

AP773032CRV - Clerical and Administrative Employees (Victoria) Award 1999

This AIR consolidated award incorporates all amendments up to and including 30 September 2008 (variation [PR983689](#)).

Clauses affected by the most recent amendment(s) are:

19. Allowances

About this Award:

This award supersedes the Clerical and Administrative Employees Award (Victorian) Award 1995 [AW827982].

This award is partly superseded by Coles Supermarkets Australia Pty Ltd and Bi-Lo Pty Limited Clerical and Administrative Employees Award 2003 [AW825433] with respect to classifications under this award engaged in at Head office and State offices.

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AP773032CRV [Pre-Reform AIR Consolidation]

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996

Review of awards pursuant to Item 51 of Part 2 of Schedule 5 of the
Workplace Relations and Other Legislation Amendment Act 1996
(C No. 00532 of 1998)

clerical and administrative employees (victorian) award 1995

(ODN C No. 34749 of 1995)

[Print M8184 [C1128]]

Various employees	Clerical industry
commissioner merriman	melbourne, 29 NOVEMBER 1999

Award simplification.

ORDER

A. Further to the decisions issued by the Commission on 31 May 1999 [Print R5426] and 29 November 1999 [Print S1366], the above award is varied as follows:

By deleting all clauses and schedules and inserting the following:

PART 1 - APPLICATION AND OPERATION OF AWARD

1. TITLE

This award shall be known as the Clerical and Administrative Employees (Victoria) Award 1999.

2. ARRANGEMENT

[2 amended by [PR932692](#) [PR959329](#)]

This award is arranged as follows:

Part 1 - Application and operation of award

1. Title
2. Arrangement [[PR959329](#)]
3. Anti-discrimination
4. Commencement date of award and period of operation
5. Coverage of award [[PR950374](#)]
6. Parties bound
7. Persons, organisations, industries and employers exempt from coverage [[PR950374](#)]
8. Relationship with other awards

Part 2 - Enterprise flexibility

9. Enterprise flexibility provisions
10. Facilitative provisions

Part 3 - Consultation and dispute resolution

11. Consultative mechanism and procedure
12. Prevention and avoidance of disputes [[PR947660](#)]
 - 12.1 Dispute resolution procedure
 - 12.2 Support and training
 - 12.3 Posting of award

Part 4 - Employment relationship

13. Employment categories [[PR964975](#)]
 - 13.1 General
 - 13.2 Probationary employment
 - 13.3 Full-time employment
 - 13.4 Casual employment
 - 13.5 Regular part-time employment
 - 13.6 Employment for a specific period of time or a specific task or tasks
 - 13.7 Special conditions as to contract payroll envelopes

13.8 Special conditions for temporary employees

14. Redundancy [[PR947660](#)]

15. Termination of employment [[PR947660](#)]

Part 5 - Wages and related matters

16. Classifications and wage rates [[PR959329](#)]

16.1 Grading structure

16.2 Classifications and wage rates

16.3 Arbitrated safety net adjustment

16A. Transitional wage rates for Victoria - Application of common rule award [[PR959329](#)]

17. Supported wages system [[PR959329](#)]

18. Payment of wages

19. Allowances [[PR983689](#)]

19.1 Bank deposits and/or withdrawals

19.2 Transport of employees - shift workers.

19.3 Protective clothing and footwear.

19.4 Meal allowance

19.5 Vehicle allowance

19.6 Living away from home allowance

19.7 Uniform allowance

19.8 Accident make-up payment

20. Superannuation

Part 6 - Hours of work, breaks, overtime, shift work, weekend work

21. Hours of work (other than shift workers)

21.1 Weekly hours of work- day workers

21.2 Working ordinary hours on Saturday and Sunday

21.3 Altering spread of hours

21.4 Notice of days off

21.5 Substitute days

22. Breaks

22.1 Meal break

22.2 Rest break

23. Overtime (other than shift workers) [[PR932692](#)]

23.1 Payment for working overtime

23.2 Payment for working Sundays and public holidays (other than shift workers)

23.3 Rest period after overtime

23.4 Return to duty

23.5 Time off in lieu of overtime

23.6 Reasonable overtime

24. Make-up time

25. Shift work [[PR932692](#)]

25.1 Definitions

25.2 Altering span of hours

25.3 Ordinary hours of work- shift work

25.4 Hours, shift allowances, special rates, meal interval

25.5 Reasonable overtime

[25.6 Overtime](#)

[25.7 Work on Saturday, Sunday or public holiday](#)

[25.8 Special rates not cumulative](#)

[26. Summer time](#)

Part 7 - leave of absence and public holidays

[27. Annual leave \[PR964975\]](#)

[28. Sick leave](#)

[29. Family leave \[PR964975\]](#)

[30. Parental leave \[PR964975\]](#)

[31. Compassionate leave](#)

[32. Jury service](#)

[33. Public holidays](#)

Schedule - Respondents [PR950374]

3. ANTI-DISCRIMINATION

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

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

3.3 Nothing in this clause is taken to affect:

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

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

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

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

4. COMMENCEMENT DATE OF AWARD AND PERIOD OF OPERATION

This award shall come into force from the first pay period commencing on or after 1 July 1999 and shall remain in force for twelve months.

5. COVERAGE OF AWARD

[5 substituted by [PR950374](#) from 01Sep04]

This award shall apply to the employment in any part of Victoria of employers bound by this award to the industry of the process, trade, business or occupation of a person or persons or classes or persons (by whatever name called) employed wholly or principally in clerical work which may include administrative duties of a clerical nature.

6. PARTIES BOUND

This award shall be binding on:

- 6.1 the Australian Municipal, Administrative, Clerical and Services Union (the union), its officers and members; and
- 6.2 those employers whose names are set out in the schedule to this award in respect of their clerical employees, whether members of the union or not, and who are required to perform work covered by this award.

7. PERSONS, ORGANISATIONS, INDUSTRIES AND EMPLOYERS EXEMPT FROM COVERAGE

- 7.1 This award shall exclude any person who is a proprietor, director or manager of a respondent employer or a person to whom such person has delegated the right to engage and terminate the employment of its employees.
- 7.2 In respect to Forte Car Care Club Pty Ltd and Royal Automobile Club of Victoria (RACV) Ltd, this award will not apply to persons who have their terms and conditions regulated by the Insurance Industry Award 1998 [Print Q1907[I0002]]

[7.3 inserted by [PR950374](#) from 01Sep04]

- 7.3 This award does not apply to a **business in the contract call centre industry**. A **business in the contract call centre industry** means any business whose principal function is supplying inbound or outbound customer contact services to a number of clients, on a contract basis, and whose business is independent of the client. The ASU and the Australian Industry Group will meet prior to 1 September 2005 to discuss and endeavour to reach agreement on the appropriate award coverage for clerical employees in the contract call centre industry.

8. RELATIONSHIP WITH OTHER AWARDS

- 8.1 This award wholly supersedes the Clerical and Administrative Employees Award (Victorian) Award 1995.
- 8.2 No person employed by a respondent employer at the time of the making of this award shall, whilst engaged by the same employer, suffer any loss of salary or any other benefit enjoyed prior to the operation of this award including the maintenance of all accrued entitlements and benefits. This does not apply in respect of benefits that were deleted from the award as not allowable.

8.3 National Training Wage

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

PART 2 - ENTERPRISE FLEXIBILITY

9. ENTERPRISE FLEXIBILITY PROVISIONS

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

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

- 9.1** A consultative mechanism and procedures appropriate to the size, structure and needs of the enterprise or workplace shall be established.
- 9.2** For the purpose of the consultative process the employees may nominate the union or another to represent them.
- 9.3** Where agreement is reached an application shall be made to the Commission.

10. FACILITATIVE PROVISIONS

- 10.1** This award contains facilitative provisions that allow agreement between an employee or employees on how specific award provisions are to apply. The facilitative provisions are identified in 10.3 and 10.4 hereof.
- 10.2** The specific award provisions establish both the standard award conditions and the framework within which agreement can be reached as to how a particular provision shall apply in practice. Facilitative provisions are not to be used as a device to avoid award obligations nor should they result in unfairness to an employee or employees covered by this award.

10.3 Facilitation by individual agreement

- 10.3.1** The following facilitative provisions can be utilised upon agreement between the employer and an employee provided that the agreement complies with 10.3.2 and 10.3.3 hereof:

Clause 21.2	Working ordinary hours on Saturday and Sunday by agreement
Clause 21.3	Altering spread of hours by one hour at each end by agreement
Clause 25.2	Altering span of hours by one hour at each end
Clause 33.3 Substitution of public holidays by agreement at the enterprise	

- 10.3.2** The agreement reached shall be recorded in the time and wages records kept by the employer in accordance with the obligations on employers under the Act.
- 10.3.3** If an employee is a member of the union bound by this award, the employee may be represented by the union in meeting and conferring with the employee about the implementation of the facilitative provisions.
- 10.3.4** The union shall be given a reasonable opportunity to participate in negotiations referred to in 10.3.3 hereof. Union involvement does not mean that the consent of the union is required prior to the introduction of agreed facilitative arrangements.

10.4 Facilitation by majority agreement

The following facilitative provisions may be utilised upon agreement between an employer and the majority of employees at the worksite affected, provided that the agreement complies with 10.3.2 hereof and where specified in 10.3.3 hereof and 10.3.4 hereof. Once an agreement has been reached the particular form of flexibility agreed upon may be utilised by agreement between a respondent employer and an individual employee without the need for the majority to be consulted:

Clause 21.2	Working ordinary hours on Saturday and Sunday by agreement
Clause 21.3	Altering spread of hours by one hour at each end by agreement
Clause 25.2	Altering span of hours by one hour at each end
Clause 33.3 Substitution of public holidays by agreement at the enterprise	

- 10.5** Nothing in this clause affects the operation of facilitative provisions contained in this award which are not referred to in 10.3.1 and 10.4.1 hereof.

PART 3 - CONSULTATION AND DISPUTE RESOLUTION

11. CONSULTATIVE MECHANISM AND PROCEDURE

11.1 Consultative mechanism

At each enterprise covered by this award the employer and employee and, if appropriate an appropriate representative including a representative of the union bound by this award, may establish a mechanism and procedures which enables them to communicate and consult about matters arising out of this award, which they would agree would assist in achieving and maintaining cooperative workplace relations and mutually beneficial work practices.

11.2 Notice board

The employer shall permit a notice board to be erected in each enterprise, or part of the enterprise, to facilitate communication between employees and/or their union representatives (or

other employee representatives).

12. PREVENTION AND AVOIDANCE OF DISPUTES

12.1 Dispute resolution procedure

12.1.1 A procedure for the avoidance or resolution of disputes will apply in all enterprises covered by this award. The mechanism and procedures for resolving industrial disputes will include, but not be limited to, the following:

12.1.1(a) The employee/s concerned will first meet and confer with their immediate supervisor. The employee/s may appoint another person to act on their behalf including a shop steward or delegate of the union.

Where the shop steward or delegate is involved such person shall be allowed the necessary time during working hours to interview the employee/s and the supervisor.

12.1.1(b) If the matter is not resolved at such a meeting the parties will arrange further discussions involving more senior management as appropriate. The employee may invite a union official to be involved in the discussions. The employer may also invite into the discussions an officer of the employer organisation to which the employer belongs.

The shop steward or delegate shall be allowed at a place designated by the employer, a reasonable period of time during working hours to interview the duly accredited union officials of the union to which they belong.

12.1.1(c) If the matter remains unresolved, the employer may refer it to a more senior level of management or to a more senior national officer within the employer organisation. The employee may invite a more senior official to be involved in the discussions. In the event there is no agreement to refer the matter to a more senior level or it is agreed that such a reference would not resolve the matter the parties shall jointly or individually refer the matter to the Australian Industrial Relations Commission for assistance in resolving the matter.

12.1.2 In order to facilitate the procedure in 12.1.1 hereof:

12.1.2(a) The party with the grievance must notify the other party at the earliest opportunity of the problem;

12.1.2(b) Throughout all stages of the procedure all relevant facts must be clearly identified and recorded;

12.1.2(c) Sensible time limits must be allowed for completion of the various stages of discussion. However, the parties must cooperate to ensure that the disputes resolution procedures are carried out as quickly as possible.

12.1.3 While the parties are attempting to resolve the matter the parties will continue to work in

accordance with this award and their contract of employment unless the employee has a reasonable concern about an imminent risk to the employee's health and safety. Subject to relevant provisions of any state or territory occupational health and safety law, even if the employee has a reasonable concern about an imminent risk to the employee's health or safety, the employee must not unreasonably fail to comply with a direction by the employer to perform other available work, whether at the same enterprise or another enterprise, that is safe and appropriate for the employee to perform.

12.1.4 Redundancy disputes

[12.1.4 inserted by [PR947660](#) ppc 08Jun04]

12.1.4(a) Paragraphs 12.1.4(b) and 12.1.4(c) impose additional obligations on an employer where an employer contemplates termination of employment due to redundancy and a dispute arises (a **redundancy dispute**). These additional obligations do not apply to employers who employ fewer than 15 employees.

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

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

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

12.2 Support and training

12.2.1 A union delegate/shop steward (or another employee workplace representative) shall be entitled to, and the employer shall grant, up to five days' leave with pay each year, non-cumulative, to attend courses conducted by an accredited training provider and, approved by the union or TUTA Inc on the following conditions:

12.2.1(a) The scope, content and level of the courses are directed to the enhancement of the operation of the settlement of dispute/dispute resolution procedure;

12.2.1(b) Reasonable notice (or specified amount) is given by the union delegate/shop steward or another workplace representative;

12.2.1(c) The taking of leave is arranged having regard to the operational requirements of the employer;

12.2.1(d) The union delegate/shop steward or another workplace representative taking such leave shall be paid all ordinary time of leave, to be cumulated in accordance with the hours of work provisions of this award;

12.2.1(e) Leave of absence granted pursuant to this clause shall count as service for all purposes of this award.

12.3 Posting of award

This award shall be exhibited by each employer on his/her premises in a place accessible to all employees.

PART 4 - EMPLOYMENT RELATIONSHIP

13. EMPLOYMENT CATEGORIES

13.1 General

13.1.1 Employment categories in this award are:

- Probationary employment;
- Full-time employees;
- Casual employees;
- Regular part-time employees;
- Employment for a specific period of time or a specific task or tasks;
- Special conditions - payroll envelopes;
- Special conditions - temporary employees.

13.1.2 At the time of engagement the employer will inform each employee of the terms of their engagement and in particular whether they are to be full-time, regular part-time or casual.

13.1.3 An employee (other than a casual employee or a temporary employee) shall be deemed to be employed by the week. An employee working the number of hours (not exceeding thirty-eight) prescribed by the employer as a full week's work shall be paid the full weekly wage fixed in clause 16 - Classifications and wage rates of this award, except part-time employees who shall be paid in accordance with this clause.

13.2 Probationary employment

13.2.1 An employer may initially engage a full-time or part-time employee for a period of probationary employment for the purpose of determining the employee's suitability for ongoing employment. The employee must be advised in advance that the employment is probationary and of the duration of the probation which can be up to but not exceed three months.

13.2.2 Probationary employment forms part of an employee's period of continuous service for all purposes of the award, except where otherwise specified in this award.

13.2.3 A probationary employee is for all purposes of the award a full-time or part-time

employee.

13.2.4 Probationary employees may give, or be given, notice on the following basis:

First week of service	1 days notice
Second week of service	2 days notice
Third week of service	3 days notice
Fourth week of service	4 days notice
Thereafter	1 weeks notice

or payment in lieu thereof.

13.3 Full-time employment

Any employee not specifically engaged as being a part-time or casual employee is for all purposes of this award a full-time employee, unless otherwise specified in the award.

13.4 Casual employment

13.4.1 A casual employee is an employee engaged as such.

13.4.2 A casual employee shall be paid per hour at the rate of 1/38th of the weekly rate prescribed for the class of work performed, plus 25%. Casual employees may also, at the election of the employer in accordance with 27.16 of this award receive a further one-twelfth of the appropriate hourly rate payable to a weekly employee in lieu of annual leave entitlements.

13.4.3 Casual employees must be paid at the termination of each engagement, but may agree to be paid weekly or fortnightly.

13.4.4 Caring responsibilities

[13.4.4 inserted by [PR964975](#) ppc 11Nov05]

13.4.4(a) Subject to the evidentiary and notice requirements in 29.1.2 and 29.1.3, casual employees are entitled to not be available to attend work, or to leave work:

if they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child; or

upon the death in Australia of an immediate family or household member.

13.4.4(b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

- 13.4.4(c)** An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

13.5 Regular part-time employment

An employer may employ regular part-time employees in any classification in this award.

- 13.5.1** A regular part-time employee is an employee who:
- 13.5.1(a)** works less than full-time hours of 38 hours per week; and
 - 13.5.1(b)** has reasonably predictable hours of work; and
 - 13.5.1(c)** receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.
- 13.5.2** At the time of engagement the employer and the regular part-time employee will agree in writing, on a regular pattern of work, specifying at least the hours worked each day, which days of the week the employee will work and the actual starting and finishing times each day.
- 13.5.3** Changes in weekly rosters shall only be made following consultation with the employee and shall require one week's notice in advance of the first changed hours or days.
- 13.5.4** Any agreed variation to the regular pattern of work will be recorded in writing.
- 13.5.5** An employer is required to roster a regular part-time employee for a minimum of three consecutive hours on any shift.
- 13.5.6** An employee who does not meet the definition of a regular part-time employee and who is not a full-time employee will be paid as a casual employee, unless otherwise specified in the award.
- 13.5.7** All time worked in excess of the hours as mutually arranged will be overtime and paid for at the appropriate overtime rate.
- 13.5.8** A regular part-time employee employed under the provisions of this clause must be paid for ordinary hours worked at the rate of 1/38th of the weekly rate prescribed for the class of work performed.

13.6 Employment for a specific period of time or a specific task or tasks

- 13.6.1** An employee may be engaged on a full-time or part-time basis for a specific period of time or for specific task/s.
- 13.6.2** The details of the specific period of time or specific task/s shall be set out in writing and retained by the employer. The employer shall provide a copy to the employee.

13.6.3 An employee engaged in accordance with this subclause is for all purposes of the award a full-time or part-time employee, except where otherwise specified in this award.

13.6.4 Service under a contract of employment for a specific period of time or specific task/s shall form part of an employee's period of continuous service, where such employee is engaged as a full-time or part-time employee immediately following such contract of employment.

13.7 Special conditions as to contract payroll envelopes

13.7.1 The provisions of this clause shall apply to the contract security services provided by the respondent organisations listed herein:

Brambles Security Services Ltd, 6th Floor, 33 Chandos St, St Leonards, 2065
Mayne Nickless Ltd, t/a Armaguard, 390 St Kilda Rd, Melbourne, 3004

13.7.2 Employees engaged as casuals performing enveloping duties in payroll operations shall be paid the following rates:

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

13.8 Special conditions for temporary employees

This clause shall apply to any **temporary employee**, as defined, employed by any other company or organisation which solely carries on the business of an employment agency, personnel consultant and/or staffing consultant undertaking the provision of temporary clerical staff to a range of clients.

13.8.1 **Temporary employee** for the purposes of this clause shall mean any person employed by an employment agency on a temporary basis.

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

13.8.3 The rate of pay for a temporary employee shall be based upon an hourly rate calculated pro-rata by dividing the appropriate weekly rate in clause 16 - Classifications and wage rates of this award by the number of hours fixed for a weeks work in 21.1 of this award. In addition to this amount, temporary employees shall be paid an additional 25% of the

hourly rate so calculated.

- 13.8.4** Temporary employees shall be paid within three working days of the end of a week in which a temporary engagement occurs.
- 13.8.5** To terminate the employment of a temporary employee, three hours notice shall be given by either the employer or the employee or in lieu thereof three hours pay shall be paid by the employer or forfeited by the employee as the case may be.
- 13.8.6** Notwithstanding the provisions of this subclause a lesser period of notice may be mutually agreed upon by the employer and the employee, such agreement to be evidenced in writing and signed by each party. The provisions of this subclause shall not apply in any instance where a temporary employee is dismissed for misconduct.
- 13.8.7** A temporary employee shall be paid a minimum of three hours pay for each day worked notwithstanding that a lesser number of hours may actually have been worked.
- 13.8.8** The provisions of this clause provide specific terms and conditions for temporary employees employed by employment agencies. Notwithstanding all other clauses in the award shall continue to apply to the employment of temporary employees save and except the clauses listed below which shall have no application to persons engaged as such and are specifically excluded:

Clause 15 -	Termination of employment
Clause 18 -	Payment of wages
Clause 27 -	Annual leave
Clause 28 -	Sick leave
Clause 30 -	Parental leave
Clause 31 -	Compassionate leave
Clause 32 -	Jury service
Clause 33 -	Public holidays

14. REDUNDANCY

14.1 Definitions

[14.1 substituted by [PR947660](#) ppc 08Jun04]

- 14.1.1 Business** includes trade, process, business or occupation and includes part of any such business.
- 14.1.2 Redundancy** occurs where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone and that decision leads to the termination of employment of the employee, except where this is due to the ordinary and customary turnover of labour.
- 14.1.3 Small employer** means an employer which employs fewer than 15 employees.
- 14.1.4 Transmission** includes transfer, conveyance, assignment or succession whether by

agreement or by operation of law and **transmitted** has a corresponding meaning.

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

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

14.2 Transfer to lower paid duties

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

14.3 Severance pay

[14.3 substituted by [PR947660](#) ppc 08Jun04]

14.3.1 Severance pay - other than employees of a small employer

An employee, other than an employee of a small employer as defined in 14.1., whose employment is terminated by reason of redundancy is entitled to the following amount of severance pay in respect of a period of continuous service:

Period of continuous service	Severance pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay*
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and less than 5 yeas	8 weeks' pay
5 years and less than 6 years	10 weeks' pay
6 years and less than 7 years	11 weeks' pay
7 years and less than 8 years	13 weeks' pay
8 years and less than 9 years	14 weeks' pay
9 years and less than 10 years	16 weeks' pay
10 years and over	12 weeks' pay

* **Week's pay** is defined in 14.1.

14.3.2 Severance pay - employees of a small employer

An employee of a small employer as defined in 14.1 whose employment is terminated by reason of redundancy is entitled to the following amount of severance pay in respect of a period of continuous service:

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

* **Week's pay** is defined in 14.1.

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

14.3.4 Continuity of service shall be calculated in the manner prescribed by 27.17. Provided that service prior to 8 June 2004 shall not be taken into account in calculating an entitlement to severance pay for an employee of a small employer pursuant to 14.3.2.

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

14.4 Employee leaving during notice period

[14.4 substituted by [PR947660](#) ppc 08Jun04]

An employee given notice of termination in circumstances of redundancy may terminate his or her employment during the period of notice set out in 15.1. In this circumstance the employee will be entitled to receive the benefits and payments they would have received under this clause had they remained with the employer until the expiry of the notice, but will not be entitled to payment in lieu of notice.

14.5 Alternative Employment

[14.5 substituted by [PR926945](#) from 22Jan03]

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

14.5.2 An employee who is employed by an employer named in 14.5.3 below, shall not, upon being offered acceptable alternative employment, be entitled to receive any severance

payment prescribed by 14.3. For the purposes of 14.5.2 and 14.5.3, acceptable alternative employment means employment on no less favourable terms and conditions and with recognition of all prior service with the employer named in 14.5.3.

14.5.3 The following is an employer as referred to in 14.5.2 above:

Mayne Group Limited ACN 004 073 410 ('Mayne'), in respect of the offers of employment by Linfox Australia Pty Ltd (ACN 004 718 647) or Linfox Armaguard Pty Ltd (ACN 099 701 872) following the sale of Mayne's non-health transport and logistics activities (encompassing Australian Contract Logistics and Armaguard business units).

[14.5.4 inserted by [PR947660](#) ppc 08Jun04]

14.5.4 This provision does not apply in circumstances involving transmission of business as set in subclause 14.8.

14.6 Job search entitlement

[14.6 title changed from Time off during notice period by [PR947660](#) ppc 08Jun04]

[14.6.1 substituted by [PR947660](#) ppc 08Jun04]

14.6.1 During the period of notice of termination given by the employer in accordance with 15.1, an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

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

[14.6.3 inserted by [PR947660](#) ppc 08Jun04]

14.6.3 The job search entitlements under this subclause apply in lieu of the provisions of 15.3.

14.7 Superannuation benefits

[14.7 deleted by [PR947660](#) ppc 08Jun04]

14.7 Employees exempted

[new14.7 inserted by [PR947660](#) ppc 08Jun04]

The provisions of this clause do not apply to:

- employees terminated as a consequence of serious misconduct that justifies dismissal without notice;
- probationary employees;
- apprentices;
- trainees;

- employees engaged for a specific period of time or for a specified task or tasks; or
- casual employees.

14.8 Employees exempted

[14.8 deleted by [PR947660](#) ppc 08Jun04]

14.8 Transmission of business

[new 14.8 inserted by [PR947660](#) ppc 08Jun04]

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

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

14.8.1(b) Where the employee rejects an offer of employment with the transmittee:

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

14.8.2 The Commission may vary 14.8.1(b) if it is satisfied that this provision would operate unfairly in a particular case.

14.9 Employers exempted

[14.9 deleted by [PR947660](#) ppc 08Jun04]

14.9 Incapacity to pay

[new 14.9 inserted by [PR947660](#) ppc 08Jun04]

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

14.10 Incapacity to pay

[14.10 deleted by [PR947660](#) ppc 08Jun04]

14.11 Transmission of business

[14.11 deleted by [PR947660](#) ppc 08Jun04]

15. TERMINATION OF EMPLOYMENT

15.1 Notice of termination by employer

15.1.1 In order to terminate the employment of a full-time or regular part-time employee the employer shall give to the employee the period of notice specified in the table below:

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

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

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

[15.1.4 substituted by [PR947660](#) ppc 08Jun04]

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

- 15.1.4(a)** the employee's ordinary hours of work (even if not standard hours); and
- 15.1.4(b)** the amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties; and
- 15.1.4(c)** any other amounts payable under the employee's contract of employment.

[15.1.5 substituted by [PR947660](#) ppc 08Jun04]

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

- 15.1.5(a)** in the case of dismissal for serious misconduct;
- 15.1.5(b)** to apprentices;

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

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

15.1.5(e) to casual employees.

15.1.6 Notwithstanding the foregoing provisions trainees who are engaged for a specific period of time shall once the traineeship is completed and provided that the trainees' services are retained have all service including the training period counted in determining entitlements. In the event that a trainee is terminated at the end of the traineeship and is re-engaged by the same employer within six months of such termination the period of traineeship shall be counted as service in determining any future termination.

15.1.7 For the purpose of this clause, continuity of service shall be calculated in the manner prescribed by 27.17 of this award.

15.2 Notice of termination by an employee

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

[15.2.2 substituted by [PR947660](#) ppc 08Jun04]

15.2.2 If an employee fails to give the notice set out in 15.1.1 then the employer has the right to withhold monies due to the employee to a maximum amount equal to the amount the employee would have received under 15.1.4.

15.3 Job search entitlement

[15.3 Time off during notice period title changed by [PR947660](#) ppc 08Jun04]

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

15.4 Summary dismissal

The period of notice in this clause shall not apply in the case of summary dismissal.

15.5 Transmission of business

[15.5 inserted by [PR947660](#) ppc 08Jun04]

Where a business is transmitted from one employer to another, as set out in clause 14 - Redundancy of this award, the period of continuous service that the employee had with the

transmitter or any prior transmitter is deemed to be service with the transmittee and taken into account when calculating notice of termination. However, an employee shall not be entitled to notice of termination or payment in lieu of notice for any period of continuous service in respect of which notice has already been given or paid for.

PART 5 - WAGES AND RELATED MATTERS

16. CLASSIFICATIONS AND WAGE RATES

16.1 Grading structure

16.1.1 Advising employees of grading

16.1.1(a) All employees covered by this award shall be graded according to the grading structure set out in this clause. Employers shall advise their employees in writing of their grading and of any changes to their grading.

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

16.1.2 Employees disputing gradings

16.1.2(a) An employee can dispute any grading or new grading made in accordance with 16.1 hereof by advising the employer in writing.

16.1.2(b) If this dispute cannot be resolve by the employer and employee in a reasonable time it will be dealt with in accordance with the dispute resolution procedure in this award.

16.2 Classifications and wage rates

[16.2 substituted by [S8765](#) ppc 02Jun00]

16.2.1 Grade 1 clerical assistant

[16.2.1 varied by [PR905722](#) [PR919422](#) [PR932692](#) [PR947404](#); [PR959329](#) ppc 02Jul05 (ppc 01Aug05 for Victorian employers bound to apply the terms of this award by [PR950655](#))]

Adults	Weekly award rate
	\$
First 6 months' experience at this grade	533.10
More than 6 months and less than 12 months' experience at this grade	538.20
After 12 months' experience at this grade	543.40

16.2.1(a) Employees in this grade perform and are accountable for clerical and office tasks as directed within the skill levels set out. They work within established routines,

methods and procedures. Supervision is direct.

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

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

16.2.1(b) Machine operation - skill level 1

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

16.2.1(c) Information handling skills - skill level 1

Receive, sort, open, distribute incoming mail, process outgoing mail, receive incoming and dispatch outgoing courier mail, deliver messages and documents to appropriate persons/locations. Prepare and collate documents. Sort and file documents/records accurately in correct location/sequence using an established paper based filing system.

16.2.1(d) Enterprise/industry, specialist skills - skill level 1

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

16.2.2 Grade 2 clerical officer

[16.2.2 varied by [PR905722](#) [PR919422](#) [PR932692](#) [PR947404](#); [PR959329](#) ppc 02Jul05 (ppc 01Aug05 for Victorian employers bound to apply the terms of this award by [PR950655](#))]

Adults	Weekly award rates
	\$
First 6 months' experience at this grade	553.60
More than 6 months' and less than 12 months' experience at this grade	558.70
After 12 months' experience at this grade	563.90

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

Supervision is routine.

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

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

16.2.2(b) Machine operation - skill level 2

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

16.2.2(c) Computer - skill level 1

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

16.2.2(d) Keyboard typing - skill level 1

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

16.2.2(e) Information handling skills - skill level 2

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

16.2.2(f) Enterprise/industry, specialist skills - skill level 2

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

16.2.2(g) Business/financial skills - skill level 1

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

16.2.3 Grade 3 clerical officer

[16.2.3 varied by [PR905722](#) [PR919422](#) [PR932692](#) [PR947404](#); [PR959329](#) ppc 02Jul05 (ppc 01Aug05 for Victorian employers bound to apply the terms of this award by [PR950655](#))]

Adults	Weekly award rates
	\$
First 6 months' experience at this grade	571.00
After 6 months' experience at this grade	578.20

16.2.3(a) Employees in this grade perform clerical and office tasks using a more extensive range of skills and knowledge at a level higher than required in Grade 2.

They are responsible and accountable for their own work, which is performed within established guidelines, they exercise limited discretion within the range of their skill and knowledge. Supervision is general.

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

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

16.2.3(b) Machine operation - skill level 3

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

16.2.3(c) Keyboard typing - skill level 2

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

16.2.3(d) Computer - skill level 2

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

16.2.3(e) Word processing - skill level 1

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

16.2.3(f) Secretarial - skill level 1

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

16.2.3(g) Enterprise/industry, specialist skills - skill level 3

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

16.2.3(h) Information handling skills - skill level 3

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

16.2.3(i) Business/financial skills - skill level 2

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

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

16.2.4 Grade 4 clerical officer

[16.2.4 varied by [PR905722](#) [PR919422](#) [PR932692](#) [PR947404](#); [PR959329](#) ppc 02Jul05 (ppc 01Aug05 for Victorian employers bound to apply the terms of this award by [PR950655](#))]

Adult	Weekly award rate
	\$
	606.00

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

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

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

16.2.4(b) Keyboard typing - skill level 3

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

16.2.4(c) Computer - skill level 3

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

16.2.4(d) Word processing - skill level 2

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

16.2.4(e) Secretarial - skill level 2

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

16.2.4(f) Enterprise/industry, specialist skills - skill level 4

Provide detailed advice and information on the organisation's products and services; respond to client/public/supplier and internal organisation inquiries, within own function area, using such techniques as personal interview and liaison; explain organisation's viewpoint to clients and appropriate persons; using knowledge of internal/external regulatory requirements related to own function area. Acquire and use specialist vocabulary, i.e. technical/medical/legal within the scope of this grade.

16.2.4(g) Information handling skills - skill level 4

Create new forms of files and records as required using computer-based records systems; e.g. customer/client/supplier and subscription lists. Access, identify, and extract information as required from external sources, e.g. databases, libraries, local authorities.

16.2.4(h) Business/financial skills - skill level 3

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

16.2.4(i) Supervisory - skill level 1

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

16.2.5 Grade 5 administrative officer

[16.2.5 varied by [PR905722](#) [PR919422](#) [PR932692](#) [PR947404](#); [PR959329](#) ppc 02Jul05 (ppc 01Aug05 for Victorian employers bound to apply the terms of this award by [PR950655](#))]

Adult	Weekly award rate
	\$
	639.00

16.2.5(a) Employees in this grade perform clerical and administrative duties using a more extensive range of skills and knowledge at a level higher than required in Grade 4. They are responsible and accountable for their own work, and may have limited responsibility for the work of others. They exercise initiative, discretion and judgement within the range of their skills and knowledge. Supervision is minimal. Employees shall be graded at this level where the principal functions of their employment, as determined by the employer, require the exercise of any one or more of the skill levels numbered set out below.

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

16.2.5(b) Computer - skill level 4

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

16.2.5(c) Word processing - skill level 3

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

16.2.5(d) Secretarial - skill level 3

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

16.2.5(e) Enterprise industry, specialist skills - skill level 5

Apply detailed knowledge of the industry in which the organisation operates to complex issues/arrangements in such areas as consumer/client services, special products/service knowledge, and respond within established internal/external regulatory parameters and policies. Indicative Specialist Skills Include; apply detailed knowledge of customs law and regulations to overseas sales and ordering. Apply detailed knowledge of inventory/stock requirements to obtain competitive quotations and initiate purchasing. Apply detailed knowledge of internal/external regulatory parameters and policies relating to industrial employment law, occupational health and safety, workers compensation claims procedures, superannuation requirements.

16.2.5(f) Information handling skills - skill level 5

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

16.2.5(g) Business/financial skills - skill level 4

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

Apply detailed knowledge of organisations credit terms to new accounts and to following up significant debtors, prepare periodic debtor statements.

16.2.5(h) Supervisory - skill level 2

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

16.2.6 Grade 6 administrative officer

[16.2.6 varied by [PR905722](#) [PR919422](#) [PR932692](#) [PR947404](#); [PR959329](#) ppc 02Jul05 (ppc 01Aug05 for Victorian employers bound to apply the terms of this award by [PR950655](#))]

Adult	Weekly award rates
	\$
	679.00

16.2.6(a) Employees in this grade perform clerical and administrative duties using a more extensive range of skills and knowledge at a level higher than required in Grade 5. They are responsible and accountable for their own work, and may have responsibility for the work of a section or unit. They exercise initiative, discretion and judgement within the range of their skills and knowledge. Supervision is by means of reporting to more senior staff as required.

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

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

16.2.6(b) Computer - skill level 5

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

16.2.6(c) Enterprise/industry, specialist skills - skill level 6

Apply knowledge of the organisation's objectives and performance, and apply specialist knowledge, in areas such as projected growth, product trends and general industry conditions, examples include: knowledge of competitors and major clients market structure in the performance of own responsibilities; import/export activities. Indicative Specialist Skills Include; Use knowledge of basic statistics to interpret data from spreadsheets, statistical tables, graphs and frequency tables in the performance of own responsibilities. Administration of workers compensation claims, insurance and disputed claims.

16.2.6(d) Supervisory - skill level 3

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

16.2.6(e) Business/financial skills - skill level 5

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

16.2.6(f) Secretarial - skill level 4

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

16.2.7 Juniors

Junior employees shall be graded in the manner set out in 16.2 hereof. Junior wages per week shall be the award rate of pay as follows:

16.2.7(a) Grade 1 or Grade 2

[16.2.7(a) substituted by [PR905722](#) [PR919422](#) [PR932692](#) [PR947404](#); [PR959329](#) ppc 02Jul05 (ppc 01Aug05 for Victorian employers bound to apply the terms of this award by [PR950655](#))]

First 6 months' experience at this grade:

Age	Percentage wage	Weekly award rate
	%	\$
Under 16	45	249.10
At 16	50	276.80
At 17	60	332.20
At 18	70	387.50
At 19	80	442.90
At 20	90	498.20

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

Age	Percentage wage	Weekly award rate
	%	\$
Under 16	45	251.40
At 16	50	279.40
At 17	60	335.20
At 18	70	391.10
At 19	80	447.00
At 20	90	502.80

More than 12 months' experience at this grade:

Age	Percentage wage	Weekly award rate
	%	\$
Under 16	45	253.80
At 16	50	282.00
At 17	60	338.30
At 18	70	394.70
At 19	80	451.10
At 20	90	507.50

16.2.7(b) Grade 3

[16.2.7(b) substituted by [PR905722](#) [PR919422](#) [PR932692](#) [PR947404](#); corrected by [PR952650](#); substituted by [PR959329](#) ppc 02Jul05 (ppc 01Aug05 for Victorian employers bound to apply the

terms of this award by [PR950655](#))]

First six months' experience at this grade:

Age	Percentage wage	Weekly award rate
	%	\$
Under 16	45	257.00
At 16	50	285.50
At 17	60	342.60
At 18	70	399.70
At 19	80	456.80
At 20	90	513.90

After six months' experience at this grade:

Age	Percentage wage	Weekly award rate
	%	\$
Under 16	45	260.20
At 16	50	289.10
At 17	60	346.90
At 18	70	404.70
At 19	80	462.60
At 20	90	520.40

16.2.7(c) Definitions - supervision

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

- 16.2.7(c)(i) Direct;** the employee receives detailed instructions on work to be performed and is subject to frequent personal progress checks.
- 16.2.7(c)(ii) Routine;** the employee receives broad instructions on work to be performed except when new or unusual features require more specific instructions. Work in progress is checked intermittently whilst all work is checked on completion.
- 16.2.7(c)(iii) General;** the employee receives specific instructions only when new procedures or tasks are involved. Work is checked on completion.
- 16.2.7(c)(iv) Limited;** the employee is subject to work checks which are generally confined to establishing that satisfactory progress is being made. Work is reviewed on completion.
- 16.2.7(c)(v) Minimal;** the employee is subject to final review/report back on work and may receive assistance with specific problems.

16.3 Arbitrated safety net adjustment

[16.3 substituted by [S8765](#) [PR905722](#) [PR919422](#) [PR932692](#) [PR947404](#); [PR959329](#) ppc 02Jul05 (ppc 01Aug05 for Victorian employers bound to apply the terms of this award by [PR950655](#))]

The rates of pay in this award include the arbitrated safety net adjustment payable under the *Safety Net Review—Wages June 2005* decision [[PR002005](#)]. This arbitrated safety net adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this award which are above the wage rates prescribed in the award. Such above-award payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Australian workplace agreements, award variations to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

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

16A. TRANSITIONAL WAGE RATES FOR VICTORIA—APPLICATION OF COMMON RULE AWARD

[16A inserted by [PR959329](#) ppc 07Jun05]

16A.1 This clause contains the transitional rates of pay and allowances for employers in the state of Victoria who were previously not bound by this award, but are now subject to the award by virtue of the award having been declared a common rule award under s.141 of the *Workplace Relations Act 1996*.

16A.2 These transitional rates of pay and allowances shall not apply after the beginning of the first pay period commencing on or after 1 August 2005.

16A.3 **Wage rates** (clauses 16.2.1–16.2.6)

Adults	Weekly award rate
	\$
Grade 1 clerical assistant	
First 6 months' experience at this grade	516.10
More than 6 months and less than 12 months' experience at this grade	521.20
After 12 months' experience at this grade	526.40
Grade 2 clerical officer	
First 6 months' experience at this grade	536.60
More than 6 months' and less than 12 months' experience at this grade	541.70
After 12 months' experience at this grade	546.90
Grade 3 clerical officer	
First 6 months' experience at this grade	554.00
After 6 months' experience at this grade	561.20

Grade 4 clerical officer	589.00
Grade 5 administrative officer	622.00
Grade 6 administrative officer	662.00

16A.4 Juniors (clause 16.2.7)

16A.4.1 Grade 1 or Grade 2

First 6 months' experience at this grade:

Age	Percentage wage	Weekly award rate
	%	\$
Under 16	45	241.50
At 16	50	268.30
At 17	60	322.00
At 18	70	375.60
At 19	80	429.30
At 20	90	482.90

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

Age	Percentage wage	Weekly award rate
	%	\$
Under 16	45	243.80
At 16	50	270.90
At 17	60	325.00
At 18	70	379.20
At 19	80	433.40
At 20	90	487.50

More than 12 months' experience at this grade:

Age	Percentage wage	Weekly award rate
	%	\$
Under 16	45	246.10
At 16	50	273.50
At 17	60	328.10
At 18	70	382.80
At 19	80	437.50
At 20	90	492.20

16A.4.2 Grade 3

First six months' experience at this grade:

Age	Percentage wage	Weekly award rate
	%	\$
Under 16	45	249.30
At 16	50	277.00
At 17	60	332.40
At 18	70	387.80
At 19	80	443.20
At 20	90	498.60

After six months' experience at this grade:

Age	Percentage wage	Weekly award rate
	%	\$
Under 16	45	252.50
At 16	50	280.60
At 17	60	336.70
At 18	70	392.80
At 19	80	449.00
At 20	90	505.10

16A.5 Supported wage (clause 17)

16A.5.1 Provided that the minimum amount payable shall be not less than \$60 per week.

16A.5.2 The minimum amount payable to the employee during the trial period shall be no less than \$60 per week.

16A.6 Meal allowance (clause 19.4)

16A.6.1 An employee shall be supplied with an adequate meal where an employer has its own cooking and dining facilities or shall be paid meal money in addition to any overtime payment as follows:

16A.6.1(a) When required to work not less than one hour of overtime (Monday to Friday inclusive) and such overtime finishes one and a half hours after the normal finishing time or five hours after the preceding meal break, whichever first occurs, or in the case of a shift worker when the overtime work on any shift exceeds one hour - \$10.20. Provided that where such overtime work exceeds four hours a further meal allowance of \$8.15 shall be paid.

16A.6.1(b) When required to work more than five hours overtime on a Saturday or a Sunday, or more than five hours by a shift worker on the rostered day off - \$10.20 and a further \$8.15 when required to work more than nine hours on such day.

16A.7 Vehicle allowance (clause 19.5)

16A.7.1 Motor Cars - 51 cents per kilometre with a maximum payment as for 400 kilometres per week; and

16A.7.2 Motor Cycles - 28 cents per kilometre with a maximum payment as for 400 kilometres per week.

16A.8 Uniform allowance (clause 19.7)

Where an employer requires an employee to wear any special uniform, dress, or clothing, such employee shall be paid an allowance of \$3.20 per week unless such uniform, dress, or clothing is supplied and laundered by the employer.

17. SUPPORTED WAGES SYSTEM

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

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

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

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

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

17.2 Eligibility criteria

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

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

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

17.3 Supported wage rates

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

Assessed capacity (clause 17.4)	Prescribed award rate
10%*	10%
20%	20%
30%	30%
40%	
40%	
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

[17.3.2 varied by [PR932692](#) [PR947404](#); [PR959329](#) ppc 02Jul05 (ppc 01Aug05 for Victorian employers bound to apply the terms of this award by [PR950655](#))]

17.3.2 Provided that the minimum amount payable shall be not less than \$61 per week.

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

17.4 Assessment of capacity

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

17.4.1 The employer the union, in consultation with the employee or, if desired by any of these;

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

17.5 Lodgment of assessment instrument

17.5.1 All assessment instruments under the conditions of this clause, including the appropriate

percentage of the award wage to be paid to the employee, shall be lodged by the employer with the Registrar of the Australian Industrial Relations Commission.

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

17.6 Review of assessment

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

17.7 Other terms and conditions of employment

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

17.8 Workplace adjustment

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

17.9 Trial period

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

- 17.9.2** During that trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.

[17.9.3 varied by [PR932692](#) [PR947404](#); [PR959329](#) ppc 02Jul05 (ppc 01Aug05 for Victorian employers bound to apply the terms of this award by [PR950655](#))]

- 17.9.3** The minimum amount payable to the employee during the trial period shall be no less than \$61 per week.

- 17.9.4** Work trials should include induction or training as appropriate to the job being trialled.

- 17.9.5** Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under 17.4 hereof.

18. PAYMENT OF WAGES

18.1 Wages shall be paid weekly either:

18.1.1 according to the actual ordinary hours worked each week; or

18.1.2 according to the average number of ordinary hours worked each week.

By agreement between the employer and the majority of employees in the relevant enterprise, wages may be paid fortnightly or monthly.

18.2 Method of payment

Wages shall either be paid by cash, cheque or electronic funds transfer into the employee's bank (or other recognised financial institution) account.

18.3 Day off coinciding with payday

Where an employee is paid wages by cash or cheque and the employee is, by virtue of the arrangement of their ordinary hours, to take a day off on a day which coincides with payday, such employee must be paid no later than the working day immediately following payday. However, if the employer is able to make suitable arrangements, wages may be paid on the working day preceding payday.

18.4 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:

18.4.1 The employee will accrue a credit for each day the employee works ordinary hours in excess of the daily average.

18.4.2 The employee will accrue a credit for each day of absence from duty other than on annual leave, long service leave, public holidays, paid sick leave, worker's compensation, paid compassionate leave, paid family leave, or jury service.

An employee absent for part of a day (other than on annual leave, long service leave, public holidays, paid sick leave, workers' compensation, paid compassionate leave, paid family leave, 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.

18.5 Standing down employees

The employer has the right to deduct payment for any day the employee cannot be usefully employed because of any strike or through any breakdown in machinery or any stoppage of work by any cause which the employer cannot reasonably be held responsible, provided that such standing down shall not be deemed a break in the continuity of the employment of the employee for the purpose of any rights under this award.

19. ALLOWANCES

19.1 Bank deposits and/or withdrawals

Unless an escort or a taxi is provided by the employer then the employer will pay an allowance which will either provide for an escort or the payment of a taxi fare. This provision will only apply where an employee is required to attend a banking institution for the purpose of depositing or withdrawing cash in excess of \$300.00.

19.2 Transport of employees - shift workers.

When an employee working shift commences or finishes work at a time other than the employee's normal time of commencing or finishing and when reasonable means of transport is not available, the employer will reimburse the employee an amount equal to the cost of any transport which allows the employee to reach the employee's home by other means of transport, unless the employer provides suitable transport.

19.3 Protective clothing and footwear.

19.3.1 The employer will reimburse employees engaged in work damaging to clothing (for example, the use, maintenance or running repairs of office machines or in the receiving and/or despatch of goods) an amount equal to the cost of uniforms and/or protective clothing, except where uniforms and/or protective clothing are provided free of charge by the employer.

19.3.2 The employer will reimburse employees who are constantly required to work under conditions which are wet and damaging to footwear, (i.e. on surfaces periodically hosed down or in wet or muddy conditions) an amount equal to the cost of appropriate protective footwear, except where appropriate protective footwear is provided free of charge by the employer.

19.4 Meal allowance

[19.4.1 substituted by [S8765](#) [PR905722](#) [PR919422](#) [PR932692](#) [PR947404](#) [PR959329](#); [PR975593](#) ppc 01Dec06; varied by [PR978570](#); [PR983689](#) ppc 01Oct08]

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

19.4.1(a) When required to work not less than one hour of overtime (Monday to Friday inclusive) and such overtime finishes one and a half hours after the normal finishing time or five hours after the preceding meal break, whichever first occurs, or in the case of a shift worker when the overtime work on any shift exceeds one hour - \$12.00. Provided that where such overtime work exceeds four hours a further meal allowance of \$9.60 shall be paid.

19.4.1(b) When required to work more than five hours overtime on a Saturday or a Sunday, or more than five hours by a shift worker on the rostered day off - \$12.00 and a

further \$9.60 when required to work more than nine hours on such day.

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

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

19.4.4 The allowances specified in 19.4.1(a) and 19.4.1(b) hereof shall be increased from time to time based on the following calculations:

19.4.4(a) The allowance will be varied annually as soon as the Australian Bureau of Statistics figures become available for the previous year (eg March to December quarters)

19.4.4(b) The Victorian Meal Out and Take Away Food component of the CPI will be the indicator to determine the increase for the allowances for the next twelve months.

19.5 Vehicle allowance

[19.5 substituted by [PR932692](#) ppc 02Jul03]

19.5.1 An employee required by the employer to use the employee's motor vehicle in the performance of the duties shall be paid the following allowances:

[19.5.1(a) varied by [PR959329](#) [PR975593](#); [PR983689](#) ppc 01Oct08]

19.5.1(a) Motor Cars - 63 cents per kilometre with a maximum payment as for 400 kilometres per week; and

[19.5.1(b) varied by [PR959329](#) [PR975593](#); [PR983689](#) ppc 01Oct08]

19.5.1(b) Motor Cycles - 34 cents per kilometre with a maximum payment as for 400 kilometres per week

19.5.2 The employer shall pay all expenses including registration, running and maintenance where an employer provides a motor vehicle which is used by an employee in the performance of the employee's duties.

19.6 Living away from home allowance

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

19.6.1 The payment of an allowance to cover all fares to and from the place at which the employer requires the employee to work.

19.6.2 The payment of an allowance to cover all reasonable expenses incurred for board and lodging.

19.6.3 The allowances referred to in 19.6.1 and 19.6.2 hereof shall not be paid where the fares

and the board and lodging are provided by the employer.

- 19.6.4** In addition to the above, the employee shall receive payment at ordinary rates of pay for all time spent in travelling between the employee's usual place of employment and the temporary location, such paid time not to exceed eight hours in 24 hours.

19.7 Uniform allowance

[19.7 substituted by [S8765](#) [PR905722](#) [PR919422](#) [PR932692](#) [PR947404](#) ppc 02Jul04; varied by [PR975593](#) [PR978570](#); [PR983689](#) ppc 01Oct08]

Where an employer requires an employee to wear any special uniform, dress, or clothing, such employee shall be paid an allowance of \$3.65 per week unless such uniform, dress, or clothing is supplied and laundered by the employer.

19.8 Accident make-up payment

19.8.1 Accident pay

Where an employee becomes entitled to weekly compensation payments pursuant to the *Accident Compensation Act 1985* (the Act), the employer will pay to the employee an amount equivalent to the difference between:

- 19.8.1(a)** the level of weekly compensation and any weekly wages earned or able to be earned if partially incapacitated; and
- 19.8.1(b)** the amount that would have been payable under this award for the classification of work if the employee had been performing their normal duties, and any weekly overaward payment, provided that such rate shall exclude additional remuneration by way of attendance bonus payments, shift premiums, overtime payments, special rates, fares and travelling allowance or other similar payments.

19.8.2 Accident pay shall not apply:

- 19.8.2(a)** in respect of any injury during the first five normal working days of incapacity;
- 19.8.2(b)** to any incapacity occurring during the first two weeks of employment unless such incapacity continues beyond the first two weeks;
- 19.8.2(c)** where in accordance with the *Accident Compensation Act* a medical practitioner provides information to an employer of an employee's fitness for work or specifies work for which an employee has a capacity and such work is made available by an employer but not commenced by an employee.

- 19.8.3** Industrial diseases contracted by a gradual process or injuries subject to recurrence, aggravation or acceleration shall not be subject to the accident pay unless the employee has been employed with the employer at the time of the incapacity for a minimum period of one month.

- 19.8.4** The maximum period or aggregate of periods of accident pay to be made by an employer shall be a total of 26 weeks for any one injury.
- 19.8.5** Where an employee receives a weekly payment under this section and subsequently such payment is reduced pursuant to the Act, such reduction will not render the employer liable to increase the amount of accident pay in respect of that injury.
- 19.8.6** Entitlement to accident pay ceases on termination of the employee's employment, except where such termination:
- 19.8.6(a)** is by the employer other than for reason of the employee's serious and/or wilful misconduct; or
 - 19.8.6(b)** arises from a declaration of bankruptcy or liquidation of the employer, in which case the employee's entitlement in the absence of agreement shall be referred to the Australian Industrial Relations Commission to determine.
- 19.8.7** An employee on engagement may be required to declare all workers compensation claims made in the previous five years, and in the event of false or inaccurate information being deliberately and knowingly declared the employer may require the employee to forfeit their entitlement to accident pay under this clause.

20. SUPERANNUATION

Note: The *Superannuation Legislation Amendment (Choice of Superannuation Funds) Act 2005* provides that individual employees generally have the opportunity to choose their own superannuation funds. For further information see the AIRC guidance note — [Choice of Superannuation Funds and Award Provisions](#)

20.1 Definitions

In this clause:

20.1.1 Eligible employee means an employee who:

20.1.1(a) Where the employee is not a casual:

20.1.1(a)(i) commenced employment with the employer at least one month prior to the implementation date; or

20.1.1(a)(ii) commenced employment after one month prior to the implementation date and such employment has been for at least one month;

Where for the purposes of this subparagraph, **employment** is the period of continuous employment continuing on the day in respect of which the employer would, but for this definition, be obliged to make contributions pursuant to this clause in respect of the employee where continuity of employment is calculated in the manner prescribed by 27.17 of this award; or

20.1.1(b) Where the employee is a casual:

20.1.1(b)(i) has had a start with the employer on 28 days in a period no greater than one year where such period commences no earlier than the date one year preceding the implementation date; and

20.1.1(a)(ii) has achieved an average of at least,

- in the case of junior employees, twelve hours per week; or
- in the case of adult employees, six hours per week,

Employment with the employer during the one month immediately preceding any day in respect of which the employer would, but for this definition, be obliged to make contributions pursuant to this clause in respect of the employee; and

20.1.1(c) is a member of the fund; or

20.1.1(d) is not a member of the fund, other than through the employee's own choice, where the employer has failed to comply with 20.2 hereof.

20.1.2 **Employee** means an employee, covered by the terms of this award, employed by the employer.

20.1.3 **Fund** means a superannuation fund selected by an employer pursuant to 20.3 hereof.

20.1.4 **Implementation date** means the beginning of the first pay period commencing on or after 28 May 1989.

20.1.5 **Occupational superannuation guidelines** means the relevant provisions of the *Occupational Superannuation Standards Act 1987* (Commonwealth) and the regulations thereunder.

20.1.6 **Ordinary time earnings** means the wage rate that an employee receives in accordance with clause 16 - Classifications and wage rates and 13.7 of this award for work performed in ordinary hours including supplementary payment, an overaward payment and shift allowance.

20.1.7 In the case of casual employees, the term **ordinary hours** shall mean all regularly rostered hours. (Effective first pay period on or after 19 December 1990.)

20.2 Fund membership

20.2.1 If an eligible employee is not a member of the fund, the employer shall:

20.2.1(a) on or prior to the implementation date; or

20.2.1(b) on or about the employee's commencement of employment with the employer;

Whichever is the later, make the employee aware of the employee's entitlements under this

clause and offer the employee the opportunity to become a member of the fund and in the event that the employee, through the employee's own choice, does not become a member of the fund, the employer shall remind the employee, in writing, on or about 30 June next occurring, of such entitlements and such offer.

20.3 Selection of fund

20.3.1 The employer shall make the contributions or improvements pursuant to this clause in respect of an eligible employee to any of the following funds selected by the employer:

- 20.3.1(a)** the Clerical and Related Employees Superannuation Fund; or
- 20.3.1(b)** an industry or multi-employer superannuation fund which has application to the employees in the main business of the employer and which complies with the Occupational superannuation guidelines and has joint employer/union management, but only where eligible employees covered by this clause are a minority of award covered employees; or
- 20.3.1(c)** subject to 20.3.2 hereof, a superannuation fund which has application to the employees in the main business of the employer pursuant to a superannuation arrangement approved by an industrial tribunal prior to the implementation date, but only where eligible employees covered by this clause are a minority of award covered employees; or
- 20.3.1(d)** a superannuation fund approved by the Australian Industrial Relations Commission as a satisfactory fund.

Provided that in the case of:

- 20.3.1(e)** an employer who belongs to the religious fellowship known as Brethren and who holds a certificate issued by the Registrar of the Australian Industrial Relations Commission pursuant to Section 267 of the *Workplace Relations Act 1996* (Commonwealth) the fund may be any fund nominated by the employer which is approved by the Brethren; and
- 20.3.1(f)** an employee who belongs to the religious fellowship known as Brethren and who holds a certificate issued by the Registrar of the Australian Industrial Relations Commission pursuant to Section 267 of the *Workplace Relations Act 1996* (Commonwealth), notwithstanding the provisions contained in 20.3.1(a) to 20.3.1(e) (inclusive) hereof, the fund shall be the fund nominated by the employee where that fund is approved by the Brethren.

20.3.2 Where an employer elects to contribute to a fund prescribed in 20.3.1(c) hereof in respect of an eligible employee and:

- 20.3.2(a)** such arrangement prescribes, either solely or as a part of a choice with another fund or funds, different funds for different occupations or occupational groups (however described) then, in relation to such eligible employee, the fund shall be the fund referred to in 20.3.1(a) hereof, provided that where under such arrangement there is

a choice of another fund or funds the same range of choice shall be provided to such eligible employee in the manner provided for in 20.3.2(b) hereof; or

- 20.3.2(b)** such arrangement provides a choice of two or more funds to employees covered by such arrangement, the same choice, subject to 20.3.1(a) hereof shall be offered to such eligible employee upon the same terms provided in such arrangement.

20.4 Contributions

- 20.4.1** The contribution required to be made by an employer in respect of each eligible employee is three per cent of the eligible employee's ordinary time earnings for each of the eligible employee's completed pay periods commencing on or after the implementation date.
- 20.4.2** Where an employer becomes obliged to contribute pursuant to this clause in respect of an eligible employee referred to in 20.1.1(a)(ii) hereof, the employer shall make a once only contribution in respect of the one month referred to therein at the time the employer becomes obliged to make contributions pursuant to 20.5 hereof.
- 20.4.3** In lieu of the contributions specified in 20.4.1 and 20.4.2 hereof, the benefits offered by the fund may be improved such that the overall costs of such improvements are equivalent to the contributions required to be made pursuant to this clause.
- 20.4.4** The contributions required to be made by the above provisions shall be made to the relevant fund in the manner and at the times specified by the terms of the fund or any agreement between the employer and the trustees of the fund.

20.5 Suspension of contribution

- 20.5.1** Notwithstanding any other provision of this clause an employer shall not be liable to make the contributions prescribed by this clause in respect of an eligible employee for any period of unpaid absence where for the purposes of this paragraph **unpaid absence** means in relation to such eligible employee any period during which the eligible employee is absent from active attendance to the employee's normal duties as an employee of the employer and is not paid or entitled to be paid a salary or wage by the employer but does not include any period for which the employer is required to pay accident make-up pay to the eligible employee pursuant to this award.
- 20.5.2** Should a fund to which the employer is making a contribution in respect of an eligible employee in accordance with this clause lose its approved status under the Commonwealth's taxation legislation or fail to conform fully to the Occupational superannuation guidelines, the employer may suspend the contributions required to be made to such fund by this clause until such time as compliance is achieved;

Provided that upon compliance being re-established the employer shall make the contributions to the fund that would have been payable during the period the fund failed to comply with such legislation or guidelines and which were not made.

20.6 Supersession by other award or agreement or legislation

Notwithstanding the provisions of this clause, where an employer becomes obliged by an award of any federal or state industrial tribunal, industrial agreement or legislation to contribute to a superannuation fund in respect of an employee covered by the terms of this clause, then that employer's obligation pursuant to the terms of this clause to make employer contributions in respect of that employee shall be reduced by the amount of the contributions the employer is required to make in accordance with that award, industrial agreement or legislation from the date that employer becomes obliged to make such other contributions.

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

21. HOURS OF WORK (OTHER THAN SHIFT WORKERS)

21.1 Weekly hours of work- day workers

- 21.1.1** The ordinary hours of work for day workers are to be an average of 38 per week but not exceeding 152 hours in 28 days.
- 21.1.2** The ordinary hours of work may be worked from 7.00 a.m. to 6.30 p.m. Monday to Friday and 7.00 a.m. - 12.30 noon Saturday. Provided that where an employee is employed in association with other classes of employees who work a five day week the days on which ordinary hours can be worked are Monday to Friday 7.00 a.m. to 6.30 p.m.
- 21.1.3** Not more than ten hours exclusive of meal breaks (except if paid for at overtime rates) shall be worked in any one day.
- 21.1.4** Where a previous arrangement exists at a particular workplace whereby employees who as at 1 January 1988, were already working 38 hours or less ordinary hours each week, such arrangement shall continue in operation unless mutually agreed by the employer and majority of employees or between the employer and an individual employee to apply an alternative method.
- 21.1.5** Circumstances may arise where difference methods of working a 38 hour week apply to various groups or sections of employees in the office or establishment concerned.

21.2 Working ordinary hours on Saturday and Sunday

- 21.2.1** The days on which ordinary hours are worked may include Saturday (if not already provided for in 21.1.2 hereof) and Sunday subject to agreement between the employer and the majority of employees concerned. Agreement in this respect may also be reached between the employer and an individual employee.
- 21.2.2** Where agreement is reached in accordance with this clause the minimum rate to be paid for a day worker for ordinary time worked between midnight on Friday and midnight on Saturday shall be time and a half.
- 21.2.3** Where agreement is reached in accordance with this clause the minimum rate to be paid for a day worker for ordinary time worked between midnight on Saturday and midnight

on Sunday shall be double time.

21.3 Altering spread of hours

The ordinary hours of work are to be worked continuously, except for meal breaks, at the discretion of the employer in accordance with 21.1.2 hereof. The spread of hours (i.e. 7.00 a.m. to 6.30 p.m. Monday to Friday, and if appropriate, 7.00 a.m. to 12.30 noon Saturday) may be altered by up to one hour at either end of the spread, by agreement between an employer and the majority of employees concerned or in appropriate circumstances, between the employer and an individual employee.

21.4 Notice of days off

Except as provided in this clause in cases where, by virtue of the arrangement of the employee's ordinary working hours an employee, is entitled to a day off during the employee's work cycle, such employee shall be advised by the employer at least four weeks in advance of the weekday the employee is to take off.

21.5 Substitute days

- 21.5.1** An employer may substitute the day an employee is to take off for another day in case of a break down in machinery or a failure or shortage of electric power or to meet the requirements of the business in the event of rush orders or some other emergency situation.
- 21.5.2** An individual employee, with the agreement of the employer, may substitute the day the employee is to take off for another day.
- 21.5.3** Where the working of the 38 hour week is agreed to in accordance with this clause, an employee and the employer may agree to a banking system of up to a maximum of five rostered days off.
- 21.5.4** An employee would therefore work on what would normally have been the employee's rostered day off and accrue an entitlement to bank a rostered day off to be taken at a mutually convenient time for both the employee and the employer, provided not less than five days notice given before taking the banked rostered day(s) off.
- 21.5.5** No payments or penalty payment shall be made to employees working under this substitute banked rostered day off. However the employer will maintain a record of the number of rostered days banked and will apply the average pay system during the weeks when an employee elects to take a banked rostered day off.
- 21.5.6** Employees terminating prior to taking any banked rostered day(s) off shall receive the following:-

<u>Average weekly pay</u> 5	x	Number of banked substitute days.
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- 21.5.7** Employees who work on a rostered day off basis each twenty day cycle shall be entitled

to twelve rostered days off in a twelve month period.

22. BREAKS

22.1 Meal break

Subject to the provisions of clause 25 - Shift work of this award, a meal period of not less than 30 minutes shall be allowed to each employee. Such meal period shall be taken not later than five hours after commencing work and after the resumption of work from a previous meal break.

22.2 Rest break

22.2.1 All employees shall be allowed two rest intervals on each day as follows:

22.2.1(a) the first of ten minutes to be allowed between the time of commencing work and the usual meal interval;

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

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

22.2.3 Such intervals are to be counted as part of time worked.

23. OVERTIME (OTHER THAN SHIFT WORKERS)

23.1 Payment for working overtime

23.1.1 Employees working overtime:

23.1.1(a) within the hours fixed in clause 21 - Hours of work (other than shift workers), of this award but in excess of the hours fixed for an ordinary week's work; or

23.1.1(b) outside the hours fixed in clause 21 - Hours of work (other than shift workers), of this award;

shall be paid time and a half for the first two hours and double time thereafter calculated on a daily basis

23.1.2 For the purposes of this clause hours fixed for an ordinary week's work shall mean the hours of work fixed in an establishment in accordance with the clause 21 - Hours of work (other than shift workers), of this award or varied in accordance with 21.1.2, 21.2.1 or 21.3 of this award.

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

[23.1.4 deleted by [PR932692](#) ppc 02Jul03]

[23.1.5 renumbered as 23.1.4 by [PR932692](#) ppc 02Jul03]

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

23.2 Payment for working Sundays and public holidays (other than shift workers)

23.2.1 All work done shall be paid for as follows:

- on a Sunday - double time.
- on a public holiday or a substituted day as provided in clause 33 - Public holidays of this award - all employees - double time and a half.

23.2.2 Provided that an employee required to work on a Sunday or public holiday or substituted day as provided in clause 33 - Public holidays of this award shall be entitled to not less than four hours' pay at special rates provided the employee is available for work during such four hours.

23.3 Rest period after overtime

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

23.3.2 An employee (other than a casual employee) who works so much overtime between the termination of the employee's ordinary work on one day and the commencement of the employee's 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.

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

23.3.4 Overtime worked in the circumstances specified in clause 23.4 hereof shall not be regarded as overtime for the purpose of this subclause.

23.3.5 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:

23.3.5(a) For the purposes of changing shift rosters; or

23.3.5(b) 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

23.3.5(c) Where a shift is worked by arrangement between the employees themselves.

23.3.6 When an employee has not substituted nor banked the rostered day off and therefore works overtime on the rostered day off, the rate of pay shall be calculated in accordance with the provisions of 23.1 hereof.

23.4 Return to duty

Where an employee is required to return to duty after the usual finishing hour of work for that day the employee shall be paid at the overtime rates prescribed in 23.1.1 hereof but shall receive a minimum payment as for three hours' work. Provided that this clause shall not apply where the work is continuous (subject to a meal break of not more than one hour) with the completion or commencement of ordinary working time.

23.5 Time off in lieu of overtime

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

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

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

[23.6 inserted by [PR932692](#) ppc 02Jul03]

23.6 Reasonable overtime

23.6.1 Subject to clause 23.6.2 an employer may require an employee to work reasonable overtime at overtime rates.

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

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

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

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

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

23.6.2(e) any other relevant matter.

24. MAKE-UP TIME

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

25. SHIFT WORK

25.1 Definitions

In this clause:

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

25.1.2 Night shift means any shift finishing subsequent to midnight, and at or before 8.00 a.m.

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

25.2 Altering span of hours

By agreement between the employer and the majority of employees concerned or in appropriate cases an individual employee, the span of hours over which shifts may be worked may be altered up to one hour at either end of the span.

25.3 Ordinary hours of work- shift work

25.3.1 The ordinary hours of work for shift workers are to be an average of 38 per week and must not exceed 152 hours in 28 consecutive days.

25.3.2 By agreement between the employer and the majority of employees concerned, a roster system may operate on the basis that the weekly average of 38 ordinary hours is allowed over a period which exceeds 28 consecutive days but does not exceed twelve months.

25.3.3 Not more than ten ordinary hours shall be worked in any one day.

25.4 Hours, shift allowances, special rates, meal interval

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

- 25.4.2** Times of beginning and ending the shift of an employee may in any case be varied by agreement between the employer and the employee or in the absence of agreement may be varied by at least one week's notice given by the employer to the employee.
- 25.4.3** A shift worker employed on an afternoon shift or a night shift shall for work done during the ordinary hours of any such shift, be paid ordinary rates plus an additional 15% for afternoon or night shift, or an additional 30% for a permanent night shift.
- 25.4.4** A shift worker whose ordinary working period includes a Saturday, a Sunday or a public holiday (as prescribed in clause 33 - Public holidays of this award) as an ordinary working day shall be paid at the rate of time and a half for such ordinary time as occurs on such Saturday, Sunday or public holiday.
- 25.4.5** Where ordinary shift hours commence between 11.00 p.m. and midnight on a Sunday or public holiday, the ordinary time so worked before midnight shall not entitle the shift worker to the Sunday or public holiday rate. Provided that the ordinary time worked by a shift worker on a shift commencing before midnight on the day preceding a Sunday or public holiday and extending into a Sunday or public holiday shall be regarded as ordinary time worked on such Sunday or public holiday.
- 25.4.6** Twenty minutes shall be allowed to a shift worker for a meal during each shift before the expiration of five hours. Such meal break shall be counted as time worked.

[25.5 Employee to work reasonable overtime deleted by [PR932692](#) ppc 02Jul03]

25.5 Reasonable overtime

[new 25.5 inserted by [PR932692](#) ppc 02Jul03]

- 25.5.1** Subject to clause 25.5.2 an employer may require an employee to work reasonable overtime at overtime rates.
- 25.5.2** An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:
- 25.5.2(a)** any risk to employee health and safety;
 - 25.5.2(b)** the employee's personal circumstances including any family responsibilities;
 - 25.5.2(c)** the needs of the workplace or enterprise;
 - 25.5.2(d)** the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - 25.5.2(e)** any other relevant matter.

25.6 Overtime

25.6.1 A shift worker for all time worked:

25.6.1(a) in excess of the ordinary weekly hours fixed in this clause shall be paid time and a half for the first three hours and double time thereafter; or

25.6.1(b) in excess of ordinary daily hours on an ordinary shift

shall be paid time and a half for the first two hours and double time thereafter.

25.7 Work on Saturday, Sunday or public holiday

A shift worker whose ordinary working period does not include a Saturday, a Sunday or a public holiday (as prescribed in clause 33 - Public holidays of this award) as an ordinary working day shall, if required to work on any such day be paid double time for work done with a minimum payment of four hours at double time if the employee is available for work during such four hours. This provision for minimum payment shall not apply where the work on such day is continuous with the commencement or completion of the employee's ordinary shift.

25.8 Special rates not cumulative

The special rates herein prescribed are in substitution for and not in addition to the shift allowances prescribed.

26. SUMMER TIME

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

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

26.1.2 commencing on or before 2.00 a.m. Standard time on the first Sunday in March in each year and ending thereafter, shall be deemed to be the number of hours represented by the difference between the time recorded by the clock at the beginning of the shift and the time so recorded at the end thereof, the time of the clock in each case to be set out the time fixed to the *Summer Time Act 1972*.

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

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

27. ANNUAL LEAVE

27.1 Annual leave entitlement

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

27.2 Taking of leave

- 27.2.1** This subclause shall apply to all annual leave, whether taken according to a roster, a close down, a part close down, or a part close down/part rostered leave.
- 27.2.2** Except where agreement is reached in accordance with 27.2.3 hereof, the annual leave shall be given and taken as directed by the employer on the following basis:
- 27.2.2(a)** in one continuous period of four weeks; or
- 27.2.2(b)** in two separate periods, one of which shall be of at least two weeks' duration.
- 27.2.3** Notwithstanding 27.2.1 and 27.2.2 hereof, annual leave may be taken by agreement between the employer and employee(s) in such number of periods of not less than one day, as may be mutually agreed.

27.3 Annual leave taken in advance

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

27.4 Annual leave must be taken within six months of falling due

The annual leave shall be given by the employer and shall be taken by the employee before the expiration of a period of six months after the date upon which the right to such leave accrues.

27.5 Postponement may be agreed

[27.5 substituted by [PR964975](#) ppc 11Nov05]

By agreement between the employer and the employee, annual leave may be taken at any time within a period of 24 months from the date at which it falls due.

27.6 Annual leave loading

- 27.6.1** When an employee proceeds on annual leave or part thereof in accordance with 27.2.2 hereof the employee shall receive a loading of 17.5%, calculated on the appropriate rate of wage prescribed in this award.
- 27.6.2** In the case of a shift worker whose shift premiums according to roster or projected roster as prescribed by 27.4.2 hereof entitles the employee to a greater amount than the 17.5% loading then the shift loadings shall be added to the employee's ordinary pay in lieu of the annual leave loading.
- 27.6.3** The annual leave loading prescribed in this clause shall not apply to proportionate payment of leave on termination of employment.

27.7 Payment not to be made in lieu of leave

Except as provided in 27.13 hereof, payment shall not be made by an employer to an employee

in lieu of any annual leave or part thereof to which the employee is entitled under this award, nor shall any such payment be accepted by the employee.

27.8 Time of taking leave

Except where the parties agree to a lesser period the employer shall give each employee at least one month's notice of the date from which the annual leave shall be taken.

27.9 Payment for period of leave

The employer shall pay each employee in advance before the commencement of annual leave the employee's ordinary pay for the leave period, and in the case of a shift worker shall include shift work premiums according to roster or projected roster including Saturday, Sunday or public holiday shifts.

27.10 Leave taken in advance

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

27.11 Annual leave exclusive of public holidays

Where any trade or public holiday for which the employee is entitled to payment under any Act or award or under the contract of employment occurs during any period of annual leave taken by the employee under this clause, the period of the leave shall be increased by one day in respect of that trade or public holiday.

27.12 RDO's and annual leave

In respect of employees who accrue a rostered day off in their work cycle, the four weeks of annual leave shall be inclusive of all days off which accrue under this award.

27.13 Entitlements on termination of employment

27.13.1 Where the employment of an employee who has become entitled to the annual leave provided by this award is terminated and the employee has not taken any part of that leave, the employer shall be deemed to have given annual leave to the employee from the date of the termination of the employment and shall forthwith pay to the employee, in addition to all other amounts due to the employee, the employee's ordinary pay for the period of that annual leave.

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

27.13.3 Where the employment of an employee is terminated by the employer at the end of a period of employment to which this subclause applies, the employer shall forthwith pay to the employee, in addition to all other amounts due to the employee, an amount equal to one-twelfth of the employee's ordinary pay for that period of employment.

27.13.4 Where annual leave or any part thereof has been taken in advance by an employee pursuant to 27.2.3 hereof and:

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

27.13.4(b) the sum paid by the employer to the employee as ordinary pay for the annual leave or part so taken in advance exceeds the sum which the employer is required to pay to the employee under 27.5 hereof;

the employer shall not be liable to make any payment to the employee under 27.5 hereof and shall be entitled to deduct the amount of such excess from any remuneration payable to the employee upon the termination of the employment.

27.14 Close down

Where an employer intends to temporarily close its business, or part or parts thereof, for the purpose (among other reasons) of allowing annual leave to the employees concerned or a majority of them, the following shall apply:

27.14.1 The employer may give in writing to such employees one month's notice (or, in the case of an employee engaged after the giving of such notice, notice on the date of the employee's engagement) that the employer elects to apply the provisions of this subclause.

27.14.2 Thereupon any such employee who at the date of closing is entitled to annual leave shall be given annual leave commencing on and from the date of closing and, in addition, shall be paid one-twelfth of the employee's ordinary pay for any period of employment after the accrual of the employee's right to the annual leave and up to but excluding the date of closing.

27.14.3 Any such employee who, at the date of closing, is not entitled to annual leave shall be given leave without pay on and from the date of closing and shall be paid one-twelfth of the employee's ordinary pay for the period of the employment since the commencement thereof or the accrual of the employee's last annual leave (whichever is the later) and up to but excluding the date of closing, together with pay for any public holiday during such leave for which the employee is entitled to payment under the contract of employment.

27.14.4 In addition, the next twelve-monthly qualifying period of employment for every such employee shall commence on and from the date of closing.

27.14.5 **Closedown by agreement**

27.14.5(a) Where the majority of employees concerned agree, an employer may close down the business or a part or parts of the business in one, two or three separate periods for the purpose of granting annual leave in accordance with this subclause. Provided that if an employer closes down the business or a part or parts of the business on more than one occasion, one of those periods shall be for a period of at least fourteen consecutive days including non-working days. In such cases, the employer shall advise the employees concerned of the proposed dates of each close down before asking them for their agreement.

27.14.5(b) By agreement with the majority of employees concerned, an employer may close down the business or a part or parts of the business for a period of at least fourteen consecutive days including non-working days and grant the balance of the annual leave due to an employee by mutual agreement.

27.14.6 In this subclause **date of closing** in relation to each employee means the first day of annual leave pursuant to this subclause.

27.15 Seven-day shift workers

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

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

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

27.16 Payment of annual leave to casuals

The entitlement of a casual employee to annual leave under the award may, at the election of the employer (such election to be notified in writing to the employee) be paid to the employee by increasing the hourly rate of pay by one-twelfth of the appropriate ordinary hourly rate payable to a weekly employee.

27.17 Calculation of continuous service

For the purposes of this award a year of employment shall be deemed to be unbroken notwithstanding:

27.17.1 any annual leave or long service leave taken therein;

- 27.17.2** any interruption or ending of the employment by the employer if such interruption or ending is made with the intention of avoiding obligations in respect of annual leave or long service leave;
- 27.17.3** any absence from work of not more than fourteen days in the year of employment on account of sickness or accident;
- 27.17.4** any absence on account of leave (other than annual leave or long service leave) granted, imposed or agreed to by the employer;
- 27.17.5** any absence on any other account not involving termination of employment.
- 27.17.6** In calculating a year of employment, any absence of a kind mentioned in paragraphs 27.17.1, 27.17.2 or 27.17.3 hereof shall be counted as part of the year of employment but in respect of absences of a kind mentioned in 27.17.4 and 27.17.5 hereof it will be necessary for the employee as part of the employee's qualification for annual leave to serve such additional period as equals the period of such absences.

27.18 Definitions

For the purposes of this clause:

- 27.18.1** **Employee** means any person employed by an employer to do any work for hire or reward.
- 27.18.2** **Ordinary pay** in relation to the employee means remuneration for the employees' normal weekly number of hours of work calculated at the ordinary time rate of pay and, where the employee is provided with board or lodging by the employer, includes the cash value of that board or lodging.
- 27.18.3** **Week** in relation to an employee means the employee's ordinary working week.
- 27.18.4** For the purposes of the definition of the term **ordinary pay** in 27.18.2 hereof:
- 27.18.4(a)** where no ordinary time rate of pay is fixed for an employee's work under the terms of employment the ordinary time rate of pay shall be deemed to be the average weekly rate earned by the employee during the period in respect of which the right to the annual leave accrues;
- 27.18.4(b)** where no normal weekly number of hours is fixed for an employee under the terms of employment, the normal weekly number of hours of work shall be deemed to be the average weekly number of hours worked by the employee during the period in respect of which the right to the annual leave accrued;
- 27.18.4(c)** the cash value of any board or lodging provided for the employee shall be deemed to be its cash value as fixed by or under the terms of the employees employment or, if it is not so fixed, shall be computed at the rate of \$4.00 a week for board and \$2.00 a week for lodging.

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

28. SICK LEAVE

28.1 Entitlement

Any employee other than a casual employee who, having had at least three months' service with the same employer, is absent from duty as a result of personal ill health or accident shall be entitled to sick pay as follows:

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

28.1.3 During any subsequent year of service, 61 hours' ordinary pay.

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

28.2 Sick leave is cumulative

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

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

28.4 Employee must give notice

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

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

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

28.5 Sick leave on rostered day off

Where an employee is sick or injured on the week day the rostered day off is to be taken in accordance with this award, the employee shall not be entitled to sick pay nor will the

employee's sick pay entitlement be reduced as a result of sickness or injury on that day.

28.6 Sick leave on the day before or after a rostered day off

Employees claiming sick leave on the day before or the day after a rostered day off taken in accordance with this award, if requested by the employer, shall provide proof of illness or injury as prescribed in 28.1 hereof.

28.7 Accumulated sick leave before 1 January 1988

The hours of accumulated sick leave standing to the credit of each full-time employee as at 1 January 1988 shall be consequently reduced by the introduction of the 38 hour week according to the following formula - hours of sick leave accumulated multiplied by 38 and divided by 40.

29. FAMILY LEAVE

29.1 Use of sick leave

[29.1.1 substituted by [PR964975](#) ppc 11Nov05]

29.1.1 An employee, other than a casual employee, with responsibilities in relation to either members of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this sub-clause, any sick leave entitlement which accrues after the date of this order for absences to provide care and support for such persons when they are ill or who requires care due to an unexpected emergency. The entitlements of casual employees are set out in clause 13.4.

[29.1.2 substituted by [PR964975](#) ppc 11Nov05]

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

29.1.2(b) When taking leave to care for members of their immediate family or household who require care due to an unexpected emergency, the employee must, if required by the employer, establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

29.1.3 The entitlement to use sick leave in accordance with this subclause is subject to:

29.1.3(a) the employee being responsible for the care of the person concerned; and

29.1.3(b) the person concerned being either:

29.1.3(b)(i) a member of the employee's immediate family; or

29.1.3(b)(ii) a member of the employee's household.

29.1.3(c) The term **immediate family** includes:

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

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

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

29.2 Unpaid leave for family purpose

[29.2 substituted by [PR964975](#) ppc 11Nov05]

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care to a family member who is ill. The employer and employee shall agree on the period. In the absence of agreement, the employee is entitled to take up to two days (up to a maximum of 16 hours) per occasion, provided the requirements in 29.1.2 and 29.1.3 are met.

29.3 Annual leave

[29.3.1 substituted by [PR964975](#) ppc 11Nov05]

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

29.3.2 Access to annual leave, as prescribed in 29.3.1 hereof shall be exclusive of any shutdown period provided for elsewhere under this award.

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

29.4 Time off in lieu of overtime

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

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

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

29.5 Make-up time

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

30. PARENTAL LEAVE

[30 varied by [PR907298](#); substituted by [PR964975](#) ppc 11Nov05]

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

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

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

- (a) employed by an employer on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months; and
- (b) who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.

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

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

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

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

An eligible casual employee employed by their current employer, on or prior to 1 January 1998, shall be entitled to parental leave under the term of the award as of 4 July 2001.

An eligible casual employee employed on or after 4 July 2001 shall be entitled to parental leave under the term of the award as of 4 July 2002.

30.1 Definitions

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

30.1.2 Subject to 30.1.3 hereof, in this clause, **spouse** includes a de facto or former spouse.

30.1.3 In relation to 30.5 hereof, **spouse** includes a de facto spouse but does not include a former spouse.

30.2 Basic entitlement

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

30.2.2 Subject to 30.3.6 hereof, 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:

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

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

30.3 Maternity leave

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

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

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

30.3.2 When the employee gives notice under 30.3.1(a) hereof 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.

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

30.3.4 Subject to 30.2.1 hereof and unless agreed otherwise between the employer and employee, an employee may commence parental leave at any time within six weeks

immediately prior to the expected date of birth.

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

30.3.6 Special maternity leave

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

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

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

30.3.7 Where leave is granted under 30.3.4 hereof, during the period of leave an employee may return to work at any time, as agreed between the employer and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.

30.4 Paternity leave

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

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

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

30.4.1(c) a statutory declaration stating:

30.4.1(c)(i) except in relation to leave taken simultaneously with the child's mother under clause 30.2.2(a) or clause 30.6.1(a), that he will take the period of paternity leave to become the primary care-giver of a child;

30.4.1(c)(ii) particulars of any period of maternity leave sought or taken by his

spouse; and

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

30.4.2 The employee will not be in breach of 30.4.1 hereof 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.

30.5 Adoption leave

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

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

30.5.2(a) except in relation to leave taken simultaneously with the child's other adoptive parent under clause 30.2.2(b) or clause 30.6.1(a), that the employee is seeking adoption leave to become the primary care-giver of the child;

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

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

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

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

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

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

30.6 Right to request

30.6.1 An employee entitled to parental leave pursuant to the provisions of clause 30 may request the employer to allow the employee:

30.6.1(a) to extend the period of simultaneous unpaid parental leave provided for in clause 30.2.2(a) and (b) up to a maximum of eight weeks;

30.6.1(b) to extend the period of unpaid parental leave provided for in clause 30.2.1 by a further continuous period of leave not exceeding 12 months;

30.6.1(c) to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the employee in reconciling work and parental responsibilities.

30.6.2 The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

30.6.3 Employee's request and employer's decision to be in writing

The employee's request and the employer's decision made under clauses 30.6.1(b) and 30.6.1(c) must be recorded in writing.

30.6.4 Request to return to work part-time

Where an employee wishes to make a request under clause 30.6.1(c), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

30.7 Variation of period of parental leave

Unless agreed otherwise between the employer and employee, where an employee takes leave under clause 30.2.1 and 30.6.1(b) an employee may apply to their employer to change the period of parental leave on one occasion. Any such change to be notified as soon as possible but no less than four weeks prior to the commencement of the changed arrangements.

30.8 Parental leave and other entitlements

An employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks or a longer period as agreed under 30.6.

30.9 Transfer to a safe job

30.9.1 Where an employee is pregnant and, in the opinion of a registered medical practitioner,

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

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

30.10 Returning to work after a period of parental leave

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

- 30.10.2** Subject to clause 30.10.3, an employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to 30.9 hereof, the employee will be entitled to return to the position they held immediately before such transfer.

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

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

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

30.11 Replacement employees

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

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

30.12 Communication during Parental leave

- 30.12.1** Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:

- 30.12.1(a)** make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and

30.12.1(b) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.

30.12.2 The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.

30.12.3 The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with 30.12.1.

31. COMPASSIONATE LEAVE

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

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

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

32. JURY SERVICE

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

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

33. PUBLIC HOLIDAYS

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

33.1.1 New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; and the following days, as prescribed in the relevant States, Territories and localities: Australia Day, Anzac Day, Queen's Birthday and Eight Hour Day or Labour Day; and

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

33.2 Substitution

33.2.1 When Christmas Day is a Saturday or a Sunday, a public holiday in lieu thereof shall be observed on 27 December.

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

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

33.3 Substitution of public holidays by agreement at the enterprise

33.3.1 By agreement between the employer and the majority of employees in the relevant enterprise or section of the enterprise, an alternative day may be taken as the public holiday in lieu of any of the prescribed days.

33.3.2 An employer and individual employee may agree to the employee taking another day as the public holiday in lieu of the day which is being observed as the public holiday in the enterprise or relevant section of the enterprise.

33.4 Notwithstanding the provisions of 33.1 hereof, employees covered by this award shall observe the same public holidays as are observed by the majority of employees in the establishment in which they are employed.

33.5 Where a full time employee's ordinary hours of work are structured to include a week day off and such day off falls on a public holiday the employee is entitled to a substitute day off on an alternative week day.

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

SCHEDULE - RESPONDENTS

[Sched - respondents varied by [PR950374](#) from 01Sep04]

Brambles Security Services Ltd, 6th Floor, 33 Chandos St, St Leonards, 2065
Mayne Nickless Ltd, t/a Armaguard, 390 St Kilda Rd, Melbourne, 3004

Forte Car Care Club Pty Ltd, PO Box 564, Mulgrave, 3170
Royal Automobile Club of Victoria (RACV) Ltd, 550 Princes Hwy, Noble Park, 3174

Blue Circle Southern Cement Ltd, 1 McLaren St, North Sydney, 2060
Boral Australian Gypsum Ltd, 676 Lorimer St, Port Melbourne, 3207
Boral Kinnears Pty Ltd, 130 Ballarat Rd, Footscray, 3011

Bowen & Pomeroy, 88 Peters Ave, Mulgrave, 3170
Bunnings Building Supplies Pty Ltd, t/a McEwans, PO Box 187, Cloverdale, 6105

Corinthian Industries (Vic) Pty Ltd, Suite 401 Pacific Hwy, Artarmon, 2065

Donaghy Downs Pty Ltd, A Division of Donaghy Industries, 7-9 Cassels Rd,
Brunswick, 3056

James Hardie & Co Ltd, 6th Floor, 65 York St, Sydney, 2000 (in relation to premises
at Hardie Road, Brooklyn)
J Blackwood & Sons Ltd, 13 Cooper St, Smithfield, 2164

Mitre 10 (Vic) Pty Ltd, Princes Hwy, Hallam, 3803

Reece Pty Ltd, 118 Burwood Hwy, Burwood, 3125

Tunstall Wholesalers Pty Ltd, 459 Church St, Richmond, 3121

Vita Pacific Ltd, 97 Canterbury Rd, Kilsyth, 3037

Australian Rent-A-Car Pty Ltd, Suite 18, Centre Arcade, 3131 Gold Coast Hwy,
Surfers Paradise, 4217

Budget Rent-A-Car Australia Pty Ltd, Level 2, 128-136 Jolimont Rd, Jolimont, 3002

Delta Car & Truck Rentals (Qld) Pty Ltd, Harper & Co, Suite 9, Colonial Crt, 55 Railway St,
Mudgeeraba, 4213

General Rent-A-Car Systems Pty Ltd, c/- The Office of Brian A Henshaw,
Chartered Accountant, 6 Churchill St, Mont Albert, 3127

Hertz Aust Pty Ltd, 10 Dorcas St, South Melbourne, 3205

Natcar Pty Ltd, 174 Peel St, North Melbourne, 3051

Quinces Self Drive Mini Buses Pty Ltd, 35 Dalgety St, Oakleigh, 3156

Starline Rentals Pty Ltd, 94 Charles St, Ascot Vale, 3032

WTH Pty Ltd, t/a Avis Aust, 110-112 Christie St, St Leonards, 2605

Allied Master Chemists of Aust Ltd, 719 Princes Hwy, Springvale, 3171

Bayer Australia Ltd, 875 Pacific Hwy, Pymble, 2073

FH Faulding & Co Ltd, 160 Greenhill Rd, Parkside, 5063

SICPA (Aust) Pty Ltd, 296 Ferntree Gully Rd, Notting Hill, 3160

Smith, Kline Beecham Pharmaceutical Pty Ltd, Frankston Rd, Dandenong, 3175

AABAABAAB Disc Phone, 273 Burwood Hwy, Burwood, 3125

ABE Communications Pty Ltd, 627 Church St, Richmond, 3121

Acron Communications, 99 Victoria St, Footscray, 3011

Autophone Aust Pty Ltd, c/- Schipper Lissauer & Assoc, 89 Orrong Cres,
North Caulfield, 3162

AVS Alert Pty Ltd, Level 1, 174-176 Bouverie St, Carlton South, 3053

Baby Page Pregnancy Pager Hire Company, 1st Floor, 103 Exeter Rd, North Croydon, 3136

Century Communications Pty Ltd, 60 Ricketts Rd, Mt Waverley, 3149

Christians Telecoms International Pty Ltd, 1st Floor, 1-3 Exeter Rd, Croydon North, 3136

Corporate Paging Brokers, 1st Floor, 174-176 Bouverie St, Carlton, 3053

Diamond Valley Communications, 161 Roycroft Ave, Mill Park, 3082

Future Communications Pty Ltd, 368 Hawthorn Rd, Caulfield South, 3162

Hutchison Telecom Aust Ltd, 1-13 Hoddle St, Richmond, 3121

JNB Communications Electronics Pty Ltd, 347 Settlement Rd, Thomastown, 3074

KZFM Radio Pty Ltd, 24 Victoria St, Carlton, 3053

[C32025/93]KZFM Radio Pty Ltd, Gold 104, 24 Victoria St, Carlton, 3053

Link Telecommunications, A Division of Bell SA Pty Ltd, 8th Floor, 600 St Kilda Rd,
Melbourne, 3004

NIRA Australian Pty Ltd, Unit A, 10-20 McEvoy St, Waterloo, 2017

Personal Communications International Pty Ltd, 21 Swan St, Richmond, 3121

Xacom Pty Ltd, 5 Seismic Crt, Rowville, 3178

[C33888/96]Ticketek Victoria Pty Limited, 157 Spring Street, Melbourne, Victoria, 3000

Asthma Foundation of Victoria, 101 Princess St, Kew, 3101

Austcare Connection, Locked Bag 15, Camperdown, 2050

Australian Red Cross, 206 Clarendon St, East Melbourne, 3002

Australian Red Cross, Victorian Division, City Rd, South Melbourne, 3205

[C36887/96]Bicycle Victoria of 19 O'Connell Street, North Melbourne Victoria 3051

Catholic Schools Provident Fund, 96 Wellington Pde, East Melbourne, 3002

Child Accident Prevention Foundation of Australia, 123 Queen St, Melbourne, 3000

Children's Protection Society, 70 Altona St, West Heidelberg, 3081

Conservation Council of Victoria, 247 Flinders La, Melbourne, 3000

Foster Parents Plan of Australia, 2 Highbury Gve, Kew, 3101
Fred Hollows Foundation, Locked Bag 800, Randwick, 2031
Friends of the Earth, 312 Smith St, Collingwood, 3066

Geelong Agricultural & Pastoral Society Inc, 79 Breakwater Rd, East Geelong, 3219
Greenpeace Australia Ltd, 24-26 Johnston St, Fitzroy, 3065

Heart Foundation of Australia, 411 King St, West Melbourne, 3003
Heart Research Centre, 333 Drummond St, Carlton, 3053

Migrant Resource Centre - Altona, 78 Second Ave, North Altona, 3025
Migrant Resource Centre - Oakleigh, 6 Atherton Rd, Oakleigh, 3166

[C30526/96]Norwood Association, 223 Buckley Street, Essendon, Victoria, 3040

Odyssey House, 173 Grenville St, Prahran, 3181
Ophthamological Foundation of Victoria Ltd, 185 Hoddle St, Richmond, 3121
Overseas Services Bureau, 71 Argyle St, Fitzroy, 3065

Parkinson Disease Association (Vic) Ltd, 554 Springvale Rd, Springvale South, 3172
People Projects, PO Box 1042, Windsor, 3181
Plan International Australia, 2 Highbury Gve, Kew, 3101

Right To Life Victoria, 233 Brunswick Rd, Brunswick, 3056
Royal Agricultural Society of Victoria, Epsom Rd, Ascot Vale, 3032
Royal Society for the Prevention of Cruelty to Animals (Victoria) Inc,
3 Burwood Hwy, Burwood East, 3151

South Central Region Migrant Resource Centre Inc, 161 Fitzroy St, St Kilda, 3182

The Lort Smith Hospital for Sick & Injured Animals/Animal Welfare League of Victoria,
24 Villiers St, North Melbourne, 3051
The Smith Family, 390 Smith St, Collingwood, 3066
The Wilderness Society Inc, 59 Hardware St, Melbourne, 3000

Victims of Crime Assistance League, 71 Eastern Rd, South Melbourne, 3205
Victorian Children's Aid Society, 376 Highett Rd, Highett, 3190
Victorian Council For Civil Liberties Inc, 601 Bourke St, Melbourne, 3000
Victorian Council of YMCA's, 196 Albert Rd, South Melbourne, 3205
Victorian Playgroup Association, 346 Albert St, Brunswick, 3056
Victorian Society For The Prevention of Child Abuse & Neglect, PO Box 525,
Ringwood, 3134

[C30526/96]Women's Information and Referral Exchange, 1st floor, Ross House,
247 Flinders Lane, Melbourne, Victoria, 3000
World Vision Australia, 1 Vision Dve, East Burwood, 3151

Arnotts Ltd, 168-170 Kent St, Sydney, 2000
Australian Poultry Pty Ltd, Hawthorn St, Beresford, 2322

Bonlac Foods Ltd, 566 St Kilda Rd, Melbourne, 3004

Bunge Australia Pty Ltd, 6th Floor, 616 St Kilda Rd, Melbourne, 3004

Cadbury Schweppes Australia Ltd, 636 St Kilda Rd, Melbourne, 3004

CCA Beverages Pty Ltd, t/a Coca Cola Bottlers - Melbourne, 71 Macquarie St, Sydney, 2000

Composite Buyers Ltd, 1464 Ferntree Gully Rd, Knoxfield, 3180

[C33204/95]Defiance Milling Company Pty Ltd, 298 Ruthven St, Toowoomba, 4350

Don Smallgoods Co Pty Ltd, Level 6, 616 St Kilda Rd, Melbourne, 3004

Edgell Birdseye, A Division of Petersville Industries Ltd, 10-12 Clarke St, Crows News, 2065

Friskies Pet Care Pty Ltd, 60 Bathurst St, Sydney, 2000

Goodman Fielder Ltd, Level 42, Grosvenor Place, 225 George St, Sydney, 2000

HJ Heinz Co Australia Ltd, Princes Hwy, Dandenong, 3175

Kraft Foods Ltd, 850 Lorimer St, Port Melbourne, 3207

Lactos Pty Ltd, Old Surrey Rd, Burnie, 7320

Lanes Biscuits Pty Ltd, cnr Blair & Riggall St, Broadmeadows, 3047

Mars Confectionary of Australia Pty Ltd, Ring Rd, Ballarat, 3350

Murray Goulburn Co-operative Company, 140 Dawson St, West Brunswick, 3055

Nestle Australia Ltd, 60 Bathurst St, Sydney, 2000

Nestle Confectionery Ltd, 12 Help St, Chatswood, 2067

Peters Foods, a Division of Pacific Dunlop Group, 254-294 Wellington Rd, Mulgrave, 3170

P&O Cold Storage Ltd, 118-134 McGoward Rd, Girraween, 2145

Quality Bakers Australia Ltd, 18-52 Rosebank Ave, Clayton, 3168

SPC Ltd, Andrew Fairley Ave, Shepparton, 3630

Sunicrust Bakeries Pty Ltd, 37-53 Whiteside Rd, Clayton South, 3169

The Phoenix Biscuit Co Ltd, a Subsidiary of George Weston Food Ltd, c/- Mallesons,
Stephen Jacques, 10th Floor, 60 Marcus Clarke St, Canberra, 2601

The Uncle Tobys Co Pty Ltd, Barkly St, Wahgunyah, 3687

Tip Top Bakeries Pty Ltd, A Subsidiary of George Weston Food Ltd, 10th Floor,
60 Marcus Clarke St, Canberra, 2601

Unifoods, A Division of Unilever (Australia) Ltd, 22-27 Cambridge St, Epping, 2121

Warnambool Milk Products Pty Ltd, Ocean Rd, Allansford, 3277

Army Health Benefits Society, 25 Dorcas St, South Melbourne, 3205
Australian Unity Friendly Society, 114 Albert Rd, South Melbourne, 3205

Geelong Medical & Hospital Benefits Association Ltd, 60-68 Moorabool St, Geelong, 3220

IOR Australia Pty Ltd, 262 Burwood Rd, Hawthorn, 3122

LaTrobe Health Services Inc, 6th Floor, 255 Bourke St, Melbourne, 3000

The Over 50's Friendly Society, Level 5, 150 Queen St, Melbourne, 3000
The Yallourn Medical & Hospital Society, Darlimurla Ave, Newborough, 3825
Transport Friendly Society, 5 Studley Ave, Kew, 3101

United Ancient Order of Druids, 503 Queensberry St, North Melbourne, 3051

AC Jeffries Pty Ltd, 28 Hood St, Airport West, 3042

ACI Glass Manufacturing Pty Ltd, Level 31, 200 Queen St, Melbourne, 3000

AE Smith Pty Ltd, 210 Greenhill Rd, Eastwood, 5063

Ajax Spurway Fasteners, A Division of Ajax Cooke Pty Ltd, 141 Nicholson St,
East Brunswick, 3057

Alcatel Australia Ltd, 252-280 Botany Rd, Alexandria, 2015

Aldergrove Pty Ltd, c/- Lowenstein Sharp Feigli, Ground Floor, 39-43 Wellington St,
Windsor, 3181

[C39111/95]Alver Pty Ltd t/a IXL Appliances, 1 Wood St, Geelong East, 3129

Angus Fire Armour (Australia) Pty Ltd, 1001 Mountain Hwy, Boronia, 3155

Aniger Pty Ltd, c/- Pacific BBA Ltd, 264 East Boundary Rd, East Bentleigh, 3165

Anthony Bearings Pty Ltd, 68 Keon Pde, Keon Park, 3073

Apollo General Engineering, 13-21 Culverlands St, West Heidelberg, 3084

Applied Contract Engineering, Lot 37 Hosie St, Bayswater, 3153

APV Baker Pty Ltd, 10 Blissington St, Springvale, 3171

Aquila Steel Co Pty Ltd, 188 Bradman St, Acacia Ridge, 4110

Arlec Pty Ltd, 272-274 Maroondah Hwy, Mooroolbark, 3138

ASSAB Steels Pty Ltd, Level 2, 2A Cambridge St, Box Hill, 3128

Atco Controls Pty Ltd, 130 Melrose Dve, Tullamarine, 3043

Atlas Steels Ltd, Level 9, 468 St Kilda Rd, Melbourne, 3004

Austral Bronze Craine Copper Ltd, c/- Perpetual Trustee Co, Level 4, 10 Rudd St,
Canberra, 2601

Australian Cement Ltd, c/- Goliath Portland Cement, Railton, 7305

Australian Refined Alloys, Level 6, Simsmetal House, 41 McLaren St, North Sydney, 2060

Australian Standard Electrical Transformers Pty Ltd, Block Q, Regents Park Estate,
Princes Rd East, Regents Park, 2143

Autoliv Australia Pty Ltd (t/a Electrolux), 635 Waverley Rd, Glen Waverley, 3150

Automotive Components Ltd, 220 Coventry St, South Melbourne, 3205

Avdel Pty Ltd, 2263 Princes Hwy, Mulgrave, 3170

AW Bell Australia Pty Ltd, 4 King St, Oakleigh, 3166

Banbury Engineering Pty Ltd, 1505-1511 Hume Hwy, Campbellfield, 3061

Barro Group Pty Ltd, 191 Drummond St, Carlton, 3053

Bata Shoe Company of Australia, 1158 Nepean Hwy, Mornington, 3931

Boulderstone Hornibrook Engineering Pty Ltd, Level 31, 101 Miller St, North Sydney, 2060
Beckley Forge Pty Ltd, Lot 69 Kookaburra Rd, Frankston, 3199
Beclawat International Pty Ltd, 1 Monterey Rd, Dandenong, 3175
Bells Thermalag & Industrial Services Pty Ltd, 6 Pike St, Rydalmere, 2116
Bendix Mintex Pty Ltd, Elizabeth St, Ballarat, 3350
BEP Engineering Products Pty Ltd, 25a South St, Rydalmere, 2116
Berklee Ltd, Learmouth Rd, Wendouree, 3355
Birko Australia Pty Ltd, 26 Victoria Cres, Abbotsford, 3067
Black & Decker (Australasia) Pty Ltd, Maroondah Hwy, North Croydon, 3136
[C39111/95]Backwell IXL Pty Ltd, 1 Wood St, Geelong East, 3129
Boart Australia Ltd, 36-40 Northern Rd, West Heidelberg, 3081
Boral Building Services Pty Ltd, 19th Floor, 6-10 O'Connell St, Sydney, 2000
Boral Cyclone Ltd, 1 Glenferrie Rd, Malvern, 3144
Boral Johns Perry Industries, 1 Glenferrie Rd, Malvern, 3144
Boral Windows Pty Ltd, 1 Glenferrie Rd, Malvern, 3144
Bowater Deeko Pty Ltd, 5 Dunstons Crt, Keon Park, 3073
Bowater Tutt Industries Pty Ltd, Level 6, 815 Pacific Hwy, Chatswood, 2067
Bradken Consolidated Ltd, Level 5, The Marlin Centre, 235 Pymont St, Pymont, 2009
Brick & Pipe Industries Pty Ltd (t/a Nubrik), 78 Middleborough Rd, Burwood, 3125
BTR Aerospace Australia Marketing Pty Ltd, a Division Of BTR Nylex, 15th Floor,
390 St Kilda Rd, Melbourne, 3004
BTR Nylex Ltd, Level 15, 390 St Kilda Rd, Melbourne, 3004
Buchanan & Brock Ship Repair Pty Ltd, 47-51 Export Drive, Brooklyn, 3025
Bunge Bioproducts Pty Ltd, Level 6, 616 St Kilda Rd, Melbourne, 3004
Burns Philip Hardware Ltd, 7 Bridge St, Sydney, 2000

CA Ford Pty Ltd, 19 Clarice Rd, Box Hill, 3128
Cameron & Jason Pty Ltd, 44 Phoenix St, West Brunswick, 3056
Carrier Air Conditioning Pty Ltd, 120-122 Terry St, Rozelle Nsw 2039
Carroll & Douglas Pty Ltd, 234-238 Barkly St, Footscray, 3011
Caterpillar of Aust Ltd, 1 Sharps Rd, Tullamarine, 3043
Champion Compressors Pty Ltd, Princes Hwy (west of Wedgewood Rd), Hallam, 3803
Charmac Industries Pty Ltd, 27-29 Bridge St, Eltham, 3095
Chemical Plant & Engineering, 63-65 Maffra St, Coolaroo, 3048
Claude Neon Pty Ltd, 60 O'Riordan St, Alexandria, 2015
CMI Press Components, a division of Consolidate Manufacturing International Ltd,
11th Floor, Riversdale Centre, 123 Eagle St, Brisbane, 4000 (Victorian locations only)
Coglan-Russell Engineering Pty Ltd, 77 Tucker St, Breakwater, 3220
Commonwealth Industrial Gases Ltd, Level 15, 799 Pacific Hwy, Chatswood, 2067
Compair (Australasia) Ltd, 34-40 Ricketts Rd, Mount Waverley, 3149
Comweld Group Pty Ltd, t/a Cigweld, 85 Chifley Dve, Preston, 3072
Confoil Pty Ltd, 66-76 Canterbury Rd, North Bayswater, 3153
Con Kallergis Pty Ltd, 1 Bent St, Richmond, 3121
[C39111/95]Consolidated Bearing Company (Vic) Pty Ltd, 106 Mitchell St, Maidstone, 3012
Contract Tool & Gauges Pty Ltd, 765 Riversdale Rd, Camberwell, 3124
Copispec (Australia) Pty Ltd, 87-93 Bay St, Port Melbourne, 3207
Corke Instrument Engineering Pty Ltd, 15 Export Drive, Brooklyn, 3025
Creeks Metal Industries Pty Ltd, 491 Mountain Hwy, Bayswater, 3153
Cummins Australia Pty Ltd, 2 Caribbean Drive, Scoresby, 3179

Cushen Clothing Co Pty Ltd, 102 Mahoneys Rd, Reservoir, 3073
Cussons Pty Ltd, 282-300 Hammond Rd, Dandenong, 3175

Dahlsens Building Centres (Wholesale) Pty Ltd, 37 Jones Rd, Tyabb, 3913
Danum Engineering Pty Ltd, 17 Seaforth St, North Shore, 3214
Davey Products Pty Ltd, Level 43, The Rialto, 525 Collins St, Melbourne, 3000
David Mitchell Ltd, Cave Hill, Lilydale, 3140
Davies Shephard Pty Ltd, 340 Forest Rd, Corio, 3214
Davy John Brown Pty Ltd, Level 6, 600 St Kilda Rd, Melbourne, 3004
Dayton Tooling Pty Ltd, 77-81 Gower St, Preston, 3072
Demac Pty Ltd, c/- John C Crow Associates, 1356 Pacific Hwy, Turramurra, 2074
Diecraft Engineering Pty Ltd, c/- Hall Chadwick & Co, Level 12, cnr Margaret & Edward Sts, Brisbane, 4000
Di Fabro Pty Ltd, c/- RA Sarrenti & Co, Ground Floor North, Hawthorn, 3122
DM Hull & Co Pty Ltd, 11 Powlett St, Moorabbin, 3189
Donson Industries Pty Ltd, Suite 1802, Tower A, Zenith Centre, 821 Pacific Hwy, Chatswood, 2067
[C33207/95]Dorf Industries Pty Ltd, c/- Email Ltd, Joynton Ave, Waterloo, 2017
Du Pont (Australia) Ltd, Level 16, Northside Gardens, 168 Walker St, North Sydney, 2060
Drager Australia Pty Ltd, 3 Ferntree Place, Notting Hill, 3168

E Brockman & Sons Pty Ltd, 340 Forest Rd, Corio, 3214
[C39111/95]Electrolux Pty Ltd, 635 Waverley Rd, Glen Waverley, 3150
Email Appliance Group, a division of Email Ltd, 175 Bonds Rd, Riverwood, 2210
Email Furniture Ltd, C/- Email Ltd, Joynton Ave, Waterloo, 2017
Email Ltd, Joynton Ave, Waterloo, 2017
Email Metals Pty Ltd, C/- Email Ltd, Joynton Ave, Waterloo, 2017
Email Westinghouse Pty Ltd, Joynton Ave, Waterloo, 2017
Emco Pty Ltd, C/- Brian Allen & Associates Pty Ltd, Suite 3, Professional Centre, Toormina Rd, Toormina, 2452
Energy Power System Australia Pty Ltd, 17-55 Nantilla Rd, Clayton, 3168
Ericsson Australia Pty Ltd, Blair St, Broadmeadows, 3046
Etrs Pty Ltd, 75 Ashley St, West Footscray, 3012
EW Cox Pty Ltd, 101-105 Woodpark Rd, Smithfield, 2164
Extruded Metals Pty Ltd, C/- Email Ltd, Joynton Ave, Waterloo, 2017

Farley Cutting Systems Australia Pty Ltd, 7 Walter St, Glenroy, 3046
Ferro Corporation (Australia) Pty Ltd, 16 Bermill St, Rockdale, 2216
Festo Pty Ltd, 179-187 Browns Rd, Noble Park, 3174
Fileguard Company (Australia) Pty Ltd, 1340 North Rd, South Oakleigh, 3166
Finlay Engineering Co Pty Ltd, 617 Waterdale Rd, West Heidelberg, 3081
Fire Fighting Enterprises, a division of James Hardie Building Services & Technology Ltd, 74 Ricketts Rd, Mount Waverley, 3149
Flexdrive Industries Ltd, Lots 1 & 2 Hamilton Rd, New Gisborne, 3438
Flexible Drive Agencies Pty Ltd, 86 Stubbs St, Kensington, 3031
Flextool (Australia) Pty Ltd, 213 Wellington St, Collingwood, 3066
Ford New Holland Australia Ltd, Lot 1 Garfield Rd East, Riverstone, 2765
Franet Pty Ltd, 30 McArthur's Rd, North Altona, 3018

Gadsden's Bend Pty Ltd, C/- Thomson & Assoc, 25 Herbert St, Robinvale, 3500
Gainsborough Hardware Industries, 190 Whitehorse Rd, Blackburn, 3130
Galvanising Industries Pty Ltd, 30-38 Albert St, Preston, 3072
Gang-Nail Australia Ltd, 4 Forbes Close, Knoxfield, 3150
Gardner & Naylor (Aust) Pty Ltd, 20 Longstaff Rd, Bayswater, 3153
Gason Pty Ltd, C/- Pannell Kerr Forster, 9 Parsons St, Alice Springs, 0870
GB Galvanising Services Pty Ltd, 26-28 Gatwick Rd, Bayswater, 3153
GEC Alstom Australia Ltd, 2 Griffnock Ave, North Ryde, 2113
Gerrard Strapping Systems Pty Ltd, 1 Glenferrie Rd, Malvern, 3144
Gilbarco Australia Ltd, 12-38 Talavera Rd, North Ryde, 2113
Gillette (Aust) Pty Ltd, 5 Caribbean Dve, Scoresby, 3179
Glenwood Systems Pty Ltd, 165 Rooks Rd, Vermont, 3133
Godfrey Howden Pty Ltd, Matthews Avenue, Airport West, 3042
GTS Industries Pty Ltd, 2 Princes Hwy, Doveton, 3177
GUD Manufacturing Co Pty Ltd, 245 Sunshine Rd, Tottenham, 3012

Harding & Wood Pty Ltd, 11-17 Broadarrow Rd, Beverley Hills, 2209
Heinemann Electric Australia Pty Ltd, 821-829 Springvale Rd, Springvale South, 3172
Helios Heating Pty Ltd, 23 Healy Rd, Dandenong, 3175
Hella Australia Pty Ltd, Redwood Dve, Dingley, 3172
Hella Manufacturing Co Pty Ltd, Southern Rd, Mentone, 3194
[C39111/95]Henderson's Industries Pty Ltd t/a Henderson's Automotive (Geelong),
2nd Floor, 33 Park St, South Melbourne, 3205
Hewlett-Packard Australia Ltd, 31-41 Joseph St, Blackburn, 3130
Honda Australia Motorcycle & Power Equipment Pty Ltd, 1954-1956 Hume Hwy,
Campbellfield, 3061
Honda Australia Pty Ltd, Lot 95 Sharps Rd, Tullamarine, 3043
Hoover Appliances Ltd, cnr Belmore St & Rothsay Ave, Meadowbank, 2114
Hoover (Australia) Pty Ltd, cnr Belmore & Rothsay Avenue, Meadowbank, 2114

ICI Australia Ltd, Level 16, ICI House, 1 Nicholson St, Melbourne, 3000
Interroll Pty Ltd, 7 Macro Crt, Rowville, 3178

Jacksons Lock Manufacturing Pty Ltd, c/- Millar Seymour & Co, 46 Cameron St,
Launceston, 7250
James N Kirby Pty Ltd, 286 Horsley Rd, Milperra, 2214
Jasco Pty Ltd, 118-122 Bowden St, Meadowbank, 2114
John Crane Australia Pty Ltd, 166 Eldridge Rd, Bankstown, 2200
John Sands Pty Ltd, 50 Clayton Rd, North Clayton, 3168
Johnson Matthey (Australia) Ltd, 339 Settlement Rd, Thomastown, 3074
John Valves Pty Ltd, Creswick Rd, Ballarat, 3350

Kambrook Distributing Pty Ltd, 44-60 Fenton St, Huntingdale, 3166
Kilpatrick Green Pty Ltd, 77 Parramatta Rd, Silverwater, 2141
Kone Elevators (Australia) Pty Ltd, Level 2, Pacific Hwy, St Leonards, 2065
KSB Ajax Pumps Pty Ltd, 21 Indwe St, Tottenham, 3012

Laminex (Australia) Pty Ltd, Level 3, 390 St Kilda Rd, Melbourne, 3004
Laminex Industries, a division of BTR Nylex Ltd, 15th Floor, 390 St Kilda Rd,

Melbourne, 3004

Linatex Australia Pty Ltd, 39 Corporate Ave, Rowville, 3178

Linde Gas Pty Ltd, 74-78 Seville Street, Fairfield, 2165

LPG Equipment Sales Pty Ltd, c/- Nicholas Birdseye & Associates, 98 Kermode St,
North Adelaide, 5006

Lowe & Fletcher Australia Pty Ltd, 25 Future Rd, Keysborough, 3173

Luke & Singer Pty Ltd, c/- Email Ltd, Joynton Ave, Waterloo, 2017

[C39111/95]Lux Pty Ltd, 635 Waverley Rd, Glen Waverley, 3150

MacKay Consolidated Industries Pty Ltd, 260 Chesterville Rd, Moorabbin, 3189

Manpower Engineering Contractors Pty Ltd, 71-73 Balmain St, Richmond, 3121

Massey Ferguson Iseki Ltd, 2 Devonshire Rd, Sunshine, 3020

McConnell Dowell Pty Ltd, Level 4, 627 Chapel St, South Yarra, 3141

McPherson's Ltd, Level 43, The Rialto, 525 Collins St, Melbourne, 3000

Metalex Pty Ltd, c/- Email Ltd, Joynton Ave, Waterloo, 2017

Middendorp Engineering Co Pty Ltd, 520 Latrobe St, Melbourne, 3000

Mono Pumps (Australia) Pty Ltd, Mono House, 338 Lower Dandenong Rd, Mordialloc, 3195

Moss Products Pty Ltd, 711 Clayton Rd, Clayton South, 3169

Motorola Australia Pty Ltd, 134 Moray St, South Melbourne, 3205

National Can Co Pty Ltd, 24 Groom St, Clifton Hill, 3068

National Forge (Australia) Pty Ltd, 465 Somerville Rd, West Footscray, 3011

Natra Pty Ltd, 450 Princes Hwy, Noble Park, 3174

NEC (Australia) Pty Ltd, Brandon Office Park, 635 Ferntree Gully Rd, Glen Waverley, 3150

Nilsen Industries Electric Pty Ltd, 150 Oxford St, Collingwood, 3066

Notting Schanck Pty Ltd, 11 Commercial Rd, Notting Hill, 3168

Ogden Industries Pty Ltd, Edward St, Huntingdale, 3166

Onga Pty Ltd, 689 Malvern Rd, Toorak, 3142

Palmer Tube Mills Ltd, 160 Ingram Rd, Acacia Ridge, 4110

Philips Components Pty Ltd, Level 17, Philips House, 15 Blue St, North Sydney, 2060

Philips Consumer Products Ltd, Level 17, Philips House, 15 Blue St, North Sydney, 2060

Philips Mobile Communication System Pty Ltd, Level 17, Philips House, 15 Blue St,
North Sydney, 2060

Philips Public Telecom Service Pty Ltd, Level 17, Philips House, 15 Blue St,
North Sydney, 2060

Pilkington (Australia) Pty Ltd, Automotive Division, Melbourne Rd, North Geelong, 3215

Pilkington (Australia) Ltd, Level 4, 570 St Kilda Rd, Melbourne, 3004

PJ King Pty Ltd, 48 Jersey Rd, Bayswater, 3153

PWB Anchor Ltd, 441 Grimshaw St, Bundoora, 3083

Radiant Stainless Products, McIlwraith - Davey Pty Ltd, 105 Newlands Rd, Coburg, 3058

Radio Frequency Systems Pty Ltd, 36 Garden St, Kilsyth, 3137

Ramset Fasteners (Australia) Pty Ltd, Maroondah Hwy, North Croydon, 3136

Renold Australia Pty Ltd, 508-520 Wellington Rd, Mulgrave, 3170

Richardson Pacific Ltd, 330 Ballarat Rd, Braybrook, 3019

Rockwell Body & Chassis Systems Australia Pty Ltd, 62 Albert St, Preston, 3072

Rockwell Systems Australia Pty Ltd, Level 6, 3 Thomas Holt Dve, North Ryde, 2113

Sabco Ltd, Botting St, Albert Park, 5014
Sealy Pty Ltd, 124 Beryl St, Coffs Harbour, 2450
Selby Pty Ltd, 89 Bronte Rd, Bondi Junction, 2022
Selley's Chemical Co Pty Ltd, 1 Gow St, Padstow, 2211
Siemens Ltd, 544 Church St, Richmond, 3121
Simon-Abbey Pty Ltd, 98 Fairbank Rd, Clayton, 3168
Simsmetal Ltd, Level 6, Simsmetal House, 41 McLaren St, North Sydney, 2060
Skilled Engineering Pty Ltd, Suite 8, 96 Camberwell Rd, East Hawthorn, 3123
Spalding Australia Pty Ltd, Spalding House, 116 Church St, Hawthorn, 3122
Stainless Bar Co Pty Ltd, Division of Atlas Steel Ltd, Level 9, 468 St Kilda Rd, Melbourne, 3004
Stokes (Australasia) Ltd, 87-91 Heatherdale Rd, Ringwood, 3134
Stork Electrical Pty Ltd, 177-199 Macaulay Rd, North Melbourne, 3051
Sunbeam Corporation Ltd, Wade St, Campsie, 2194
Sutton Tools Pty Ltd, 378 Settlement Rd, Thomastown, 3074
Swann Electrical International Pty Ltd, 37 Sunhill Rd, Mount Waverley, 3149

The Phosphate Co-Operative Co of Aust Ltd, Level 2, 160 Queen St, Melbourne, 3000
The Victorian Hospitals Association Ltd, Miles St, Mulgrave, 3170
Thompson, Kelly & Lewis Pty Ltd, a division of BTR Nylex, 15th Floor, 390 St Kilda Rd, Melbourne, 3004
Tieman Industries Pty Ltd, 4-10 Keon Pde, Keon Park, 3073
Transfield Construction Pty Ltd, Level 12, 100 Arthur St, North Sydney, 2060
Trico Pty Ltd, 820-850 Princes Hwy, Springvale, 3171
Trollope Silverwood & Beck Pty Ltd, 631 Springvale Rd, Mulgrave, 3170
Tube & Pipe Pty Ltd, division of Atlas Steel, Level 9, 468 St Kilda Rd, Melbourne, 3004

Varian Australia Pty Ltd, 679 Springvale Rd, Mulgrave, 3170
VDO Instruments Australia Pty Ltd, 115 Northern Rd, West Heidelberg, 3081
Viscount Consolidated Industries Pty Ltd, 234-238 Boundary Rd, Braeside, 3195
Vulcan Australia Ltd, Level 23, State Bank Centre, 91 King William St, Adelaide, 5000

WA Deutsher Pty Ltd (t/a Buildex), 600 South Rd, Moorabbin, 3189
WB Contracting Pty Ltd, 12 Stamford Rd, Oakleigh, 3166
Welded Mesh Pty Ltd, 11 Armour St, Milperra, 2214
West Footscray Engineering Pty Ltd, 52 Cross St, West Footscray, 3011
Westinghouse Brakes & Signal Co Australia, Level 15, 390 St Kilda Rd, Melbourne, 3004
William Adams Pty Ltd, 4 Hopkinson St, Burnie, 7320
Willow Ware Australia Pty Ltd, Buncl St, North Melbourne, 3051
Wilson Transformer Co Pty Ltd, Wilson Rd, Glen Waverley, 3150
World Services & Consolidated Pty Ltd, Relton House, 4 St Edmonds Rd, Prahran, 3181
Wormald Fire Systems, a division of Wormald Australia Pty Ltd, Unit D1, Centre Court, 25-27 Paul St North, North Ryde, 2113

Moonee Valley Racing Club Inc, McPherson St, Moonee Ponds, 3039

Victorian Amateur Turf Club Inc, Station St, Caulfield, 3162
Victorian Racing Club, Racing Industry Centre, 1 Queens Rd, Melbourne, 3004

[C30972/94]Australian Consolidated Investments Ltd, Level 41, 1 Macquarie Pl,
Sydney, 2000

Brashs Pty Ltd, 276 Collins St, Melbourne, 3000

Clancy's Foodstores Pty Ltd, c/ David Holdings Pty Ltd, 10th Floor, National,
Mutual Centre, 15 London Crt, Canberra, 2601

Clarke Rubber Ltd, 86108 Castlereagh St, Sydney, 2000

[C31843/94]Coles Myer Ltd, Level 4 Module 5, 800 Toorak Rd, Tooronga, 3146

David Jones (Australia) Pty Ltd, 86108 Castlereagh St, Sydney, 2000

Davids VGD Pty Ltd, 7579 Fitzgerald Rd, North Laverton, 3026

Forges Pty Ltd, 80 Nicholson St, Footscray, 3011

Fosseys (Aust) Pty Ltd, Level 4 Module 5, 800 Toorak Rd, Tooronga, 3146

[C30972/94]Franklins Ltd, 62 Hume Hwy, Chullora, 2190 (excluding supermarket outlets)

Georges Australia Pty Ltd, 86108 Castlereagh St, Sydney, 2000

Grocery Wholesalers Pty Ltd, cnr Dursley & Fairfield Rds, Yennora, 2161

[C39111/95]Ikora Agencies Pty Ltd, 15 Sturt St, Ballarat, 3350

[C30972/94]Jewel Food Stores Pty Ltd, 52 Hill Rd, Lidcombe, 2141

(excluding supermarket outlets)

John Martins Retailers Ltd, 100 Rundle St, Adelaide, 5000

Katies Fashion (Aust) Pty Ltd, 1014 Waterloo St, Surrey Hills, 2010

Kmart (Australia) Ltd, Level 4 Module 5, 800 Toorak Rd, Tooronga, 3146

Liquorland (Australia) Pty Ltd, Level 4 Module 5, 800 Toorak Rd, Tooronga, 3146

Myer Stores Ltd, 295 Lonsdale St, Melbourne, 3000

Norman Brothers Pty Ltd, 347 Napier St, Fitzroy, 3065

Philip Leong Stores Pty Ltd, cnr Dursley & Fairfield Rds, Yennora, 2161

Target Australia Pty Ltd, 1214 Thompson Rd, North Geelong, 3220

[C39111/95]Thomas Jewellers (Aust) Pty Ltd, 15 Sturt St, Ballarat, 3350

[C30972/94]Treasureway Australia Pty Ltd, Level 9, 161 Collins St, Melbourne, 3000

[C30972/94]Vox Financial Services Ltd, 505 Abernathy Rd, Kewdale, 6105

Vox Retail Group Ltd, 505 Abernathy Rd, Kewdale, 6105

[C30972/94]Vox Wholesale Pty Ltd, 505 Abernathy Rd, Kewdale, 6105

[C30972/94]Woolworths (Big W) Ltd, cnr Dursley & Fairfield Rds,
Yennora, 2161 (excluding distribution centres)

Woolworths (NT) Ltd, cnr Dursley & Fairfield Rds, Yennora, 2161

Woolworths (Queensland) Ltd, cnr Dursley & Fairfield Rds, Yennora, 2161
Woolworths (South Australia) Ltd, cnr Dursley & Fairfield Rds, Yennora, 2161
Woolworths (Victoria) Ltd, cnr Dursley & Fairfield Rds, Yennora, 2161
Woolworths (WA) Ltd, cnr Dursley & Fairfield Rds, Yennora, 2161

Armstrong-Nylex Pty Ltd, Mills Rd, Braeside, 3195

Bridgestone Australia Ltd, 1028 South Rd, Edwardstown, 5039

Goodyear Tyres Ltd, Hume Hwy, Somerton, 3062

South Pacific Tyres (Australia), a Partnership between Pacific Dunlop, Tyres Ltd & Goodyear Tyres Pty Ltd, Hume Hwy, Somerton, 3062

Tyre Marketers (Australia) Ltd, Hume Hwy, Somerton, 3062

WR Grace Australia Ltd, 1126 Sydney Rd, Fawkner, 3060

[C10799/95]Barwon Spinners Pty Ltd, 7 Factories Rd, South Geelong, 3220

[C10799/95]Benalla Spinners Pty Ltd, 7 Factories Rd, South Geelong, 3220

[C30631/93 and C34149/94]Brintons Pty Ltd, Breakwater, 3220

Bruck Australia Ltd, Sisley Ave, Wangaratta, 3677

Dempsey Group Pty Ltd, t/a Domestic Textiles, 95 Albert St, Brunswick, 3056

FJ Trousers Pty Ltd, t/a Fletcher Jones, Flaxman St, Warrnambool, 3280

[C10799/95]Godfrey Hirst Australia Pty Ltd, 7 Factories Rd, South Geelong, 3220

Minister Carpet Pty Ltd, 35-65 Paramount Rd, Tottenham, 3012

Pacific Carpets International Pty Ltd, t/a Capital Carpets, 35-65 Paramount Rd, Tottenham, 3012

Rocklea Spinning Mills Pty Ltd, PO Box 326, Abbotsford, 3067

Warrnambool Textiles, a division of Bardak Pty Ltd, 6-7 Pitt St, Reservoir, 3073

Yakka Pty Ltd, 26 King William St, Broadmeadows, 3047

Gordon & Gotch, 25 Huntingdale Rd, Burwood, 3125

ROPING-IN AWARD NO. 1 OF 1996

[Roping-in award No. 1 of 1996 inserted by [M8741](#) ppc 21Mar01]

1 - TITLE

This award shall be known as the Clerical and Administrative Employees (Victorian) Roping-in No. 1 Award 1996.

2 - PARTIES BOUND

The award shall apply to the Australian Municipal, Administrative, Clerical and Services Union and to those employers whose names are set out in Schedule A hereto in respect to all their employees, whether members of the union or not and who are required to perform work covered by the Clerical and Administrative Employees (Victorian) Award 1995.

3 - RESPONDENCY

Clerical and Administrative Employees (Victorian) Award (respondency list) will henceforth incorporate the employers listed in Schedule A hereto, and bind the said employers to the operations of this award.

4 - OPERATIVE DATE

This award shall come into force from the first full pay period commencing on or after 17 January 1996 and shall remain in force for a period of twelve months.

SCHEDULE A

This schedule, arising from C No. 39675 of 1995 is such that the following employers will henceforth be bound by the Clerical and Administrative Employees (Victorian) Award 1995 Schedule H (Food and Beverage Industry).

Burns Philp & Co Ltd
40 Bridge Street
SYDNEY NSW 2000-01-24

Corona Manufacturing Pty Ltd
595 Burwood Highway
KNOXFIELD VIC 3180

ROPING-IN AWARD NO. 1 OF 2001

[Roping-in award No. 1 of 2001 inserted by [PR902928](#) ppc 21Mar01]

1 - TITLE

This award shall be known as the Clerical and Administrative Employees (Victorian) Award 1999 - Armoured Transportation (Roping In Award No. 1 of 2001).

2 - PARTIES BOUND

This award shall apply to the Australian Municipal, Administrative, Clerical and Services Union and Chubb Security Services Limited, Level 5, 117 York Street, Sydney, NSW, 2000 in respect of all their employees, whether members of the union or not and who are required to perform work covered by the Clerical and Administrative Employees (Victorian) Award 1999.

3 - RESPONDENCY

The Clerical and Administrative Employees (Victorian) Award 1999, Schedule - Respondents, Armoured Transportation of respondent employers shall henceforth incorporate the employer listed in clause 2 above and bind the said employer to the operations of this award.

4 - DATE OF OPERATION

This award shall come into force from the beginning of the first pay period to commence on or after 21 March 2001 and shall continue in force for a period of twelve months.

ROPING-IN AWARD NO. 2 OF 2001

[Roping-in award No. 2 of 2001 inserted by [PR904297](#) ppc 19Apr01]

1. TITLE

This award shall be known as the Clerical and Administrative Employees (Victoria) Roping-in No. 2 (Industrial Services) Award 2001.

2. PARTIES BOUND

This award shall be binding upon:

- 2.1** the Australian Municipal, Administrative, Clerical and Services Union; and
- 2.2** the employers named in Schedule A to this award in respect of all their employees, whether members of the union or not.

3. APPLICATION

The provisions of the Clerical and Administrative Employees (Victoria) Award 1999, as varied from time to time shall apply.

4. RESPONDENCY

The Clerical and Administrative Employees (Victoria) Award 1999 - Schedule of respondent employers, shall henceforth incorporate the employers listed in Schedule A to this award and bind the said employers to the operation of the award. Such employers shall be listed at a new schedule to the Clerical and Administrative Employees (Victoria) Award 1999.

5. OPERATIVE DATE

This award shall operate from the first full pay period on or after 19 April 2001 and shall remain in place for a period of twelve months.

SCHEDULE A

NB: This award is limited to Victorian operations of the following employers:

Association of Professional Engineers, Scientists and Managers Australia, Newlands House, 163 Eastern Road, South Melbourne, Victoria, 3205

Australasian Meat Industry Employees Union (Victorian Branch), 62 Lygon Street, Carlton South, Victoria, 3053

Australian Council of Trade Unions, 393 Swanston Street, Melbourne, Victoria, 3000

Australian Education Union, National Office, 120 Clarendon Street, Southbank, Victoria, 3006

Australian Education Union, 112 Trenerry Crescent, Abbotsford, Victoria, 3067

Australian Liquor, Hospitality and Miscellaneous Workers Union Victorian Branch, 117-131 Capel Street, North Melbourne, Victoria, 3051

Australian Liquor, Hospitality and Miscellaneous Workers Union (Ambulance Employees Section), 117-131 Capel Street, North Melbourne, Victoria, 3051

Australian Liquor, Hospitality and Miscellaneous Workers Union, National Office, 9/187 Thomas Street, Haymarket, NSW, 2000

Australian Manufacturing Workers Union (Food and Confectionery Division), 440 Elizabeth Street, Melbourne, Victoria, 3000

Australian Manufacturing Workers Union, Victorian State Office, 4/440 Elizabeth Street, Melbourne, Victoria, 3000

Australian Manufacturing Workers Union, National Sydney Office, 4/133 Parramatta Road, Granville, NSW, 2142

Australian Manufacturing Workers Union, Printing Division, 4/440 Elizabeth Street, Melbourne, Victoria, 3000

Australian Maritime Officers Union, 5/377 Sussex Street, Sydney, NSW, 2000

Australian Meat Industry Employees Union, Federal Office, Level 5, Labor Council Building, 377-383 Sussex Street, Sydney, NSW, 2000

Australian Nursing Federation, Federal Office, 3/28 Eyre Street, Kingston, ACT, 2604

Australian Nursing Federation, Victorian Branch, 540 Elizabeth Street, Melbourne, Victoria, 3000

Australian Workers Union (National Office), Suite 15, 245 Chalmers Street, Redfern, NSW, 2016

Australian Workers Union (Tobacco Industry Branch), 474A Bunnerong Road, Matraville, NSW, 2036

Australian Workers Union (Victorian Branch), 685-691 Spencer Street, West Melbourne, Victoria, 3003

Ballarat Trades and Labour Council, Trades Hall, 26 Camp Street, Ballarat, Victoria, 3350

Bendigo Trades Hall Council, 40 View Street, Bendigo, Victoria, 3550

Communication, Electrical, Electronic, Energy, Postal, Plumbing and Allied Services of Australia (CEPU), Victorian Plumbing Division, 52 Victoria Street, Carlton South, Victoria, 3053

Communication, Electrical, Electronic, Energy, Postal, Plumbing and Allied Services of Australia (CEPU), Telecommunications and Services Group, 71 Cromwell Street, Collingwood, Victoria, 3066

Communication, Electrical, Electronic, Energy, Postal, Plumbing and Allied Services of Australia (CEPU), Electrical Division Victorian Branch, 516-520 Swanston Street, Carlton South, Victoria, 3053

Communication, Electrical, Electronic, Energy, Postal, Plumbing and Allied Services of Australia (CEPU), Communications Division National Office, 1/139 Queensberry Street, Carlton South, Victoria, 3053

Community and Public Sector (CSIRO Division), 388 Lonsdale Street, Melbourne, Victoria, 3000

Community and Public Sector Union (National Office), 191-199 Thomas Street, Haymarket, NSW, 2000

Community and Public Sector Union, SPSF Group, Victorian Trades Hall, 54 Victoria Street, Carlton South, Victoria, 3053

Construction, Forestry, Mining and Energy (Forestry Division), 1/500 Swanston Street, Carlton South, Victoria, 3053

Construction, Forestry, Mining and Energy Union (Clay and Ceramic Industry Divisional Branch), 2/15 Wentworth Avenue, Sydney, NSW, 2000

Construction, Forestry, Mining and Energy Union (FEDFA Victorian Divisional Branch), 34-40 Barry Street, Carlton, Victoria, 3053

Construction, Forestry, Mining and Energy Union (Furnishing Trades Division), 130 Errol Street, North Melbourne, Victoria, 3051

Construction, Forestry, Mining and Energy Union (National Office), 2/13-15 Wentworth Avenue, Sydney, NSW, 2000

Construction, Forestry, Mining and Energy Union and General Division, 2/500 Swanston Street, Carlton South, Victoria, 3053

Flight Attendants Association of Australia, 670 Mt Alexander Road, Moonee Ponds, Victoria, 3039

Geelong and Regional Trades and Labour Council, 127 Myers Street, Geelong, Victoria, 3220

Gippsland Trades and Labour Council, PO Box 1108, Morwell, Victoria, 3840

Goulburn Valley Trades and Labour Council, 29 Wyndham Street, Shepparton, Victoria, 3630

Health Services Union of Australia No. 4 Branch, 3rd floor, New (Rear) Building, Trades Hall, 54 Victoria Street, Carlton South, Victoria, 3053

Health Services union of Australia, Federal Office, 3/289 Canberra Avenue, Fyshwick, ACT, 2609

Health Services Union of Australia, Victoria No. 1 Branch, 106-108 Victoria Street, Carlton South, Victoria, 3053

Health Services Union of Australia, Victoria No. 2 Branch (HACSU), 2/102 Victoria Street, Carlton South, Victoria, 3053

Health Services Union of Australia, Victorian No. 3 Branch (AHPA), 2/102 Victoria Street, Carlton South, Victoria, 3053

Mallee Murray Trades and Labour Council, 162 Seventh Street, Mildura, Victoria, 3500

Maritime Union of Australia (National Office), 2/365-375 Sussex Street, Sydney, NSW, 2000

Maritime Union of Australia (Victorian Branch), 46-54 Ireland Street, West Melbourne, Victoria, 3003

Media, Entertainment and Arts Alliance, Federal Office, 245 Chalmers Street, Redfern, NSW, 2016

Media, Entertainment and Arts Alliance, Victorian Branch, 4/221 Queen Street, Melbourne, Victoria, 3000

Medical Scientists Association of Victoria, 3rd floor, Rear Building, Trades Hall, 54 Victoria Street, Carlton South, Victoria, 3053

Musicians Union of Australia (Federal and Victorian Office), 65 Wellington Street, Windsor, Victoria, 3181

National Tertiary Education Industry Union (Victorian Division), 120 Clarendon Street, South Melbourne, Victoria, 3205

National Tertiary Education Union (National Office), 1/120 Clarendon Street, South Melbourne, Victoria, 3205

National Union of Workers, National Office, 552 Victoria Street, North Melbourne, Victoria, 3051

National Union of Workers, Victorian Branch, 552 Victoria Street, North Melbourne, Victoria, 3051

Police Association of Victoria, 3rd floor, Federal Police Building, 383 La Trobe Street, Melbourne, Victoria, 3000

Rail, Tram and Bus Union (National Office), 83-89 Renwick Street, Redfern, NSW, 2016

Shop, Distributive and Allied Employees Union, Federal Office and Victorian Branch, 53 Queen Street, Melbourne, Victoria, 3000

South West Trades and Labour Council, 31 Percy Street, Portland, Victoria, 3305

Textile, Clothing and Footwear Union of Australia, Victorian Branch, 132-138 Leicester Street,

Carlton, Victoria, 3053

Transport Workers Union of Australia, Head Office, 18-20 Lincoln Square North, Carlton South, Victoria, 3053

Transport Workers Union of Australia, Victoria-Tasmania Branch, 52-56 Rouse Street, Port Melbourne, Victoria, 3207

United Firefighters Union of Australia (National Office), 148 South Road, Torrensville, SA, 5031

United Firefighters Union of Australia (Victoria Branch), 410 Brunswick Street, Fitzroy, Victoria, 3065

Victorian Independent Education Union, 120 Clarendon Street, Southbank, Victoria, 3006

Victorian Trades Hall Council, 54 Victoria Street, Carlton South, Victoria, 3053

Wool Classers Association of Australia, Room 8, 26 Camp Street, Ballarat, Victoria, 3350

ROPING-IN AWARD NO. 3 OF 2001

[Roping-in award No. 3 of 2001 inserted by [PR907306](#) ppc 30Jul01]

1 - TITLE

This award shall be known as the Clerical and Administrative Employees (Victoria) - Communications and Related Industries - (Roping-in No.3) Award 2001.

2 - PARTIES BOUND

This award shall be binding upon:

- (a) The Australian, Municipal, Administrative, Clerical and Services Union (the “union”), its officers and members; and
- (b) Outsource Australia Pty Ltd, Level 31 Bt Tower, 1 Market Street, Sydney, NSW 2000 in respect of all their employees who are eligible to be members of the union whether members or not.

3 - APPLICATION

The provisions of the *Clerical and Administrative Employees (Victorian) Award 1999* [AW773032], as varied from time to time, shall apply.

4 - RESPONDENCY

The *Clerical and Administrative Employees (Victoria) Award 1999*, schedule - respondents, communications and related industries, shall henceforth incorporate the employer listed in clause 2 above and bind the said employer to the operations of the award.

5 - SAVINGS PROVISION

No employee shall, as a result of the making of this award, suffer any loss of existing wages or other benefits which would constitute any allowable award matter to which the employee is entitled prior to the date of the coming into operation of this award.

6 - DATE OF OPERATION

This award shall operate from the beginning of the first pay period to commence on or after 30 July 2001 and shall remain in force for a period of twelve months.

ROPING-IN AWARD NO. 4 OF 2001

[Roping-in award No. 4 of 2001 inserted by [PR907691](#) ppc 12Jul00]

1. TITLE.

This award shall be known as the Clerical and Administrative Employees (Victorian) Award 2001 (Roping in Award No.4).

2. PARTIES BOUND.

The award shall apply to the Australian Municipal, Administrative, Clerical & Services Union and Brinks Australia P/L. and those employers listed at Schedule A, in respect of all their employees, whether members of the union or not and who are required to perform work covered by the Clerical & Administrative Employees (Victorian Award) 1999.

3. RESPONDENCY.

The Clerical and Administrative Employees (Victorian) Award 1999, List of respondent employers shall henceforth incorporate the employer listed in Schedule A to this Roping In Award above and bind the said employer to the operations of the Clerical and Administrative Employees (Victorian) Award 1999.

4. OPERATIVE DATE.

This award shall come into place as and from the first full pay period on or after 12 July 2000 and shall remain in force for a period of twelve months.

SCHEDULE A

Respondent Employers

(Note: This award is limited to Victorian operations of the following employers.)

ADP Data Services Pty Ltd, 4th Floor, 100 Flinders Street MELBOURNE 3000

Advanced Automotive Data Services Pty Ltd, 16 Wyndarra Crescent, DINGLEY 3172

Atac Computer Centre Pty Ltd, 111 Lt Lonsdale Street, MELBOURNE 3000

Chromloch Pty Ltd, 166 Junction Road, NUNAWADING 3131

Hershan Serebro Financial Services Pty Ltd, c/- Hershan Serebro, Ground Floor
377 Lonsdale Street, MELBOURNE 3000

John M Owens & Associates Pty Ltd, C/- Webb & Co Services Pty Ltd, 381 Tooronga Road, EAST
HAWTHORN 3123

Knox Computer Centre, c/- 20 Mason Street, DANDENONG 3175

Leading Edge Technologies, 14 Montalto Avenue, TOORAK 3142

Metadign Pty Ltd, c/- Whelan & Cook, 16/499 St Kilda Road, MELBOURNE 3004

One Day At A Time Pty Ltd, 31/80 Cole Street, c/- PO Box 421, MALVERN 3144
Commercial Computer Centre, 99 King Street, MELBOURNE 3000

ROPING-IN AWARD NO. 1 OF 2002

[Roping-in award No. 1 of 2002 inserted by [PR919473](#) ppc 26Jun02]

1. AWARD TITLE

This award shall be known as the Clerical and Administrative Employees (Victorian) Roping-in No. 1 Award of 2002.

2. PARTIES BOUND

This award shall be binding upon:

- (a) the Australian Municipal, Administrative, Clerical and Services Union and its members;
and
- (b) Southern Cross Victoria Aged Care, of 284 Canterbury Road, Surrey Hills Vic 3127, in respect of all its employees who are eligible to be members of the Australian Municipal, Administrative, Clerical and Services Union whether members of the union or not.

3. APPLICATION

The provisions of the Clerical and Administrative Employees (Victorian) Award 1999 shall apply to the parties to this award.

4. DATE THE AWARD STARTS

This award shall operate from the first pay period commencing on or after 26 June 2002 and shall remain in force for a period of six months.

ROPING-IN AWARD NO. 1 OF 2003

[Roping-in award No. 1 of 2003 inserted by [PR931121](#) ppc 07May03]

1. TITLE

This award shall be known as the Clerical and Administrative Employees (Victorian) Roping in No 1 Award 2003.

2. APPLICATION

The terms and conditions of the award known as the Clerical and Administrative Employees (Victorian) Award 1999 varied and in force from time to time shall be binding upon:

- (a) the Australian Municipal, Administrative, Clerical and Services Union and its members employed by Bethany Community Support Inc;

- (b) Bethany Community Support Inc., 1 Gibb Street, North Geelong Vic 3215 in respect of all its employees who are eligible to be members of the Australian Municipal, Administrative, Clerical and Services Union, whether members of the union or not.

3. DATE OF OPERATION

This award shall come into force from the first pay period to commence on or after 7 May 2003 and shall remain in force for a period of six months.

ROPING-IN AWARD NO. 2 of 2003

[Roping-in award No. 2 of 2003 inserted by [PR938739](#) ppc 30Sep03]

1. TITLE

This award shall be known as the Clerical and Administrative Employees (Victoria) Roping in No 2 Award 2003.

2. APPLICATION

The terms and conditions of the award known as the Clerical and Administrative Employees (Victoria) Award 1999 as varied and in force from time to time shall be binding upon:

- (a) the Australian Municipal, Administrative, Clerical and Services Union and its members employed by National Council of the YMCAs of Australia;
- (b) National Council of the YMCAs of Australia, 88 Market Street, South Melbourne, 3205 in respect of all its employees who are eligible to be members of the Australian Municipal, Administrative, Clerical and Services Union, whether members of the union or not.

3. DATE OF OPERATION

This award shall come into force from the first pay period to commence on or after 30 September 2003 and shall remain in force for a period of six months.

ROPING-IN AWARD NO. 1 OF 2004

[Roping-in award No. 1 of 2004 inserted by [PR944343](#) ppc 10Mar04]

1. AWARD TITLE

This award shall be known as the Clerical and Administrative Employees (Victoria) (Roping-in No. 1) Award 2004.

2. PARTIES BOUND

This award shall be binding upon:

- 2.1 The Australian Municipal, Administrative, Clerical and Services Union (“the Union”), its officers and members; and
- 2.2 Kodak (Australasia) Pty Ltd, 173 Elizabeth Street, Coburg, VIC, 3058, in respect of all their employees who are eligible to be members of the Union whether members or not.

3. APPLICATION

The terms of the Clerical and Administrative Employees (Victoria) Award 1999 [AW773032] as varied from time to time shall be binding upon the parties.

4. SAVINGS PROVISION

No employee shall, as a result of the making of this award, suffer any loss of existing wages or other benefits which would constitute any allowable award matter to which the employee is entitled prior to the date of the coming into operation of this award.

5. DATE OF OPERATION

This award comes into force from the beginning of the first pay period to commence on or after 10 March 2004 and shall remain in force for a period to twelve months.

ROPING-IN AWARD NO. 2 OF 2004

[Roping-in award No. 2 of 2004 inserted by [PR950877](#) from 16Aug04]

1. TITLE

This award shall be known as the Clerical and Administrative Employees (Victoria) (Ropingin No. 2) Award 2004.

2. APPLICATION

The terms and conditions of the award known as the Clerical and Administrative Employees (Victoria) Award 1999 as varied from time to time shall be binding according to its terms upon:

- 2.1 the Australian Municipal, Administrative, Clerical and Services Union (the Union) and its members; and
- 2.2 Virtual Communities Ltd, Level 2, 450 St Kilda Road, Melbourne Vic 3004, in respect of all their employees whether members of the Union whether members or not.

3. DATE OF OPERATION

This award comes into force from 16 August 2004 and shall remain in force for a period to six months.

DECLARATION - VICTORIA

[Common rule declared by [PR950655](#) from 01Jan05]

Further to the decision issued by the Commission on 17 August 2004 [[PR950653](#)] and pursuant to ss.141 and 493A of the *Workplace Relations Act 1996* the Commission makes the following declaration for a common rule award:

1. In this Declaration:

“**the award**” means the *Clerical and Administrative Employees (Victoria) Award 1999* as varied from time to time;

“**employees**” means employees in the industry who perform work of a kind that is covered by the award, but not any person who is a director or manager of an employer or a person to whom such person has delegated the right to engage and terminate the employment of employees;

“**employers**” means employers who employ employees;

“**the industry**” means the industry of the process, trade, business or occupation of a person or persons or classes of persons (by whatever name called) employed wholly or principally in clerical work which may include administrative duties of a clerical nature.

2. That save for and subject to the matters referred to in clauses 4 to 11 below, the whole of the terms of the award except those specified in clause 3 below, shall be:

2.1 a common rule for the industry in Victoria and known as the Clerical and Administrative Employees Victorian Common Rule Award 2005;

2.2 binding on all employers in respect of the employment by them of employees;

2.3 binding on all employees; and

2.4 binding on the Australian Municipal, Administrative, Clerical and Services Union and the registered organisations bound by the Award.

3. The following clauses of the award are not included in the Clerical and Administrative Employees Victorian Common Rule Award 2005:

3.1 clause 4 - Commencement date of award and period of operation;

3.2 clause 5 - Coverage of award;

3.3 clause 6.2 of Parties bound; and

3.4 clause 7 - Persons, organisations, industries and employers exempt from coverage.

4. The Clerical and Administrative Employees Victorian Common Rule Award 2005 shall not apply to:

4.1 Persons employed by a bank; or

- 4.2 Persons employed by an insurance company, except persons employed in or in connection with the provision of health insurance; or
- 4.3 Persons employed by a Trustee Executor & Agency Company; or
- 4.4 Persons employed by non-government schools and colleges; or
- 4.5 Persons employed by the Country Fire Authority or the Metropolitan Fire & Emergency Services Board or employed in or in connection with the prevention, suppression or extinguishment of fires; or
- 4.6 Persons employed by a shipping company; or
- 4.7 Persons employed by a travel agent; or
- 4.8 Persons employed in or in connection with the transport of goods, wares, merchandise, materials or anything whatsoever, whether in its raw or natural state, wholly or partly manufactured state or of a solid, liquid or gaseous nature or otherwise, and/or livestock.
- 4.9 Persons employed by a business in the contract call centre industry. A business in the contract call centre industry means any business whose principal function is supplying inbound or outbound customer contact services to a number of clients, on a contract basis, and whose business is independent of the client. The Australian Municipal, Administrative, Clerical and Services Union and the Australian Industry Group will meet prior to 1 September 2005 to discuss and endeavour to reach agreement on the appropriate award coverage for clerical employees in the contract call centre industry.
- 4.10 Persons employed by a business in the telecommunications services industry. A business in the telecommunications services industry means:
- Any business whose principal function is carrying on the supply of telecommunications services, including any business whose principal function is the supply of value added telecommunications services; and/or
 - Any business whose principal function is incidental, ancillary or complementary to the supply of any telecommunications services.

A business in the telecommunications services industry does not mean:

- A business whose principal function is the manufacture or supply of telecommunications equipment and line whether or not such business also installs and maintains telecommunications equipment and line; and
- A business whose principal function is the installation, service and/or maintenance of telecommunications equipment and line, unless the business also operates that equipment and line.

The Australian Municipal, Administrative, Clerical and Services Union and the Australian

Industry Group will meet prior to 1 September 2005 to discuss and endeavour to reach agreement on the appropriate award coverage for clerical employees in the telecommunications services industry.

4.11 Persons employed in the business equipment industry. The Australian Municipal, Administrative, Clerical and Services Union and the Australian Industry Group will meet prior to 1 September 2005 to discuss and endeavour to reach agreement on the appropriate award coverage for clerical employees in the business equipment industry.

4.12 Persons employed in any clerical capacity whatsoever in the industry of legal services.

5. Subject to 5.1 to 5.5 below, all provisions in the Common Rule Award are to operate from 1 January 2005.

5.1 With respect to annual leave, only periods of annual leave commencing on or after 31 January 2005 attract leave loading.

5.2 With respect to redundancy payments for employees of employers who have less than 15 employees, only service on or after 1 January 2005 is to be taken into account for the purpose of calculating 'service'.

5.3 With respect to redundancy payments for employees of employers who have 15 employees or more, only service on or after 1 January 2004 is to be taken into account for the purpose of calculating 'service'. [Note: the agreement in respect of this issue is without prejudice to the position a party may put in roping-in proceedings.]

5.4 Any accident make-up pay clause is to apply in relation to any injury on or after 3 August 2004.

5.5 The wages clauses (including all allowances and penalty payments) are to commence operation from the first pay period on or after Monday 3 January 2005 provided that in all cases the wages clauses commence operation no later than 5 January 2005.

6. The Clerical and Administrative Employees Victorian Common Rule Award 2005 shall not apply to employers respondent by any means to any other award of the Commission in respect of the employment by them of employees covered by that award.

7. This declaration shall not apply to a person with a disability who is eligible for a Disability Support Pension and who is employed by a supported employment service that receives funding under the *Disability Services Act 1986* (Cth) to provide support for that person. [See Note 1 below.]

8. An employer who is making superannuation contributions into a complying superannuation fund, within the meaning of the *Superannuation Industry (Supervision) Act 1993* (Cth), on behalf of an employee covered by this declaration prior to the date of effect of this declaration is exempt from any provision in the award which specifies the fund or funds into which superannuation contributions are to be paid. [See Note 2 below.]

9. In the event of a dispute about the entitlement of an employer to set-off entitlements and benefits required to be provided under a contract of employment made prior to the date of this declaration against entitlements and benefits required to be provided under the Clerical and Administrative

Employees Victorian Common Rule Award 2005, the matter may be referred to a Board of Reference consisting of a Member of the Commission which shall determine whether or not such a set-off should be permitted having regard to what is fair and equitable in all the circumstances of the case, without regard to technicalities and legal forms.

An appeal lies from a decision of a Board of Reference to a Full Bench of the Commission.

This clause shall apply for a period of twelve months from the commencement date of the Clerical and Administrative Employees Victorian Common Rule Award 2005.

Any registered organisation bound by the terms of the Clerical and Administrative Employees Victorian Common Rule Award 2005 shall be notified of the time and date of hearing in relation to any application made pursuant to this provision.

10. Nothing in this declaration reduces or in any way detracts from any accrued rights to any forms of leave including sick leave, annual leave, long service leave or parental leave to which employees or any of them have become entitled by accrual or otherwise prior to the commencement date in clause 11 below.

11. This declaration shall be an award of the Commission, shall come into force on 1 January 2005 and shall remain in force for a period of 3 months and thereafter in accordance with the Act. [See Note 3 below.]

Note 1

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

2. The intention of this provision is limited to preventing the award from applying to sheltered workshops (i.e. supported employment services) - it does not prevent the award from applying to employees with disabilities in open employment.

3. Leave is reserved for any party to have this issue reconsidered in the light of any developments in the national process which is currently considering workplace relations issues for sheltered workshops. This national process includes the Disability Sector National Industry Consultative Council and any related applications that seek award coverage for sheltered workshops.

Note 2

1. The purpose of the exception above is to maintain the status quo in respect of employers who, as at the date of effect of the common rule declaration, are making superannuation contributions into a complying superannuation fund. These employers will not be required to change their existing arrangements. Nor will there be any requirement for the existing arrangements to be the subject of an agreement between the employer and employees. For the avoidance of doubt, the exception continues to apply to employers who are making superannuation contributions to complying superannuation funds which are successor funds (as defined in Regulation 1.03 of the *Superannuation Industry (Supervision) Regulations 1994* (Cth), or as amended or replaced by other legislation) into which benefits are transferred, after the date of effect of the common rule declaration, in accordance with the

Superannuation Industry (Supervision) Act 1993 (Cth) and the Regulations thereunder. Further, “existing arrangements” includes the making of contributions to such funds.

2. The exception is in respect of current and future employees of the employers who are entitled to the benefit of the exemption.

3. The exception does not apply to new businesses which are established after the date on which the award is declared to have effect as a common rule.

4. The exception only applies to employers who are required to apply the terms of the award by virtue of the Common Rule declaration. It does not apply to employers who are named respondents to the award or who are parties bound by virtue of the membership of an employer organisation.

5. The exception applies subject to any Commonwealth legislation to the contrary.

Note 3

Subject to s.113 of the *Workplace Relations Act 1996* and any order of the Commission, an award dealing with particular matters continues in force until a new award is made dealing with the same matters (see s.148 of the *Workplace Relations Act 1996*).

** end of text **