

**6.2.3(b)(iii)** The Company and an employee may agree to a variation of this subclause 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.

#### 6.2.3(c) Overtime

**6.2.3(c)(i)** An employee working overtime for more than two 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.

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

**6.2.3(c)(iii)** The Company and an employee may agree to any variation of this subclause 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.

## 6.3 OVERTIME

### 6.3.1 Payment for working overtime

**6.3.1(a)** 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 work except when the time is worked:

**6.3.1(a)(i)** by arrangement between the employees themselves;

**6.3.1(a)(ii)** for the purpose of effecting the customary rotation of shifts; or

**6.3.1(a)(iii)** on a shift to which an employee is transferred on short notice as an alternative to standing the employee down in circumstances which would entitle the Company to deduct payment for a day in accordance with clause 4.5 - Stand down of employee, of this award.

**6.3.1(b)** For the purposes of this clause ordinary hours shall mean the hours of work fixed in an establishment in accordance with 6.1.4, or 6.4.1.

**6.3.1(c)** The hourly rate when computing overtime shall be determined by dividing the appropriate weekly rate by 38, even in cases where an employee works more than 38 ordinary hours in a week.

### 6.3.2 Extra rate not cumulative

The extra rates prescribed by 6.3.1 are in substitution for and not cumulative upon the shift work rates prescribed by clause 5.3 - Rates for shift workers.

### 6.3.3 Rest period before recommencing work

**6.3.3(a)** 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.

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

**6.3.3(c)** If on the instructions of the Company such employee resumes or continues work without having had such ten consecutive hours off duty, the employee shall be paid at double rates until released from duty for such period and shall be entitled to be absent from duty for a period of ten consecutive hours without the loss of pay for ordinary working time occurring during such absence.

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

**6.3.3(d)(i)** For the purpose of changing shift rosters; or

**6.3.3(d)(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

**6.3.3(d)(iii)** Where a shift is worked by arrangement between the employees themselves;

**6.3.3(d)(iv)** On a Saturday.

### 6.3.4 Standing by

Subject to any custom now prevailing under which an employee is required regularly to stand-by in readiness for a call back, an employee directed by the Company to stand-by in readiness to work outside the employee's ordinary hours shall for the period so required to stand-by in readiness be paid standing-by time at ordinary rate from the time which the employee is to stand-by in readiness.

#### 6.3.5 Call back

**6.3.5(a)** 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 such recall, 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 the employee was recalled to perform is completed within a shorter period.

**6.3.5(b)** The provision of 6.3.5(a) shall not apply:

**6.3.5(b)(i)** in cases where it is customary for an employee to return to the Company's premises to perform a specific job outside the employee's working hours; or

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

**6.3.5(c)** 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 subclause shall not be regarded as overtime for the purpose of 6.3.3.

#### 6.3.6 Transport of employees

When an employee, after having worked overtime or a shift for which the employee has not been regularly rostered, finished work at a time when reasonable means of transport are not available the Company shall provide the employee with conveyance to the employee's home, or pay the employee's current wage for the time reasonably taken in reaching the employee's home.

#### 6.3.7 Requirements to work reasonable overtime

The Company may require an employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirements.

#### 6.3.8 Part-time employee overtime rates

A part-time employee who works in excess of the hours fixed under the weekly contract of employment shall be paid overtime in accordance with 6.3.1 of this clause.

### 6.4 SHIFT WORK

#### 6.4.1 Continuous work shifts

**6.4.1(a)** For the purposes of this clause and clause 5.3 - Rates for shift workers, the expression continuous work means work carried on with consecutive shifts of employees throughout the 24 hours of each of the least five consecutive days without interruption except during breakdowns or meal breaks (if any).

**6.4.1(b)** An employee working on continuous work shifts shall work thereof such number of shifts up to six per weeks 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).

#### 6.4.2 Hours - continuous work shifts

**6.4.2(a)** This subclause shall apply to shift workers on continuous work as hereinbefore defined. The ordinary hours of shift workers shall average 38 per week inclusive of crib time and shall not exceed 152 hours in 28 consecutive days, provided that where the Company and the majority of employees concerned agree, a roster system may operate on the basis that the weekly average of 38 ordinary hours is achieved over a period which exceeds 28 consecutive days.

**6.4.2(b)** Subject to the following conditions, such shift workers shall work at such times as the Company may require:

**6.4.2(b)(i)** A shift shall consist of not more than ten hours inclusive of crib time. Provided that in any arrangement of ordinary working hours where the ordinary working hours are to exceed eight on any shift the arrangement of hours shall be subject to the agreement of the Company and the majority of employees concerned.

**6.4.2(b)(ii)** Except at the regular change over of shifts, an employee shall not be required to work more than one shift in each 24 hours.

**6.4.2(b)(iii)** Twenty minutes shall be allowed to shift workers each shift for crib which shall be counted as time worked.

**6.4.3** Hours other than continuous work

**6.4.3(a)** This subclause shall apply to shift workers not upon continuous work as defined above.

**6.4.3(b)** Subject to 6.1.4, the ordinary hours of work shall be an average of 38 per week to be worked on one of the following bases:

**6.4.3(b)(i)** 38 hours within a period not exceeding seven consecutive days; or

**6.4.3(b)(ii)** 76 hours within a period not exceeding fourteen consecutive days; or

**6.4.3(b)(iii)** 114 hours within a period not exceeding 21 consecutive days; or

**6.4.3(b)(iv)** 152 hours within a period not exceeding 28 consecutive days;

**6.4.3(b)(v)** Any other work cycle during which a weekly average of 38 ordinary hours are worked.

**6.4.3(c)** The ordinary hours shall be worked continuously except for meal breaks at the discretion of the Company. An employee shall not be required to work for more than six hours without a break for a meal. Except at regular change-over of shifts an employee shall not be required to work more than one shift in each 24 hours.

**6.4.3(d)** Provided that the ordinary hours of work prescribed herein shall not exceed ten hours on any day.

**6.4.3(e)** Provided further that in any arrangement of ordinary working hours where the ordinary working hours are to exceed eight on any day, the arrangement of hours shall be subject to the agreement of the Company and the majority of employees concerned.

#### 6.4.4 Rosters

Shift rosters shall specify the commencing and finishing times of ordinary working hours of the respective shifts.

#### 6.4.5 Variation by agreement

**6.4.5(a)** Subject to 6.4.2 and 6.4.3 the method of working shifts may in any case be varied by agreement between the Company and the majority of employees concerned.

**6.4.5(b)** The time of commencing and finishing shifts once having been determined may be varied by agreement between the Company and the majority of employees concerned to suit the circumstances of the establishment or in the absence of agreement by seven day's notice of alteration given by the Company to the employees.

### PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

#### 7.1 ANNUAL LEAVE

##### 7.1.1 Period of leave

**7.1.1(a)** A period of 152 hours (4 x 38 hour weeks) leave will be allowed annually to employees after twelve months continuous service (less the period of annual leave) as an employee on weekly or fortnightly hiring in any one or more of the occupations to which this award applies.

**7.1.1(b)** An employee shall accrue annual leave at a rate of 2.923 hours for each 38 ordinary working hours worked.

##### 7.1.2 Seven-day shift workers

**7.1.2(a)** In addition to the leave prescribed in clause 7.1.1(b), seven-day shift workers, that is, shift workers who are rostered to work regularly on Sundays and the holidays referred to in 7.5.1 of this award, shall be allowed seven consecutive days leave including non-working days.

**7.1.2(b)** Where an employee with twelve months continuous service is engaged for part of the twelve monthly period as a seven-day shift worker, the employee shall be entitled to have the period of leave to which the said employee is entitled as prescribed in 7.1.1 increased by 43 minutes for each week the employee is continuously engaged as aforesaid.

### 7.1.3 Annual leave exclusive of public holidays

**7.1.3(a)** If a public holiday (as defined in 7.5.1) falls within an employee's period of annual leave, there shall be added to that period one day for each holiday falling as aforesaid.

**7.1.3(b)** Where a holiday falls as described above and the employee fails without reasonable cause (proof will lie with the employee) to attend for work at the ordinary starting time on the first working day immediately following the last day of the period of the employee's annual leave, there will be no entitlement to be paid for the holiday.

### 7.1.4 Broken leave

The annual leave shall be given and taken in one or two continuous periods or if the Company and the employee so agree in three separate periods but not otherwise.

### 7.1.5 Calculation of continuous service

**7.1.5(a)** For the purpose of this clause service shall be deemed to be continuous notwithstanding:

**7.1.5(a)(i)** any interruption or determination of the employment by the Company if such interruption or determination has been made merely with the intention of avoiding obligations hereunder in respect of leave of absence;

**7.1.5(a)(ii)** any absence from work on account of personal sickness or accident or on account of leave lawfully granted by the Company; or

**7.1.5(a)(iii)** any absence with reasonable cause proof whereof shall lie upon the employee.

**7.1.5(b)** In the case of personal sickness or accident or absence with reasonable cause, an employee to become entitled to the benefit of this subclause shall have complied with 7.2.1(a)(ii), 7.2.1(a)(iii).

**7.1.5(c)** Any absence from work by reason of any cause not being a cause specified in this subclause 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.

**7.1.5(d)** 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.

**7.1.5(e)** A notice to an individual employee may be given by delivering it to the employee personally or by posting it to the employees' last recorded address, in which case it shall be deemed to have reached the employee in due course of post.

**7.1.5(f)** In calculating the period of twelve months continuous service, the following absences shall be taken into account and counted as time worked:

- up to 152 ordinary working hours in a twelve month period in the case of sickness or accident;
- long service leave taken by an employee in accordance with 7.6 - Long service leave.

#### 7.1.6 Calculation of service

Where the Company is a successor or assignee or transmittee of a business, if any employee was in the employment of the Company's predecessor at the time when it became such successor or assignee or

transmittee, the employee in respect of the period during which the employee was in the service of the predecessor shall for the purpose of this clause be deemed to be in the service of the Company.

#### 7.1.7 Calculation of month

For the purpose of this clause a month shall be reckoned as commencing with the beginning of the first day of employment or period of employment in question and as ending at the beginning of the day which in the latest month in question has the same date number as that which the commencing day had in its month and if there be no such day in such subsequent month be reckoned as ending at the end of such subsequent month.

#### 7.1.8 Calculation of week

For the purpose of this clause a week shall be reckoned as commencing with the beginning of the first day of employment or period of employment in question and as ending at the beginning of the similarly named day in the latest week in question.

#### 7.1.9 Leave to be taken

The annual leave provided for by this clause shall be allowed and shall be taken and except as provided by 7.1.13 and 7.1.14 payment shall not be made or accepted in lieu of annual leave.

#### 7.1.10 Time of taking leave

Annual leave shall be given at a time fixed by the Company within a period not exceeding nine months from the date when the right to annual leave accrued and after not less than four weeks' notice to the employee. The Company and an employee may agree to postpone the taking of leave beyond nine months but in no case will it be postponed beyond twelve months from the date when the right to annual leave accrued.

#### 7.1.11 Leave allowed before due date

**7.1.11(a)** 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.

**7.1.11(b)** Where leave has been granted to an employee pursuant to this subclause before the right hereto 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  $\frac{1}{52}$ nd of the amount of wage paid on account of the annual leave, which amount shall not include any sums paid for any of the holidays referred to in 7.5.1.

#### 7.1.12 Payment for period of leave

**7.1.12(a)** Except as provided in 7.1.12(b) and 7.1.12(d) an employee before going on leave shall be paid four weeks wages. Provided that payment for the period specified in 7.1.1 of this clause shall not exceed 152 ordinary hours.

**7.1.12(b)** A seven day shift worker shall be paid the amount of wages normally received in respect of the ordinary time which the employee would have worked had the employee not been on leave during the relevant period.

**7.1.12(c)** For the purpose of this subclause, wages shall be at the rate prescribed by Part 5 - Payment of wages of this award for the occupation in which the employee was ordinarily employed immediately prior to the commencement of the employee's leave.

**7.1.12(d)** An employee who at company instigation is moved to duties carrying a lower classification within four weeks of taking annual leave shall be paid for such annual leave at the rate prescribed for the higher classifications.

**7.1.12(e)** Notwithstanding the foregoing provisions of this subclause employees shall for annual leave be paid the rates prescribed by this subclause plus an amount equal to 17.5% or their shift premium whichever is the greater.

#### 7.1.13 Proportionate leave on termination

**7.1.13(a)** An employee who after one month's continuous service with the Company lawfully leaves the employment of the Company or whose employment is terminated by the Company:

**7.1.13(a)(i)** If other than a seven-day shift worker, shall be paid 2.923 hours for each 38 ordinary hours worked and in respect of which leave had not been granted under this clause at the appropriate rate of wage calculated in accordance with 7.1.12 of this clause.

**7.1.13(a)(ii)** If employed as a seven-day shift worker for the whole of the period for which the employee is entitled to proportionate leave, shall be paid at the ordinary rate of wage for 3.654 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.

**7.1.13(a)(iii)** If employed as a seven-day shift worker for part only of the period for which the employee is entitled to proportionate leave, shall be paid at the rate prescribed in 7.1.13(a)(ii) above plus 43 minutes for each week the employee was continuously employed as a seven day shift worker.

**7.1.13(b)** For the purposes of this subclause, wages shall be at the rate prescribed this award for the occupation in which the employee was ordinarily employed immediately prior to the termination of employment of the employee.

#### 7.1.14 Annual close down

**7.1.14(a)** 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:

**7.1.14(a)(i)** It may be giving not less than four week's notice of its intention to do so, 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 7.1.1, paid leave on a proportionate basis at the appropriate rate of wage as prescribed in 7.1.12 for 2.923 hours for each 38 ordinary hours worked.

**7.1.14(a)(ii)** An employee who has then qualified for a full entitlement to annual leave for twelve months continuous service pursuant to 7.1.1, and has also completed a further week or more of continuous service shall be allowed leave and shall also be paid at the appropriate rate of wage as prescribed by 7.1.12, 2.923 hours for each 38 ordinary hours worked since the close of the employee's last twelve monthly qualifying period.

**7.1.14(a)(iii)** The next twelve-monthly qualifying period for each employee affected by such close

down shall commence from the day on which the plant or section or sections is re-opened for work.

**7.1.14(a)(iii)(1)** Provided that all time during which the employee is stood off without pay for the purposes of this subclause shall be deemed to be time of service to the next twelve-monthly qualifying period.

**7.1.14(a)(iv)** If an employee in the first year of service with the Company is allowed proportionate annual leave under 7.1.14(a)(i) above and subsequently within such year lawfully leaves the Company or employment is terminated by the Company through no fault of the employee, the employee shall be entitled to the benefit of 7.1.13 subject to adjustment for any proportionate leave which the employee may have been allowed as aforesaid.

#### 7.1.15 Dividing leave

As an alternative to the methods of allowing leave prescribed by 7.1.4 and 7.1.14 of this clause, the Company may require the annual leave to which an employee is entitled to be taken in two separate parts by means of either:

**7.1.15(a)** closing down its plant or any section or sections thereof for the purpose of allowing annual leave to all or to the bulk of employees employed therein;

**7.1.15(b)** the rostering of periods during which annual leave shall be taken; or

**7.1.15(c)** a combination of a period of closedown and rostering of leave, in such proportions as the Company shall nominate.

Provided that where leave is granted as a combination of a period of close down and rostering of leave 7.1.10 of this clause shall not apply and the rostered leave shall be given at a time fixed by the Company within a period not exceeding twelve months from the date of the conclusion of period of close down.

#### 7.1.16 Part-time employees

Where the employee has completed twelve months' continuous service, the employee shall receive an entitlement of four weeks leave at the number of ordinary hours which would otherwise have been worked during the period of leave. Where the employee is entitled to pro rata leave on termination or at a close down in accordance with this award, the employee shall receive 2.923 hour paid at the appropriate

rate of wage for each 38 ordinary hours worked.

#### 7.1.17      Sickness during annual leave

**7.1.17(a)**    Where an employee suffers an illness or injury for five or more consecutive working days during annual leave and the period of illness is covered by a doctors certificate, the employee will be entitled to payment of sick leave for the period of incapacity subject to the employee having an accrued sick leave credit. The employee will subsequently be granted a period of annual leave equivalent to the period of sick leave taken during annual leave.

**7.1.17(b)**    Satisfactory evidence is to be provided in a certificate of a registered medical practitioner, obtained during the period of illness or injury. To qualify an employee must have been unfit to attend for normal duty if required on the days for which sick leave is claimed.

**7.1.17(c)**    When a claim for sick leave is allowed, any applicable annual leave loading will not be paid during the next period of annual leave taken equivalent to the relevant period of illness.

## 7.2      PERSONAL/CARER'S LEAVE

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

### 7.2.1      Amount of paid personal/carer's leave

**7.2.1(a)**    Paid personal leave will be available to an employee when they are absent due to:

- personal illness or injury (sick leave); or
  
- for the purposes of caring for an immediate family member or household who is sick and requires the employee's care and support (carer's leave).

### 7.2.1(b)    Entitlement

Personal leave of:

- five days will be available in the first year of service;
- eight days will be available per annum in the second, third and fourth, years of service;
- ten days will be available per annum in the fifth and subsequent years of service.

#### 7.2.1(c) Accumulation of personal leave

Personal leave may accumulate from year to year.

##### 7.2.1(c)(i) First year of employment

At the end of the first year of employment, unused personal leave accrues by the lesser of:

**7.2.1(c)(i)(1)** five days less the amount of sick leave and carer's leave taken during the year; or

**7.2.1(c)(i)(2)** the balance of the year's unused personal leave.

##### 7.2.1(c)(ii) Second, third and fourth years of employment

At the end of each of the second, third and fourth years of employment, unused personal leave accrues by the lesser of:

**7.2.1(c)(ii)(1)** eight days per annum less the amount of sick leave and carer's leave taken during the current year; or

**7.2.1(c)(ii)(2)** the balance of the year's unused personal leave.

### 7.2.1(c)(iii) Fifth and subsequent years of employment

At the end of the fifth and subsequent years of employment, unused personal leave accrues by the lesser of:

**7.2.1(c)(iii)(1)** ten days per annum less the amount of sick leave and carer's leave taken during the current year; or

**7.2.1(c)(iii)(2)** the balance of the year's unused personal leave.

### 7.2.2 Immediate family or household

**7.2.2(a)** The entitlement to use personal leave for the purpose of carer's leave is subject to the person being either:

- a member of the employee's immediate family; or
- a member of the employee's household.

**7.2.2(b)** The term immediate family includes:

- spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse means a person of the opposite sex to the employee who lives with the employee as his or her husband or wife on a bona fide domestic basis; and
- child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

### 7.2.3 Sick leave

### 7.2.3(a) Entitlement

The amount of personal leave an employee may take as sick leave depends on how long they have worked for the employer and accrues as follows:

- five days in the first year of service (an employee is not entitled to paid sick leave during his or her first month of service)
- eight days per annum in the second, third and fourth years of service;
- ten days per annum in the fifth and subsequent years of service.

### 7.2.3(b) Use of accumulated sick leave

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

### 7.2.3(c) Notification of absence

The employee must at the ordinary starting time where practicable, but in any case no later than 24 hours from the commencement of the absence, notify the Company of:

- the inability to attend for duty due to personal illness or injury, and
- the estimated duration of his or her absence.

### 7.2.3(d) Proof of inability to attend work

The employee must prove to the satisfaction of the Company that he or she was unable to attend work due to illness or injury on the day or days for which sick leave is claimed.

### 7.2.3(e) Continuity of service

Absences due to accidents for which workers' compensation is paid or payable will be counted as continuous employment for the purposes of this clause. Absences due to sick leave under this clause, approved leave without pay, annual leave, long service leave and public holidays will be counted as continuous employment for the purposes of this clause.

### 7.2.3(f) Workers compensation

An employee is not entitled to sick leave where he or she is entitled to workers' compensation.

### 7.2.3(g) Single day absences

#### 7.2.3(g)(a) Employee with more than one month's service

An employee with more than one month's service is entitled to paid sick leave for a maximum of three single days in their first year due to personal injury or illness without producing to the Company a medical certificate from a qualified medical practitioner to prove that he or she was unfit to work. Any absences above the three occasions or multiple day absences will not be paid sick leave unless he or she produces to the Company a medical certificate.

#### 7.2.3(g)(b) Employee with more than one year but less than five years service

An employee with more than one year but less than five years of service is entitled to be paid sick leave for a maximum of six single days each year due to personal injury or illness without producing the Company a medical certificate from a qualified medical practitioner to prove that he or she was unfit to work. Any single day absences above the six occasions mentioned require a medical certificate. The employee is not entitled to multiple day absences of paid sick leave unless he/she produces to the Company a medical certificate.

#### 7.2.3(g)(c) Employee with five years' service or more

An employee with five years service or more is entitled in his or her fifth and subsequent years of service to the eight single days of paid sick leave due to personal injury or illness without a medical

certificate. Any single day absences above the eight occasions or multiple day absences will not be paid sick leave unless he or she produces to the Company a medical certificate.

#### 7.2.3(h) Definition of year

For the purpose 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.

#### 7.2.3(i) Broken service

If an employee is terminated by the Company through no fault of the employee and is re-engaged by the Company within a period of six months then the employee's unclaimed balance of sick leave shall continue from the date of re-engagement. In such a case the employee's next year of service will commence after a total of twelve months has been served with the Company, excluding the period of interruption in service from the date of commencement of the previous period of employment or the anniversary of the commencement of the previous period of employment, as the case may be.

#### 7.2.4 Carer's leave

##### 7.2.4(a) Entitlement

An employee with responsibilities in relation to either members of his or her immediate family or household who need their care and support is entitled to use up to five days personal leave each year as carer's leave. Leave may be taken for part of a single day.

##### 7.2.4(b) Responsibility for care

The entitlement to use personal/carer's leave is subject to the employee being responsible for the care of the person concerned.

#### 7.2.4(c) Proof that person needs care

The employee must, if required by the Company, provide a medical certificate or statutory declaration to establish the illness of the person concerned and that the illness is such as to require care by another.

#### 7.2.4(d) Another person in carer's leave

In normal circumstances an employee must not take carer's leave under this clause where another person has taken leave to care for the same person.

#### 7.2.4(e) Notification of absence

**7.2.4(e)(i)** The employee must, where practicable, give the Company notice, prior to the absence, of the intention to take leave and provide:

- the name of the person requiring care;
- their relationship to the employee;
- the reasons for taking such leave, and
- the estimated length of absence.

**7.2.4(e)(ii)** If it is not practicable for the employee to give prior notice of absence, the employee must notify the Company by telephone of such absence at the first opportunity on the day of absence.

#### 7.2.4(f) Deduction from personal/carer's leave

Each day or part of a day of carer's leave taken in accordance with 7.2.4 is to be deducted from the amount of personal/carer's leave provided in 7.2.1. of this clause up to a maximum of five days each year.

#### 7.2.4(g) Use of accumulated sick leave

An employee is entitled to use accumulated sick leave as paid carer's leave if the employee has used the current year's personal/carer's leave entitlement. An exception to this is where an employee has already taken five days carer's leave in the current year.

#### 7.2.4(h) Unpaid carer's leave

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

#### 7.2.4(i) Grievance process

Clause 3.1 - Dispute resolution procedure, applies to a dispute about the effect or operation of this clause.

### 7.3 BEREAVEMENT LEAVE

**7.3.1** An employee after one month's continuous service with the Company shall be entitled to three days leave without loss of pay on each occasion and on the production of satisfactory evidence of the death within Australia of a member of the employee's immediate family or household as defined in 7.2.2. This clause will also apply to deaths outside Australia where the employee leaves Australia to attend the funeral.

**7.3.2** Where an employee with one month's continuous service with the Company provides satisfactory evidence of the death outside Australia of a member of the employee's immediate family or household as defined in 7.2.2, the employee shall be entitled to one day's leave without loss of pay on each such occasion.

#### 7.3.3 Death during annual leave

If the death occurs while the employee is on annual leave, then on application and on production of satisfactory evidence, a re-credit of the annual leave entitlement will be made for the relevant period during which bereavement leave is allowed.

## 7.4 PARENTAL LEAVE

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

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.

### 7.4.1 Definitions

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

**7.4.1(b)** Subject to 7.4.1(c), in this clause, spouse includes a de facto or former spouse.

**7.4.1(c)** In relation to 7.4.5, spouse includes a de facto spouse but does not include a former spouse.

### 7.4.2 Basic entitlement

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

**7.4.2(b)** Subject to 7.4.6(f) - Special maternity leave, parental leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:

**7.4.2(b)(i)** for maternity and paternity leave, an unbroken period of one week at the time of the birth of the child;

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

### 7.4.3 Maternity leave

**7.4.3(a)** An employee must provide notice to the Company in advance of the expected date of commencement of parental leave. The notice requirements are:

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

**7.4.3(a)(ii)** of the date on which the employee proposes to commence maternity leave and the period of leave to be taken - at least four weeks.

**7.4.3(b)** When the employee gives notice under 7.4.3(a)(i) the employee must also provide a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.

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

**7.4.3(d)** Subject to 7.4.2(a) and unless agreed otherwise between the Company and employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of the birth.

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

### 7.4.3(f) Special maternity leave

**7.4.3(f)(i)** Where the pregnancy of an employee not then on maternity leave terminates after 28

weeks other than by the birth of a living child, then the employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.

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

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

**7.4.3(g)** Where leave is granted under 7.4.3(d), during the period of leave an employee may return to work at any time, as agreed between the Company and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.

#### 7.4.4 Paternity leave

**7.4.4(a)** An employee will provide the Company at least ten weeks prior to each proposed period of paternity leave, with:

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

**7.4.4(a)(ii)** written notification of the dates on which he proposes to start and finish the period of paternity leave; and

**7.4.4(a)(iii)** a statutory declaration stating:

**7.4.4(a)(iii)(1)** he will take that period of paternity leave to become the primary care-giver of a child;

**7.4.4(a)(iii)(2)** particulars of any period of maternity leave sought or taken by his spouse; and

**7.4.4(a)(iii)(3)** that for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

**7.4.4(b)** The employee will not be in breach of 7.4.4(a) if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

#### 7.4.5 Adoption leave

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

**7.4.5(b)** Before commencing adoption leave, an employee will provide the Company with a statutory declaration stating:

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

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

**7.4.5(b)(iii)** that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.

**7.4.5(c)** The Company may require an employee to provide confirmation from the appropriate government authority of the placement.

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

**7.4.5(e)** An employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept

earlier or later placement of a child, the death of a spouse, or other compelling circumstances.

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

#### 7.4.6 Variation of period of parental leave

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

#### 7.4.7 Parental leave and other entitlements

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

#### 7.4.8 Transfer to a safe job

**7.4.8(a)** Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee will, if the Company 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.

**7.4.8(b)** If the transfer to a safe job is not practicable, the employee may elect, or the Company may require the employee, to commence parental leave for such period as is certified necessary by a registered medical practitioner.

#### 7.4.9 Returning to work after a period of parental leave

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

**7.4.9(b)** An employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to 7.4.8, the employee will be entitled to return to the position they held immediately before such transfer.

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

#### 7.4.10 Replacement employees

**7.4.10(a)** A replacement employee is an employee specifically engaged, part-time or full-time, or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.

**7.4.10(b)** Before the Company engages a replacement employee the Company must inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

### 7.5 JURY SERVICE

**7.5.1** An employee, other than a casual employee, 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.

**7.5.2** An employee 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 such attendance and the amount received in respect of such jury service.

**7.5.3** An employee required to attend for jury service during a period of annual leave shall, on producing satisfactory evidence of attendance, be credited with annual leave for a period equivalent to the period for which the employee had attended for jury service.

### 7.6 PUBLIC HOLIDAYS

## 7.6.1 Prescribed public holidays

**7.6.1(a)** An employee shall be granted the following holidays without deduction of pay:

- New Year's Day;
- Australia Day;
- Good Friday;
- Easter Saturday;
  
- Easter Monday;
- Labour Day;
- Anzac Day;
- Queen's Birthday;
- Melbourne Cup Day;
- Christmas Day;
- Boxing Day.

or such other day as is generally observed in the locality as a substitute for any of the said days, respectively.

**7.6.1(b)** Provided that for the purposes of this award:

**7.6.1(b)(i)** where Christmas Day falls on a Saturday or on a Sunday, the following Monday and Tuesday shall be observed as Christmas Day and Boxing Day, respectively;

**7.6.1(b)(ii)** where Boxing Day falls on a Saturday, the following Monday shall be observed as Boxing Day;

**7.6.1(b)(iii)** where New Year's Day falls on a Saturday or on a Sunday, the following Monday

shall be observed as New Year's Day;

**7.6.1(b)(iv)** where Anzac Day falls on a Saturday or on a Sunday, the following Monday shall be observed as Anzac Day and the said Saturday and/or Sunday shall be deemed not to be holidays.

**7.6.1(c)** By agreement between the Company and the majority of its employees in a particular workplace, other days may be substituted for the said days or any of them as to that workplace.

**7.6.1(d)** Provided that the parties to this award agree, a substitution for a public holiday or a working day that falls between a Thursday or Tuesday public holiday and a weekend, or a Wednesday public holiday falling prior to or subsequent to Easter may be made.

#### 7.6.2 Additional holidays

Where an additional holiday is proclaimed or gazetted by a State or federal authority which is to be observed generally by persons in the State or locality this also will be observed as a holiday.

#### 7.6.3 Absence before or after a public holiday

Where an employee is absent from employment on the working day before or the working day after a holiday referred to in 7.6.1 or 7.6.2 of this subclause without reasonable excuse (proof whereof shall lie upon the employee) or without the consent of the Company, the employee shall not be entitled to payment for such holiday.

#### 7.6.4 Rostered day off falls on a public holiday

Any employee whose rostered off shift falls on a holiday referred to in 7.6.1 or 7.6.2 of this subclause shall unless that day is a Saturday or a Sunday be paid for that day at the employee's ordinary rate.

#### 7.6.5 Part-time employees

Subject to the above provisions of this subclause:

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

**7.6.5(b)** Where the employee works on the holiday payment shall be made in accordance with clause 5.4 - Holiday work and rates therefore, of this award.

## 7.7 LONG SERVICE LEAVE

### 7.7.1 Right to leave

An employee shall be entitled to long service leave with pay in respect of service with the Company bound by this award as provided.

### 7.7.2 Long service

#### 7.7.2(a) Service entitling to leave

For the purposes of this award the service of an employee with the Company means the period during which the employee has served with the Company under an unbroken contract of employment; provided that a contract of employment shall be deemed not to have been broken by reason only of any interruption or determination thereof, if the interruption or determination:

**7.7.2(a)(i)** has been made by the Company with the intention of avoiding any obligation imposed on the Company by this award or by State law dealing with long service leave; or

**7.7.2(a)(ii)** has arisen directly or indirectly from a dispute concerning industrial matters, if the employee returns to duty with the same employer in accordance with the terms of settlement of the said dispute; or

**7.7.2(a)(iii)** has been made by the Company by reason of slackness of trade, if the employee is re-employed by the same employer within six months of such interruption or determination; or

**7.7.2(a)(iv)** has been made by the Company for any reason other than those referred to in 7.7.2(a)(i), 7.7.2(a)(ii) and 7.7.2(a)(iii) hereof, if the employee is re-employed by the same employer within two months of such interruption or determination.

Provided further that the period during which the employment has been so interrupted or determined shall not, except when due to the reasons referred to in 7.7.2(a)(i) of this clause, be taken into account in calculating the period of service.

**7.7.2(b)** Where an employee has entered or enters into a contract of employment with the Company within a period of twelve months after the completion of an apprenticeship with the Company the period of the apprenticeship shall be taken into account for the purpose of calculating the period of his service with that employer under that contract of employment.

### 7.7.3 Amount of leave

**7.7.3(a)** The long service leave to which an employee is entitled shall be that prescribed by this clause.

**7.7.3(b)** Subject to 7.7.3(d) of this clause, the amount of long service leave to which an employee shall be entitled shall be:

**7.7.3(b)(i)** in the case of an employee who has completed at least fifteen years' service with the Company:

**7.7.3(b)(i)(1)** in respect of fifteen years' service so completed, thirteen weeks; and

**7.7.3(b)(i)(2)** in respect of each ten years' service with the Company completed since he last became entitled to an amount of long service leave, 8-2/3rd weeks; and

**7.7.3(b)(i)(3)** on the termination of the employee's employment or his death, in respect of the number of years' service with the Company completed since he last became entitled to an amount of long service leave, a proportionate amount on the basis of thirteen weeks for fifteen years' service.

**7.7.3(b)(ii)** In the case of an employee who has completed at least ten but less than fifteen years'

service with the Company and whose employment is terminated:

**7.7.3(b)(ii)(1)** by the Company for any cause other than serious and wilful misconduct; or

**7.7.3(b)(ii)(2)** by the employee on account of illness, incapacity or domestic or any other pressing necessity where such illness, incapacity or necessity is of such nature as to justify such termination; or

**7.7.3(b)(ii)(3)** by the death of the employee;

a proportionate amount on the basis of thirteen weeks for fifteen years' service.

**7.7.3(b)(iii)** Subject to 7.7.3(e) of this clause, in the case of an employee who has completed at least ten but less than fifteen years' service with the Company and whose employment is terminated by the employee, other than as provided in 7.7.3(b)(ii)(2) and 7.7.3(b)(ii)(3) hereof, a proportionate amount on the basis of thirteen weeks for fifteen years' service.

**7.7.3(c)** Such leave shall be granted and taken and, except as by this award permitted, payment in lieu thereof shall not be made or accepted.

**7.7.4** Payment for period of leave

**7.7.4(a)** Subject to the provisions of 7.7.4(c), the rate of payment to which an employee on leave shall be entitled shall be in the case of a full-time weekly time worker his actual rate of pay. The actual rate of pay is the total amount an employee would receive if he were performing ordinary hours of work and shall not include overtime, penalty rates, disability allowance, shift allowance, special rates, fares and travelling time allowance and any other extraneous payment of a like nature. In cases where the actual rate of pay varies from week to week as a result of a system of payment by results or other piecework or bonus systems the rate of pay shall be calculated by averaging the actual rates of pay, as defined above, for each week over the previous three monthly period.

**7.7.4(b)** Payment shall be made in one of the following ways:

**7.7.4(b)(i)** in advance for the whole of the period when the employee commences the period of leave, at the rate calculated in accordance with 7.7.4(a) hereof; or

**7.7.4(b)(ii)** at the same times as payment would have been made if the employee had remained on duty, in which case payment shall, if the employee in writing so requires, be made by electronic funds transfer or by cheque posted to an address specified by the employee; or

**7.7.4(b)(iii)** in any other way agreed between the Company and the employee.

**7.7.4(c)** If during the period of leave any award variation occurs which had the employee been at work would have resulted in a change in the employee(s) actual rate of pay (as defined in 7.7.4(a) above), the rate of payment to which an employee on leave shall be entitled shall be, as from the date upon which such change would have been operative, such changed rate and if payment has been made in advance to any employee in respect of long service leave the Company shall, upon the employee's return to duty, adjust such advance payment to accord with such changed rate of pay to the extent to which the changed rate is applicable.

**7.7.5** Taking leave

**7.7.5(a)** Time of taking leave

**7.7.5(a)(i)** When an employee becomes entitled pursuant to this clause to long service leave such leave shall be granted by the Company as soon as practicable having regard to the needs of the establishment or subject to 7.7.5(a)(iii) below, at such time or times as may be agreed between the Company and the employee.

**7.7.5(a)(ii)** Subject to the provisions of 7.7.5(b)(ii) and 7.7.5(b)(iii) of this clause the Company shall not be required to grant an employee leave to which he/she has become entitled pursuant to this clause until the amount of leave to which he/she has become entitled equals thirteen weeks in respect of his/her first period of entitlement and 8-2/3rds weeks in respect of any subsequent period of entitlement.

**7.7.5(a)(iii)** Notice to take leave

Except where an employee agrees otherwise the Company shall give an employee at least 28 days' notice of the date from which his leave is to be taken.

**7.7.5(a)(iv)** Broken leave

Leave shall be granted and taken in one continuous period; or, if the Company and the employee so agree, in not more than three separate periods in respect of the first thirteen weeks' entitlement, and in not more than two separate periods in respect of any subsequent period of entitlement.

**7.7.5(a)(v) Holidays and annual leave**

The long service leave prescribed by the clause is exclusive of annual leave but is inclusive of all other holidays occurring during the taking of any period of long service leave.

**7.7.5(b) Payment on termination for leave not taken**

**7.7.5(b)(i)** Where the employment of an employee is terminated otherwise than by death and any long service leave:

**7.7.5(b)(i)(1)** to which the employee was entitled has not been taken; or

**7.7.5(b)(i)(2)** accrues to the employee upon such termination the Company shall forthwith pay to the employee in full the amount in respect of such leave calculated as at the date of the termination in the manner set out in 7.7.2(a) of this clause less any amount already paid to the employee in respect of that leave.

**7.7.5(b)(ii)** Where an employee dies and any long service leave:

**7.7.5(b)(ii)(1)** to which the employee was entitled has not been taken; or

**7.7.5(b)(ii)(2)** accrues upon termination of the employment by reason of the employee(s) death the Company shall upon request by the employee's personal representative pay to the employee's personal representative in full the amount in respect of such leave calculated as at the date of the death of the employee in the manner set out in 7.7.2(a) of this clause less any amount already paid to the employee in respect of that leave.

**7.7.6 Granting leave in advance**

**7.7.6(a)** The Company may by agreement with an employee allow long service leave to such employee before the right to such leave has accrued due, but where leave is so taken the employee shall not become entitled to any further leave under this clause or to payment in lieu for the period in respect of which such leave was taken before it accrued due.

**7.7.6(b)** Where leave has been granted to an employee pursuant to the preceding subclause before the right has accrued due and the employment is subsequently terminated the Company may deduct from whatever remuneration is payable upon the termination of the employment such amount as represents payment for any period for which the employee has been granted leave to which the employee was not entitled at the date of termination of their employment.

#### 7.7.7 Benefits to be brought into account

Any long service leave allowed or payment in lieu thereof made before the first pay period on or after 15 April 1977, shall be taken into account and shall be deemed to have been leave granted and taken in satisfaction of leave due under this award; in the case of leave with pay to the extent of the period of such leave, and in the case of payment in lieu thereof to the extent of a period of leave equivalent to the amount of the payment at the date thereof, and to be satisfaction to the extent thereof of the entitlement of the employee under this award.

## PART 8 - AWARD COMPLIANCE AND RELATED MATTERS

### 8.1 TIME AND WAGES RECORDS

#### 8.1.1 Duty to maintain

The Company shall keep a record in accordance with s.353A of the Act and any Regulations made in accordance with the Act from which can be readily ascertained the name of each employee, their occupation, the hours worked each day and the wages and allowances paid each week.

#### 8.1.2 Timekeeping

**8.1.2(a)** Notwithstanding anything elsewhere contained in this award, the Company may select and use for timekeeping purposes, any portion of an hour (not exceeding a quarter of an hour) and may apply such portion in the calculation of the working time of an employee who, without reasonable cause, promptly communicated to the Company, reports for duty after the employees appointed starting time or

ceases duty before the employees appointed finishing time.

**8.1.2(b)** The portion adopted for the above mentioned purpose, shall be used for the calculation of overtime.

## 8.2 NOTICE BOARDS in the workplace

The employer shall permit the erection in a prominent position on its premises of a notice board of reasonable dimensions or a number of such notice boards reasonable in the circumstances, upon which a party to this award shall be permitted to post formal notices regarding this award, variations to this award and related matters including a copy of this award.

A nominated employee representative in the shop or department in which employed shall also be permitted to place on the notice board notices relevant to this award.”

## 8.3 POSTING OF AWARD

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.

## SCHEDULE A - CLASSIFICATION DEFINITIONS

Non Trades Employees

Vehicle Industry Worker 1

·relativity - 84.8% of base trade-entry Level

·relativity - 87.0% of base trade

## Pay Level 1 - Entry

- 4 weeks' probationary period
- Undertakes and completes induction training
- OH&S
- Organisation and EEO awareness
- Correct use of basic tools - relevant to the department and job function
- Understands basic quality requirements in accordance with the relevant departmental procedures
- Attended the Manual Handling Programme
- Stores operating procedures (Stores)
- Basic English language lessons where appropriate

## Pay Level 2

After the completion of three months' service AND will have demonstrated competence and knowledge to the standard of their training and the position description requirements and is working under direct supervision in a range of routine/basic operations.

### Production/assembly

- Assembles components using basic written, diagrammatic and/or spoken instructions in a single station assembly environment.
- Performs work using appropriate tools and equipment.
- Understands and is responsible for achieving work to basic quality procedures.
- Is able to perform tasks within the single work station assembly environment.
- Communicates effectively.

- Performs general housekeeping to departmental requirements and in accordance with occupational health and safety procedures.

#### Stores/warehousing

- Understands, works to and is responsible for achieving basic standards of accuracy and quality.

- Works in a team environment and/or under routine supervision.

- Undertakes duties in a safe and responsible manner.

- Exercises discretion within their level of skills and training.

- Possesses basic interpersonal and communication skills.

- Must be competent to perform one or more of the following tasks/duties or a combination thereof:

- Storing and packing of goods and materials in accordance with appropriate procedures and/or regulations;

- preparation and receipt of appropriate documentation including liaison with suppliers;

- allocating and retrieving goods from specific warehouse areas;

- basic VDU operation;

- periodic housekeeping and stock checks

## Vehicle Industry Worker 2

·relativity 90.2% of base trade

### Entry

An employee with at least six months experience as a Vehicle Industry 1, Level 2, and has satisfactorily completed ten units of the VIC with at least 3 units being an ITAL elective or a recognised and accredited equivalent certificate or an accredited ``in house'' course.

### Engagement

Who on employment has proven accredited experience and training on production, material handling, stores/warehousing, fabrication or engineering assistance work which meets the standards of and is deemed by the Company to be applicable to the tasks at this level.

A four weeks' probationary period will need to be served.

### Skills/duties

#### Broad definition

A Vehicle Industry Worker 2 employee in addition to Vehicle Industry Worker 1 work requirements performs work above and beyond the skills of a Vehicle Industry Worker 1 and:

- Takes greater responsibility for their own work.
- Performs multiple functions and processes.

- Works to prescribed quality standards.

- Provides assistance with ``on-the-job'' skill formation for Vehicle Industry Worker 1.

To be classified as a Vehicle Industry Worker 2, an employee must in addition to having demonstrated competence at Vehicle Industry Worker 1 Level, be competent to the level of their training and the position description requirements in the application of one or more of the following:

#### Production/assembly

- Assembles components using written, diagrammatic and/or spoken instructions within two or more work station assembly areas.

- Operates multiple machines, equipment and tools with similar applications.

- Understands, works to and is responsible for achieving prescribed quality procedures.

- Uses basic keyboard skills applicable to the processes within the job function.

#### Stores/warehousing

- Understands, works to and is responsible for achieving prescribed standards of accuracy and quality.

- Able to coordinate work in a team environment under limited supervision.

- Responsible for quality of their own work.

- Possesses sound interpersonal and communication skills.

- Must be competent to perform one or more of the following tasks/duties or combination thereof:

- inventory and warehousing control, including:
- licenced operation of all appropriate materials handling equipment;
- routine basic non-trades maintenance and adjustment of material handling equipment;
- VDU operation.

### Vehicle Industry Worker 3

- relativity 94.3% of base trade
- relativity 95.9% of base rate

### Pay level

### Entry

An employee with at least six months' experience as a Vehicle Industry Worker 2 and has satisfactorily completed sixteen units of the VIC or a recognised and equivalent certificate, or an accredited ``in house'' course.

### Engagement

Who on employment has proven accredited experience and training on production, material handling, stores/warehousing or fabrication which meets the standards of and is deemed by the Company to be applicable to the tasks at this level.

A four weeks' probationary period will need to be served.

## Skills/duties

### Broad definition

A Vehicle Industry Worker 3 employee in addition to Vehicle Industry Worker 2 work requirements, performs work above and beyond the skills of a Vehicle Industry Worker 2 and:

- Performs work from complex instructions and procedures.
- Performs work without direct supervision.
- Assists with the development and skill formation of Vehicle Industry Worker 1 and 2.

To be classified as a Vehicle Industry 3 employee, an employee must, in addition to having demonstrated competence as Vehicle Industry Worker 2, be competent to the level of their:

- training and the position description requirements in the application in one or more of the following:

### Production/assembly

- Understands, works to and is responsible for achieving prescribed quality standards.
- Performs any rectification work as is required.
- Performs inspection roles up to and including their level of skills and training.
- Responsible for the appropriate reporting of shortages.
- Uses precision measuring instruments (as defined).

## Stores/warehousing - skills/duties

- Understands, works to and is responsible for achieving prescribed standards of accuracy and quality.
- Possesses an advanced level of interpersonal and communication skills.
- Competent keyboard skills.
- Sound working knowledge of all warehousing/stores duties performed at levels below this grade, exercises discretion within scope of this grade.
- May perform work requiring minimal supervision either individually or in a team environment.
- Must be competent to perform one or more of the following tasks/duties or combination thereof:
  - Use of a VDU for purposes such as the maintenance of a deposit storage system, information input/retrieval, etc.;
  - Operation of all materials handling equipment under licence;
  - Development and refinement of a store layout including proper location of goods and their receipt and despatch.

## Vehicle Industry Specialist

Relativity 98.9% of base rate

1. An employee with at least one years' experience as a Vehicle Industry Worker 3 and has satisfactorily completed at least twenty units of the VIC, including all the ITAL elective modules, or recognised and accredited equivalent certificate, which includes on the job training or an accredited "In House" course.

2. In addition to working to the competencies developed through production/assembly and/or stores/warehousing, the Vehicle Industry Specialist will have completed a "Train the Trainer" programme and be able to apply skills training and assessment to Vehicle Industry Workers 1, 2 and 3.

3. The Vehicle Industry Specialist classification provides employees with the opportunity to acquire further skills for entry into the qualified tradesperson classification, supervisory or administration streams.

4. The Vehicle Industry Specialist will have received basic training in:

- Team leadership skills;

- Problem solving

and will be able to apply these skills to meet the organisations requirements in pursuing quality, efficiency and productivity and will demonstrate a highly developed level of interpersonal and communication skills.

Trades employees

Vehicle Industry Tradesperson - Level I

- Relativity to base trade 100% - Pay point 1

- Relativity to base trade 103% - Pay point 2

Pay level

## Pay Point 1 - Entry

There are two methods of entry into this classification.

An employee who holds a trade certificate or a tradesperson rights certificate in one or more of the following engineering streams:

- Electrical, mechanical or vehicle/fabrication and is able to exercise the skills and knowledge of that trade; or

- An employee who whilst still being primarily engaged in production work applies the skills acquired through the completion of a vehicle industry certificate which includes modules equivalent to a trade certificate.

The employee would need to be assessed by the appropriate accreditation body to determine accredited training and competencies to provide entry into the tradesperson classification.

A new employee will serve a four weeks' probationary period.

## Pay Point 2

An employee will move to this pay point after completion of three months service, and having demonstrated competency in the skills and knowledge of the trade, and the position description requirements.

### Skills/Duties - Broad Definition

To be classified as a Vehicle Industry Tradesperson Level pay point 2 an employee must, in addition to demonstrated competency at Vehicle Tradesperson level 1 - pay point 1, be competent to the level of their training in the following skills:

- Mechanical and/or electrical fault finding and repairs to production and services equipment.
- Implement and review quality control techniques and procedures.
- Competent to perform all assembly, diagnostic, rectification and inspection roles within the plant.
- Can provide on-the-job training in assembly, repair and rectification functions.

## Vehicle Industry Tradesperson Level II

A Vehicle Industry Tradesperson Level II is a tradesperson who has completed the following training:

- Three modules in addition to the training requirement at Level 1;
- or three appropriate modules towards a National Diploma;
- or three appropriate modules towards an Advanced National Diploma;
- or equivalent.

A Vehicle Industry Tradesperson Level II works above and beyond a Tradesperson at Level I and to the level of their training:

- Exercises the skills attained through satisfactory completion of the training prescribed for this classification.
- Exercises discretion within the scope of this grade.
- Works under limited supervision either individually or in a team environment.

- Understands and implements quality control techniques.
- Provide trade guidance and assistance as part of a work team.
- Exercises trade skills relevant to the specific requirements of the enterprise at a level higher than a Vehicle Industry Tradesperson Level I.

Tasks which an employee at this level may perform are subject to the employee having the appropriate training to enable the employee to perform particular tasks.

### Vehicle Industry Tradesperson Level III

A Vehicle Industry Level III means a tradesperson who has completed the following training requirement:

- Six appropriate modules in addition to the training requirements of Level 1;
- or six appropriate modules towards an National Diploma;
- or six appropriate modules towards an Advanced National Diploma;
- or equivalent.

A Vehicle Industry Tradesperson Level III works above and beyond a tradesperson at Level II and to the level of their training:

Exercises the skills attained through satisfactory completion of the training prescribed for this classification.

- Is able to provide trade guidance and assistance as part of a work team.
- Provides training in conjunction with supervisors and trainers.
- Understands and implements quality control techniques.
- Works under limited supervision either individually or in a team environment.

The following indicative tasks which an employee at this level may perform are subject to the employee having appropriate training to enable the employee to perform the particular indicative tasks:

- Exercise high precision trade skills using various materials and/or specialised techniques.
- Performs operations on a CAD/CAM terminal in the performance of routine modifications to NC/CNC programs.
- Installs, repairs and maintains, tests, modifies, commissions and/or fault finds on complex machinery and equipment which utilises hydraulic and pneumatic circuitry which controls fluid power systems.
- Works on complex or intricate circuitry which involves examining, diagnosing and modifying systems comprising inter-connected circuits.

#### Vehicle Industry Tradesperson - Special Class

A Vehicle Industry tradesperson Special Class means a tradesperson who has completed the following training requirement:

- Three modules in addition to Level III;
- or nine appropriate modules towards a National Diploma;

- or nine appropriate modules towards an Advanced National Diploma;

- or equivalent.

A Vehicle Industry Tradesperson Special Class works above and beyond a tradesperson at level III and to the level of their skills, competence and training:

Exercises the skills attained through satisfactory completion of the training prescribed for this classification.

- Is able to provide trade guidance and assistance as part of a work team.

- Provides training in conjunction with supervisors and trainers.

- Understands and implements quality control techniques.

- Works under limited supervision either individually or in a team environment.

The following indicative tasks which an employee at this level may perform are subject to the employee having appropriate training to enable the employee to perform the particular indicative tasks:

- Works on machines or equipment which utilise complex mechanical, hydraulic and/or pneumatic circuitry and controls or a combination thereof.

- Works on machinery or equipment which utilises complex electrical/electronic circuitry and controls.

- Works on instruments which make up a complex control system which utilises some combination of electrical, electronic, mechanical or fluid power principles.

- Applies advanced computer numerical control techniques in machining or cutting or welding or

fabrication.

- Exercises intermediate CAD/CAM skills in the performance of routine modifications to programs.
- Working on complex or intricate interconnected electrical circuits.
- Working on complex radio/communication equipment.

#### Advanced Vehicle Industry Tradesperson - Level I

An Advanced Vehicle Industry Tradesperson Level I means a:

- Advanced Vehicle Industry Tradesperson (Electrical/Electronic) Level I; or
- Advanced Vehicle Industry Tradesperson (Mechanical) Level I; or
- Advanced Vehicle Industry Tradesperson (Fabrication) Level I

who has completed:

- twelve appropriate modules of a National Diploma;
- or twelve appropriate modules of an Advanced National Diploma;
- or equivalent.

An advanced Vehicle Industry Tradesperson Level I works above and beyond an employee at Special Class and to the level of their training.

- Undertakes quality control and work organisation at a level high than a Tradesperson at Special Class level.
- Provides trade guidance and assistance as part of a work team.
- Assists in the provision of training to employees in conjunction with supervisors/trainers.
- Perform maintenance planning and predicative maintenance work not in technical fields.
- Works under limited supervision either individually or in a team environment.
- Prepare reports of a technical nature on specific tasks or assignments as directed;
- Exercises broad discretions within the scope of this level.

The following indicative tasks which an employee at this level may perform are subject to the employee having appropriate training to enable the employee to perform the particular indicative tasks:

- Working on combinations of machines or equipment which utilises complex electronic, mechanical and fluid power principles.
- Working on instruments which make up a complex control system which utilise some combination of electrical, electronic, mechanical, fluid power principles and electronic circuitry containing complex analogue and/or digital control systems utilising integrated circuitry.
- Applies computer integrated manufacturing techniques involving a higher level of computer operating and programming skills than for special class.
- Working on various forms of machinery and equipment which are electronically controlled by complex digital and/or analogue control systems using integrated circuitry.

## Advanced Vehicle Industry Tradesperson Level II

An advanced Vehicle Industry Tradesperson Level II means a:

- Advanced Vehicle Industry Tradesperson (Electrical/Electronic) Level II; or
- Advanced Vehicle Industry Tradesperson (Mechanical) Level II; or
- Advanced Vehicle Industry tradesperson (Fabrication) level II:

who has completed:

- A National Diploma;
- or fifteen modules or 2nd year part-time of an Advanced National Diploma;
- or equivalent.

An Advanced Vehicle Industry Tradesperson Level II is a tradesperson who works above and beyond a Tradesperson at advanced Level I and up to the level of their training:

- Provides technical guidance or advice within the scope of this level;
- Prepares reports of a technical nature on specific tasks or assignment as directed or within the scope of discretion at this level;
- Has an overall knowledge and understanding of the operating principle of the systems and equipment on which the tradesperson is required to carry out their task;

- Assist in the provision of on-the-job training in conjunction with supervisors and trainers.

The following indicative tasks which an employee at this level may perform are subject to the employee having appropriate training to enable the employee to perform the particular indicative tasks:

- Through a systems approach is able to exercise high level diagnostic skills on complex forms of machinery, equipment and instruments which utilise some combination of electrical, electronic, mechanical or fluid power principles.
- Set up, commission, maintain and operate sophisticated maintenance, production and test equipment and./or systems involving the application of computer operating skills at a higher level than an Advanced Vehicle Industry Tradesperson Level I.
- Working on various forms of machinery and equipment electronically controlled by complex digital and/or analogue control systems using integrated circuitry.
- Working on complex electronics or instruments or communications equipment or control systems which utilise electronic principles and electronic circuitry containing complex analogue and/or digital control systems using integrated circuitry.

## Clerical Classification descriptions

### Clerk level 1

#### Entry

**(i)(1)** A new employee at this level, during his/her first three months of probationary employment, undertakes and completes induction training:

**(A)** occupational health and safety;

- (B) organisation and equal employment opportunity awareness;
- (C) attends manual handling programme;
- (D) departmental operating procedures.

#### Pay point 2

(2) After completing three months service, the employee will have demonstrated competence and knowledge to the standard of his/her training and the position description requirements and is working under supervision in a range of routine/basic duties including, but not limited to: filing, photocopying, mail collection, sorting and delivery, posting to microfilm, collating, faxing documents, franking mail, copy typing, proof reading, key punching, mechanical/ electronic calculating, use of telephones.

The above duties will require the efficient and competent use of the following equipment: telephone, photocopier, facsimile, typewriter, mechanical/ electronic calculator, microfiche, franking machine.

#### Clerk level 2

(ii) A clerk at this level has at least twelve months experience as a clerk level 1 and has satisfactorily completed the vocational office skills certificate or a recognised accredited equivalent certificate.

A clerk level 2, in addition to performing level 1 work, performs work above and beyond clerk level 1 and:

- (1) takes greater responsibility for his/her own work;
- (2) performs multiple functions and processes;
- (3) works to prescribed standards of accuracy and timeliness;

- (4) provides assistance with on the job skill formation for clerks level 1;
- (5) performs work with minimal supervision.

To be classified as a clerk level 2, an employee must in addition to having demonstrated competence at level 1, be competent to the level of his/her training and the position description requirements in one or more of the following streams:

- (6) administrative stream: switchboard attending, receptionist, stenographic duties including shorthand, dictaphone and word processing, secretarial duties;
- (7) data processing stream: accounts payable, accounts receivable, costing, data control, materials control, parts ordering, pricing, purchasing, expediting, scheduling.

### Clerk level 3

(iii) An employee at this level has at least two years experience at a clerk level 2 and has satisfactorily completed a certificate of business studies or a recognised equivalent certificate.

At this level, in addition to performing level 2 tasks, an employee also performs work above and beyond the clerk level 2 and:

- (1) is experienced within the job function;
- (2) performs tasks without direct supervision;
- (3) collects, analyses and is able to assess data or information for decision making or recommendation;
- (4) is performing work of a more complex nature than that of clerk level 2;

- (5) provides assistance with the on-the-job skill formation for clerks levels 1 and 2.

To be classified as a clerk level 3, an employee must in addition to having demonstrated competence at level 2, be competent to the level of his/her training and the position description requirements in one of the following departmental streams:

- (6) finance/accounting/information stream: senior accounts clerk, senior data control clerk, senior pricing clerk, general ledger-keeper, plant cashier, computer operator, merchandise cost controller;

- (7) materials stream: senior materials control clerk, senior parts order clerk, senior scheduling clerk, parts inventory controller, parts order coordinator;

- (8) purchasing stream: senior purchasing clerk/expeditor.

#### Clerk level 4

- (iv) An employee at this level has at least two years experience at a clerk level 3 and has satisfactorily completed an associate diploma of business studies or a recognised equivalent certificate.

At this level, in addition to performing level 3 tasks, an employee performs work above and beyond the clerk level 3. The clerk level 4 is recognised to perform work of a supervisory or coordinating nature and displays these attributes in one or more of the departmental streams or has a high level of experience as a senior clerk across two or more streams.

At this level, it is expected that the incumbent performs direct negotiations with suppliers, clients or customers and can provide skill development for other clerical employees.

## TECHNICAL EMPLOYEES

### Engineering Technician Level I

An employee who has the equivalent level of training and/or experience to a Level II tradesperson but is engaged in detail draughting or routine planning or technical tasks requiring technical knowledge.

## Engineering Technician Level II

Engineering Technician Level II means an employee who has equivalent level of training and/or experience to a Vehicle Industry Tradesperson Level III but is engaged in detail draughting or planning or technical work which requires technical knowledge and the exercise of judgement and skill in excess of that required of an employee at Level I under the supervision of technical staff.

## Engineering Technician Level III

Vehicle Industry Technical Level III means an employee who has equivalent level of training and/or experience to a Vehicle Industry Tradesperson - Special Class but is engaged in one of the following areas:

- Detail draughting or planning or technical duties requiring judgement and skill in excess of that required of a Technician at level II under the supervision of technical staff.

## Engineering Technician Level IV

An Engineering Technician level IV means an employee who has equivalent level of training and skills to an advanced vehicle industry tradesperson - level I but is engaged in one of the following: detail draughting, planning or technical duties requiring technical knowledge and the exercise of judgement and skill in excess of that required of a Technician at Level III under the supervision of Technical and/or professional staff.

## Engineering Technician Level V

An Engineering Technician Level V has an equivalent level of training and/or experience to that of an Advanced Industry Tradesperson Level II but is engaged on one of the following areas:

- Undertakes draughting or planning or technical duties which require technical knowledge and the exercise of judgment and skill in excess of that required at the level of Level IV.

## Engineering Associate Level I

Engineering Associate Level I means an employee who works above and beyond a Technician Level V and has successfully completed 3rd year part-time (or twenty-two modules) of an Advanced Diploma or equivalent, and is engaged in:

- Making of major design drawings or graphics or performing technical duties in a specific field of engineering, laboratory or scientific practice such as research design, testing, manufacture, assembly, construction, operation, diagnostics and maintenance of equipment facilities or products, including computer software, quality processes, occupational health and safety and/or standards and plant and material security processes and like work; or
- Planning of operations and/or processes including the estimation of requirements of staffing, material cost and quantities and machinery requirements, purchasing materials or components, scheduling, work study, industrial engineering and/or materials handling process.

## Engineering Associate - Level II

Engineering Associate Level II means an employee who works above and beyond an Engineering Industry Associate at Level I and has successfully completed an Advanced Diploma or equivalent level of accredited training and is engaged in:

- Performing draughting or planning or technical duties which require the exercise of judgement and skill in excess of that required by an Engineering Associate at Level I; or
- Possesses the skills of an Engineering Associate Level I in a technical field and exercises additional skills in a different technical field as defined.

## Leading Technical Officer

Leading Technical Officer means an employee who works above and beyond an Engineering Associate Level II and has successfully completed seven modules in addition to the Advanced Diploma or equivalent. An employee at this level is able to perform or coordinate work in more than one engineering, scientific or technical field as defined, or performs duties in a technical, engineering or scientific field which requires the exercise of judgement and/or skill in excess of that required of an Engineering Associate - Level II.

## **Principal Technical Officer**

Is an employee who has successfully completed fifteen modules of accredited training in addition to an Advance Diploma or equivalent. Within organisational policy guidelines and objectives a Principal Technical Officer:

- Performs work requiring a mature technical knowledge involving a high degree of autonomy, originality and independent judgement.
- Looks after and is responsible for projects and coordinating such projects with other areas of the organisation as required by the operation of the organisation.
- Is responsible for the coordination of general and specialist employees engaged on projects requiring complex and specialised knowledge.
- Plans and implements those programs necessary to achieve the objectives of a particular project.
- In the performance of the above functions, applies knowledge and/or guidance relevant in any or all of the fields of designing, planning and technical work as required by the Company's operation.
- Operates within broad statements of objectives within requiring details instructions, or
- Performs work at the above level of skill in a particular technical field.
- Has as the overriding feature of employment the ability to perform creative, original work of a highly complex and sophisticated nature.
- Provides specialised technical guidance to other employees performing work within the same technical field.

## **SUPERVISORY EMPLOYEES**

## Supervisor - Level I

A Supervisor - Level I is an employee who is responsible for the work of other employees and/or provision of structured on-the-job training. Such an employee has completed nine modules of training in supervision and/or training. Such an employee shall receive not less than 122% of the rate paid to the highest technically qualified employee supervised or trained.

## Supervisor - Level II

Supervisor - Level II is an employee who is responsible for supervision and/or training of supervisors - Level I. Such an employee has completed fifteen modules of training in supervision and/or training. Such an employee shall receive not less than 115% of the highest rate of pay of those persons supervised and/or trained.

## Supervisor - Technical

A Supervisor - Technical is an employee who is responsible primarily for the exercise of skills in technical fields as defined, up to the level of his/her skill and competence and who is additionally involved in the supervision/training of other technical employees. Such an employee shall receive not less than 107% of the rate of pay applicable to the employee's technical classification.

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