



CLERICAL AND ADMINISTRATIVE EMPLOYEES (STATE) AWARD

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PART A

2. ANTI-DISCRIMINATION

- 2.1 It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the Industrial Relations Act 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 2.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award, which by its terms or operation, has a direct or indirect discriminatory effect.
- 2.3 Under the Anti-Discrimination Act 1977, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 2.4 Nothing in this clause is to be taken to affect:
- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the Anti-Discrimination Act 1977;
 - (d) a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 2.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

3. DEFINITIONS

- 3.1 **Union** shall mean the New South Wales Local Government, Clerical, Administrative, Energy, Airlines and Utilities Union (United Services Union).

- 3.2 **Trainee** is an individual who is a signatory to a training agreement registered with the relevant NSW Training Authority and is involved in paid work and structured training, which may be on or off the job. A trainee can be full-time, part-time or school-based. Trainees are employed in accordance with the Training Wage (State) Award 2002.

4. TERMS OF ENGAGEMENT

- 4.1 All employees shall be employed as weekly, casual or part-time employees.
- 4.2 An employer shall inform each employee as to the terms of his/her employment and, in particular, whether he/she is a weekly, part-time or casual employee, employed on day and/or shift work or a combination thereof as provided for in Clause 9 - Hours of Work - Weekly employees and/or Clause 10 - Shiftwork.

4.3 Secure Employment

(a) Objective of this Clause

The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.

(b) Casual Conversion

- (i) A casual employee engaged by a particular employer on a regular and systemic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (ii) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this subclause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.

- (iii) Any casual employee who has a right to elect under paragraph (b)(i), upon receiving notice under paragraph (b) (ii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract or employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (iv) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (v) Once a casual employee has elected to become and been converted to a full-time employee or part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (vi) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (b) (iii), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (b) (iii), discuss and agree upon:
 - (1) whether the employee will convert to full-time or part-time employment; and
 - (2) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award or pursuant to a part time work arrangement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.

- (vii) Following an agreement being reached pursuant to paragraph (vi), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (viii) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.

(c) Occupational Health and safety

- (i) For the purposes of this subclause, the following definitions shall apply:
 - (1) A “labour hire business” is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purposes of such staff performing work or services for that other employer.
 - (2) A “contract business” is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified outcome or result for that other employer which might otherwise have been carried out by that other employer’s own employees.

(ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):

- (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements:
- (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
- (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
- (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.

(iii) Nothing in this subclause (c) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.

(d) Disputes Regarding the Application of this Clause

Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.

(e) This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

5. CASUAL EMPLOYEES

- 5.1 **"Casual Employee"** shall mean an employee who is engaged and paid as such.
- 5.2 Subject to this clause, the hours of work shall be those prescribed by Clause 9 - Hours of work or Clause 10 - Shift work.
- 5.3 Casual employees shall be paid at an hourly rate equal to the appropriate weekly rate divided by thirty-eight or by the number of ordinary hours worked by clerical employees, other than casual and part-time employees in the establishment, whichever is the lesser, plus 20 per cent.
- 5.4 Casual employees shall be entitled to a minimum payment of four hours' work at the appropriate rate.
- 5.5 Where overtime and shift loadings are payable as provided for in Clause 10 and Clause 12, these shall be paid in addition to the rate provided for in subclause 5.3.
- 5.6 Personal Carers Entitlement for Casual Employees
- (i) Subject to the evidentiary and notice requirements in Clauses 16.2.2 and 16.2.4 casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 16.2.3 of Clause 16 who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child
- (ii) 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.
- (iii) 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.

5.7 Bereavement Leave for Casual Employees

- (i) Subject to the evidentiary and notice requirements in Clause 17.2 casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in Clause 16.2.3.
- (ii) 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.
- (iii) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in. this clause. The right of an employer to engage or not engage a casual employee are otherwise not affected.

6. PART-TIME EMPLOYEES

- 6.1 A part-time employee shall mean an employee who is employed to work regular days and regular hours, either of which are less than the number of days or hours worked by weekly clerical employees employed by the employer, but such days shall not be less than 2 per week and such hours shall not be less than 12 per week.
- 6.2 Subject to this clause, the provisions of Clause 9 - Hours of Work or Clause 10 - Shift Work shall apply to part-time employees.
- 6.3 Part-time employees shall be paid at an hourly rate equal to the appropriate weekly rate divided by thirty-eight or by the number of ordinary hours worked by clerical employees, other than casual and part-time employees, in the establishment whichever is the lesser.
- 6.4 The terms of this award shall apply pro rata to part-time employees.
- 6.5 Notwithstanding the provisions of this clause, the Union and an employer may agree, in writing, to observe other conditions in order to meet special cases.

7. PAYMENT OF WAGES

- 7.1 Wages shall be paid weekly or fortnightly, in cash, by cheque or electronic funds transfer. Prior to its introduction the employer should discuss the implementation of fortnightly pay with the employees.
- 7.2 The minimum rates of wages per week for adult employees shall be as set out in Part B Table 1 - Monetary Rates.

7.3 The minimum rates of wages for junior employees shall be as set out in Part B -Monetary Rates - Table 2 - Juniors. Junior rates shall be calculated to the nearest five cents.

7.4 State Wage Case Adjustment

The rates of pay in this award include the adjustments payable under the State Wage Case of 2005. These adjustments may be offset against:

- (i) any equivalent over award payments, and/or
- (ii) (ii) award wage increases since 29 May 1991 other than safety net, State Wage and minimum rates adjustments.

8. CLASSIFICATION STRUCTURE - CLERICAL AND ADMINISTRATIVE EMPLOYEES ONLY

NOTE: For the classification and conditions relating to Telephone Canvassers (other than for the sale of goods) see Clause 32.

All adult employees shall be graded in one of the following grades and informed accordingly in writing within 14 days of appointment to the position held by the employee and subsequent graded positions.

An employee shall be graded in the grade where the principal function of his/her employment, as determined by the employer, is of a clerical nature and is described in subclauses 8.1.1, 8.2.1, 8.3.1, 8.4.1 or 8.5.1 of this clause.

8.1 Grade 1

8.1.1 A **Grade 1** position is described as follows

- (i) The employee may work under direct supervision with regular checking of progress.
- (ii) An employee at this grade applies knowledge and skills to a limited range of tasks. The choice of actions required is clear.
- (iii) Usually work will be performed within established routines, methods and procedures that are predictable, and which may require the exercise of limited discretion.

8.1.2 Indicative tasks of a Grade 1 position are:

UNIT	ELEMENT
Information Handling	<ul style="list-style-type: none"> • Receive and distribute incoming mail • Receive and dispatch outgoing mail • Collate and dispatch documents for bulk mailing • File and retrieve documents
Communication	<ul style="list-style-type: none"> • Receive and relay oral and written messages • Complete simple forms
Enterprise	<ul style="list-style-type: none"> • Identify key functions and personnel • Apply office procedures
Technology	<ul style="list-style-type: none"> • Operate office equipment appropriate to the tasks to be completed • Open computer file, retrieve and copy data • Close files
Organisational	<ul style="list-style-type: none"> • Plan and organise a personal daily work routine
Team	<ul style="list-style-type: none"> • Complete allocated tasks
Business Financial	<ul style="list-style-type: none"> • Record petty cash transactions • Prepare banking documents • Prepare business source documents

8.2 Grade 2

8.2.1 A **Grade 2** position is described as follows:

- (i) The employee may work under routine supervision with intermittent checking.
- (ii) An employee at this grade applies knowledge and skills to a range of tasks. The choice of actions required is usually clear, with limited complexity in the choice.
- (iii) Work will be performed within established routines, methods and procedures, which involve the exercise of some discretion and minor decision making

8.2.2 Indicative tasks of a Grade 2 position are:

UNIT	ELEMENT
Information Handling	<ul style="list-style-type: none"> • Update and modify existing organisational records • Remove inactive files • Copy data on to standard forms
Communication	<ul style="list-style-type: none"> • Respond to incoming telephone calls • Make telephone calls • Draft, simple correspondence
Enterprise	<ul style="list-style-type: none"> • Provide information from own function, area • Re-direct inquiries and/or take appropriate follow-up action • Greet visitors and attend-to their needs
Technology	<ul style="list-style-type: none"> • Operate equipment • Identify and/or rectify minor faults in equipment • Edit and save information • Produce document from written text using standard format • Shutdown equipment
Organisational	<ul style="list-style-type: none"> • Organise own work schedule • Know roles and functions of other employees
Team	<ul style="list-style-type: none"> • Participate in identifying tasks for team • Complete own tasks • Assist others to complete tasks
Business Financial	<ul style="list-style-type: none"> • Reconcile invoices for payment to creditors • Prepare statements for debtors • Enter payment summaries into journals • Post Journals to ledger

8.3 Grade 3

8.3.1 A **Grade 3** position is described as follows:

- (i) The employee may work under limited supervision with checking related to overall progress.
- (ii) An employee at this grade may be responsible for the work of others and may be required to co-ordinate such work.
- (iii) An employee at this grade applies knowledge with depth in some areas and a broad range of skills. Usually work will be performed within routines, methods and procedures where some discretion and judgement is required.

8.3.2 Indicative tasks of a Grade 3 position are:

UNIT	ELEMENT
Information Handling	<ul style="list-style-type: none"> • Prepare new files • Identify and process inactive files • Record documentation movements
Communication	<ul style="list-style-type: none"> • Respond to telephone, oral and written requests for information • Draft routine correspondence • Handle sensitive inquiries with tact and
Enterprise	<ul style="list-style-type: none"> • Clarify specific needs of client/other employees • Provide information and advice • Follow-up on client/employee needs • Clarify the nature of a verbal message • Identify options for resolution and act accordingly
Technology	<ul style="list-style-type: none"> • Maintain equipment • Train others in the use of office equipment • Select appropriate media • Establish document structure • Produce documents
Organisational	<ul style="list-style-type: none"> • Co-ordinate own work routine with others • Make and record appointments on behalf of others • Make travel and accommodation bookings in line with given itinerary
Team	<ul style="list-style-type: none"> • Clarify tasks to achieve group goals • Negotiate allocation of tasks • Monitor own completion of allocated tasks
Business Financial	<ul style="list-style-type: none"> • Reconcile accounts to balance • Prepare bank reconciliations • Document and lodge takings at bank • Receive and document payment/takings • Dispatch statements to debtors • Follow-up and record outstanding accounts • Dispatch payments to creditors • Maintain stock control records

8.4 Grade 4

8.4.1 A **Grade 4** position is described as follows:

- (i) The employee may be required to work without supervision, with general guidance on progress and outcomes sought. Responsibility for the organisation of the work of others may be involved.

- (ii) An employee at this grade applies knowledge with depth in some areas and a broad range of skills. There is a wide range of tasks, and the range and choice of actions required will usually be complex.
- (iii) An employee at this grade applies competencies usually applied within routines, methods and procedures where discretion and judgement is required, for both self and others.

8.4.2 Indicative tasks of a **Grade 4** position are:

UNIT	ELEMENT
Information Handling	<ul style="list-style-type: none"> • Categorise files • Ensure efficient distribution of files and; records • Maintain security of filing system • Train others in the operation of the filing system • Compile report • Identify information source(s) inside and outside the organisation
Communication	<ul style="list-style-type: none"> • Receive and process a request for information • Identify information source(s) • Compose report/correspondence
Enterprise	<ul style="list-style-type: none"> • Provide information on current service provision and resource allocation within area of responsibility • Identify trends in client requirements
Technology	<ul style="list-style-type: none"> • Maintain storage media • Devise and maintain filing system • Set printer for document requirements when various set-ups are available • Design document format • Assist and train network users • Shutdown network equipment
Organisational	<ul style="list-style-type: none"> • Manage diary on behalf of others • Assist with appointment preparation and follow up for others • Organise business itinerary • Make meeting arrangements • Record minutes of meeting • Identify credit facilities • Prepare content of documentation for meetings
Team	<ul style="list-style-type: none"> • Plan work for the team • Allocate tasks to members of the team • Provide training for team members
Business Financial	<ul style="list-style-type: none"> • Prepare financial reports • Draft financial forecasts/budgets • Undertake and document costing procedures

8.5 Grade 5

8.5.1 A **Grade 5** position is described as follows:

- (i) The employee may be supervised by professional staff and may be responsible for the planning and management and evaluation of the work of others.
- (ii) An employee at this grade applies knowledge with substantial depth in some areas, and a range of skills, which may be varied or highly specific. The employee may receive assistance with specific problems.
- (iii) An employee at this grade applies knowledge and skills independently and non-routinely. Judgement and initiative are required.

8.5.2 Indicative tasks of a Grade 5 position are:

UNIT	ELEMENT
Information Handling	<ul style="list-style-type: none"> • Implement new/improved system • Update incoming publications • Circulate publications • Identify information source(s) inside and outside the organisation
Communication	<ul style="list-style-type: none"> • Obtain data from external sources • Produce report • Identify need for documents and/or research
Enterprise	<ul style="list-style-type: none"> • Assist with the development of options for future strategies • Assist with planning to match future requirements with resource allocation
Technology	<ul style="list-style-type: none"> • Establish and maintain a small network • Identify document requirements • Determine presentation and format of document and produce it
Organisational	<ul style="list-style-type: none"> • Organise meetings • Plan and organise conference
Team	<ul style="list-style-type: none"> • Draft job vacancy advertisement • Assist in the selection of staff • Plan and allocate work for the team • Monitor team performance • Organise training for team
Business Financial	<ul style="list-style-type: none"> • Administer PAYE salary records • Process payment of wages and salaries • Prepare payroll data

8.6. List of Employees Graded

An employer shall keep a list of employees and the grade in which they are employed pursuant to 4.1, and each employee shall be notified in writing within 14 days of appointment to that and subsequent graded positions.

9. HOURS OF WORK - WEEKLY EMPLOYEES

9.1 Subject to paragraph 9.2 the ordinary hours of work exclusive of meal hours shall not exceed an average of 38 hours per week and except as provided in Clause 10 - Shift Work, shall be worked between the hours of 6:00am and 7:00pm, Monday to Friday inclusive, and between the hours of 6:00am and 12:00 noon on a Saturday and shall be worked in one of the following ways:

- (i) on 19 days over a 4-week cycle; or
- (ii) on 10 days over a 2-week cycle; or
- (iii) on 5 days in any week; or
- (iv) on 5 and one-half days in any week; or
- (v) where the employer and employee agree, rostered days off, which occur as a result of employees working in accordance with the provisions of this subclause, may accumulate to a maximum of 5 days. These accumulated days may be taken at any time mutually agreed between the employer and employee and shall be taken within six months of accrual.

Notwithstanding any other provision of this award the ordinary hours of work prescribed herein may be worked up to 10 hours on any day. Provided that in any arrangement of ordinary working hours where the ordinary working hours are to exceed 8 on any day but no more than 10, the arrangement of hours shall be subject to the agreement of the employer and the majority of employees concerned.

9.2 An employer shall adopt working hours other than a 5% day week in any case in which the ordinary week's work of 38 hours can be performed as aforesaid without:

- (i) detriment to the public interest;
- (ii) loss in the value of goods handled or to be handled;
- (iii) reducing the efficiency of production; or
- (iv) reducing the efficiency of the necessary services

and provided that a majority of the employees in such establishment desire to work their ordinary hours in other than five and a half days as aforesaid- Any dispute as to whether the ordinary hours of work can in any case or cases be worked in other than 5 1/2 days without detriment, loss or reduction as aforesaid shall be determined by the Industrial Relations

Commission of New South Wales or the Clerks (State) Conciliation Committee upon application made by or on behalf of the employees. Upon such an application, proof of such detriment, loss or reduction as aforesaid shall be upon the employer.

It is a condition of the allowing of a 19 day/4 week cycle, a 10 day/2 week cycle or a 5 day week that, if required, employees shall comply with the reasonable and lawful orders of the employer as to working, overtime including working of overtime on Saturday.

- 9.3 Where a 19 day/4 week cycle is worked, the ordinary hours of work shall not exceed 8 hours per day, Monday to Friday inclusive, between the hours of 6:00am and 7:00pm.
- 9.4 Where a 10 day/2 week cycle is worked, the ordinary hours of work shall not exceed 8 hours per day, Monday to Friday, on 9 days of the cycle and 4 hours on any one day of the cycle, between the hours of 6:00am and 7:00pm.
- 9.5 Where a 5 day week is worked the ordinary hours of work shall be worked between the hours of 6:00am and 7:00pm, Monday to Friday inclusive, such that either:
- (i) the ordinary hours of work on 4 days of any one week shall not exceed hours and on one day of the week shall not exceed 6 hours; or
 - (ii) the ordinary hours of work on each day of the week shall not exceed 7 hours and 36 minutes.
- 9.6 Where a 5 1/2 day week is worked the ordinary hours of work shall be worked so that they shall not exceed 6 hours and 48 minutes per day, Monday to Friday inclusive, and 4 hours on Saturday.
- 9.7 The starting time when once fixed in accordance with this subclause shall not be altered without seven days' notice being given by the employer to the employees. However, in an emergency, an employer and an employee may agree to change such employee's commencing and ceasing times with less than seven days' notice; provided that the employee shall be entitled to have the union delegate present when such matters are discussed.
- 9.8 Meal Breaks
- 9.8.1 Employees whose ordinary working hours fall between 6.00 a.m. and 7.00 p.m. Monday to Sunday inclusive shall be allowed a meal break of not less than thirty minutes nor more than one hour between the hours of 11.00 a.m. and 2.30p.m.
- 9.8.2 Provided that for ordinary time worked between 6.00am and 6.00pm Saturday or Sunday, an employer and employee may agree to observe the twenty minute paid meal break provided for in clause 10.3.8 of this award in lieu of the unpaid meal break provided for in clause 9.8.1 above.

9.8.3 An employee shall not be required to work more than five hours without a break for a meal,, except in the following circumstances where up to six hours may be worked without a break for a meal:

- (i) Where employees are working in accordance with subclause 9.5(i); or
- (ii) where a casual employee or a part-time employee is engaged to work no more than six hours in any one day.

9.8.4 The employer and employee may, by mutual agreement, alter the commencing time of the lunch break.

9.9 Saturday Loadings

9.9.1 For each Saturday a weekly employee works ordinary hours of work as part of a 5 1/2 day week as provided in clause 9.1(iv), he/she shall be paid the amounts set out in Item 1 of Table 4 - Other Rates and Allowances, of Part B, Monetary Rates, by way of a fixed loading in addition to the appropriate pay.

9.9.2 Such amounts shall not be taken into consideration in calculating any payments for overtime or public holidays or for any periods of long service leave or sick leave.

9.10 6pm to 7pm Loading

9.10.1 Where an employee is rostered to work between 6pm and 7pm, she/he shall be paid an additional loading of 17% of the appropriate hourly rate of pay for the hour worked.

9.10.2 Such amounts shall not be taken into consideration in calculating any additional payments for overtime or public holidays or for any periods of long service leave or sick leave.

10. HOURS OF WORK - SHIFT WORKERS

10.1 Definitions

An employee who works day work may also perform shift work or a combination of day and shift work.

10.1.1 A "**shift worker**" means an employee whose ordinary hours of work include any of the shifts defined in paragraph 10.2.

10.1.2 "**Seven-day shift worker**" means an employee who is rostered to work regularly on Sundays and public holidays.

10.2 Shifts

10.2.1 "**Afternoon shift**" means any shift finishing after 7:00pm and at or before 11:00pm provided that where the majority of employees in an establishment finish afternoon shift at a later time, up to 12 midnight, clerical employees may be required to work the same hours.

10.2.2 "**Night shift**" means any shift starting at or after 11:00pm and at or before 5:00am or finishing subsequent to 11:00pm and at or before 6:00am.

10.2.3 "**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.

10.2.4 "**Early Morning shift**" applies to an employee whose ordinary hours on a regular shift commence between 5:00am and 6:00am except where such a shift is part of a shift system and preceding an afternoon shift finishing at 11:00pm.

10.2.5 "**Saturday shift**" means all ordinary time worked on a Saturday in accordance with the defined shifts in clauses 10.2.1 to 10.2.4 above, or between the hours of 6.00am and 6.00pm, except that worked between 6am and noon by a weekly employee in accordance with Clause 9.1 (iv).

10.2.6 "**Sunday shift**" means all ordinary time worked on a Sunday in accordance with the defined shifts in clauses 10.2.1 to 10.2.4 above, or between the hours of 6.00am and 6.00pm.

10.3 Hours, Shift Allowances, Special Rates, Meal Interval

10.3.1 Notwithstanding any other provisions of this award and subject to the provisions of subclause 10.1, an employee may be employed upon shifts, in which case the ordinary hours shall not exceed eight in any consecutive twenty-four; or forty per week; or eighty in fourteen consecutive days or one hundred and fifty-two in any twenty-eight consecutive days.

Provided that the ordinary hours of work prescribed herein may be worked up to 10 hours on any day. In any arrangement of ordinary working hours where the ordinary working hours are to exceed 8 on any day but not more than 10, the arrangement of hours shall be subject to the agreement of the employer and the majority of employees concerned. In addition the arrangement shall average 38 hours per week over the shift cycle.

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

10.3.3 A shift worker employed on shift shall for work done during the ordinary hours of any such shift be paid ordinary rates prescribed by Clause 7 - Payment of Wages, plus the following additional percentage of the graded rate of pay applicable .

<i>Afternoon shift</i>	-	at the rate of 17per cent
<i>Night shift</i>	-	at the rate of 20 per cent
<i>Permanent night shift</i>		at the rate of 26 per cent
<i>Early morning shift</i>	-	at the rate of 10 per cent

Allowances in accordance with this clause shall be calculated in multiples of 10 cents, amounts of less than 5 cents being taken to the lower multiple and amounts of 5 cents or more being taken to the higher multiple.

10.3.4 Juniors - Junior employees working Shift Work shall be paid as follows:

- (i) A junior who is equivalent to Grade 3 or higher, shall be paid the additional percentage of the Grade 3, Adult Rate.
- (ii) All other junior employees shall be paid the additional percentage of the Grade 1, Adult Rate.

10.3.5 A shift worker whose rostered day off coincides with a public holiday shall be paid a day's pay additional to his/her weekly wage, or have a day added to his/her annual leave.

10.3.6 A shift worker whose ordinary working period includes a Saturday, Sunday or holiday as an ordinary working day shall be paid:

<i>Saturday</i>	-	time and one-half
<i>Sunday</i>	-	time and three-quarters
<i>Holidays</i>	-	double time and one-half

10.3.7 Where ordinary shift hours commenced between 11:00pm and midnight on a Sunday or holiday, the ordinary time worked before midnight shall not entitle the shift worker to the Sunday or holiday rate. Provided that the ordinary time worked by a shift worker on a shift commencing before midnight on the day preceding a Sunday or holiday and extending into a Sunday or holiday shall be regarded as ordinary time worked on such Sunday or holiday.

10.3.8 At least twenty minutes shall be allowed to a night shift, afternoon shift or early morning shift worker for a meal during each shift before the expiration of five hours. Such meal break shall be counted as time worked.

10.4 Overtime

- 10.4.1 All time worked by a shift worker in excess of the hours provided in 10.3.1 shall be paid time and one-half for the first two hours and double time thereafter. In computing overtime, each day shall stand-alone.
- 10.4.2 A shift worker required to work overtime in excess of one hour on any shift shall be paid meal money, as set in Item 2 of Table 2 - Other Rates and Allowances of Part B - Monetary Rates. If overtime exceeds five hours on any shift a further meal allowance of the same amount shall be paid.

10.5 Work on a Rostered Day Off

- 10.5.1 An employee required to work on a rostered day off shall be paid the rate prescribed in subclause 10.4 except for time worked on Sundays, which shall be paid for at the rate of double time and time worked on public holidays, which shall be paid for at the rate of double time and one-half.
- 10.5.2 Where work is performed as prescribed in paragraph 10.4.1 on a Sunday or a holiday, such employee shall be paid a minimum of four hours at the appropriate rate.

10.6 Special Rates Not Cumulative

- 10.6.1 The penalties herein prescribed are in substitution for and not cumulative upon the shift allowances prescribed in 10.3.

10.7 Casual and Part-Time Shift Workers

- 10.7.1 Casual and part-time shift workers shall receive the allowances prescribed in paragraph 10.3.3 and 10.3.6.

10.8 Restrictions on Shift Work

- 10.8.1 No employee under 18 years of age shall be employed on night, afternoon or early morning shifts.
- 10.8.2 Employees under 21 years of age shall not be employed on the night shift, except employees not younger than 19 years of age whilst working on a training programme. The restriction on night shift shall not apply in these cases.

11. SUNDAYS AND PUBLIC HOLIDAYS

- 11.1 New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Eight Hour Day, Christmas Day, Boxing Day and an additional day's holiday to be observed pursuant to subclause 11.2, and any other day gazetted as a public holiday for the State shall be holidays for the purposes of this award.
- 11.2 In addition to the holidays specified in 11.1, an employee shall be entitled to one additional day as a holiday in each calendar year. Such additional holiday shall be observed on the day when the majority of employees in an establishment observe a day as an additional holiday or on another day mutually agreed between the employer and employee. The additional holiday is not cumulative and must be taken within each calendar year.
- 11.3 Any dispute concerning the day on which an. additional holiday is to be taken by an employee may be referred to the Industrial Committee.
- 11.4 No deductions shall be made from the wages of weekly or part-time employees for the week in which any of the holidays, referred to in 11.1 of this clause, fall.
- 11.5 For work done on any of the holidays, referred to in subclause 11.1 of this clause, an employee shall be paid double time and one-half and shall be paid for a minimum of four hours' work.
- 11.6 For overtime performed on a Sunday an employee shall be paid double time with a minimum payment of four hours.
- 11.7 Where an employee is absent on the working day before or the working day after a public holiday without reasonable excuse or without the consent of the employer, the employee shall not be entitled to payment for such holiday.

12. OVERTIME

- 12.1 All time worked outside the ordinary hours of work prescribed by Clause 9 or 10 of this award, shall be overtime and shall be paid for at the rate of time and one-half for the first two hours and double time thereafter. Provided that overtime at the rate of double time shall be paid for all time worked after 12:00 noon on a Saturday. In calculating overtime each day's work shall stand alone.
- 12.2 When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least ten consecutive hours off duty between the work of successive days. An employee, other than a casual employee, who works so much

overtime between the termination of his/her ordinary work on one day and the commencement of his/her ordinary work on the next day that he/she has not had at least ten consecutive hours off duty between those times shall, subject to this subclause, be released after completion of such overtime until he/she has had ten consecutive hours off duty, without loss of pay, for ordinary working time occurring during such absence. If on the instruction of the employer such an employee resumes or continues work without having had such ten consecutive hours off duty, he/she shall be paid at double rates until he/she is released from duty for such period and he/she then shall be entitled to be absent until he/she has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

- 12.3 Notwithstanding anything contained in Clause 9 - Hours, and subclause 12.1, employees whose fixed hours of employment are less than thirty-eight hours per week, may be worked without the payment of overtime up to two hours after the fixed finishing time on any one day, on not more than four days in any calendar month, or eight days in any two consecutive calendar months; provided that, in any case, an employee shall not be required to work more than nine hours in any one day nor more than thirty-eight hours in any one week without the payment of overtime provided further that such nine hours shall be worked between 6:00am and 7:00pm Monday to Friday, inclusive.
- 12.4 In computing overtime any portion of an hour of less than thirty minutes shall be reckoned as thirty minutes and any portion in excess of thirty minutes shall be reckoned as one hour.
- 12.5 Reasonable Overtime
- 12.5.1 Subject to Clause 12.5.2 an employer may require an employee to work reasonable overtime at overtime rates.
- 12.5.2 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.
- 12.5.3 For the purposes of Clause 12.5.2 what is unreasonable or otherwise will be determined having regard to:
- (i) Any risk to employee health and safety;
 - (ii) The employee's personal circumstances including any family and carer responsibilities;
 - (iii) The needs of the workplace or enterprise;
 - (iv) The notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and

(v) Any other relevant matter.

12.6 Time Off In Lieu Of Payment For Overtime

12.6.1 An employee may elect, with consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within twelve months of this election.

12.6.2 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.

12.6.3 If, having elected to take time off as leave in accordance with subclause 12.6.1 above, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve (12) month period or on termination.

12.6.4 Where no election is made in accordance with subclause 12.6.1 the employee shall be paid overtime rates in accordance with the award.

13. ALLOWANCES AND EXPENSES:

13.1 Meal Allowance

An employee working overtime shall be paid a meal allowance as set out in Table 4 -Other Rates and Allowances of Part B - Monetary Rates, in any of the following circumstances:

Employees other than shift workers:

- When required to work beyond 7:00pm.
- If overtime continues beyond 10:00pm - a further allowance.

Shift workers:

- When required to work overtime in excess of one hour on any shift
- If overtime exceeds five hours on any shift - a further allowance.

Where the union agrees, an employer may supply employees with a suitable meal in which case the allowance shall not be payable.

13.2 Higher Duties

An employee, when required to perform any of the duties in a classification higher than their usual classification in the absence of the employee normally exercising such duties or when required to perform such duties on a temporary basis, shall be paid at least the rate which would be applicable if such duties were performed on a permanent basis; provided that this clause shall not apply when the time period is less than one day.

13.3 Finishing At Night

When an employee, working overtime, finishes work at a time when the usual means of transport are not available, then the employer shall:

- (i) provide transport or shall pay the employee at his/her ordinary rate for the time taken to reach home; or
- (ii) pay the employee any additional expense incurred in reaching his/her home by reasonable means of transport

13.4 Travelling Expenses

13.4.1 An employee who, in the course of his/her duty, is required to go to any place away from their usual place of employment, shall be paid all reasonable expenses actually incurred.

13.4.2 When an employee, in the course of his/her duty, is required other than in ordinary working hours to go to any place away from his/her usual place of employment he/she shall be paid all reasonable expenses actually incurred and in addition shall be paid at the ordinary rates for half of any time occupied in: travelling outside ordinary working hours which is in excess of the time normally occupied by him/her in travelling from his/her home to his/her usual place of employment.

13.5 Car Allowance

Any employee required to provide a car shall be paid the weekly allowances as set out in Table 4 - Other Rates and Allowances of Part B - Monetary Rates.

Where an employee is required to use his/her car by his/her employer on a casual or incidental basis, he/she shall be paid the allowance as set out in Item 5 of Table 4 of Part B - Monetary Rates per kilometre travelled, during such use.

If the employer provides a vehicle he/she shall pay the whole of the cost of the upkeep, registration, insurance, maintenance and running expenses.

13.6 Uniforms

Where an employee is required or encouraged by the employer to wear a distinctive uniform, coat, overall or dress, this shall be supplied by the employer, free of charge, to the employee. Where the nature of the work performed by the employee requires the provision of protective clothing this shall be supplied by the employer, free of charge, to the employee. Such uniform or other clothing shall remain the property of the employer and thereof shall be returned to the employer in the event of the termination of the employment.

13.7 First-Aid Allowance

An employee who has been trained to render first aid and who is the current holder of appropriate first-aid qualifications, such as a certificate from the St. John's Ambulance or similar body shall be paid a weekly allowance as set out in Item 6 of Table 4 - Other Rates and Allowances of Part B - Monetary Rates if the employee is appointed by an employer to perform first-aid duty.

14. ANNUAL LEAVE

14.1 Entitlement:

14.1.1 Employees other than seven-day shift workers: See Annual Holidays Act 1944 ("the Act").

14.1.2 In addition to the leave provided for by subclause 14.1.1, seven-day shift workers, that is, shift workers who are rostered to work regularly on Sundays and holidays, shall be allowed one week's leave; provided that if during the year of employment an employee has served for only a portion of it as a seven-day shift worker, the additional leave shall be one day for every thirty-six ordinary shifts worked as a seven-day shift worker. In this subclause reference to one week and one day shall include holidays and non-working days.

14.2 Annual Leave Loading

14.2.1 Before an employee is given and takes his/her annual holiday, or, where by agreement between the employer and employee the annual holiday is given and taken in more than one separate period, then before each of such separate periods, the employer shall pay his/her employee a loading determined in accordance with this clause.

(NOTE: The obligation to pay in advance does not apply where an employee takes an annual holiday wholly or partly in advance - see 14.2.4.)

14.2.2 The loading is payable in addition to the pay for the period of holiday given and taken and: due to the employee under the Act and this award.

14.2.3 The loading is to be calculated in relation, to any period: of annual holiday to which the employee becomes entitled under the Act and this award, or, where such a holiday is given and taken in separate periods then in relation to each such separate period

(NOTE: See 14.2.5 as to holidays taken wholly or partly in advance.)

14.2.4 The loading is the amount payable for the period or the separate period, as the case may be, stated in subclause 14.4 at the rate per week of 171/2 per cent of the appropriate ordinary weekly time rate of pay prescribed by this award for the classification in which the employee was employed immediately before commencing his/her annual holiday, but shall not include the amount prescribed in 9.9.1 of this award, or any other allowances, penalty rates, shift allowances, overtime or any other payments prescribed by this award.

14.2.5 No loading is payable to an employee who takes an annual holiday wholly or partly in advance; provided that, if the employment of such employee continues until the day when he/she would have become entitled under the Act to an annual holiday, the loading then becomes payable in respect of the period of such holiday and is to be calculated in accordance with 14.2.4 applying the award rates of wages payable on that day. This subclause applies where an annual holiday has been taken wholly or partly in advance.

14.2.6 Where, in accordance with the Act, the employer's establishment or part of it is temporarily closed down for the purpose of giving an annual holiday or leave without pay to the employees concerned:

- (i) an employee who is entitled under the Act to an annual holiday and who is given and takes such a holiday shall be paid the loading calculated in accordance with 14.2.4;
- (ii) an employee who is not entitled under the Act to an annual holiday and who is given: and takes leave without pay shall be paid in addition to the amount payable to him/her under the Act, such proportion of the loading that would have been payable to him/her under this clause if he/she had become entitled to an annual holiday prior to the close-down as his/her

qualifying period of employment in completed weeks bears to 52.

- 14.2.7 (i) Where the employment of an employee is terminated by the employer, for a cause other than misconduct and at the time of the termination the employee has not been given and has not taken the whole of an annual holiday to which the employee became entitled, the employee shall be paid a loading calculated in accordance with 14.2.3 for the period not taken.
- (ii) Except as provided in 14.2.7(i), no loading is payable on the termination of an employee's employment.

14.2.8 This clause extends to an employee who is given and takes an annual holiday and who would have worked as a shift worker, if he/she had not been on holiday; provided that, if the amount to which the employee would have been entitled by way of shift work allowances and weekend penalty rates for the ordinary time (not including time on a public or special holiday) which the employee would have worked during the period of the holiday exceeds the loading calculated in accordance with this clause, then that amount shall be paid to the employee in lieu of the loading.

15. SICK LEAVE

- 15.1 This clause shall not apply to employees covered by the Clerical and Administrative Employees (Catholic Family Leave) (State) Award.
- 15.2 Weekly employees shall, subject to the production of a medical certificate or other evidence satisfactory to the employer (which may include a statutory declaration) be entitled to five days' sick leave during the first year of service and eight days during the second and subsequent years of service on full pay: Provided that a statutory declaration shall be sufficient proof of sickness in respect of the first two single days' absence of an employee in any year.
- 15.3 Provided further that where an employee works more than eight ordinary hours in any day, the employee shall not be entitled to leave in excess of 38 hours of ordinary working time in the first year of service and 60.8 hours of ordinary working time in the second and subsequent years of service.
- 15.4 The employee shall, wherever practicable, before the commencement of absence, inform the employer of such employee's inability to attend for duty and, as far as possible, state the nature of the injury or illness and the estimated duration of the absence.

15.5 Where an employee does not notify the employer of the employee's inability to attend for duty prior to the commencement of the absence the employee shall produce a medical certificate or the said employee shall not be entitled to payment for the first eight hours of such absence.

(NOTE: An employee's entitlement to sick leave in accordance with 15.2 shall not be reduced as a consequence of the operation of this paragraph.)

15.6 The payment for any absence on sick leave in accordance with this clause during the first three months of employment of an employee may be withheld by the employer until the employee completes such three months of employment at which time the payment shall be made.

15.7 An employee shall not be entitled to sick leave on full pay for any period in respect of which such employee is entitled to worker's compensation, provided, however, that an employer shall pay to an employee who has sick leave entitlement under this clause, the difference between the amount received as workers' compensation, and full pay. If an employer pays such difference, the employee's sick leave entitlement under this clause shall for each week during which such difference is paid be proportionately reduced.

15.8 If the full period of sick leave is not taken in any year, the whole or any untaken portion shall be cumulative from year to year provided that an employer shall not be bound to credit an employee for sick leave which accrued more than twelve years before the end of the last completed year of service.

15.9 Part-time employees shall, subject to the provisions of this clause, be entitled to a proportionate amount of sick leave. The amount of sick leave to which a part-time employee is entitled in any year shall bear the same ratio to sick leave prescribed during that year of service for weekly employees, as the part-time employee's normal ordinary hours of work for a week during such year would have borne to the number of ordinary hours worked by weekly clerical employees in the section or department in which the part-time employee is employed.

15.10 Service with the employer before the date of coming into operation of this award shall be counted as service for the purpose of this clause.

15.11 If an award holiday occurs during an employee's absence on sick leave then such award holiday shall not be counted as sick leave.

16. PERSONAL/CARER'S LEAVE

16.1 This clause shall not apply to employees covered by the Clerical and Administrative Employees (Catholic Family Leave) (State) Award.

16.2 Use of Sick Leave

16.2.1 An employee other than a casual employee, with responsibilities in relation to a class of person set out in 16.2.3(ii) who needs the employee's care and support shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement provided for at Clause 15 of the award, for absences to provide care support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.

16.2.2 The employee shall, if required,

- (i) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
- (ii) 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

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

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

- (i) the employee being responsible for the care and support of the person concerned; and
- (ii) the person concerned being:
 - (1) a spouse of the employee; or
 - (2) a de facto spouse, who, in relation to a person, is 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; or
 - (3) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial), parent (including a foster parent and legal guardian),

grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or

- (4) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- (5) a relative of the employee who is a member of the same household, where for the purposes of this paragraph;
 - (a) "relative" means a person related by blood, marriage or affinity;
 - (b) "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - (c) "household" means a family group living in the same domestic dwelling.

16.2.4 An 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.

NOTE: In the unlikely event that more than 10 days sick leave in any year is to be used for caring purposes the employer and the employee shall discuss appropriate arrangements which, as far as practicable, take account of the employer's and employee's requirements.

Where the parties are unable to reach agreement the disputes procedure at Clause 42 should be followed.

16.3 Unpaid Leave for Family Purpose

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in 16.2.3(ii) above who is ill or who requires care due to unexpected emergency.

16.4 Annual Leave

16.4.1 An employee may elect with the consent of the employer, to take annual leave not exceeding ten days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.

16.4.2 Access to annual leave as prescribed in 16.4.1 shall be exclusive of any shutdown period provided for elsewhere under this award.

16.4.3 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.

16.4.4 An employee may elect with the employers agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.

16.5 Make-Up Time

16.5.1 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, at the ordinary rate of pay.

16.5.2 An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.

16.6 Rostered Days Off

16.6.1 An employee may elect, with the consent of the employer, to take a rostered day off at any time.

16.6.2 An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.

16.6.3 Where the employer and employee agree, rostered days off may be accumulated which occur as a result of employees working in accordance with the provisions of this subclause. These accumulated days may be taken at any time mutually agreed between the employer and the employee.

16.6.4 This subclause is subject to the employer informing the union if it has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union to participate in negotiations.

17. BEREAVEMENT LEAVE

- 17.1 An employee, other than a casual employee, shall be entitled to up to two days bereavement leave without deduction of pay on each occasion of the death in Australia of a person prescribed in 16.2.3(ii). Where the death of a person as prescribed by 16.2.3(h) occurs outside Australia the employee shall be entitled to two days bereavement leave where such employee travels outside Australia to attend the funeral.
- 17.2 The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will provide, to the satisfaction of the employer, proof of death.
- 17.3 Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of personal/carer's leave as set out in 16.2.3(ii), provided that for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- 17.4 An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- 17.5 Bereavement leave may be taken in conjunction with other leave available under Clause 16. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

18. PARENTAL LEAVE

- 18.1 Refer to the Industrial Relations Act 1996 (NSW). The following provisions shall also apply in addition to those set out in the Industrial Relations Act 1996 (NSW).
- 18.2 An employer must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because :
- 18.2.1 the employee or employee's spouse is pregnant; or
- 18.2.2 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.

18.3 Right to Request

18.3.1 An employee entitled to parental leave may request the employer to allow the employee:

- (i) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;
- (ii) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
- (iii) 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.

18.3.2 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.

18.3.3 Employee's request and the employer's decision to be in writing.

The employee's request and the employer's decision made under 18.3.1 (ii) and (iii) must be recorded in writing.

18.3.4 Request to return to work part-time

Where an employee wishes to make a request under 18.3.1(iii), 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.

18.4 Communication During Parental Leave

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

- (i) 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

- (ii) 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.

18.4.2 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.

18.4.3 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 Clause 18.4.1.

19. JURY SERVICE

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

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

20. SUPERANNUATION

20.1 Superannuation Legislation The subject of superannuation is dealt with extensively by federal legislation including the Superannuation Guarantee (Administration) Act 1992, the Superannuation Guarantee Charge Act 1992, the Superannuation Industry (Supervision) Act 1993, the Superannuation (Resolution of Complaints) Act 1993 and s124 of the Industrial Relations Act 1996 (NSW). This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.

20.2 Subject to the requirements of this legislation, superannuation contributions must be made to:

- (i) CARE (Clerical Administrative and Retail Employees Superannuation Plan); or

- (ii) ASSET (Australian Superannuation Savings Employment Trust); or
- (iii) any industry or multi-employer superannuation fund which has application to the employees in the main business of the employer where employees covered by this award are a minority of award covered employees, provided that such fund complies with the Occupational Superannuation Guidelines and has joint employer/union management such as A.R.F. (Australian Retirement Fund),

LI.S.T. (Law Industry Superannuation Trust), M.T.A.A.I.S.F. (Motor Traders' Association of Australia Industry Superannuation Fund), P.I.S.F. (Printing Industry Superannuation Fund), R.E.S.T. (Retail Employees Superannuation Trust), ST.A. (Superannuation Trust of Australia) and T.I.S.S. (Timber Industry Superannuation Scheme); or
- (iv) any 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 18 July 1989, and where employees covered by this award are a minority of award covered employees. Where freedom of choice is provided for in such arrangement the principle of that provision shall apply and wherever practicable CARE shall be included in such choice; or
- (v) any superannuation fund which improves or provides superannuation to employees covered by this clause provided that the employer commenced contributions to such fund prior to 14th February, 1992; or
- (vi) such other funds that comply with the requirements of this legislation; or
- (vii) any other approved occupational superannuation fund to which an employer or employee who is a member of the religious fellowship known as The Brethren elects to contribute.

21. UNION NOTICE BOARD

- 21.1 Each employer shall permit the union to display notices dealing with legitimate union business on notice boards provided that such notices are authorised by an accredited union representative. Any such notice not so authorised may be removed by the accredited union representative or the employer.

22. AWARD DISPLAY

22.1 A copy of this award shall be exhibited and kept exhibited in accordance with the provisions of the Industrial Relations Act 1996.

23. DEDUCTION OF UNION MEMBERSHIP FEES

23.1 The employer shall deduct Union membership fees (not including fines or levies) from the pay of any employee, provided that:

- (i) the employee has authorised the employer to make such deductions in accordance with this clause;
- (ii) the Union shall advise the employer of the amount to be deducted for each pay period applying at the employer's workplace and any changes to that amount.
- (iii) deduction of Union membership fees shall only occur in each pay period in which payment has or is to be made to an employee; and
- (iv) there shall be no requirement to make deductions for casual employees with less than two (2) months' service (continuous or otherwise).

23.2 The employee's authorisation shall be in writing and shall authorise the deduction of an amount of Union fees (including any variation in that fee effected in accordance with the Union's rules) that the Union advises the employer to deduct. Where the employee passes any such written authorisation to the Union, the Union shall not pass the written authorisation on to the employer without first obtaining the employee's consent to do so. Such consent may form part of the written authorisation.

23.3 Monies so deducted from employees' pay shall be remitted to the Union on either a weekly, fortnightly, monthly or quarterly basis at the employer's election, together with all necessary information to enable the reconciliation and crediting of subscriptions to the employee's membership account, provided that:

- (i) where the employer has elected to remit on a weekly or fortnightly basis, the employer shall be entitled to retain up to 5 per cent of the money deducted; and
- (ii) where the employer has elected to remit on a monthly or quarterly basis, the employer shall be entitled to retain up to 2.5 per cent of the monies deducted.

- 23.4 Where an employee has already authorised the deduction of Union membership fees in writing from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to commence or continue.
- 23.5 The Union shall advise the employer of any change to the amount of membership fees made under its rules, provided that this does not occur more than once in any calendar year. Such advice shall be in the form of a schedule of fees to be deducted specifying either weekly, fortnightly, monthly, or quarterly as the case may be. The Union shall give the employer a minimum of two month's notice of any such change.
- 23.6 An employee may at any time revoke in writing an authorisation to the employer to make payroll deductions of Union membership fees.
- 23.7 Where an employee, who is a member of the Union and who has authorised the employer to make payroll deductions of Union membership fees resigns his or her membership of the Union in accordance with the Union's rules, the Union shall inform the employee in writing of the need to revoke the authorisation to the employer in order for payroll deductions of Union membership fees to cease.

24. LABOUR FLEXIBILITY

- 24.1 For the purpose of increasing productivity and flexibility, as well as enhancing career opportunities for employees, multi-skilling may extend by agreement between an employer and an employee to allow the employee to perform any work in an enterprise within the scope of his/her skills and competence.
- 24.2 Discussion shall take place at the enterprise with a view to reaching agreement for employees to perform a wider range of tasks, removal of demarcation barriers and participation of employees in additional training.
- 24.3 Notwithstanding the provisions of 24.2, employees shall perform a wider range of duties including work, which is incidental or peripheral to their main tasks or functions.
- 24.4 Employees shall perform such work as is reasonable and lawfully required of them by the employer, including accepting instruction from authorised personnel.
- 24.5 Employees shall comply with all reasonable requests to transfer or to perform any work provided for by the award.

- 24.6 Employees shall take all reasonable steps to ensure the quality, accuracy and completion of any job or task assigned to the employee.
- 24.7 Employees shall not impose or continue to enforce existing demarcation barriers between the work covered by this Award provided that it is agreed that the work lies within the scope of the skill and competence of the employee concerned.
- 24.8 Employees shall not unreasonably impose any limitation or continue to enforce any limitations on supervisors or technical personnel demonstrating the use of new equipment or machinery: Provided that the appropriate consultation in relation to the introduction of new technology has taken place.
- 24.9 Employees shall not impose any restrictions or limitations on the measurement and/or review of work methods or standard work times: Provided that appropriate consultation between employer and employees has taken place.

25. TRAINING

- 25.1 The parties to this award recognise that in order to increase the efficiency, productivity and competitiveness of industry, a greater commitment to training and skill development is required. Accordingly the parties commit themselves to:
- (i) developing a more highly skilled and flexible workforce;
 - (ii) providing employees with career opportunities through appropriate training to acquire additional skills; and
 - (iii) removing barriers to the utilisation of skills required.
- 25.2 Following consultation with employees an employer should develop a training programme consistent with:
- (i) the current and future skill needs of the plant or enterprise;
 - (ii) the size, structure and nature of the operations of the enterprise;
 - (iii) the need to develop vocational skills relevant to the enterprise through courses conducted on-the-job or by accredited institutions and providers.
- 25.3 In developing a training programme the employer should:
- (i) disseminate information on the training program and the availability of training courses and career opportunities to employees;

- (ii) monitor and advise on the on-going effectiveness of the training;
 - (iii) make suggestions on the specific training needs.
- 25.4 If training is undertaken at the employer's request during ordinary working hours the employee concerned shall not suffer any loss of ordinary pay.
- 25.5 Any costs associated with standard fees for prescribed courses and prescribed textbooks (excluding those textbooks which are available in the employer's library) incurred in connection with the undertaking of training shall be reimbursed by the employer upon production of evidence of such expenditure. Provided that reimbursement shall also be on an annual basis subject to the presentation of reports of satisfactory progress.
- 25.6 Travel costs incurred by an employee undertaking training in accordance with this clause which exceed those normally incurred in travelling to and from work shall be reimbursed by the employer.
- 25.7 Employees should undertake such training and retraining as required by the employer.

26. ENTERPRISE CONSULTATIVE MECHANISM

- 26.1 Enterprises shall establish a consultative mechanism and procedures appropriate to their size, structure and needs for consultation and negotiation on matters affecting their efficiency and productivity.

27. TERMINATION OF ENGAGEMENT

- 27.1 The employment of a weekly or part-time employee may be terminated only by one week's notice on either side which may be given at any time or by the payment by the employer or forfeiture by the employee of a week's pay in lieu of notice. This shall not affect the right of the employer to dismiss an employee without notice in the case of an employee guilty of misconduct.
- 27.2 An employee with more than two months' service on leaving or being discharged shall, upon request, be given a reference or certificate of service in writing. Such reference or certificate of service shall at least contain information as to the length and nature of the employment of the employee. It shall be the property of the employee and shall be returned to him/her unnoted by a subsequent employer within seven days of the engagement.

- 27.3 On termination the employer shall pay all monies due to the employee. Such monies shall be paid during the employee's working hours on the day of termination by cash, cheque or Electronic Funds Transfer or posted by pre-paid registered post to the employee on the next working day; provided that an employee may elect to return to collect any monies outstanding to the employee on the next working day.
- 27.4 Where an employee is required to wait beyond the employee's ordinary ceasing time for payment of weekly or fortnightly wages or termination payment and such waiting time exceeds fifteen minutes, the employee shall be paid at ordinary rates for the full period during which such employee is required to wait, except where such waiting time is occasioned by reasons beyond the control of the employer.

28. REDUNDANCY

28.1 Application

28.1.1 This clause shall apply in respect of full-time and part-time employees.

28.1.2 This clause shall only apply to employers who employ 15 or more employees immediately prior to the termination of employment of employees.

28.1.3 Notwithstanding anything contained elsewhere in this clause, this clause shall not apply to employees with less than one year's continuous service and the general obligation on employers shall be no more than to give such employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

28.1.4 Notwithstanding anything contained elsewhere in this clause, this clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, trainees or employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.

28.2 Introduction of Change

28.2.1 Employer's duty to notify

- (1) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employee who may be affected by the proposed changes and the union to which they belong.
- (2) '*Significant effects*' include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required, the elimination or diminution, of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.
- (3) Provided that where this award makes provision for alteration of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.

28.2.2 Employer's duty to discuss change

- (1) The employer shall discuss with the employees affected and the union to which they belong, inter alia, the introduction of the changes referred to in paragraph (a) above, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the union in relation to the changes.
- (2) The discussion shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in paragraph (a) of this clause.
- (3) For the purpose of such discussion, the employer shall provide to the employees concerned and the union to which they belong, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

28.3 Redundancy

28.3.1 Discussions before terminations

- (1) Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone pursuant to 28.2.1(1), and that decision may lead to the termination of employment, the employer shall hold discussions with the employees directly affected and with the union to which they belong.
- (2) The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provision of 28.3.1(1) and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination on the employees concerned.
- (3) For the purposes of the discussion the employer shall, as soon as practicable, provide to the employees concerned and the union to which they belong, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out. Provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

28.4 Termination of Employment

28.4.1 Notice for changes in production, programme, organisation or structure

This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from "production", "programme", "organisation" or "structure" in accordance with 28.3.1(1):

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

Period of Continuous Service	Period of Notice
Less than 1 year	1 week
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

- (2) In addition to the notice above, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, shall be entitled to an additional week's notice.
- (3) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

28.4.2 Notice for technological change

This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from "technology" in accordance with 28.3.1(1):

- (1) In order to terminate the employment of an employee the employer shall give to the employee 3 months notice of termination.
- (2) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (3) The period of notice required by this subclause to be given shall be deemed to be service with the employer for the purposes of the Long Service Leave Act, 1955, the Annual Holidays Act, 1944, or any Act amending or replacing either of these Acts.

28.4.3 Time off during the notice period

- (1) During the period of notice of termination given by the employer, an employee shall, be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purposes of seeking other employment.
- (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.

28.4.4 Employee leaving during the notice period

If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee shall be entitled to the same benefits and payments under this clause had the employee remained with the employer until, the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

28.4.5 Statement of employment

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

28.4.6 Notice to Centrelink

Where a decision has been made to terminate employees, the employer shall notify Centrelink thereof as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

28.4.7 Centrelink Separation Certificate

The employer shall, upon receipt of a request from an whose employment has been terminated, provide to the employee an "Employment Separation Certificate" in the form required by Centrelink.

28.4.8 Transfer to lower paid duties

Where an employee is transferred to lower paid duties for reasons set out in paragraph (a) of subclause above, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated, and the employer may at the employer's option make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rates for the number of weeks of notice still owing.

28.5 Severance Pay

28.5.1 Where an employee is to be terminated pursuant to subclause 28.4 of this award, subject to further order of the Industrial Relations Commission, the employer shall pay the following severance pay in respect of a continuous period of service:

- (1) If an employee is under 45 years of age, the employer shall pay in accordance with the following scale:

Years of Service	Under 45 Years of Age Entitlement
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks
4 years and: less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and over	16 weeks

- (2) Where an employee is 45 years old or over, the entitlement shall be in accordance with the following scale:

Years of Service	45 Years of Age and Over Entitlement
Less than 1 year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks

- (3) 'Weeks pay' means the all purpose rate of pay for the employee concerned at the date of termination, and shall include, in addition to the ordinary rate of pay, over award payments, shift penalties and allowances provided for in the relevant award.

28.5.2 Incapacity to pay

Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in 28.5.1.

The Industrial Relations Commission shall have regard to such financial and other resources of the employer concerned as the Industrial Relations Commission thinks relevant,, and the probable effect paying the amount of severance pay in 28.5.1 will have on the employer.

28.5.3 Alternative employment

Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in 28.5.1 if the employer obtains acceptable alternative employment for an employee.

28.6 Savings Clause

Nothing in this award shall be construed so as to require the reduction or alteration of more advantageous benefits or conditions which an employee may be entitled to under any existing redundancy arrangement, taken as a whole, between the union and any employer bound by this award.

29. EXEMPTIONS

29.1 Except as to the provisions of:

- Clause 2 - Anti Discrimination
- subclauses 11.1, 11.2, 11.4 and 11.5, Sundays and Public Holidays,
- Clause 14 - Annual Leave,
- Clause 33 - Other Legislation,
- Clause 15 - Sick Leave,
- subclauses 16.1, 16.2, 16.3 and 16.4, Personal/Carer's Leave
- Clause 17 - Bereavement Leave
- Clause 19 - Jury Service
- Clause 20 - Superannuation
- Clause 28 - Redundancy
- Clause 30 - Salary Packaging,

this award shall not apply to employees employed by the week who are in receipt of a weekly wage in excess of 15% above the rate set out in Table 1 - Wages of Part B, Monetary Rates for the highest grade in this award; provided that the wage is not inclusive of overtime payments and/or shift allowances due to the employee under this award.

29.2 The exemption rate shall be calculated in multiples of one dollar, amounts of less than 50 cents being taken to the lower multiple and amounts of 50 cents or more being taken to the higher multiple.

30. SALARY PACKAGING

- 30.1 Where agreed between the employer and a full-time or part-time employee, an employer may offer salary packaging in respect of salary. Neither the employer nor the employee may be compelled to enter into a salary packaging agreement.
- 30.2 Salary packaging shall mean that the employee will have part of their salary packaged into a fringe benefit which does not constitute a direct payment to the employee but is payable to a bona fide third party.
- 30.3 The terms and conditions of such a package shall not, when viewed objectively, be less favourable than the entitlements otherwise available under this award and shall be subject to the following provisions:
- (i) the employer shall ensure that the structure of any agreed remuneration package complies with taxation and other relevant legislation;
 - (ii) the employee will be given the opportunity by the employer to seek independent advice including advice from the union prior to entering into any salary packaging agreement;
 - (iii) where there is an agreement to salary package, the agreement shall be in writing and made available to the employee;
 - (iv) the employee shall have access to details of the payments and transactions made on their behalf. Where such details are maintained electronically, the employee shall be provided, with a printout of the relevant information;
 - (v) the employer has the right to vary or withdraw from a salary packaging agreement and/or withdraw from offering salary packaging in the event of changes to the operation of legislation that are detrimental to, or increase the costs of, salary packaging arrangements;
 - (vi) in the event that the employer withdraws from a salary packaging agreement, the individual employee's salary will revert to whichever is the higher of:
 - (a) The ordinary time rate of pay that applied to the employee prior to the commencement of the salary packaging agreement; or
 - (b) The applicable rate specified in Table 1 - Wages of Part B - Monetary Rates of this Award;

- (vii) not withstanding any of the above arrangements, the employer of employee may cancel any salary packaging agreements by the giving of one month's notice of cancellation to the other party;
- (viii) the calculation of entitlements concerning occupational superannuation and annual leave loading on annual leave pursuant to Clause 14.2: - Annual Leave Loadings, will be based on the ordinary time rate of pay that the employee would have received in the absence of the salary packaging, arrangement;
- (ix) unless there is agreement between the employer and the employee to the contrary, all salary packaging arrangements during any period of leave without pay, including periods of unpaid sick leave.

31. DISPUTE AVOIDANCE AND GRIEVANCE PROCEDURE

The procedure for the resolution of grievances and industrial disputation concerning matters arising under this award shall be in accordance with the following procedural steps:

31.1 Procedure relating to grievance of an individual employee

- 31.1.1 The employee shall notify (in writing or otherwise) the employer as to the substance of the grievance, request a meeting with the employer for bilateral discussions and state the remedy sought.
- 31.1.2 The grievance must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
- 31.1.3 Reasonable time limits must be allowed for discussion at each level of authority. Initial discussions should be held within two working days wherever possible.
- 31.1.4 At the conclusion of the discussion, the employer must provide a response to the employees' grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.
- 31.1.5 While a procedure is being followed, normal work must continue.
- 31.1.6 The employer may be represented by an Industrial Organisation of Employers and the employee may be represented by the Union for the purpose of each procedure.

31.1.7 if the dispute relates to issues of training in relation to a trainee then the matter may be referred to the NSW Commissioner for Vocational Training in accordance with the *Apprenticeship and Training Act 2001*

31.2 Procedure for a Dispute Between an Employer and the Employees

31.2.1 A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.

31.2.2 Reasonable time levels must be allowed for discussion at each level of authority. Initial discussions should be held within two working days wherever possible.

31.2.3 While a procedure is being followed, normal work must continue.

31.2.4 The employer may be represented by an Industrial Organisation of Employers and the employee may be represented by the Union for the purpose of each procedure.

31.2.5 Subject to the *Industrial Relations Act 1996*, in the event that a dispute cannot be settled by the above procedures, the Commission may be notified of an industrial dispute for the purpose of resolving the dispute.

32. TELEPHONE CANVASERS (OTHER THAN FOR THE SALE OF GOODS)

32.1 This clause shall apply to telephone canvassers (other than for the sale of goods).

32.2 Full-Time Telephone Canvassers

32.3.1 A full-time telephone canvasser is a telephone canvasser who works 38 hours per week.

32.2.2 The minimum rates of wages per week for full-time telephone canvassers shall be as set out in (iv) of Table 3 - Wages of Part B - Monetary Rates.

32.3 Part-Time Telephone Canvassers

32.3.1 A part-time telephone canvasser is a telephone canvasser who works a fewer number of hours than constitutes full-time work under this clause. Part-time employment may be limited to a specified period or periods of part-time employment, but need not be so limited.

32.3.2 A part-time telephone canvasser shall be paid at an hourly rate as set out in (iv) of Table 1 - Wages of Part B - Monetary Rates, equal to the appropriate weekly rate of pay for a full-time telephone canvasser divided by 38.

32.4 Casual Telephone Canvassers

32.4.1 A casual telephone canvasser is a telephone canvasser who is engaged and paid as such.

32.4.2 A casual telephone canvasser shall be paid an hourly rate as set out in Table 3 - Wages of Part B - Monetary Rates, equal to the appropriate weekly rate of pay for a full-time telephone canvasser divided by 38 plus 20% loading. This loading compensates casual telephone canvassers for entitlements and benefits otherwise available to full-time employees, including sick leave, annual leave, personal/carers leave, etc.

To be clear, this loading is inclusive of the 1/12th annual leave payment arising under the *Annual Holidays Act 1944 (NSW)* which would otherwise be payable to casual employees.

32.5 Commission Payments

32.5.1 This clause applies to full-time, part-time and casual telephone canvassers.

32.5.2 Commission payments may be made to a telephone canvasser in addition to the base weekly or hourly rates set out in (iv) of Table 3 - Wages of Part B - Monetary Rates.

32.5.3 A telephone canvasser shall not be remunerated solely by way of commission, nor shall commission payments be offset against any other statutory or award entitlements.

32.6 Hours of Work

32.6.1 The ordinary span of hours of work for a telephone canvasser shall be between 8:30am to 8:30pm Monday to Friday and 8:30am to 2:30pm on Saturday.

32.6.2 The ordinary hours of work for a telephone canvasser shall not exceed 8 hours on any day, nor exceed 38 hours in any one week.

32.6.3 Where a telephone canvasser works ordinary hours, a minimum start of 2% hours shall apply.

32.6.4 All time worked in excess of the ordinary hours of work prescribed by 31.9.1 and 31.9.2 shall be overtime and paid at the rate of time and one half for the first two hours and double time thereafter.

32.7 Part A of this award shall not apply to telephone canvassers with the exception of the following clauses:

- Clause 2 - Anti-Discrimination
- Clause 4 - Terms of Engagement
- Clause 7 - Payment of Wages
- Clause 9.8.2 and 9.8.3 - Meal Break
- Clause 11.1,11.211.4 and 11.5- Sundays and Holidays
- Clause 13 - except 31.1 - Allowances
- Clause 14 - Annual Leave
- Clause 1.5 - Sick Leave
- • Clause 16.1, 16.2 and 16.3 - Personal/Carer's Leave
- Clause 17 - Bereavement Leave
- Clause 19 - Jury Service
- Clause 20 - Superannuation
- Clause 21 - Award Display
- Clause 22 - Notice Board
- Clause 23 - Deduction of Union Membership Fees
- Clause 24 - Labour Flexibility
- Clause 25 - Training
- Clause 26 - Enterprise Consultative Mechanism
- Clause 27 - Termination of Engagement
- Clause 28 - Redundancy
- Clause 30 - Salary Packaging
- Clause 31 - Dispute Avoidance Procedure
- Clause 34 - Area, Incidence and Duration
- Clause 33 - Other Legislation

32.8 Savings Clause

Nothing in this award shall act to, on balance, reduce the overall wages and conditions of telephone canvassers currently being paid or observed as a result of the award.

33. OTHER LEGISLATION:

33.1 Long Service Leave - See Long Service Leave Act 1955

33.2 Right of Entry -See Industrial Relations Act 996

33.3 Workers Compensation - See Workers Compensation Act1987 and Workplace Injury Management and Workers Compensation Act 1998

33.4 Parental Leave - See Clause 18, in addition to Industrial Relations Act1996

33.5 Occupational Health and Safety - See Occupational Health and Safety Act 2000

33.6 Record Keeping - See Industrial Relations (General) Regulation 2001

34. AREA, INCIDENCE AND DURATION

34.1 This award shall apply in respect of all persons employed in any clerical capacity whatsoever and without limiting the generality of the foregoing shall include telephonists, receptionists, cashiers, messengers, copy boys, telephone canvassers (other than for the sale of goods), persons employed on machines designed to perform or to assist in performing any clerical work whatsoever and all classes of employees engaged in any clerical capacity in or in connection with payroll preparation, cash handling and processing in the state of New South Wales excluding the County of Yancowinna, within the jurisdiction of the Clerical and Administrative Employees (State) Industrial Committee, excepting employees covered by industry or employer specific awards.

34.2 This award shall rescind and replace the Clerical and Administrative Employees (State) award and shall commence on the first full pay period on or after 30 January 2006 and shall remain in force for a period of 12 months.

34.3 The provisions of Clauses 27 and 28 of this award shall apply in respect of employees otherwise covered by the Mirror and Telegraph Publications Clerical Award 2000 and the Clerical and Administrative Employees (John Fairfax Publications) Award 2000.

34.4 Savings - Hours of Work

34.4.1 Shift workers employed on or before 30 January 2006 who were entitled to receive an afternoon shift loading shall continue to be entitled to receive the shift loading on all time worked on an afternoon shift or during a period which would have been part of an afternoon shift under the previous award.

34.4.2 Employees employed on or before 30 January 2006 in receipt of overtime, or any other additional allowance or payment for working hours on weekends as part of a regular pattern of hours, shall not suffer a reduction in pay as a result of the introduction of this Award. This savings provision shall remain in force until 31 December 2006.

34.4.3 28 days notice is required if the regular pattern of hours of a weekly employee employed on or before 30 January 2006 is to be changed by their employer to include work on a Saturday and/or Sunday as part of their regular pattern of hours.