

AP805398 - Refined Sugar Services Staff Award 2000

This Fair Work Commission consolidated award incorporates all amendments up to and including 29 July 2013 (variation [PR539329](#)).

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

- [11. Car allowance](#)
- [12. Hours](#)
- [13. Shift work](#)
- [14. Overtime](#)
- [16. Annual leave](#)

About this Award:

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AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996
s.99 notification of industrial dispute

CSR Limited Officers' Association

and

CSR Limited and others
(C No. 22688 of 1999)

REFINED SUGAR SERVICES STAFF AWARD 2000

Various employees

Industries otherwise not assigned

VICE PRESIDENT ROSS

MELBOURNE, 3 JANUARY 2001

Wages and conditions - log of claims.

AWARD

1. TITLE

This award shall be referred to as the Refined Sugar Services Staff Award 2000.

2. ARRANGEMENT

[2 amended by [PR968701](#)]

This award is arranged as follows:

1. Title
2. Arrangement [[PR968701](#)]
3. Application and duration
4. Rates of pay [[PR974724](#)]
5. Definitions [[PR961536](#)]
6. Payment of salaries
7. Employee duties and enterprise flexibility
8. Employment categories [[PR968701](#)]
9. Termination of employment [[PR905667](#)]
10. Temporary transfer - expenses
11. Car allowance [[PR539329](#)]
12. Hours [[PR539329](#)]
13. Shift work [[PR539329](#)]
14. Overtime [[PR539329](#)]
15. Holidays
16. Annual leave [[PR539329](#)]
17. Personal leave [[PR968701](#)]
- 17A. Bereavement leave [[PR968701](#)]
18. Jury service
19. Parental leave [[PR968701](#)]
20. Long service leave
21. Grievance and disputes process
22. Redundancy pay
23. Anti-discrimination

3. APPLICATION AND DURATION

- 3.1** This award shall be binding upon the Association (as defined in clause 5 - Definitions) and its members and those eligible for membership of the Association and on the Employer in respect of the employment of employees in the States of Queensland, New South Wales, Victoria, South Australia, Western Australia, Tasmania, the Australian Capital Territory and the Northern Territory, and shall come into operation from the first pay period commencing on or after 3 January 2001 and shall remain in force for a period of twelve months.

4. RATES OF PAY

[4.1 varied by [PR913345](#) [PR929185](#) [PR944459](#) [PR954933](#); [PR961536](#) ppc 10Jan06; corrected by [PR974724](#) ppc 10Jan06]

4.1 The minimum award rate of base salary for adult employees shall be in accordance with the following five level structure:

Level 1

Jobs requiring a basic level of secondary education possibly supplemented by some skills training and on the job experience. (Typically, but not exclusively, jobs performed by people carrying out a range of basic clerical, administrative, secretarial or technical duties) \$28,622

Level 2

Jobs requiring secondary education supplemented by specific skills training and a minimum of about 3 years relevant experience or jobs requiring trade or equivalent qualifications. (Typically, jobs performed by experienced people providing functional support for the work of others) \$30,065

Level 3

Jobs requiring secondary education normally to HSC or equivalent standard supplemented by high level skills training and/or a minimum of 3 years of relevant experience, or jobs requiring knowledge normally acquired through tertiary education. (Typically, skilled functional jobs and first line supervisory jobs in commercial, scientific or other technical disciplines) \$33,216

Level 4

Jobs requiring a degree or equivalent tertiary qualification plus a minimum of 3 years of experience in the relevant discipline, or its equivalent by way of high level skills training and on the job experience. (Typically, specialised functional positions and senior supervisory positions in commercial, scientific or other technical disciplines) \$36,469

Level 5

Jobs requiring a degree or equivalent tertiary qualification plus a minimum of 5 years of experience in the relevant discipline, or its equivalent by way of high level skills training and on the job experience. (Typically, senior functional positions and management positions) \$42,769

4.2 Arbitrated safety net adjustment

[4.2 corrected by [PR901343](#) [PR905667](#); substituted by [PR929185](#) [PR944459](#) [PR954933](#); [PR961536](#) ppc 10Jan06]

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

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

4.3 Junior rates

The award rate of base salary for a junior employee shall be calculated according to the following scale:

Age	Percentage of adult award rate for the appropriate level as contained in 4.1
	%
16	55
17	64
18	72
19	82
20	90

5. DEFINITIONS

[5.1 substituted by [PR961536](#) ppc 10Jan06]

- 5.1 **Association** shall mean CSR & Rinker Salaried Staff Association.
- 5.2 **Base salary** does not include overtime, penalty rates, allowances, incentive payments, employer superannuation contributions or non-pecuniary benefits.
- 5.3 **Casual employee** shall mean a person who is engaged and paid as such.
- 5.4 **Employer** shall mean Refined Sugar Services Pty Limited.
- 5.4 **Employee** shall mean a salaried employee of the Employer employed at a yearly rate of pay by the Employer or on secondment to any subsidiary or any associated company of the Employer.
- 5.5 **Seasonal** shall mean a specified period or periods of time, within a year, when a unit of the Employer must carry out specific work, best suited to that period and associated with the particular industry in which the unit is engaged.
- 5.6 **Service** shall mean service with the Employer, including service with any subsidiary or associated company of the Employer.

6. PAYMENT OF SALARIES

- 6.1** Salaries shall be paid monthly or at such regular intervals as may be agreed between the Employer and the employee or majority of employees concerned.
- 6.2** Salaries will be paid to a nominated financial institution and where possible by electronic fund transfer.

7. EMPLOYEE DUTIES AND ENTERPRISE FLEXIBILITY

- 7.1** The Employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this award, provided that such duties do not diminish existing skills.
- 7.2** The Employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.
- 7.3** Where at the business unit or site level an agreement is reached about how the award should operate so as to make the business unit or site operate more efficiently according to its particular needs, the agreement shall be implemented provided the majority of employees affected genuinely agree.

8. EMPLOYMENT CATEGORIES

8.1 Probationary employment

The Employer may initially engage a full-time or part-time employee for a period of probationary employment for the purpose of determining the employee's suitability for ongoing employment. The employee must be advised in advance that the employment is probationary and of the duration of the probation which can be up to three months.

8.2. Full-time employment

Any employee not specifically engaged as a part-time or casual employee is for all purposes of this award a full-time employee.

8.3. Part-time employment

8.3.1 Unless otherwise agreed between the Employer and Association, the following provisions shall apply to part-time employees:

- 8.3.1(a)** the ordinary hours of work for part-time employees shall be less than 38 hours per week;
- 8.3.1(b)** part-time employees shall be paid in accordance with the annual salary provided for in clause 4 - Rates of pay of this award reduced on a pro rata basis;
- 8.3.1(c)** the provisions of this award with respect to holidays, annual leave, personal leave, long service leave and parental leave shall apply to part-time employees on a pro rata basis;
- 8.3.1(d)** a part-time employee who works in excess of the number of daily or weekly ordinary hours fixed for full-time employees at the workplace concerned shall be paid overtime in accordance with clause 14 - Overtime of this award.

8.4. Casual employment

8.4.1 The following provisions shall apply to casual employees:

- 8.4.1(a)** the ordinary time rate of pay for a casual employee shall be calculated by adding 20% to the appropriate base salary rate and dividing the result by 52 (weeks) and then by 38 (hours);
- 8.4.1(b)** the provisions of this award with respect to holidays, annual leave, personal leave, long service leave and parental leave, shall not apply to casual employees. In lieu of annual leave a payment of 1/12th of all ordinary time worked shall be paid;

8.4.1(c) a casual who works in excess of the number of hours per week as is agreed between the Employer and the casual employee, shall be paid overtime in accordance with clause 14, Overtime, of this award. Overtime payments shall be calculated on the casual employee's ordinary rate of pay.

8.4.2 Caring responsibilities

[8.4.2 inserted by [PR968701](#) ppc 10Feb06]

8.4.2(a) Subject to the evidentiary and notice requirements in 17.5 and 17.6, casual employees are entitled to not be available to attend work, or to leave work:

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

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

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

9. TERMINATION OF EMPLOYMENT

9.1 Notice of termination by employer

[9.1 corrected by [PR901343](#) ppc 03Jan01; [PR905667](#) ppc 03Jan01]

- 9.1.1** In order to terminate the employment of a full-time or regular part-time employee the employer shall give to the employee a period of one month's notice.
- 9.1.2** In addition to this notice, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, are entitled to an additional week's notice.
- 9.1.3** Payment in lieu of the notice will be made if the appropriate notice period is not required to be worked by the employer. Employment may be terminated by the employee working part of the required period of notice and by the employer making payment for the remainder of the period of notice.
- 9.1.4** In calculating any payment in lieu of notice, the base salary for the time the employee would have worked during the period of notice had their employment not been terminated will be used.
- 9.1.5** The period of notice in this clause shall not apply in the case of dismissal for conduct that justifies instant dismissal including inefficiency within the first fourteen days, neglect of duty or misconduct and in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specific task or tasks.
- 9.1.6** Notwithstanding the foregoing provisions trainees who are engaged for a specific period of time shall once the traineeship is completed and provided that the trainees' services are retained have all service including the training period counted in determining entitlements. In the event that a trainee is terminated at the end of his or her traineeship and is re-engaged by the same employer within six months of such termination the period of traineeship shall be counted as service in determining any future termination.

9.2 Notice of termination by an employee

- 9.2.1** The notice of termination required to be given by an employee is the same as that required of an employer, save and except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.
- 9.2.2** If an employee fails to give notice the employer has the right to withhold monies due to the employee to a maximum amount equal to the ordinary time rate of pay for the period of notice.

9.3 Time off during notice period

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

10. TEMPORARY TRANSFER - EXPENSES

If an employee is directed to work at a place other than his or her usual place of work, all reasonable expenses necessarily incurred by the employee as a consequence of the temporary transfer will be reimbursed by the Employer. Where practicable, the nature of these expenses will be agreed in advance of the transfer.

11. CAR ALLOWANCE

[11 varied by [PR913345](#) [PR929185](#) [PR944459](#) [PR954933](#) [PR961536](#) [PR975404](#) [PR978282](#) [PR983777](#) [PR999180](#) [PR513893](#) [PR526191](#); [PR539329](#) ppc 29Jul13]

An allowance of 79c per kilometre shall be paid to an employee who is required by the Employer to use a private vehicle on Employer business.

12. HOURS

12.1 The ordinary hours of work will not exceed an average of 38 per week provided that:

12.1.1 the ordinary hours of a staff employee shall not exceed the ordinary hours worked by the majority of employees at that employee's workplace;

12.1.2 in any arrangement where the ordinary working hours are to exceed eight on any day, the arrangement shall be subject to agreement between the Employer and the employee or majority of employees concerned;

12.1.3 where agreement exists between the Employer and the employee or majority of employees concerned, ordinary hours may be worked over any five consecutive days of the week Monday to Sunday inclusive;

[12.1.4 varied by [PR913345](#) [PR929185](#) [PR944459](#) [PR954933](#) [PR961536](#) [PR975404](#) [PR978282](#) [PR983777](#) [PR999180](#) [PR513893](#) [PR526191](#); [PR539329](#) ppc 29Jul13]

12.1.4 an employee working ordinary hours on either Saturday or Sunday but not both days will be paid an allowance of \$91.85 per day worked on either Saturday or Sunday;

[12.1.5 varied by [PR913345](#) [PR929185](#) [PR944459](#) [PR954933](#) [PR961536](#) [PR975404](#) [PR978282](#) [PR983777](#) [PR999180](#) [PR513893](#) [PR526191](#); [PR539329](#) ppc 29Jul13]

12.1.5 an employee working ordinary hours on both Saturday and Sunday will be paid an allowance of \$179.00 per day worked on both Saturday and Sunday.

12.2 Employees shall be allowed reasonable meal breaks at such times and of such duration as is agreed between the Employer and the employees concerned.

12.3 Any alteration of existing starting and finishing times of work at any establishment, factory or office shall be agreed upon between the Employer and the employee or majority of employees concerned.

13. SHIFT WORK

13.1 The following conditions shall apply to shift work:

13.1.1 The ordinary hours of the particular shifts should be the subject of agreement between the Association and the Employer except where employees are working shift hours as determined by the roster applying to the majority of shift workers at the employee's workplace.

13.1.2 Thirty minutes crib time shall be granted in respect of each shift of eight hours. Employees working twelve hour shifts shall be allowed reasonable crib breaks as agreed between the Employer and the Association.

[13.1.3 varied by [PR913345](#) [PR929185](#) [PR944459](#) [PR954933](#) [PR961536](#) [PR975404](#) [PR978282](#) [PR983777](#) [PR999180](#) [PR513893](#) [PR526191](#); [PR539329](#) ppc 29Jul13]

13.1.3 Employees working afternoon or night shift over a five day roster shall be paid the following shift allowances, calculated as a percentage of the base salary for the appropriate job classification:

Afternoon shift	17%
Night shift, rotating	20%
Night shift, non-rotating	30%

Provided that the allowance paid for any such afternoon or night shift shall not be less than \$35.75.

13.1.4 For the purpose of this clause, Saturday or Sunday shifts are those shifts occurring between 12 midnight Friday and 11.00 p.m. Sunday, or 8.00 a.m. Saturday and 7.00 a.m. Monday, according to local custom.

13.1.5 Employees working a seven day continuous roster shall be paid an allowance in lieu of afternoon and night shift allowances, weekend penalty rates and payment for any rostered overtime shift included in the cycle. This allowance shall be determined at each location by the Employer and the Association. Provided that employees working a seven day continuous roster which operates over a four week, 38 hours per week, roster cycle shall be paid a shift allowance of 30% of ordinary salary for time worked.

13.1.6 Shift allowances prescribed by this clause will not be payable where the time worked attracts an overtime payment in accordance with this award.

14. OVERTIME

14.1 Employees may be expected to work reasonable hours in excess of ordinary working hours.

14.2 An employee who is requested to work in excess of the hours prescribed in clause 12 - Hours or clause 13 - Shift work shall be paid in accordance with this clause.

[14.3 varied by [PR913345](#) [PR929185](#) [PR944459](#) [PR954933](#) [PR961536](#) [PR975404](#) [PR978282](#) [PR983777](#) [PR999180](#) [PR513893](#) [PR526191](#); [PR539329](#) ppc 29Jul13]

14.3 Payment for overtime worked shall only apply to an employee whose base salary is less than \$67,943.00 per annum.

14.4 Payment for approved overtime worked will be additional pay for specific hours worked or, alternatively and subject to agreement between the employee and the Employer, payment may take the form of:

14.4.1 equivalent ordinary time off in lieu;

14.4.2 an allowance that reflects the expected amount of overtime to be worked;

14.4.3 an annual rate of salary set in recognition of the hours of work involved.

14.5 Except as provided for in 14.4, payment for specific hours worked outside ordinary working hours shall be as follows:

Monday to Friday Time and a half for the first two hours and double time thereafter

Saturdays Time and a half for the first two hours and double time thereafter

Sundays Double time

If rostered on seven day continuous shift work Double time for all time worked in excess of ordinary working hours

Public holidays (clause 15) Ordinary time plus time and a half (i.e. total double time and a half)

14.6 An employee, after the completion of overtime shall be entitled to ten consecutive hours off duty. If on the instruction of the Employer, an employee resumes work without having ten consecutive hours off duty, double time shall be paid for all time worked until the employee has a ten hour break.

14.6.1 Eight hours shall be substituted for ten for those employees working a 24 hour shift work pattern and for employees involved in fire duties during a forest fire.

14.7 Where overtime is not continuous with ordinary working hours, an employee shall be paid for a minimum of four hours work. This clause shall not apply where it is customary for the employee to perform a specific job outside ordinary working hours.

14.8 Where an employee working overtime commences or finishes work at a time when the employee's normal means of transport is not available or practicable, the Employer shall provide or pay for transport home for the employee.

14.9 Meal allowance

[14.9.1 varied by [PR913345](#) [PR929185](#) [PR944459](#) [PR954933](#) [PR961536](#) [PR975404](#) [PR978282](#) [PR983777](#) [PR999180](#) [PR513893](#) [PR526191](#); [PR539329](#) ppc 29Jul13]

14.9.1 An employee required to work overtime in excess of two hours after the completion of his or her ordinary working hours shall be paid a meal allowance of \$14.75 for the first meal and for each subsequent meal after a further four hours overtime if required to continue working after such four hours.

14.9.2 A meal allowance is not payable where:

14.9.2(a) the Employer provides the employee with a meal;

14.9.2(b) the employee can conveniently return home for a meal;

14.9.2(c) the employee has been notified on the previous day or earlier that he or she will be required to work overtime.

14.9.3 If an employee has provided a meal or meals on the basis that he or she has been given notice of a requirement to work overtime and the employee is subsequently not required to work the overtime, the employee shall be paid the prescribed meal allowance for the surplus meal or meals he or she has provided.

15. HOLIDAYS

- 15.1** The following public holidays shall be granted by the Employer without deduction of pay: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day or Eight Hour Day, Christmas Day, and Boxing Day. Provided that, in the case of employees at any of the Employer's workplaces, holidays granted shall be those applying at the respective workplaces.
- 15.2** The following holidays shall be granted by the Employer without deduction in pay as they may be observed in a particular State: Melbourne Cup Day (Melbourne only), State Foundation Day (Western Australia), Adelaide Cup Day (South Australia), and any other day gazetted as a public holiday in a particular State.
- 15.3** Proclamation Day in South Australia shall be observed as a holiday under this award instead of Boxing Day.
- 15.4** All time worked by the direction of the Employer on any of the above holidays shall be paid at the rate of double time and one half the ordinary rate of pay with a minimum payment of four hours.
- 15.5** The Employer may, in lieu of payment for work performed on public holidays, grant time off not less than the equivalent of the time worked, provided that such time off shall be granted at a time suitable to both the employee and the Employer.
- 15.6** In circumstances where two consecutive shifts partly occur on the one public holiday, and one of those two shifts is taken as paid leave, then all time worked on the other shift will be paid at the ordinary time rate of pay.
- 15.7** There will be no entitlement to payment for public holidays occurring during any period when an employee applies for and the Employer grants leave without pay.

16. ANNUAL LEAVE

- 16.1** Employees shall be entitled to four weeks leave of absence annually. Such annual leave shall be granted on full pay and shall be exclusive of any public holidays.
- 16.2** Entitlements to annual leave shall be determined as at 30 June each year.
- 16.3** Employees are entitled to take annual leave and the Employer shall grant annual leave during the calendar year immediately succeeding the period of accrual. The taking of annual leave may only be deferred by agreement between the employee and the Employer and the period of deferment shall not exceed two years from the date it accrued.
- 16.4** Unless otherwise agreed, employees shall not be required to take annual leave without having at least one month's previous notice. So far as is practicable leave shall be granted at a time best suited to the convenience of the employee concerned.
- 16.5** Where an employee voluntarily leaves employment or his or her services are terminated by the Employer, payment shall be made for all accumulated leave not taken. For the purpose of this clause annual leave shall accrue on a daily basis.
- 16.6** Subject to 16.5 annual leave shall be granted and taken and shall not be satisfied by any additional payment.
- 16.7** If an employee becomes ill whilst on annual leave and produces satisfactory medical evidence of such illness the period of such illness may be counted as sick leave and not annual leave.
- 16.8** In addition to the leave prescribed above, seven day continuous shift employees shall be allowed one week's leave including non working days.
- 16.9** When an employee is engaged for part of the year as a seven day continuous shift employee he or she shall be entitled to proportionate additional leave prescribed by this clause at the rate of a half day for each month the employee is continuously engaged as a seven day worker.

16.10 Loading on annual leave

[16.10 corrected by [PR901343](#) ppc 03Jan01; [PR905667](#) ppc 03Jan01]

This clause will only apply to employees who were formerly employed by CSR Limited immediately prior to commencement of employment with the Employer.

[16.10.1 varied by [PR913345](#) [PR929185](#) [PR944459](#) [PR954933](#) [PR961536](#) [PR975404](#) [PR978282](#) [PR983777](#) [PR999180](#) [PR513893](#) [PR526191](#); [PR539329](#) ppc 29Jul13]

- 16.10.1** An employee shall receive a loading of 20% on pay for annual leave subject to a limit of \$1,843.00 in respect of the annual leave which accrued in the twelve months to 31 December each year. Unless otherwise agreed between the Employer and the Association, the payment will be made in December each year and be calculated on the salary then applying.

16.10.2 Except that seven day continuous workers, in place of the annual leave loading prescribed in the previous paragraph, shall be paid for their annual leave at the average rate paid as if working, including the shift provisions prescribed in clause 13 - Shift work.

16.10.3 Where the contract of employment terminates for any reason between July and December the loading applying to the twelve months ended the previous 30 June shall be calculated and paid at the time of termination.

[16.10.4 varied by [PR913345](#) [PR929185](#) [PR944459](#) [PR954933](#) [PR961536](#) [PR975404](#) [PR978282](#) [PR983777](#) [PR999180](#) [PR513893](#) [PR526191](#); [PR539329](#) ppc 29Jul13]

16.10.4 The loading prescribed in this clause shall apply to proportionate leave on termination where the employee has had at least one month's service and shall be calculated and paid at the time of termination. The limit of \$1,843.00 in respect of the loading accruing for a full twelve months shall apply pro rata to such proportionate leave.

16.10.5 Entitlement to annual leave and annual leave loading shall not accrue during any period when an employee applies for and the Employer grants leave without pay.

17. PERSONAL LEAVE

[17 substituted by [PR968701](#) ppc 10Feb06]

The provisions of this clause apply to full-time and regular part-time employees (on a pro rata basis) but do not apply to casual employees. The entitlements of casual employees are set out in 8.4.2.

17.1 Definitions

The term **immediate family** includes

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

17.2 Amount of paid personal leave

17.2.1 Paid personal leave is available to an employee, other than a casual employee, when they are absent:

- due to personal illness or injury;
- for the purposes of caring for an immediate family or household member who is sick and requires the employee's care and support or who requires care due to an unexpected emergency.

17.2.1(a) Subject to 17.2.1(b), the amount of personal leave to which a full-time employee is entitled depends on how long they have worked for the employer and accrues as follows:

- 17.2.1(a)(i)** In the first year of service with the employer an employee shall be entitled to 64 hours personal leave, provided that a maximum of 40 hours may be taken during the first six months of employment.
- 17.1.2(a)(ii)** In the second and subsequent years of service the employee shall be entitled to 80 hours personal leave.
- 17.1.2(a)(iii)** Entitlement to personal leave shall not be accrued during any period when an employee applies for and the employer grants leave without pay.

17.2.2 Accumulation of personal leave

In any year, unused personal leave accrues by the lesser of:

- 17.2.2(a)** 80 hours (64 hours in the first year) less the amount of personal leave taken;
or
- 17.2.2(b)** the balance of the year's unused personal leave.

17.3 Personal leave for personal injury or sickness

An employee is entitled to use the full amount of their personal leave entitlement including accrued leave for the purposes of personal illness or injury, subject to the conditions set out in this clause.

17.4 Personal leave to care for an immediate family or household member

- 17.4.1** An employee is entitled to use up to 80 hours personal leave, including accrued leave, each year to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency.
- 17.4.2** This entitlement is subject to the employee being responsible for the care and support of the person concerned. In normal circumstances an employee is not entitled to take carer's leave where another person has taken leave to care for the same person.
- 17.4.3** By agreement between an employer and an individual employee, the employee may access an additional amount of their accrued personal leave for the purposes set out in 17.4.1, beyond the relevant limit set out in 17.4.1. In such circumstances, the employer and the employee shall agree upon the additional amount that may be accessed.

17.5 Employee must give notice

- 17.5.1** Where an employee is absent on sick leave, he/she shall, where practicable, prior to the commencement of his/her ordinary working hours, notify the employer of his/her inability to attend for duty.
- 17.5.2** The notice must include:
 - 17.5.2(a)** the nature of the injury or illness (if known); and
 - 17.5.2(b)** how long the employee expects to be away from work.
 - 17.5.2(c)** If it is not practicable for the employee to give notice of absence, the employee must notify the employer by telephone at the first opportunity.

17.5.3 The notice for leave to care for an immediate family or household member must include:

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

17.5.4 If it is not practicable for the employee to give prior notice of absence, the employee must notify the employer by telephone at the first opportunity.

17.6 Evidence supporting claim

17.6.1 After the first single day's absence of an employee in any one year, the employee must, if required by the employer, establish by production of a medical certificate or statutory declaration, that the employee was unable to work because of injury or personal illness.

17.6.2 When taking leave to care for an immediate family or household member, the employee must, if required by the employer, establish 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.

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

17.7 The effect of workers' compensation

If an employee is receiving workers' compensation payments, the employee is not entitled to personal leave.

17.8 Unpaid personal leave

Where an employee has exhausted all paid personal leave entitlements, they are entitled to take unpaid personal leave to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency. The employer and the employee shall agree on the period. In the absence of agreement, the employee is entitled to take up to two days (up to a maximum of 16 hours) of unpaid leave per occasion, provided the requirements of 17.5 and 17.6 are met.

17A. BEREAVEMENT LEAVE

[17A inserted by [PR968701](#) ppc 10Feb06]

The provisions of this clause apply to full-time and regular part-time employees (on a pro rata basis) but do not apply to casual employees. The entitlements of casual employees are set out in 8.4.2.

17A.1 Paid leave entitlement

An employee, other than a casual, is entitled to use up to 16 hours bereavement leave on any occasion on which a member of the employee's immediate family or household in Australia dies.

17A.2 Evidence supporting claim

The employer may require the employee to provide satisfactory evidence of the death of the member of the employee's immediate family or household.

17A.3 Unpaid leave entitlement

An employee may take additional unpaid bereavement leave by agreement with the employer.

18. JURY SERVICE

- 18.1** Full-time and part-time employees attending for jury service are entitled to have their pay made up to what they would have received for working ordinary time. Employees must provide proof of attendance.
- 18.2** A full-time employee 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 or her attendance for such jury service and the amount of wage he or she would have received in respect of the ordinary time he or she would have worked had he or she not been on jury service.
- 18.3** Where a part-time employee is required to attend for jury service and such attendance coincides with a day on which the employee would normally be required to work, payment shall be made to the employee in accordance with the above.
- 18.4** An employee shall notify the Employer as soon as possible of the date upon which he/she is required to attend for jury service. Further, the employee shall give the employer proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

19. PARENTAL LEAVE

[19 substituted by [PR968701](#) ppc 10Feb06]

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

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

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

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

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

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

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

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

19.1 Definitions

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

19.1.2 Subject to 19.1.3, in this clause, **spouse** includes a de facto or former spouse.

19.1.3 In relation to 19.7, **spouse** includes a de facto spouse but does not include a former spouse.

19.2 Basic entitlement

19.2.1 After 12 months continuous service, parents are entitled to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child. For females, maternity leave may be taken and for males, paternity leave may be taken. Adoption leave may be taken in the case of adoption.

19.2.2 Subject to 19.5.6, parental leave is to be available to only one parent at a time, except that both parents may simultaneously take:

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

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

19.3 Variation of period of parental leave

Where an employee takes leave under 19.2.1, unless otherwise agreed between the employer and employee, an employee may apply to their employer to change the period of parental leave on one occasion. Any such change is to be notified as soon as possible but no less than four weeks prior to the commencement of the changed arrangements. Nothing in this clause detracts from the basic entitlement in 19.2.1.

19.4 Right to request

19.4.1 An employee entitled to parental leave pursuant to the provisions of 19.2 may request the employer to allow the employee:

19.4.1(a) to extend the period of simultaneous unpaid parental leave provided for in 19.2.2 up to a maximum of eight weeks;

19.4.1(b) 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.

19.4.2 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.

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

The employee's request and the employer's decision made under 19.4.1(b) must be recorded in writing.

19.4.4 Request to return to work part-time

Where an employee wishes to make a request under 19.4.1(b), such a request must be made as soon as possible but no less than 13 weeks prior to the date upon which the employee is due to return to work from parental leave.

19.5 Maternity leave

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

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

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

19.5.2 When the employee gives notice under 19.5.1(a), the employee must also provide a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.

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

19.5.4 Subject to 19.2.1 and unless agreed otherwise between the employer and employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of birth.

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

19.5.6 Special maternity leave

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

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

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

19.5.7 Where leave is granted under 19.5.4, during the period of leave an employee may return to work at any time, as agreed between the employer and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.

19.6 Paternity leave

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

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

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

19.6.1(c) except in relation to leave taken simultaneously with the child's mother under 19.2.2 or 19.4.1(a), a statutory declaration stating:

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

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

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

19.6.2 The employee will not be in breach of 19.6.1 if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

19.7 Adoption leave

- 19.7.1** The employee will notify the employer at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.
- 19.7.2** Before commencing adoption leave, an employee will provide the employer with a statutory declaration stating:
- 19.7.2(a)** the employee is seeking adoption leave to become the primary care-giver of the child;
 - 19.7.2(b)** particulars of any period of adoption leave sought or taken by the employee's spouse; and
 - 19.7.2(c)** that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.
- 19.7.3** An employer may require an employee to provide confirmation from the appropriate government authority of the placement.
- 19.7.4** Where the placement of a child for adoption with an employee does not proceed or continue, the employee will notify the employer immediately and the employer will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.
- 19.7.5** An employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.
- 19.7.6** An employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The employee and the employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to two days unpaid leave. Where paid leave is available to the employee, the employer may require the employee to take such leave instead.

19.8 Parental leave and other entitlements

An employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks or a longer period as agreed under 19.4.

19.9 Transfer to a safe job

- 19.9.1** Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee will, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.
- 19.9.2** If the transfer to a safe job is not practicable, the employee may elect, or the employer may require the employee to commence parental leave for such period as is certified necessary by a registered medical practitioner.

19.10 Returning to work after a period of parental leave

- 19.10.1** An employee will notify the employer of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.
- 19.10.2** Subject to 19.10.4 an employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to 19.9, the employee will be entitled to return to the position held immediately before the transfer.
- 19.10.3** Where the position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

19.11 Replacement employees

- 19.11.1** A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.
- 19.11.2** Before an employer engages a replacement employee, the employer must inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

19.12 Communication during parental leave

- 19.12.1** Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:
- 19.12.1(a)** make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and

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

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

19.12.3 The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with 19.12.1.

20. LONG SERVICE LEAVE

20.1 Entitlement to leave

20.1.1 Employees shall be entitled to long service leave in respect of continuous service with the Employer.

20.2 Period of leave

20.2.1 The amount of long service leave shall be as follows:

20.2.1(a) In the case of an employee who has completed at least seven years service and whose employment is terminated prior to completion of ten years service, leave shall be calculated at the rate of 0.87 weeks per year of service.

20.2.1(b) In the case of an employee who has completed at least ten years but less than twenty years service, leave shall be calculated at the rate of one week per each year of service.

20.2.1(c) In the case of an employee who has completed at least twenty years service, leave shall be calculated at the rate of 1.4 weeks per each year of service.

20.2.1(c)(i) Such leave shall be granted and taken and, except as provided elsewhere in this clause, payment in lieu thereof shall not be made or accepted.

20.2.1(c)(ii) Where termination of employment occurs after one year's continuous service due to:

- resignation or retirement at age 52 or more; or
- death or incapacity at any age;
- long service leave will be calculated on the basis of 1.4 weeks per year of service.

20.3 Calculation of continuous service

20.3.1 The following absences shall not break the continuity of service and shall, subject to any limitation herein, count as service:

20.3.1(a) Absence on any annual leave or long service leave;

20.3.1(b) Absence following any termination of the employment by the Employer if such termination has been made merely with the intention of avoiding obligations under this clause in respect of long service leave;

20.3.1(c) Absence necessitated by personal sickness or injury of which not more than fifteen working days a year shall count as service;

20.3.1(d) Absence in respect of any period during which the employee shall have served as a member of the Naval, Military or Air Forces of the British Commonwealth, or as a member of the Civil Construction Corps established under the *National Security Act 1939* (as amended) or absence on compulsory service in any of the Armed Forces under the *National Service Act 1951* (as amended).

20.3.2 Provided that the employee as soon as reasonably practicable on the completion of any such service resumes employment with the Employer.

20.3.3 For the purpose of this clause, the following absences shall not break the continuity of service, but the period of such absence shall not count as service:

20.3.3(a) Absence following any termination of the employment by the Employer on any ground other than slackness of trade, if the employee is re-employed by the Employer within a period not exceeding two months from the date of such termination.

20.3.3(b) Absence following any termination of the employment by the Employer on the ground of slackness of trade if the employee is re-employed by the Employer within a period not exceeding six months from the date of such termination.

20.3.3(c) Absence of the employee authorised by the Employer at any time.

20.3.3(d) Absence arising directly or indirectly from an industrial dispute but only if the employee returns to work in accordance with the terms of settlement of the dispute.

20.3.3(e) Absence from work by reason of any cause not being a cause specified in this clause for a period in excess of fourteen days shall be deemed to break the contract of employment and the continuity of service for the purposes of this award unless the employee notifies the Employer in writing of the reason for his/her absence and is given acknowledgment by the Employer that such reason for absence is acceptable to the Employer.

20.4 Service before commencement of award

For the purpose of calculating the entitlement to leave, continuous service of an employee in the employment of the Employer immediately prior to the coming into operation of this award shall be taken into account.

20.5 Time of taking leave

Long service leave shall be granted and taken at such time as may be agreed between the Employer and the employee having regard to the needs of the establishment where the employee is working.

20.6 Payment on termination for leave not taken

Where the employment of an employee is terminated other than by death and the employee has an entitlement to long service leave, the employee shall be deemed to have entered upon and taken the leave from the date of such termination and the Employer shall forthwith pay to the employee in full ordinary pay for such leave.

20.7 Payment on death

20.7.1 Where an employee dies during employment and any long service leave to which the employee is entitled under the conditions of this award has not been taken or received in full, then the money value of the long service leave not taken or received shall be paid or applied in whole or in part at the discretion of the Employer to or for the benefit of one or more of the following as the Employer in its discretion shall determine:

20.7.1(a) the widow or widower of the employee;

20.7.1(b) the children of the employee or any one or more of them;

20.7.1(c) any other persons (or any one or more of them) being persons who in the opinion of the Employer were dependent upon the employee at the date of the employee's death;

20.7.1(d) the legal personal representative of the employee.

20.7.2 Payment of the amount due under this clause in accordance with the foregoing provisions shall be deemed to be a full discharge of all obligations arising under this award with respect to long service leave.

20.8 Payment of period of leave

20.8.1 Each employee shall be paid for each week of leave the employees ordinary rate of pay applicable at the date of taking the period of leave. Such rate of pay shall be for the standard hours prescribed by the award.

20.8.2 For the purposes of this clause, rate of pay shall not include:

20.8.2(a) Overtime, commissions, bonuses, allowances or the like.

20.8.2(b) No deductions shall be made from the rate of pay for board and/or lodging or the like which is not provided and taken during the period of leave.

20.9 Method of payment

20.9.1 Payment shall be made in one of the following ways:

20.9.1(a) in full before the employee goes on leave, or

20.9.1(b) at the same time as the employee's salary would have been paid if the employee had remained at work,

20.9.1(c) in any other way agreed between the Employer and the employee.

20.10 Public holidays and annual leave during period of leave

Any long service leave shall be inclusive of any public holidays specified in the award occurring during the period when the leave is taken, but shall not be inclusive of any annual leave.

20.11 Transmission of business

20.11.1 For the purpose of this clause where a business has, whether before or after the coming into operation of this award been transmitted from an employer (in this paragraph called **the transmittor**) to another employer (in this paragraph called **the transmittee**) and the employee who at the time of such transmission was an employee of **the transmittor** in that business becomes an employee of **the transmittee**:

20.11.1(a) the continuity of service of such employee shall be deemed not to have been broken by reason only of the transmission; and

20.11.1(b) the period of the continuous service which the employee has had with the transmittor (or any prior transmittor) shall be deemed to be continuous service of the employee with the transmittee.

20.11.2 In this clause **transmission** includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and **transmitted** has a corresponding meaning.

20.12 Leave to be in satisfaction of all rights

The entitlement to long service leave provided for in this clause shall be in substitution for and satisfaction of any other long service leave, or benefit in the nature of long service leave, to which the employee may be entitled in respect of the service referred to in 20.1.

20.13 Records

The Employer shall keep an adequate long service leave record.

21. GRIEVANCE AND DISPUTES PROCESS

- 21.1** Any grievance, complaint, dispute or matter likely to create a dispute shall, where possible, be settled by discussion on the job in the following manner:
- 21.1.1** by the employee contacting his or her manager who will investigate and endeavour to resolve the issue; or
 - 21.1.2** if the process in 21.1.1 fails the issue will be subject to discussions between the employee and representatives of the Employer and the Association or any other nominated representative of the employee.
- 21.2** If the grievance, complaint, dispute or likely dispute continues to remain unresolved the Association or any other nominated representative of the employee shall have the right on behalf of the employee to meet with the appropriate Employer management or their senior personnel representative.
- 21.3** At each stage the process should be undertaken with all possible expedition and any undue delays kept to a minimum.
- 21.4** During the consultation process the Employer or the Association or any other nominated representative of the employee may at any time request and receive information relating to the matter in dispute.
- 21.5** If in the event of the process failing to resolve the matter either party shall have the right to refer the matter to the Australian Industrial Relations Commission for final resolution.
- 21.6** Work shall continue without disruption or disturbance while the grievance and disputes process is in progress.

22. REDUNDANCY PAY

22.1 Application

22.1.1 This clause shall not apply to employees whose contract of employment is:

22.1.1(a) casual,

22.1.1(b) seasonal, or

22.1.1(c) for a specific term or specific project.

22.1.2 This clause shall not apply to an employee whose position is Redundant and who accepts an offer of an alternative position with the Employer regardless of the duties, title or terms and conditions of employment applying to the alternative position.

22.2 Definitions

22.2.1 **Redundancy** means an employment situation where the Employer no longer requires the job carried out by an employee to be carried out by anyone.

22.2.2 **Retrenchment** means the termination of employment by the Employer of an employee whose position has become Redundant.

22.2.3 Terms and conditions of employment are no less favourable overall:

22.2.3(a) if the employee is required to relocate to a place of work requiring additional travel to and from work:

22.2.3(a)(i) and the relocation is consistent with the Employee's contract of employment, or

22.2.3(a)(ii) where the additional travel imposes undue hardship on the employee and the employee is offered reasonable incentives or altered terms and conditions of employment to accommodate the additional travel.

22.2.3(b) where the duties of, or skills and competencies required for, the new position offered to the employee:

22.2.3(b)(i) are comparable to the Redundant position, or

22.2.3(b)(ii) are capable of performance by the employee with appropriate training and the employee is offered appropriate training.

22.2.3(c) where the new position is with:

22.2.3(c)(i) the Employer, there is no reduction in total remuneration, or assigned job grade, or

22.2.3(c)(ii) an employer other than the Employer, there is no reduction in total remuneration.

22.3 Redundancy and retrenchment – notice

22.3.1 If an employee is Retrenched the employee will be given notice of termination, or payment in lieu, in accordance with the terms and conditions of the employee's employment.

22.3.2 An employee who has been given notice of termination of employment is required to work up to the last day of the notice period. The Employer may approve an employee's request for termination during the notice period and such approval will not be unreasonably withheld. All of the employee's entitlements will be calculated up to the date the employee ceases employment.

22.3.3 If an employee ceases employment during the notice period without the Employer's approval, the employee will forfeit payment for the balance of the notice period and the Redundancy Pay.

22.4 Payments on retrenchment

A Retrenched employee will receive the following:

22.4.1 Redundancy pay

Three months Salary plus 0.7 months Salary per year of completed service, pro rata to completed days of service up to a maximum of two years Salary. Provided that the employee's Redundancy Pay will be reduced by the amount that the total due to be paid to the employee for pay in lieu of notice and Redundancy Pay exceeds two years Salary and one month's payment in lieu of Notice, or in the case of an employee who is over 45 years of age exceeds two years Salary, one month and one week's payment in lieu of Notice.

22.4.2 Annual Leave

Payment of all accrued annual leave and annual leave loading.

22.4.3 Long Service Leave

Payment of all accrued long service leave.

22.4.3(a) If an employee has less than seven years continuous service the Employer will pay pro rata long service leave on the following basis:

22.4.3(a)(i) Staff under age 52

at the rate of 1.0 weeks per year of service; pro rata to completed days of service

22.4.3(a)(ii) Staff aged 52 and over

at the rate of 1.4 weeks per year of service; pro rata to completed days of service.

22.4.4 No less favourable employment

Where a Retrenched Employee was prior to the Retrenchment offered employment by:

22.4.4(a) the Employer,

22.4.4(b) the employer for a business which was transmitted by the Employer at the time of the Redundancy, or

22.4.4(c) another employer at the Employer's initiative,

on terms and conditions no less favourable overall than the Employee's existing contract and which provides for continuity of service of the Employee and the Employee fails to accept the employment the Employee will not receive the benefit of 22.4.1 or the additional long service leave in 22.4.3.

22.5 Part-time/full-time employees

Employees who have both full-time and part-time service will be entitled to Redundancy Pay calculated on a pro rata basis. Part-time years of service will be converted to equivalent full-time years of service at the actual annualised full-time rate of salary for the purposes of the calculation, which will apply to both notice and Redundancy Pay.

22.6 General termination of employment

Nothing contained in this clause shall be construed to mean that the Employer may not terminate an Employee's employment:

22.6.1 in the normal course of business in the manner provided by this Award, or

22.6.2 without notice for malingering, inefficiency, neglect of duty or misconduct,

without the Employer being required to give the Employee the benefit of this clause.

23. ANTI-DISCRIMINATION

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

responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

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

23.3 Nothing in this clause is taken to affect:

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

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

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

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

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