

AW778713CRV [loose-leaf version]

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

AUSTRALIAN INDUSTRIAL REGISTRY LOOSE-LEAF CONSOLIDATION

THE DRILLING AND EXPLORATION INDUSTRY (AWU) AWARD 1998

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AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

*Workplace Relations Act 1996*

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

**DRILLING AND EXPLORATION INDUSTRY AWARD 1991**

(ODN C No. 21071 of 1990)

[Print J7054 [D0068]]

(C No. 00086 of 1998)

Various employees

Mining industry

COMMISSIONER WILKS

SYDNEY, 14 JANUARY 1999

*Award simplification*

**ORDER**

A. Further to the decision issued by the Commission on 12 January 1999, [Print R0696] the above award is varied as follows:

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

**1. AWARD TITLE**

This award will be known as The Drilling and Exploration Industry (AWU) Award 1998.

**2. ARRANGEMENT**

This award is arranged as follows:

1. Award Title
2. Arrangement
3. Definitions
4. Date The Award Starts
5. When and Who The Award Covers
6. Who Is Bound By The Award
7. Relationship With Other Awards
8. Enterprise Flexibility Provisions
9. Work Organisation
10. Procedure To Avoid Industrial Disputes
11. Anti Discrimination
12. Standdown Of Employees
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15. Notice Of Termination Of Employment
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  - 25.4 Part-time Work
26. Jury Service
27. Public Holidays

**Schedule A**      Schedule of Respondents

**3. DEFINITIONS**

**3.1 General**

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

**3.1.2**      Union means the Australian Workers' Union.

**3.1.3**      Classification and description of tasks

**3.1.3(a)**    The classes of work set out in the following definitions are descriptive of the tasks performed by employees covered by the classifications. They are not restrictive in their application.

**3.1.3(b)**    As part of their normal duties employees may be required to drive any mobile unit to and from the work site or drive any such unit from one location to another, or in any other circumstances which the employer may require.

### **3.1.4 Exploration drillers**

[3.1.4 substituted by S2377 from 11Jan2000]

#### **3.1.4(a) Driller Grade 1**

A person who is trained in and is competent to perform duties and exercise responsibilities relevant to the operation of a single drilling technique. Such technique includes only one of the following:

- Auger, Rotary Air Blast/Air Core, Mud Rotary, Reverse Circulation or Diamond

#### **3.1.4(b) Driller Grade 2**

A person who is trained in and is competent to perform duties and exercise responsibilities relevant to the operation of:

**3.1.4(b)(i)** Single Drilling Techniques from either of the following:

- Deep Reverse Circulation – with high pressure compressors and boosters or Deep Diamond with wedging and directional control or using down hole motors; or

**3.1.4(b)(ii)** Multiple Drilling Techniques from more than one of the following:

- Auger, Rotary Air Blast/Air Core, Mud Rotary, Reverse Circulation, Diamond, Deep Reverse Circulation – with high pressure compressors and boosters, Deep Diamond – with wedging and directional control or using down hole motors.

#### **3.1.4(c) Driller Grade 3**

A person competent to drill using all techniques listed as requirements of a Grade 2 Driller and who is designated as the Senior Driller for the purpose of drill program planning together with provision of hands-on training to trainee drillers, Grade 1 and Grade 2 Drillers.

### **3.1.4(d) Water well drillers**

#### **3.1.4(d)(i) Grade 1**

A person who is trained and competent to perform duties and exercise responsibilities relevant to the operation of a single drilling technique for the construction of water wells in non-flowing single aquifer systems. Such technique includes one only of the following:

#### **Auger, Cable Tool, Air Rotary, Mud Rotary**

#### **3.1.4(d)(ii) Grade 2**

A person who satisfies the requirements of a Grade 2 Water Well Driller, who is designated as the Senior Driller of the crew, who has had more than five years experience as a trained driller and who is designated with the responsibility for the supervision of more than one drilling rig.”

### **3.1.5 Driller's assistant**

A person who is competent to perform the following duties:

- Load, drive and unload heavy vehicles
- Cart water and fuel
- Operate ancillary equipment
- Assist to set up/dismantle/move drill rigs and equipment
- Add/remove drill rods/augers and other down hole tools
- Dig and clean mud pits/drains
- Mix and test drilling fluids/chemicals/cement
- Collect/layout/pack/label/despatch formation samples and cores
- Assist to slot/weld and insert casing or screens
- Assist with well development and pumping tests
- Record data
- Sharpen/service drill bits, hammers, core barrels and other down hole tools

- Clean drill and camp sites
- Clean drill rigs, vehicles, equipment and tools
- Perform routine service and maintenance on drill rigs, vehicles, ancillary equipment and tools
- Assist with repairs and overhauls
- Operate radio communication equipment
- Check safety equipment
- Perform first aid where required

**3.1.6 Exploration development worker**

Shall include, but not be restricted to, a prospecting miner.

**3.1.7 Field assistant grade 2**

A person who is required to:

- Use geosurveying techniques
- Use and maintain equipment for geosurveying techniques
- Operate equipment for line clearing, road building and site preparation

**3.1.8 Field assistant grade 1**

A person who is required to:

Carry out general prospecting and field duties as directed.

**3.1.9 Pilot plant operator**

A person who is responsible for the operation of any pilot plant in an industry covered by this award.

**3.1.10 Trainee drill operator**

A person who is specifically engaged to be trained on drill operation techniques, provided that such a person will not remain a trainee for longer than a period of twelve months.

**3.1.11 Utility worker**

A person who is required to:

- Clean up around base
- Clean vehicles
- Provide fire wood
- Clear survey lines
- Prepare drill sites
- Maintain roads and tracks
- Assist other classifications

### **3.1.12 Shift Work**

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

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

"Rostered Shift" means a shift of which the employee concerned has had at least 48 hours notice.

## **4. DATE THE AWARD STARTS**

**4.1** This award comes into force on 14 January 1999 and remains in force for a period of 12 months.

## **5. WHERE AND WHO THE AWARD COVERS**

### **5.1 Where does the award apply?**

The award applies in all States and Territories of Australia.

### **5.2 Who does the award apply to?**

This award relates to the industry of persons employed in any capacity whether full-time or casual on work in in connection with the following industries or callings:

- prospecting, surveying, exploration and drilling for minerals and metals; and
- boring for water
- The award does not apply to persons employed in blast hole and geotechnical drilling nor does it apply to work properly covered by the Oil Drilling Rig Workers' (Onshore) Award 1981 or its successor.

## **6. WHO IS BOUND BY THIS AWARD?**

**6.1** This award binds the Australian Worker's Union, its Federal and State officers, and its members; and the employers specified in Schedule A

**6.2** The award applies to the employees of the employers identified above, whether members of the Australian Worker's Union or not.

### **6.3 Transmission of business**

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

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

**6.3.1(b)** the period of employment, which the employee has had with the transmitter or any prior transmitter, will be deemed to be service of the employee with the transmittee.

**6.3.2** In this clause “*business*” includes trade, process, business or occupation and includes part of any such business. “*Transmission*” includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and “*transmitted*” has a corresponding meaning.

## **7. RELATIONSHIP WITH OTHER AWARDS**

This award replaces the Drilling and Exploration Industry Award 1991, Drilling and Exploration Industry (Roping-in No. 1) Award 1991, Drilling and Exploration Industry (Roping-in No. 2) Award 1991, Drilling and Exploration Industry (Roping-in No. 3) Award 1991, The drilling and Exploration (Roping-in No 1) Award 1998 relating to employment in the industry covered by this award, but no right, obligation or liability accrued or incurred under such previous award will be affected.

## **8. ENTERPRISE FLEXIBILITY PROVISIONS**

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

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

**8.1.1** A consultative mechanism and procedures appropriate to the size, structure and needs of the enterprise or workplace will be established.

**8.1.2** For the purpose of the consultative process the employees may nominate the Union or another to represent them.

**8.1.3** Where agreement is reached an application will be made to the Commission.

## **9. WORK ORGANISATION**

**9.1** Employees must undertake duties as directed within the limits of their competence and training.

Any direction issued by the employer will be consistent with the employer's responsibility to provide a safe and healthy working environment.



## **10. PROCEDURE TO AVOID INDUSTRIAL DISPUTATION**

**10.1** In the event of a dispute arising in the workplace the procedure to be followed to resolve the matter will be as follows:

**10.1.1** The employee and their supervisor will meet and confer on the matter; and

**10.1.2** If the matter is not resolved at such a meeting, the parties will arrange for further discussions between the employee and his or her nominated representative, if any, and more senior levels of management.

**10.2** If the matter is still not resolved a discussion will be held between the representative of the employer and the employee's representative.

**10.3** If the matter cannot be resolved it may be referred to the Commission.

**10.4** While the parties attempt to resolve the matter, work will continue as normal unless an employee has a reasonable concern about an imminent risk to his or her health and safety.

## **11. ANTI-DISCRIMINATION**

**11.1** 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, natural extraction or social origin.

**11.2** 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.

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

- any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;
- junior rates of pay, until 22 June 2000 or later date determined by the Commission in accordance with s.143(1E) of the Act;
- 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.
- the exemptions in s.170CK(3) and (4) of the Act.

## **12. STAND DOWN OF EMPLOYEES**

**12.1** An employer may deduct payment for any day or part of a day on which an employee cannot be usefully employed for the following reasons:

- a strike or stop-work meeting;
- a breakdown of machinery;
- any cause for which the employer cannot reasonably be held responsible

**12.2** In respect of each of the reasons specified in clause 12.1 continuity of service is to be protected for the purpose of annual leave, holidays and sick pay, as provided by this award.

## **13. TYPES OF EMPLOYMENT**

### **13.1 General**

**13.1.1** Employees under this award will be employed in one of the following categories:

- full-time employees; or
- casual employees.

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

### **13.2 Casual employment**

**13.2.1** A casual employee is an employee engaged by the hour.

[13.2.2 varied by PR965730 ppc 24Nov05]

**13.2.2** A casual employee will be paid per hour at the rate of 1/40 of the weekly rate prescribed for the class of work performed, plus 25%

**13.2.3** Casual employees will not be entitled to the annual leave, sick leave and public holidays prescribed by this award.

**13.2.4** Termination of all casual engagements will require one day's notice on either side given at any time during the week or the payment of forfeiture of one day's pay as the case may be.

**13.2.5** On each occasion a casual employee is required to attend work he or she is entitled to a minimum payment for eight hours work.

### **13.3 Juniors**

The minimum rate to be paid to an employee who has not attained eighteen years of age will be 70 per cent of the appropriate adult rate for the class of work performed.

## 13.4 Supported wage system

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

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

**13.4.1(b) Accredited assessor** means a person accredited by the managing unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system.

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

**13.4.1(d) Assessment instrument** means the form provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system.

## 13.4.2 Eligibility criteria

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

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

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

### **13.4.3 Supported wage rates**

**13.4.3(a)** Employees to whom this clause applies will be paid the applicable percentage of the minimum rate of pay prescribed by this award for the class of work which the person is performing according to the following schedule:

Assessed capacity (clause 13.4.5)	% of prescribed award rate
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

[13.4.3(b) varied by PR941116 PR953875; PR966096 ppc 03Dec05]

**13.4.3(b)** Provided that the minimum amount payable will be not less than \$62.00 per week.

**13.4.3(c)** Where a person's assessed capacity is 10%, they will receive a high degree of assistance and support.

### **13.4.4 Assessment of capacity**

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

- the employer and a union party to the award, in consultation with the employee or, if desired by any of these; or
- the employer and an accredited assessor from a panel agreed by the parties to the award and the employee.

### **13.4.5 Lodgment of assessment instrument**

**13.4.5(a)** All assessment instruments under the conditions of this clause, including the appropriate percentage of the award wage to be paid to the employee, will be lodged by the employer with the Registrar of the Australian Industrial Relations Commission.

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

**13.4.6 Review of assessment**

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

**13.4.7 Other terms and conditions of employment**

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

**13.4.8 Workplace adjustment**

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

**13.4.9 Trial period**

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

**13.4.9(b)** During that trial period the assessment of capacity will be undertaken and the proposed wage rate for a continuing employment relationship will be determined.

[13.4.4(c) varied by PR941116 PR953875; PR966096 ppc 03Dec05]

**13.4.9(c)** The minimum amount payable to the employee during the trial period will be no less than \$62.00 per week.

**13.4.9(d)** Work trials should include induction or training as appropriate to the job being trialled.

13.4.9(e) Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under subclause 13.4.4 hereof.

## 14. REDUNDANCY

[14 substituted by PR949761 ppc 19Jul04]

### 14.1 Definitions

14.1.1 **Business** includes trade, process, business or occupation and includes part of any such business.

14.1.2 **Redundancy** occurs where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone and that decision leads to the termination of employment of the employee, except where this is due to the ordinary and customary turnover of labour.

14.1.3 **Small employer** means an employer who employs fewer than 15 employees.

14.1.4 **Transmission** includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and **transmitted** has a corresponding meaning.

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

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

### 14.2 Transfer to lower paid duties

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

### 14.3 Severance pay

#### 14.3.1 Severance pay – other than employees of a small employer

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

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

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

#### 14.3.2 Severance pay – employees of a small employer

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

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

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

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

**14.3.4** Service prior to the 19<sup>th</sup> July 2004, shall not be taken into account in calculating an entitlement to severance pay for an employee of a small employer pursuant to 14.3.2.

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

#### **14.4 Employee leaving during notice period**

An employee given notice of termination in circumstances of redundancy may terminate his/her employment during the period of notice set out in clause 15 - Notice of Termination. In this circumstance the employee will be entitled to receive the benefits and payments they would have received under this clause had they remained with the employer until the expiry of the notice, but will not be entitled to payment in lieu of notice.

#### **14.5 Alternative employment**

- 14.5.1** An employer, in a particular redundancy case, may make application to the Commission to have the general severance pay prescription varied if the employer obtains acceptable alternative employment for an employee.
- 14.5.2** This provision does not apply in circumstances involving transmission of business as set in 14.7.

#### **14.6 Job search entitlement**

- 14.6.1** During the period of notice of termination given by the employer in accordance with 15.1, an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- 14.6.2** If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or he or she shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.
- 14.6.3** The job search entitlements under this subclause apply in lieu of the provisions of 15.3.

#### **14.7 Transmission of business**

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



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

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

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

**14.7.2** The Commission may vary 14.7.1(b) if it is satisfied that this provision would operate unfairly in a particular case.

## **14.8 Employees exempted**

This clause does not apply to:

- employees terminated as a consequence of serious misconduct that justifies dismissal without notice;
- probationary employees;
- apprentices;
- trainees;
- employees engaged for a specific period of time or for a specified task or tasks; or
- casual employees.

## **14.9 Incapacity to pay**

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

# **15. NOTICE OF TERMINATION OF EMPLOYMENT**

## **15.1 Notice of termination by employer**

**15.1.1** In order to terminate the employment of an employee the employer must give to the employee the period of notice specified in the table below:

**Period of continuous service****Period of notice**

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

**15.1.2** In addition to the notice in 15.1.1, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, are entitled to an additional week's notice.

**15.1.3** Payment in lieu of the prescribed notice in 15.1.1 and 15.1.2 must be made if the appropriate notice period is not required to be worked. Provided that employment may be terminated by the employee working part of the required period of notice and by the employer making payment for the remainder of the period of notice.

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

**15.1.4(a)** the employee's ordinary hours of work (even if not standard hours); and

**15.1.4(b)** the amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties; and

**15.1.4(c)** any other amounts payable under the employee's contract of employment.

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

**15.1.5(a)** in the case of dismissal for serious misconduct;

**15.1.5(b)** to apprentices;

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

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

**15.1.5(e)** to casual employees.

## **15.2 Notice of termination by an employee**

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

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

## **15.3 Job search entitlement**

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

## **15.4 Transmission of business**

Where a business is transmitted from one employer to another, as set out in clause 14 - Redundancy, the period of continuous service that the employee had with the transmittor or any prior transmittor is deemed to be service with the transmittee and taken into account when calculating notice of termination. However, an employee shall not be entitled to notice of termination or payment in lieu of notice for any period of continuous service in respect of which notice has already been given or paid for.

## **16. CLASSIFICATIONS AND WAGE RATES**

[16 set aside and substituted by D0068 Mis 436/99 from 14Jan99]

### **16.1 Wage rates**

An adult employee of a classification specified in the table hereunder (other than an apprentice or an employee in respect of whom a certificate under s.123 of the Act is in force) will be paid not less than the rate per week assigned to the classification for the area in which such employee is working. An employee's rate of pay is inclusive of the award rate set out in clause 16.2 hereof.

[16.2 substituted by S2377 T3952 PR911760 PR925236 PR941116 PR953875; PR966096 ppc 03Dec05]

**16.2** For work done during the ordinary hours an employee will receive a rate assigned to the particular classification as set out below:

<b>Classification</b>	<b>Minimum Rate per week \$</b>
Driller Grade 3	601.50
Driller Grade 2	578.20
Driller Grade 1	543.60
Exploration development worker	543.60
Field assistant grade 2	543.60
Pilot plant operator	529.10
Cook	525.00
Trainee driller	525.00
Field assistant grade 1	510.40
Driller's assistant	501.80
Cook's assistant	487.80
Utility worker	487.80

### **16.3 Arbitrated safety net adjustment**

[16.3 substituted by T3952 PR911760 PR925236 PR941116 PR953875; PR966096 ppc 03Dec05]

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

[16.4 substituted by T3952 ppc 03Dec00]

**16.4** 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.

## **17. PENALTY RATES**

### **17.1 Shift allowance**

[17.1.1 varied by T3952 PR911760 PR925236 PR941116 PR953875; PR966096 ppc 03Dec05]

**17.1.1** A shift worker, while engaged on afternoon or night shifts will be paid in addition to his or her ordinary rate of wage an allowance of \$15.00 per eight hours shift. Provided that this amount will be increased by the same percentage as the wage rate for the classification of Utility Worker is increased from time to time.

**17.1.2** Where a shift work roster is used, the ordinary hours when working on shift work will not exceed 8 in any day, except when an excess is caused by the normal rotation of shifts.

**17.1.3** A shift of more than four hours duration will include a paid crib break of thirty minutes which may be taken at such time as not to interrupt continuity of work where continuity is necessary.

## **17.2 Weekend penalty rates**

**17.2.1** The minimum rate to be paid to any shift worker for work performed during ordinary hours between midnight Friday and midnight Saturday will be time and a half.

**17.2.2** The minimum rate to be paid to any shift worker for work performed between midnight Saturday and midnight Sunday will be double time.

## **17.3 Public holidays**

**17.3.1** An employee who works on a Sunday will be paid at the rate of double time, such double time to continue until the employee is relieved from duty.

**17.3.2** An employee who works on a public holiday will be paid at the rate of double time and a half, such double time and a half to continue until the employee is relieved from duty.

**17.3.3** All time worked by an employee other than a casual on a public holiday prescribed in clause 27.1 will be paid for at the rate of double time and one half for the hours worked.

**17.3.4** Alternatively, such employees who worked on a prescribed holiday may, by agreement, perform such work at ordinary rates plus half-time additional in that week provided that equivalent paid time is added to the employee's annual leave or one day in lieu of such public holiday will be allowed to the employee during the week in which such holiday falls. Provided that such holiday may be allowed to the employee within 28 days of such holiday falling due.

## **18. MIXED FUNCTIONS**

An employee engaged for more than two hours on any day or shift on duties carrying a higher rate than his or her ordinary classification will be paid the higher rate for such day or shift.

If so engaged for two hours or less on any day or shift such employee will be paid the higher rate for the time so worked.

## **19. PAYMENT OF WAGES**

- 19.1** Wages will be paid weekly or fortnightly and where applicable, not later than the third day after they fall due.
- 19.2** The employer will make payment of wages to an employee by electronic funds transfer to the employee's account at a bank, building society or credit union which has the facility to receive funds by such a method.
- 19.3** On or prior to pay day, or as soon as practicable, the employer will state to each employee in writing the amount of wages to which he or she is entitled, the amount of deductions made therefrom and the net amount being paid to the employee.
- 19.4** Upon termination of employment by the employer or by notice pursuant to Clause 15 of this Award, wages due to an employee will be paid on the day of such termination, or forwarded to the employee by post on the next working day.

## **20. ALLOWANCES**

### **20.1 Camping Allowance**

[20.1.1 varied by T3952 PR911760 PR925236 PR941116 PR953875; PR966096 ppc 03Dec05]

- 20.1.1** Employees who are required to camp or to live at the site of any work either by direction of the employer or because no reasonable transport facilities are available to enable them to proceed to and from their homes each day, will be paid a camping allowance of \$144.20 for every complete week they are available for work. Such weekly allowance is to cover any fares incurred at the weekend by employees travelling away from camp to their homes and return, but employees who are absent from duty without the employer's approval on the working day immediately prior to or succeeding a weekend will be paid as provided in the following sentence. If required to be in camp for less than a complete week they will be paid \$20.60 per day, including any Saturday or Sunday if in camp and available for work on the working days immediately preceding and succeeding such Saturday or Sunday.

[20.1.2 varied by T3952 PR911760 PR925236 PR941116 PR953875; PR966096 ppc 03Dec05]

- 20.1.2** Provided that when an employer at his or her own cost provides the employee with a proper mess room and cooks the employee's food free of charge, or the employer provides adequate meals free of charge, the allowance provided in subclause 20.1.1 hereof will be reduced to \$79.80 per week, or \$11.40 per day as the case may be.

**20.1.3** Despite the provisions elsewhere prescribed in this clause, if an employer elects to provide full board and suitable lodging, the allowance prescribed herein will not be payable.

**20.2.1 Location Allowances - Western Australia**

[20.2.1 varied by T3952 PR911760 PR925236 PR941116 PR953875; PR966096 ppc 03Dec05]

In addition to all other amounts due to employees in Western Australia, an employee will be paid the following allowances when employed in the town prescribed as follows:

<b>TOWN</b>	<b>Per week</b>
	\$
Agnew	17.30
Argyle	45.60
Balladonia	17.40
Barrow Island	29.70
Boulder	7.20
Broome	27.70
Bullfinch	8.20
Carnarvon	14.20
Cockatoo Island	30.40
Coolgardie	7.20
Cue	17.70
Dampier	24.00
Denham	14.20
Derby	28.80
Esperance	5.20
Eucla	19.40
Exmouth	25.00
Fitzroy Crossing	34.80
Goldsworthy	15.40
Halls Creek	39.90
Kalbarri	6.00
Kalgoorlie	7.20
Kambalda	7.20
Karratha	28.60
Koolan Island	30.40
Koolyanobbing	8.20
Kununurra	45.60
Laverton	17.60
Learmonth	25.00
Leinster	17.30
Leonora	17.60

<b>TOWN</b>	<b>Per week</b> \$
Madura	18.40
Marble Bar	43.80
Meekatharra	15.20
Mount Magnet	19.00
Mundrabilla	18.90
Newman	16.60
Norseman	14.90
Nullagine	43.70
Onslow	29.70
Pannawonica	22.40
Paraburdoo	22.30
Port Hedland	23.90
Ravensthorpe	9.20
Roebourne	32.90
Sandstone	17.30
Shark Bay	14.20
Shay Gap	15.40
Southern Cross	8.20
Telfer	40.50
Teutonic Bore	17.30
Tom Price	22.30
Whim Creek	28.40
Wickham	27.60
Wiluna	17.60
Wittenoom	38.70
Wyndham	42.90

**20.2.2** Except as provided in subclause 20.2.4 of this clause, an employee who has:

**20.2.2(a)** A dependant, will be paid double the allowance prescribed in subclause 20.2.1 of this clause.

**20.2.2(b)** A partial dependant, will be paid the allowance prescribed in subclause 20.2.1 of this clause plus the difference between that rate and the amount such partial dependant is receiving by way of a district or location allowance.

**20.2.3.** Where an employee:

- is provided with board and lodging by his/her employer, free of charge; or
- is provided with an allowance in lieu of board and lodging by virtue of the award or an Order or Agreement made pursuant to the Act,



- such employee will be paid 66 and two thirds per cent of the allowances prescribed in subclause 20.2.1 of this clause.

**20.2.5** Subject to subclause 20.2.2 of this clause, junior employees, casual employees, and apprentices receiving less than adult rate and employees employed for less than a full week will receive that proportion of the location allowance as equates with the proportion that their wage for ordinary hours that week is to the adult rate for the work performed.

**20.2.6** Where an employee is on annual leave or received payment in lieu of annual leave he/she will be paid for the period of such leave the district allowance to which he/she would ordinarily be entitled.

**20.2.7** Where an employee is on long service leave or other approved leave with pay (other than annual leave) he/she will only be paid location allowance for the period of such leave he/she remains in the location in which he/she is employed.

**20.2.8** For the purpose of this clause:

- "Dependant" will mean:
  - a spouse or de facto spouse; or
  - a child where there is no spouse or de facto spouse;
  - who does not receive a district or location allowance.
- "Partial Dependant" will mean a "dependant" as prescribed in paragraph (a) of this subclause who receives a district or location allowance prescribed in subclause 20.2.1 of this clause.

**20.2.9** Where an employee is employed in a town or location not specified in this clause the allowance payable for the purpose of subclause 20.2.1 of this clause will be such amount as may be agreed between Australian Mines and Metals Association, the Chamber of Commerce and Industry Western Australian Industry and the Trades and Labor Council of Western Australia or, failing such agreement, as may be determined by the Commission. Provided that, pending any such agreement or determination, the allowance payable for that purpose will be an amount equivalent to the location allowance in force under this award for that town or location as at the date of the last adjustment.

**20.2.10** Nothing in this clause will have the effect of reducing any location allowance currently payable to any employee subject to the provision of this award whilst that employee as at the date of the last adjustment remains employed by his/her present employer.

- 20.2.11** Subject to the Commission Principles in force from time to time that part of each location allowance representing prices will be varied from the beginning of the first pay period commencing on or after the 1st day of July of each year in accordance with the annual percentage change in the Consumer Price Index (excluding housing) for Perth measured to the end of the immediately preceding March quarter, the calculation to be taken to the nearest 10 cents.
- 20.2.12** The allowance prescribed for Argyle is equated to that at Kununurra as an interim allowance.
- 20.2.13** The allowance prescribed for Barrow Island will be the allowance prescribed by Clause 8 of the Hydrocarbons and Gas (Production and Processing Employees) Award 1986, as amended from time to time. Except for the location allowance prescribed under subclause 20.2.1 the terms of this clause will not apply where they are inconsistent with the terms of Clause 8 of the Hydrocarbons and Gas (Production and Processing Employees) Award 1986.

### **20.3 Broken shifts**

[20.3 varied by T3952 PR911760 PR925236 PR941116 PR953875; PR966096 ppc 03Dec05]

Cooks and cook's assistants will be paid an additional \$6.40 all purpose weekly allowance for working broken shifts.

### **20.4 Leading hands**

[20.4 varied by T3952 PR911760 PR925236 PR941116 PR953875; PR966096 ppc 03Dec05]

A person specifically appointed to be a leading hand will be paid at the rate of the undermentioned amounts above the rates of the highest classification supervised, or the leading hand's own rate, whichever is the highest in accordance with the number of persons being supervised. These amounts will be paid for all purposes of the award:

in charge of not less than three and not more than ten persons	\$21.10
in charge of more than ten persons	\$31.00

### **20.5 Travelling Allowance - On Employment and Termination**

- 20.5.1** Subject to the provisions of this clause, an employer will reimburse fares reasonably incurred by an employee travelling from the place of engagement to the place of employment. Where the employer provides transport such reimbursement will not be required to be made.

**20.5.2** The employer will be entitled to deduct from the employee's earnings the amount of the fares paid under the provisions of subclause 20.5.1 of this clause. Such deductions will be made over the first six months of employment and in a manner agreed between the employer and the employee.

**20.5.3** If the employee completes six months continuous service with the employer or is dismissed before that time through no fault of his or her own, any amount deducted by the employer from the employee's wages pursuant to subclause 20.5.1 of this clause will be refunded to the employee.

**20.5.4** The employer will reimburse fares reasonably incurred from the place of employment to the place of engagement if the employee has completed six months continuous service with the employer, and has given notice in accordance with subclause 15 of this award. Such fares will also be reimbursed by the employer if the employee is dismissed before that time through no fault of his or her own. Provided that if the employer and the employee agree, fares under this subclause may be reimbursed to some other point if these fares are not more than the amount payable from the place of engagement. Where the employer provides transport such reimbursement will not be required to be made.

## **20.6 First aid allowance**

[20.6.1 varied by T3952 PR911760 PR925236 PR941116 PR953875; PR966096 ppc 03Dec05]

**20.6.1** A person covered under the terms of this Award who holds first-aid qualification will be paid an extra \$14.00 per week

## **20.7 Protective Clothing and Tool Allowance**

The employer will reimburse the employee for the purchase of the following items. Where here the employer supplies such items this clause will not apply.

- All necessary tools.
- Suitable gloves
- Masks
- Goggles
- Relavent safety gear

## **20.8 Damage to clothing or spectacles**

[20.8.1 varied by PR911760 PR925236; PR941116 ppc 03Dec03]

**20.8.1** If an employee leaves his or her clothing in quarters provided and such clothing is destroyed by fire, the employer will, unless such destruction is in any way caused by the employee's own act or neglect, compensate the employee for the extent of the loss sustained up to a limit of \$1,114.

**20.8.2** Compensation to the extent of the damage sustained will be made by the employer where, in the course of the work, an employee's clothing or spectacles are accidentally damaged or destroyed. Provided that this paragraph will not apply when the damage or destruction is the result of the employee's negligence or when the employee is entitled to workers' compensation in respect of such damage.

## **20.9 Travelling allowance - While Employed**

**20.9.1** The provisions of this clause will apply when the employee does not work pursuant to Clause 21.4 (Roster Cycle Provisions for Isolated Areas).

**20.9.2** When an employee is transferred from one place of employment to a new place of employment, the cost of transportation will be reimbursed by the employer and travelling time involved will be paid to the employee at ordinary rates up to a maximum of 8 hours per day. Where the employer provides transport such reimbursement will not be required to be made.

**20.9.3** When an employee is required to work away from the usual place of employment for a temporary period, the employer will reimburse transportation costs each way. All time spent by the employee travelling each way will be paid at ordinary rates up to a maximum of 8 hours per day. Where the employer provides transport such reimbursement will not be required to be made

**20.9.4** Where work is to be performed at a place away from a camp or pick up place, the employee will be paid travelling time each way at ordinary rates.

**20.9.5** If the employee is dismissed he or she will be provided on dismissal with reimbursement of travel expenses to the nearest place at which public transport is available or to his or her place of residence, whichever is the nearer by normal means of transport. Where the employer provides transport such reimbursement will not be required to be made

## **21. HOURS OF WORK**

**21.1** The ordinary hours of work will be 40 per week to be worked in a daily period of 8 hours continuously (except for meal breaks) Monday to Friday inclusive. Provided that the daily periods of 8 hours for a Cook and Cook's assistant may be worked within a spread of 11 hours from the time of commencing work in broken periods as required.

**21.2** Except as provided in 17.1.3 the normal 8 hour working day will be broken for a period of at least thirty minutes for an unpaid meal break. Such break will commence during the fourth or fifth hour after commencing time. By agreement between the employer and the majority of employees on a particular work site, the foregoing meal arrangements may be varied to suit particular working conditions.

**21.3** An employee will be entitled to a rest period of ten minutes duration in the employer's time in the first and second half of the employee's daily work period. Such rest pauses will be taken at such times as will not interfere with continuity of work, where continuity is necessary.

#### **21.4 Roster Cycle Provisions For Isolated Areas**

**21.4.1** In isolated areas, work may be carried out over consecutively recurring cycles of two or more weeks duration.

**21.4.2** A cycle will consist of a specified number of consecutive working days followed by a specified number of consecutive non-working days.

**21.4.3** Where Saturdays are worked in the cycle, in lieu of the provisions of Clause 17 (Shift Allowance and Clause 22 (Overtime) an employee will be paid at the rate of time and a half for the first 8 hours and double time thereafter.

**21.4.4** An employee will work such overtime as the cycle provides, and such additional overtime as may be mutually agreed.

**21.4.5** An assembly point in a town will be designated.

**21.4.6** The employer will reimburse the employee for any transportation costs between the designated assembly point and the camp, and vice versa, as the case may be. Where the employer provides transport such reimbursement will not be required to be made

**21.4.7** An employee will be paid at ordinary rates for the period between the time he is required to report to the designated assembly point and his arrival at the camp site.

**21.4.8** When an employee has completed the specified number of consecutive working days he or she will as soon as possible, be provided with reimbursement of any travelling costs to the designated town. Where the employer provides transport such reimbursement will not apply.

**21.4.9** An employee will be paid at ordinary rates for all time involved in travelling from the camp site to the designated town.

**21.4.10** Where work is being performed at a place away from the camp, an employee will be paid travelling time each way at ordinary rates.

## **22. OVERTIME**

**22.1** All time worked in excess of or outside the ordinary working hours prescribed by this award will be paid for at the rate of time and a half ordinary rates for the first two hours and double the ordinary rate thereafter, such double time to continue until the completion of the overtime work.

- 22.2** For the purpose of calculating overtime, each day will stand alone, except where such overtime continues into the next day.
- 22.3** Casual employees will have payment of overtime calculated on the ordinary rates of pay prescribed for the appropriate classifications in Clause 16 of this Award.
- 22.4** For all time worked on a shift other than a rostered shift the rates of pay will be time and a half for the first three hours and double time thereafter.

Except when the time is worked:

- 22.4.1** by arrangement between the employees themselves;
- 22.4.2** for the purposes of effecting the customary rotation of shifts; and
- 22.4.3** on a shift to which an employee is transferred on short notice as an alternative to standing the employee down in circumstances which would entitle the employer to deduct payment for a day in accordance with clause 12.
- 22.5** The extra rates prescribed in subclauses 17.2.1 and 17.2.2 and 22.4 will be in substitution for and not accumulative upon the shift allowance prescribed in clause 17 hereof.

#### **Minimum break between shift**

- 22.6** Where an employee works so much overtime continuous with the completion of normal hours on one day that he or she does not have at least eight consecutive hours off duty between the work of successive days such employee will be paid at double the ordinary rate until he or she has eight consecutive hours off duty.

#### **22.7 Requirements to work reasonable overtime**

[22.7 inserted by PR925236 ppc 03Dec02]

- 22.7(a) Subject to clause 22.7(b) an employer may require an employee to work reasonable overtime at overtime rates.
- 22.7(b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:
- 22.7(b)(i) any risk to employee health and safety;
  - 22.7(b)(ii) the employee's personal circumstances including any family responsibilities;
  - 22.7(b)(iii) the needs of the workplace or enterprise;

22.7(b)(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

22.7(b)(v) any other relevant matter.

### **23. ANNUAL LEAVE**

**23.1** A period of 28 consecutive days leave, including non-working days, will be allowed annually to a full time employee after twelve months continuous service (less the period of annual leave).

**23.2** In addition to the leave prescribed in 23.1, seven day shift workers, that is shift workers who are rostered to work regularly on Sundays and holidays will be allowed seven consecutive days leave, including non-working days.

**23.3** When an employee with twelve months continuous service (less the period of annual leave) is engaged for part of that period as a seven day shift worker, he or she will be entitled to have the period of 28 consecutive days annual leave prescribed in subclause 23.1 hereof increased by one day for each 49 ordinary shifts so worked.

- 23.4** Subject to this subclause, the annual leave prescribed by this clause, will be exclusive of any of the holidays prescribed by Clause 27 of this Award, and if any such holiday falls within an employee's period of annual leave and is observed on a day which, in the case of that employee, would have been an ordinary working day, there will be added to the period of annual leave time equivalent to the ordinary time which the employee would have worked if such day had not been a holiday.
- 23.5** The annual leave will be given and taken in a continuous period, or if the employer and the employee so agree, in separate periods.
- 23.6** An employee before going on leave will be paid the wages 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 leave during the relevant period.
- 23.7** Subject to subclause 23.8 hereof, an employee will, where applicable, have his or her leave pay calculated by including any other rate to which he or she is entitled in accordance with the contract of employment for ordinary hours of work; provided that this will not operate so as to include any payment which is of a similar nature to or is paid for the same reasons as or is paid in lieu of those payments prescribed by clause 22 (Overtime), subclause 20.5 Travelling Allowance on Employment and Termination), clause 20.9 (Travelling Allowance While Employed), and Clause 20.1 (Camping Allowance) of this award, nor any payment which might have become payable to the employee as reimbursement for expenses incurred.
- 23.8** An employee proceeding on annual leave and not in receipt of weekly pay equivalent to his or her ordinary wage plus 17-1/2% will have his or her pay increased to that amount while on leave.

Provided that where the employee would have received shift loadings prescribed by clause 17 (Penalty Rates) had he or she not been on leave during the relevant period and such loadings would have entitled the employee to a greater amount than the loading of 17-1/2% then the shift loadings will be added to the ordinary wage rate in lieu of the 17-1/2% loading.

- 23.9** If an employee after one month's continuous service with an employer leaves the employment or the employment is terminated by the employer, the employee will be paid as follows:
- 23.9.1** If other than a seven day shift worker: at the employee's ordinary rate of wage for thirteen and one-third hours at the same rate in respect of each completed month of continuous service, the service being service in respect of which leave has not been granted hereunder.
- 23.9.2** If the employee had been employed as a seven day shift worker for the whole of the period for which he or she is entitled to proportionate leave: at the employee's ordinary rate of wage for sixteen and two-third hours at the same rate in respect of each completed month of continuous service, the service being service in respect of which leave has not been granted previously.



**23.9.3** If the employee had been employed as a seven day shift worker for part only of the period for which he or she is entitled to proportionate leave: at the rate prescribed in subclause 23.9.1 hereof plus three and one-third hours for each month the employee was continuously employed as a seven day shift worker.

**23.10** Where an employer closes down the plant or a section or sections thereof, for the purposes of allowing annual leave to all or the bulk of employees concerned, the following provisions will apply:

**23.10.1** The employer may, after giving not less than one month's notice, stand off for the duration of the close-down all employees concerned and allow to those who have not then qualified for the full amount of annual leave paid leave on a proportionate basis at the appropriate rate of wage prescribed by subclause 23.7 and 23.8 hereof for 3.08 hours for each completed week of continuous service. Provided that the proportionate basis for a seven day shift worker will be 3.8 hours for each completed week of continuous service.

**23.10.2** An employee who has then qualified for the full amount of annual leave and has also completed a further week or more of continuous service will be allowed annual leave and will also be paid at the appropriate rate of wage prescribed by subclauses 23.7 and 23.8 hereof for 3.08 hours for each completed week of continuous service. Provided that the proportionate basis for a seven day shift worker will be three hours for each completed week of continuous service.

**23.10.3** The next twelve monthly qualifying period for each employee affected by such close-down will commence from the day on which the plant, section or sections concerned is re-opened for work. Provided that all time during which an employee is stood off without pay for the purposes of this subclause will be deemed to be time of service in the next twelve monthly qualifying period.

**23.10.4** If in the first year of service with an employer an employee is allowed proportionate annual leave under subclause 23.10.1 hereof, and subsequently within such year lawfully leaves the employment or the employment is terminated by the employer through no fault of the employee, such employee will be entitled to the benefit of subclause 23.9 of this clause subject to adjustment for any proportionate leave which may have been allowed.

## **24. PERSONAL LEAVE**

### **24.1 Sick Leave**

**24.1.1** After four weeks service a weekly employee who is absent from work on account of personal illness or injury by accident for which he or she is not entitled to Workers' Compensation shall, on production within 48 hours of the commencement of such absence of evidence of the illness or injury satisfactory to the employer, be entitled to leave of absence on the prescribed rate of pay for a period of five days of working time in the first year of service, and eight days of working time in the second and subsequent years of service.

**24.1.2** Such sick leave will accumulate from year to year so that any balance of the period specified in subclause 24.1.1 hereof which has in any year not been allowed to an employee by an employer as paid sick leave may be claimed by the employee and, subject to the conditions herein prescribed will be allowed by that employer in any subsequent year without diminution of sick leave prescribed in respect of that year.

## **24.2 Bereavement Leave**

On the production of satisfactory evidence a full time employee will be entitled to a maximum of three days without loss of ordinary rates of pay to attend the funeral on each occasion of the death of the employee's husband, wife (including de facto relationship), father, mother, brother, sister, child (including a step-child, father-in-law, or mother-in-law). Provided that the paid leave granted will not extend beyond the day following the funeral.

## **24.3 Family Leave**

### **24.3.1 Use of sick leave**

**24.3.1(a)** An employee with responsibilities in relation to either members of their immediate family or members of their household who need their care and support will be entitled to use, in accordance with this clause, any sick leave entitlement which accrues after the date of this order for absences to provide care and support for such person when they are ill.

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

**24.3.1(c)** The entitlement to use sick leave in accordance with this clause is subject to:

**23.3.1(c)(i)** The employee being responsible for the care of the person concerned; and

**23.3.1(c)(ii)** The person concerned being either:

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

**23.3.1(c)(iii)** The term immediate family includes:

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

- A 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.

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

### **24.3.2 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 to a family member who is ill.

### **24.4 Annual leave**

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

**24.4.2** Access to annual leave, as prescribed in subclause 24.4.1 hereof, will be exclusive of any shutdown period provided for elsewhere under this award.

**24.4.3** An employee and the 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.

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

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

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

**24.5.3** The employer shall, if requested by an employee, provide payment, at the rate provided for the payment of overtime in the award, for any overtime worked under subclause 24.5.1 hereof where such time has not been taken within four weeks of accrual.

### **24.6 Make-up time**

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

## **24.7 Grievance process**

In the event of any dispute arising in connection with any part of this clause, such a dispute will be processed in accordance with the dispute settling provisions of this award.

## **25. PARENTAL LEAVE**

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

### **25.1 Maternity Leave**

#### **25.1.1 Nature of leave**

Maternity leave is unpaid leave.

#### **25.1.2 Definitions**

For the purposes of this subclause:

"Employee" does not include an employee engaged upon casual or seasonal work.

"Paternity leave" means leave of the type provided for in subclause 25.2 whether prescribed in an award or otherwise.

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

"Spouse" includes a de facto or a former spouse.

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

- any period of leave taken in accordance with this clause,
- any period of part-time employment worked in accordance with this clause,  
or
- any period of leave or absence authorized by the employer or by the award.

#### **25.1.3 Eligibility for maternity leave**

- 25.1.3(a)** An employee who becomes pregnant, upon production to her employer of the certificate required by 25.1.4 hereof, will be entitled to a period of up to 52 weeks maternity leave provided that such leave will not extend beyond the child's first birthday. This entitlement will be reduced by any period of paternity leave taken by the employee's spouse in relation to the same child and apart from paternity leave of up to one week at the time of confinement will not be taken concurrently with paternity leave. Subject to subclauses 25.1.6 and 25.1.9 hereof the period of maternity leave will be unbroken and shall, immediately following confinement, include a period of six weeks compulsory leave.

- 25.1.3(b)** The employee must have had at least 12 months continuous service with that employer immediately preceding the date upon which she proceeds upon such leave.

**25.1.4 Certification**

At the time specified in subclause 25.1.5 the employee must produce to her employer:

- 25.1.4(a)** a certificate from a registered medical practitioner stating that she is pregnant and the expected date of confinement;
- 25.1.4(b)** 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.

**25.1.5 Notice requirements**

- 25.1.5(a)** An employee shall, not less than ten weeks prior to the presumed date of confinement, produce to her employer the certificate referred to in subclause 25.1.4.
- 25.1.5(b)** An employee will give not less than four weeks notice in writing to her employer of the date upon which she proposes to commence maternity leave stating the period of leave to be taken and shall, at the same time, produce to her employer the statutory declaration referred to in subclause 25.1.4.2
- 25.1.5(c)** An employer by not less than 14 days notice in writing to the employee may require her to commence maternity leave at any time within the six weeks immediately prior to her presumed date of confinement.
- 25.1.5(d)** An employee will not be in breach of this clause as a consequence of failure to give the stipulated period of notice in accordance with subclauses 25.1.5.1 and 25.1.5.2 hereof if such failure is occasioned by the confinement occurring earlier than the presumed date.

**25.1.6 Transfer to a safe job**

- 25.1.6(a)** Where, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee shall, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

- 25.1.6(b)** If the transfer to a safe job is not practicable, the employee may, or the employer may require the employee to, take leave for such period as is certified necessary by a registered medical practitioner. Such leave will be treated as maternity leave for the purposes of subclauses 25.1.11, 25.1.12, 25.1.13, and 25.1.14 hereof.

**25.1.7 Variation of period of maternity leave**

Provided the maximum period of maternity leave does not exceed the period to which the employee is entitled under subclause 25.1.4 hereof:

- 25.1.7(a)** The period of maternity leave may be lengthened once only by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be lengthened;
- 25.1.7(b)** The period may be further lengthened by agreement between the employer and the employee.
- 25.1.7(c)** The period of maternity leave may, with the consent of the employer, be shortened by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be shortened.

**25.1.8 Cancellation of maternity leave**

- 25.1.8(a)** Maternity leave, applied for but not commenced, will be cancelled when the pregnancy of an employee terminates other than by the birth of a living child.
- 25.1.8(b)** Where the pregnancy of an employee then on maternity leave terminates other than by the birth of a living child, it will be the right of the employee to resume work at a time nominated by the employer which will not exceed four weeks from the date of notice in writing by the employee to the employer that she desires to resume work.

**25.1.9 Special maternity leave and sick leave**

- 25.1.9(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:
- 25.1.9(b)** she will be entitled to such period of unpaid leave (to be known as special maternity leave) as a registered medical practitioner certifies as necessary before her return to work; or
- 25.1.9(c)** for illness other than the normal consequences of confinement she will be entitled, either in lieu of or in addition to special maternity leave, to such paid sick leave as to which she is then entitled and which a registered medical practitioner certifies as necessary before her return to work.

**25.1.9(d)** Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take such paid sick leave as to which she is then entitled and such further unpaid leave (to be known as special maternity leave) as a registered practitioner certifies as necessary before her return to work, provided that the aggregate of paid sick leave, special maternity leave and maternity leave will not exceed the period to which the employee is entitled under paragraph (3) hereof.

**25.1.9(d)** For the purposes of subclauses 25.1.11, 25.1.12, and 25.1.13 hereof, maternity leave will include special maternity leave.

**25.1.10** An employee returning to work after the completion of a period of leave taken pursuant to this paragraph will be entitled to the position which she held immediately before proceeding on such leave or, in the case of an employee who was transferred to a safe job pursuant to 25.1.6 hereof, to the position she held immediately before such transfer.

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

**25.1.13 Maternity leave and other leave entitlements**

**25.1.13(a)** Provided the aggregate of any leave, including leave taken under this subclause, does not exceed the period to which the employee is entitled under subclause 25.1.4 hereof, an employee may, in lieu of or in conjunction with maternity leave, take any annual leave or long service leave or any part thereof to which she is entitled.

**25.1.13(b)** Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave) will not be available to an employee during her absence on maternity leave.

**25.1.14 Effect of maternity leave on employment**

Subject to this subclause, notwithstanding any award or other provision to the contrary, absence on maternity leave will not break the continuity of service of an employee but will not be taken into account in calculating the period of service for any purpose of any relevant award or agreement.

**25.1.15 Termination of employment**

**25.1.15(a)** An employee on maternity leave may terminate her employment at any time during the period of leave by notice given in accordance with this award.

**25.1.15(a)** An employer will not terminate the employment of an employee on the ground of her pregnancy or of her absence on maternity leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

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

- 25.1.16(a)** An employee will confirm her intention of returning to work by notice in writing to the employer given not less than four weeks prior to the expiration of her period of maternity leave.
- 25.1.16(b)** An employee, upon returning to work after maternity leave or the expiration of the notice required by subclause 25.1.14.1 hereof, will be entitled to the position which she held immediately before proceeding on maternity leave or, in the case of an employee who was transferred to a safe job pursuant to subclause 25.1.6 hereof, to the position which she held immediately before such transfer or in relation to an employee who has worked part-time during the pregnancy the position she held immediately before commencing such part-time work.
- 25.1.16(c)** Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, she will be entitled to a position as nearly comparable in status and pay to that of her former position.

## **25.1.17 Replacement employees**

- 25.1.17(a)** A replacement employee is an employee specifically engaged as a result of an employee proceeding on maternity leave.
- 25.1.17(b)** Before an employer engages a replacement employee the employer will inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.
- 25.1.17(c)** Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising her rights under this subclause, the employer will inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.
- 25.1.17(d)** Nothing in this subclause will be construed as requiring an employer to engage a replacement employee.

## **25.2 Paternity Leave**

### **25.2.1 Nature of leave**

Paternity leave is unpaid leave.

### **25.2.2 Definitions**

For the purposes of this subclause:

"Employee" means a full time employee.



"Maternity leave" means leave of the type provided for in subclause 25.1 (and includes special maternity leave) whether prescribed in an award or otherwise.

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

"Spouse" includes a de facto or a former spouse.

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

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

- any period of leave taken in accordance with this clause,
- any period of part-time employment worked in accordance with this clause, or
- any period of leave or absence authorized by the employer or by the award.

### **25.2.3 Eligibility for paternity leave**

**25.2.3(a)** A male employee, upon production to his employer of the certificate required by subclause 25.2.4, will be entitled to one or two periods of paternity leave, the total of which will not exceed 52 weeks, in the following circumstances:

- an unbroken period of up to one week at the time of confinement of his spouse;
- a further unbroken period of up to 51 weeks in order to be the primary care-giver of a child provided that such leave will not extend beyond the child's first birthday.

**25.2.3(b)** This entitlement will be reduced by any period of maternity leave taken by the employee's spouse and will not be taken concurrently with that maternity leave.

**25.2.3(c)** The employee must have had at least 12 months continuous service with that employer immediately preceding the date upon which he proceeds upon either period of leave.

### **25.2.4 Certification**

At the time specified in subclause 25.2.5 the employee must produce to his employer:

**25.2.4(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;

**25.2.4(b)** in relation to any period to be taken under subclause 25.2.3.1 hereof, a statutory declaration stating:

- he will take that period of paternity leave to become the primary caregiver of a child;
- particulars of any period of maternity leave sought or taken by his spouse; and
- for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

#### **25.2.5 Notice requirements**

**25.2.5(a)** The employee shall, not less than ten weeks prior to each proposed period of leave, give the employer notice in writing stating the dates on which he proposes to start and finish the period or periods of leave and produce the certificate and statutory declaration required in subclause 25.2.4 hereof.

**25.2.5(b)** The employee will not be in breach of this paragraph as a consequence of failure to give the notice required in subclause 25.2.5.1 hereof if such failure is due to:

- the birth occurring earlier than the expected date; or
- the death of the mother of the child; or
- other compelling circumstances.

**25.2.5(c)** The employee will immediately notify his employer of any change in the information provided pursuant to subclause 25.2.4 hereof.

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

**25.2.6(a)** Provided the maximum period of paternity leave does not exceed the period to which the employee is entitled under subclause 25.2.3.1 hereof:

- the period of paternity leave provided by subclause 25.2.3.1 may be lengthened once only by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be lengthened;
- the period may be further lengthened by agreement between the employer and the employee.

**25.2.6(b)** The period of paternity leave taken under subclause 25.2.3.1 hereof may, with the consent of the employer, be shortened by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be shortened.

#### **25.2.7 Cancellation of paternity leave**

Paternity leave, applied for under subclause 25.2.3.1 hereof but not commenced, will be cancelled when the pregnancy of the employee's spouse terminates other than by the birth of a living child.

#### **25.2.8 Paternity leave and other leave entitlements**

**25.2.8(a)** Provided the aggregate of any leave, including leave taken under this subclause, does not exceed the period to which the employee is entitled under subclause 25.2.3 hereof, an employee may, in lieu of or in conjunction with paternity leave, take any annual leave or long service leave or any part thereof to which he is entitled.

**25.2.8(b)** Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave) will not be available to an employee during his absence on paternity leave.

#### **25.2.9 Effect of paternity leave on employment**

Subject to this subclause, notwithstanding any award or other provision to the contrary absence on paternity leave will not break the continuity of service of an employee but will not be taken into account in calculating the period of service for any purpose of any relevant award or agreement.

#### **25.2.10 Termination of employment**

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

**25.2.10(b)** An employer will not terminate the employment of an employee on the ground of his absence on paternity leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

#### **25.2.11 Return to work after paternity leave**

**25.2.11(a)** An employee will confirm his intention of returning to work by notice in writing to the employer given not less than four weeks prior to the expiration of the period of paternity leave provided by subclause 25.2.3.1 hereof.

**25.2.11(b)** An employee, upon returning to work after paternity leave or the expiration of the notice required by subclause 25.2.11.2 hereof, will be entitled to the position which he held immediately before proceeding on paternity leave, or in relation to an employee who has worked part-time under this clause to the position he held immediately before commencing such part-time.

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

## **25.2.12 Replacement employees**

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

**25.2.12(b)** Before an employer engages a replacement employee the employer will inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

**25.2.12(c)** Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising his rights under this subclause, the employer will inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.

**25.2.12(d)** Nothing in this subclause will be construed as requiring an employer to engage a replacement employee.

## **25.3 Adoption Leave**

### **25.3.1 Nature of leave**

Adoption leave is unpaid leave.

### **25.3.2 Definitions**

For the purposes of this subclause:

"Employee" means a full time employee.

"Child" means a person under the age of five years who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.

"Relative adoption" occurs where a child, as defined, is adopted by a grandparent, brother, sister, aunt or uncle (whether of the whole blood or half blood or by marriage).

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

"Spouse" includes a de facto spouse.

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

- any period of leave taken in accordance with this clause,
- any period of part-time employment worked in accordance with this clause, or
- any period of leave or absence authorised by the employer or by the award.

### **25.3.3 Eligibility**

An employee, upon production to the employer of the documentation required by subclause 25.3.4 hereof will be entitled to one or two periods of adoption leave, the total of which will not exceed 52 weeks, in the following circumstances:

**25.3.3(a)** an unbroken period of up to three weeks at the time of the placement of the child;

**25.3.3(b)** an unbroken period of up to 52 weeks from the time of its placement in order to be the primary care-giver of the child. This leave will not extend beyond one year after the placement of the child and will not be taken concurrently with adoption leave taken by the employee's spouse in relation to the same child. This entitlement of up to 52 weeks will be reduced by:

- any period of leave taken pursuant to subclause 25.3.3.1 hereof; and
- the aggregate of any periods of adoption leave taken or to be taken by the employee's spouse;

**25.3.3(c)** the employee must have had at least 12 months continuous service with that employer immediately preceding the date upon which he or she proceeds upon such leave in either case.

### **25.3.4 Certification**

**25.3.4(a)** before taking adoption leave the employee must produce to the employer:

- A statement from an adoption agency or other appropriate body of the presumed date of placement of the child with the employee for adoption purposes; or

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

**25.3.4(b)** In relation to any period to be taken under subclause 25.3.3.2 hereof, a statutory declaration stating:

- the employee is seeking adoption leave to become the primary caregiver of the child;
- particulars of any period of adoption leave sought or taken by the employee's spouse; and
- for the period of adoption leave the employee will not engage in any conduct inconsistent with his or her contract of employment.

### **25.3.5 Notice requirements**

**25.3.5(a)** Upon receiving notice of approval for adoption purposes, an employee will notify the employer of such approval and within two months of such approval will further notify the employer of the period or periods of adoption leave the employee proposes to take. In the case of a relative adoption the employee will notify as aforesaid upon deciding to take a child into custody pending an application for an adoption order.

**25.3.5(b)** An employee who commences employment with an employer after the date of approval for adoption purposes will notify the employer thereof upon commencing employment and of the period or periods of adoption leave which the employee proposes to take. Provided that such employee will not be entitled to adoption leave unless the employee has not less than 12 months continuous service with that employer immediately preceding the date upon which he or she proceeds upon such leave.

**25.3.5(c)** An employee shall, as soon as the employee is aware of the presumed date of placement of a child for adoption purposes but no later than 14 days before such placement, give notice in writing to the employer of such date, and of the date of the commencement of any period of leave to be taken under subclause 25.3.3.1 hereof.

**25.3.5(d)** An employee shall, ten weeks before the proposed date of commencing any leave to be taken under subclause 25.3.3.2 hereof give notice in writing to the employer of the date of commencing leave and the period of leave to be taken.

**25.3.5(e)** An employee will not be in breach of this subclause, as a consequence of failure to give the stipulated period of notice in accordance with subclauses 25.3.5.3 and 25.3.5.4 hereof if such failure is occasioned by the requirement of an adoption agency to accept earlier or later placement of a child, the death of the spouse or other compelling circumstances.

### **25.3.6 Variation of period of adoption leave**

**25.3.6(a)** Provided the maximum period of adoption leave does not exceed the period to which the employee is entitled under subclause 25.3.3 hereof:

**25.3.6(a)(i)** the period of leave taken under subparagraph 25.3.3.2 hereof may be lengthened once only by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be lengthened;

**25.3.6(a)(ii)** the period may be further lengthened by agreement between the employer and employee.

**25.3.6(b)** The period of adoption leave taken under subclause 25.3.3.2 hereof may, with the consent of the employer, be shortened by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be shortened.

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

**25.3.7(a)** Adoption leave, applied for but not commenced, will be cancelled should the placement of the child not proceed.

**25.3.7(b)** Where the placement of a child for adoption purposes with an employee then on adoption leave does not proceed or continue, the employee will notify the employer forthwith and the employer will nominate a time not exceeding four weeks from receipt of notification for the employee's resumption of work.

### **25.3.8 Special leave**

The employer will grant to any employee who is seeking to adopt a child, such unpaid leave not exceeding two days, as is required by the employee to attend any compulsory interviews or examinations as are necessary as part of the adoption procedure. Where paid leave is available to the employee the employer may require the employee to take such leave in lieu of special leave.

### **25.3.9 Adoption leave and other entitlements**

**25.3.9(a)** Provided the aggregate of any leave, including leave taken under this subclause, does not exceed the period to which the employee is entitled under subclause 25.3.3 hereof, an employee may, in lieu of or in conjunction with adoption leave, take any annual leave or long service leave or any part thereof to which he or she is entitled.

**25.3.9(b)** Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave), will not be available to an employee during the employee's absence on adoption leave.

### **25.3.10 Effect of adoption leave on employment**

Subject to this subclause, notwithstanding any award or other provision to the contrary, absence on adoption leave will not break the continuity of service of an employee but will not be taken into account in calculating the period of service for any purpose of any relevant award or agreement.

### **25.3.11 Termination of employment**

**25.3.11(a)** An employee on adoption leave may terminate the employment at any time during the period of leave by notice given in accordance with this award.

**25.3.11(b)** An employer will not terminate the employment of an employee on the ground of the employee's application to adopt a child or absence on adoption leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

### **25.3.12 Return to work after adoption leave**

**25.3.12(a)** An employee will confirm the intention of returning to work by notice in writing to the employer given not less than four weeks prior to the expiration of the period of adoption leave provided by subclause 25.3.3.2 hereof.

**25.3.12(b)** An employee, upon returning to work after adoption leave will be entitled to the position held immediately before proceeding on such leave or in relation to an employee who has worked part-time under this clause the position held immediately before commencing such part-time work.

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

### **25.3.13 Replacement employees**

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

**25.3.13(b)** Before an employer engages a replacement employee the employer will inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

**25.3.13(c)** Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising rights under this subclause, the employer will inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.



**25.3.13(d)** Nothing in this subclause will be construed as requiring an employer to engage a replacement employee.

## **26. JURY SERVICE**

**26.1** An employee required to attend for jury service during ordinary working hours will be reimbursed by the employer an amount equal to the difference between the amount paid in respect of the attendance for such jury service and the employee's appropriate classification 40 hour award rate.

**26.2** An employee will notify the employer as soon as possible of the date upon which the employee is required to attend for jury service.

**26.3** The employee will give the employer proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

## **27. PUBLIC HOLIDAYS**

**27.1** An employee on weekly hiring will be entitled to the following public holidays without loss of pay:

**27.1.1** In Victoria: New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Sovereign's Birthday, Labour Day, Melbourne Cup Day, Christmas Day and Boxing Day.

**27.1.2** In South Australia: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, the Third Monday in May, Sovereign's Birthday, Labour Day, Christmas Day and Proclamation Day.

**27.1.3** In Western Australia: New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day.

**27.1.4** In Queensland: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Labour Day, Anzac Day, Sovereign's Birthday, Christmas Day, Boxing Day and Show Day.

**27.1.5** In Tasmania: New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Sovereign's Birthday, Labour Day, Christmas Day, Boxing Day and one of the following:

- Regatta Day - all employees working in or south of Oatlands.
- The first Monday in November - all employees working north of Oatlands.

- 27.1.6** In New South Wales and the Australian Capital Territory: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Labour Day, Anzac Day, Sovereign's Birthday, Christmas Day and Boxing Day.
- 27.1.7** In the Northern Territory: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Labour Day, Anzac Day, Sovereign's Birthday, Show Day, Christmas Day and Boxing Day.
- 27.2** Where Christmas Day, Boxing Day or New Year's Day fall on a Saturday or Sunday, such holiday or holidays will be observed on the next succeeding working day or days, which will be deemed a holiday or holidays in lieu of the days named.
- 27.3** If any day is gazetted in lieu of the abovenamed holidays, such day will be deemed a holiday for the purposes of this award.
- 27.4** By agreement between the employer and a majority of employees in a particular work site, other days may be substituted for the said days or any of them.
- 27.5** Where an employee is absent from the employment 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 will not be entitled to payment for such holiday.
- 27.6 Permanent employees will be entitled to the following holidays without loss of pay:**

Where in a State or Territory or locality within a State or Territory an additional holiday is proclaimed or gazetted by the authority of the Commonwealth Government or of a State or Territory Government and such proclaimed or gazetted holiday is to be observed generally by persons throughout that State or Territory or a locality thereof other than by those covered by Federal awards, or when such a proclaimed or gazetted day is, by any required judicial or administrative order to be so observed, then such day will be deemed to be a holiday for the purpose of this Award, for employees covered by this Award, who are employed in the State, Territory or locality in respect of which the holiday has been proclaimed or ordered as required.

## **28. Relationship To The National Training Wage Interim Award 1994**

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

## **SCHEDULE OF RESPONDENTS**

### Northern Territory

Gaden Drilling Pty. Ltd, 64 Mardango Crs, Batchelor 0845.  
Hickey Drillers Pty. Ltd, PO Box 287, Darwin 0801.  
Leonhardt F.J.Pty. Ltd, PO Box 369, Humpty Doo 0836.  
White Drilling Pty. Ltd, PO Box 39421, Winnellie 0821.

### New South Wales

Anderson Drilling, 1 McKay Crs, Orange 2800.  
Arcon Drilling, 20 Swift St, Holbrook 2644.  
B & B Drilling, 74 Clareville Ave, Sans Souci 2219.  
BHP Minerals Ltd, GPO Box 2695, Sydney 2001.  
B.P.Australia Ltd, 110 Alfred South Street, Milsons Point 2061.  
Broken Hill Proprietary Co.Ltd, GPO Box 2695, Sydney 2001.  
Bunyan M.A.& J., Motherumbung, Booligal 2711.  
Cherlor Air Drillers Pty. Ltd, Lot 731 Mitchell Hwy, Dubbo 2830.  
Connell Holdings Drilling Contractors, PO Box 273, Wyong 2259.  
Dalton Water Drilling Services, PO Box 2, Bathurst 2795.  
Doug Jackwitz Enterprises, PO Box 381, Alstonville 2477.  
Drilling and Excavations Pty. Ltd, 3 Kiama Street, Bowral 2576.  
Drillwell Construction, 38 John Street, Tamworth 2340.  
Engineering Exploration Pty. Ltd., PO Box 67, Pendle Hill 2145.  
Glindemann & Kitching Enterprises, 7 Iraking Ave, Moorebank 2170.  
Ground Test Pty. Ltd, 8 South Street, Rydalmere 2116.  
Halliburton Geophysical Services Inc, 6-10 Talavera Road, North Ryde 2113.  
Intertech Drilling Services, 61 Whitby Road, Kings Langley 2147.  
Iselt J.H. Pty. Ltd, 58 Sherwood Street, Old Toongabbie 2146.  
Mannon M.J. & L.G., PO Box 136, Quirindi 2343.  
McDermott Drilling Pty. Ltd, PO Box 389, Guildford 2161.  
Phillis A.G. & L.J., Drilling Contractors, 34 Bunbinla Ave, Mount Riverview 2774.  
Pontil Pty. Ltd., PO Box 1046, Dubbo 2830.  
Rose & Hawley Drilling Pty. Ltd, 9 Fassifern Road, Wakefield 2301.  
Smith Water Drilling, PO Box 267, Narromine 2821.  
South Coast Drilling & Exploration, 47 Bellambi Lane, Bellambi 2518.  
Stewart Bros. (Wodena Pty. Limited), 7 Endeavour Road, Caringbah 2229.  
Tamworth Drilling Co, PO Box W361, West Tamworth, 2340.  
Tritaz Pty. Ltd., Bungendore Road, Tarago 2580.  
Unidrill Pty. Ltd, PO Box 247, Wentworthville 2145.  
Watermin Drillers Pty. Ltd., PO Box 329. Orange 2800.  
Windleys Water Wells Pty. Ltd, Princes Highway, Wandanian 2540.

## Victoria

Abavus Pty. Limited, PO Box 225, Castlemaine 3450.  
Aberfoyle Exploration Pty. Ltd, 25th Floor, 367 Collins St, Melbourne 3000.  
Adams K.H.& Sons Pty. Ltd, RMB 5845, Wangaratta 3678.  
Ashton Mining Ltd, 4th Floor, 414 St.Kilda Rd, Melbourne 3004.  
Billiton Australia Gold Pty. Ltd, Shell Corner, 155 William Street Melbourne 3000.  
Cadowie Drilling Limited, PO Box 4, Avenel 3664.  
Cobar Drilling Co. Pty.Limited, Lot 18 Hayes Lane, Rushworth 3612.  
Fitzgerald, Charles, 2 Lean Street, Maryborough 3645.  
Geodrill Pty. Limited, Lot 4 Francis Crescent Mt Evelyn 3795.  
Geotechnical Engineering, 3 Prima Court, Tullamarine 3043.  
Goldfields Diamond Drilling Co. Pty. Ltd, PO Box 217 Moorabbin 3189.  
Gray, R.G. & M.K. Water Boring Contractors, PO Box 48, Koo-Wee-Rup 3981.  
Henry Drilling Pty Limited, 117 Morley Street, Sale 3850.  
Hutchinson Drilling Pty Limited, RMB E112, Ballarat 3352.  
Kowree Boring Co., 14 Elizabeth Street, Edenhope 3318.  
Lonsdale, Ian, Park Road, Elmore 3558.  
Northwest Drilling Co. Pty. Ltd, 78 Sunnyside Crescent, Wattle Glen 3096.  
O'Neill Drilling, RMB 2063 Chapel Rd, Cobram East 3644.  
Osborne Water Drilling Services, 300 Guthridge Parade, Sale 3850.  
Pipes Pty. Ltd, PO Box 104, Dromana 3936.  
R.F.Drilling & Co. Pty. Ltd, 7 Earlwood Drive, Mulgrave 3170.  
Shell Minerals Exploration (Australia) Pty. Ltd, 155 William Street, Melbourne 3000.  
Sides, W.L. & Co. Pty. Ltd, PO Box 228, Clayton 3168.  
Strata Drilling & Grouting Pty. Ltd, 20 Myrtle Street, Langwarrin 3910.  
Srojexport, 153 Mary Street, Morwell 3840.  
Turnbull Pty Limited, Lot 54 Chrichton Ave, Thomastown 3074.  
Vicdrill, 20 Phillis Street, Bayswater 3153.  
Watson, W.L. & Son, c/- 24 Patrick Street, Strathmerton 3641.

## Queensland

Australian Consolidated Exploration Pty Limited, National Bank Building, 420 George Street, Brisbane 4000.  
Ayr Boring Co. Pty. Ltd, PO Box 550 Ayr, 4807.  
Bagshot Enterprises Pty. Ltd, 7 Alexandria Ave, Biloela 4715.  
Bluewater Bores, MS2071, Nambour 4560.  
Cairns Drilling Contractors Pty. Ltd, 12 Nioka Close, Lake Placid 4878.  
Carpentaria Exploration Co. Pty. Ltd, 19th Floor, MIM Plaza, 410 Ann Street, Brisbane 4000.  
Civil Resources Limited, 4 Moores Street, Charters Towers, 4820.  
Core Drill Pty Ltd, PO Box 125 Stratford 4870.  
Coya Constructions Pty Ltd, 1030 Moggil Road, Kenmore 4069.  
Coventry Nominees Pty Limited, 4 Bruce Highway, Gympie 4570.  
Daly Bros. Pty. Limited, 55 Delta Street, Geebung 4034.  
Delais Drilling, PO Box 272, Tolga 4882.  
Fuller C.J. & C.R.M. & Co. Pty Ltd, PO Box 166, Proserpine 4800.  
Geoprobe Pty Limited, 41 Dunn Road, Rocklea 4106.  
Gricks S.J. & B.J., PO Box 5321, Rockhampton Mail Centre 4702.

## Queensland - contd

Hoffman, G.A.& E.F., 565 Logan Reserve Road, Logan Reserve, 4133.  
Ingham Drilling, PO Box 1115, Ingham 4850.  
Jetstream Exploration Testing Pty Limited, Mountain Vale, MS194, Gatton 4343.  
Leanda Drilling (Qld) Pty Limited, 6 Harris Lane, Charters Towers, 4820.  
Leyburn Drilling, PO Box Leyburn 4352.  
Marola Drilling, PO Box 5, The Gap, 4061.  
Nauru Drilling, PO Box 786, Charters Towers, 4820.  
R & G Drilling Service, 65 Davey Street, Moura 4718.  
Rockdril Contractors Pty Ltd, 1 Jigsaw Street, Sumner 4074.  
Rowe Enterprises Pty Limited, 26 Cambridge Street, Charters Towers, 4820.  
Schneider Drilling, 47 Helen Street, Bald Hills 4036.  
Scells, S.H. Water Boring Contractor, 234 Albany Creek Road, Bridgeman Downs 4035.  
South Eastern Exploration Pty. Ltd, 37 Kremgow Road, Strathpine 4500.  
Wallis Drilling Pty Limited, 8 Parkway Street, Trinity Beach 4879.

## South Australia

Amalgamated Drilling Services, Amos Way, Royal Park, 5014.  
Aslat, C & M., PO Box 72, Murraytown, 5481.  
Associated Drilling & Blasting Services Pty. Ltd, 29 Railway Terrace, Wingfield 5013.  
Australian Groundwater Consultants Pty. Ltd, 6 The Parade, Norwood 5067.  
Bardrill Corporation Limited, 133 Rundle Street, Kent Town 5067.  
Boring Horizontal, 28 Whittam Street, Parkside 5063.  
Cobweld Industries Pty. Ltd, Opala Street, Regency Park 5010.  
Davidson Drilling Pty Ltd, 233 Millicent Road, Mount Gambier 5290.  
Deluxe Constructions, 3 Aldenhoven Road, Lonsdale 5160.  
Drill Corp Pty. Ltd, Rear 19 Lewis Avenue, Aldinga 5173.  
Foundril Pty Limited, PO Box 68 Moorooka 5105.  
Hughes, L.C., 36 Rednall Street, Tea Tree Gully 5091.  
Investigation Drilling Pty. Ltd, 36 Rednall Street Tea Tree Gully 5091.  
John Nitsche Drilling Pty. Ltd, Balhannah Road, Hahndorf 5245.  
Juett Holdings Pty. Ltd, 16 Bailey Street, St.Marys, 5024.  
Kangarilla Drilling Pty. Ltd, Kangarilla Road, Kangarilla 5157.  
Longyear Australia Pty Ltd, PO Box 84, Parkholme 5043.  
Mid North Drilling, Main North Road, Tarlee 5411.  
M & M Earthborers, 8 Orbona Street, Rostrevor 5073.  
Northbridge Drilling, 26 Sydenham Road, Norwood 5067.  
Poseidon Exploration Ltd, 100 Hutt Street, Adelaide 5000.  
Preiss J.J. & Son Pty. Ltd, 24 George Street, Green Fields 5107.  
Seidel Bros.Well Drilling Co. Pty. Ltd, 57 Mill Road, Lobethal 5241.  
Seismograph Service Limited, 215 Richmond Road, Richmond 5033.  
Sims J.C., 82 Sturt Street, Mount Gambier 5039.  
South Australian Drilling Contractors, Creek Crescent, Meadows 5201.  
Strata Drill, 41 Ridgefield Avenue, Paradise 5063.  
Strata Exploration Pty. Ltd, 41 Ridgefield Avenue, Paradise 5063.  
Thomas A.C. Drillers Pty Limited, 5 Mannanarie Road, Jamestown 5491.

## South Australia - contd

Thomdrill Pty Ltd, 5 Pambula Road, Regency Park, 5010.  
Thorpe D.G. & K.G. Kangarilla Road, Kangarilla 5157.  
Underdale Drillers Pty. Ltd, 16 Bailey Road, St.Marys 5042.  
Walsh Bore Testing Pty Ltd, 8 Kia-Ora Street, Mt.Barker 5251.  
Walsh, Frank Drilling Pty. Ltd, Mount Barker Road, Mount Barker 5251.

## Western Australia

A.Canning Irrigation Supply's, Augusta St, Willetton 6155.  
A.A.Safety Bay Waterboring, 3 Hurrell Way, Rockingham 6168.  
Access Drilling Services, 21 View Terrace, Darlington 6070.  
Action Drilling & Reticulation Services, 52 Old York Road, Greenmount 6056.  
Adams B.J.& G.P. Drilling & Blasting, 29 Pepler Avenue, Manning 6152.  
A & J Drilling Contractors, 14-18 Clement Street, Boulder 6432.  
Alldrill Exploration (Aust) Pty Ltd, Lot 129 Keates Road, Armadale 6112.  
Alldrill Exploration (Aust) Pty Ltd, Three Kangaroos Way, Byford 6201.  
Allgreen Irrigation, 58 Rathay Road, Victoria Park 6100.  
Allterrain Drilling Consultants, 26 Calliandra Way, Forrestfield 6058.  
Aquadri, 38 Coulson Way, Canning Vale 6155.  
Aqua-Gem Drilling, Third Avenue, Armadale 6112.  
Armadale Water Boring, Pickering Brook Rd, Pickering Brook, 6076.  
Artesian Drilling Service, PO Box 256, Armadale 6112.  
Auger Marine, 40 Taylor Road, Bullsbrook 6084.  
Ausdrill Pty Ltd, 12 Clements Way, Boulder 6432.  
Austvac Drilling, 130 Currie Street, Warnbro 6169.  
A.W.Drillers, 16 Parer Close, Thornlie 6108.  
Baines Drilling, 49 Carrington Street, Palmyra 6157.  
Bayswater Boring Co. 60 Roberts Street, Bayswater 6053.  
Bell Bores, 23 Damson Way, Greenwood 6024.  
Bell Bores, Unit 8, 49 Stewart Plant, Noranda 6062.  
Bell Bores, 62 Star Street, Carlisle 6101.  
Billabong Drilling Services, Northcote Street, Chidlow 6556.  
Billabong Irrigation, 221 Oxford Street, Leederville 6007.  
Billabong Irrigation, 131 Moulden Avenue, Yokine 6060.  
Billon Pty. Ltd, 6 Marion Court, Beldon 6025.  
Bordec Drilling Co, Lot 34 Haddrill Road, Millendon 6056.  
Bore Maintenance Pty Ltd, 19 Shields Crescent, Booragoon 6154.  
Bore-Tech(Horizontal Underground Boring), 38 Muriel Road, Jandakot 6164.  
B.P.Minerals Australia, 149 Forest Street, Boulder 6432.  
Branch Drilling Contractors, 232 Elliott Road, Wanneroo 6065.  
Brandt H.W. & S.L Pty. Ltd, Lot 13 Clarkson Avenue, Wanneroo 6065.  
Bruce D.A., 8 Brook Road, Bassendean, 6054.  
Bunbury Boring Co., 4 Barnard Road, Bunbury 6230.  
Chernoff A.R., 22 Nisbett Road, Applecross 6153.  
Civic Reticulation, 951 Beaufort Road, Inglewood 6052.  
Civil Drilling Services, 123 Radium Street, Welshpool 6106.  
Civil Resources Limited, 123 Radium Street, Welshpool 6106.

## Western Australia - contd

Coastal Water Drilling, 11 Buxton Road, Wembley Downs 6019.  
Cockburn Irrigation, 15 Port Kembla Drive, Bibra Lake 6165.  
Colby Drilling Co., 7 Coulson Way, Canning Vale 6155.  
Complete Scope, 219 Railway Avenue, Kelmscott 6111.  
Controll Drilling Systems, 49 Hay Street, Subiaco 6008.  
Cooper G.P.Drilling, Cranleigh Street, West Swan 6055.  
Corewell (1981) Pty. Ltd, 6 Madison Street, Canning Vale 6155.  
CRA Exploration Pty Ltd, P.O. Box 175, Belmont, 6104  
Crystal Waters Irrigation, 28 Rudloc Road, Morley 6062.  
Dalewater Drillers Pty Ltd., 15 Vieway Street, Nedlands 6009.  
Darling Downs Drilling, Lot 24 Orton Road, Byford 6201.  
Davies Drilling Australia, 161 Bourke Street, Kalgoorlie 6430.  
Drillcorp Limited, 41 Buckingham Drive, Wangara 6005.  
Drillex, 3 Madison Street, Canning Vale 6155.  
East West Drilling Services Pty Ltd, 86 North Terrace, Boulder 6432.  
Evans Exploration & Water Drilling Co. Pty. Ltd, 35a Abbey Road, Armadale 6112.  
Ferrari J.J., Sweeting Street, Woodlands 6018.  
Foley E.& M.E. Pty Ltd, 60 Roberts Street, Bayswater 6053.  
Geosystems Pty Ltd, 173 Planet Street, Carlisle 6101.  
Gerick Drilling, 139-141 Chaffers Street, Boulder 6432.  
Gianatti Drilling, Cranleigh Road, West Swan 6055.  
Girdler D.M., 60 Brentwood Road, Wattle Grove 6107.  
Glenn Drilling, 7 Atbara Street, Kalgoorlie 6430.  
Goldrill Kalgoorlie, 2 Patfield Place, Kelmscott 6111.  
Grimwood Drilling Pty Ltd, 50 Nelson Crescent, Lesmurdie 6076.  
Hall L., 9 Kurda Place, Blaga 6061.  
Hargraves Barry, 1 Arthur Street, (Cnr West Swan Road), Caversham 6055.  
Hastings J.G., 15 Hermes Road, Riverston 6155.  
H & C Drillers, 1 Arthur Road, Caversham 6055.  
Henderson Drilling Services Pty Ltd, PO Box 970 Kalgoorlie 6430.  
Hugall & Hoile, 4 Blakie Road, Myaree 6154.  
Hydro Drillers, 12 Ross Avenue Sorrento 6020.  
Hytech Drillers, Wortley Street, Kalgoorlie 6430.  
Kalgoorlie Drilling Enterprises, 3/67 Millpoint Road, South Perth 6151.  
Kevin Walton Drilling & Exploration, 10 Birdwood Road, Melville 6156.  
Kimminco Pty Ltd, 32 Ridge Road, Wembley Downs 6019.  
Levis A., 131 Glenisla Place, Carmel 6076.  
Longyear Australia Pty Ltd, 45 Murray Road, Welshpool 6106.  
Longyear Australia Pty Ltd, 282 Hay Street, Kalgoorlie 6430.  
Luhrs Holdings Pty Ltd, 22 Astinal Drive, Gosnells 6110.  
Malua Reticulation, 13 Harold Street, Dianella 6062.  
Mathews Drilling Service, Lot 8 Holmes Street, Gosnells 6110.  
Mega Drilling Pty Ltd, 16 Oldham Place, Leeming 6155.  
Mercer B.M., 45 Waverley Road, Dianella 6062.  
Mining & Exploration Services Pty Ltd, 125 Burswood Road, Victoria Park 6000.  
Montague F & A Pty Ltd, Frobisher Rd, (Cnr Colray Avenue)Osborne Park 6017.

## Western Australia - contd

Moses Drilling Co.Pty Ltd, Marmont Street, Meekatharra 6642.  
Mosslake Pty Ltd, 59 Owen Road, Kelmscott 6111.  
Mt Magnet Drilling, Doryanthes Place, Wanneroo 6065.  
Nash Drilling, 14 Attwood Rd, Mt Magnet 6638.  
National Drilling Pty Ltd, Lot 7 Hunter St, Kalgoorlie 6430.  
National Geophysical Drilling Pty Ltd, 15 Howes Crescent, Dianella 6062.  
National Geophysical Drilling Pty Ltd, 55 Irvine Street, Bayswater 6525.  
Nudrill Pty Ltd, 17 Nisbet Road, Applecross 6153.  
Oliver Drilling, 842 Forrest Road, Jandakot 6164.  
Pacific Drilling Contractors Pty Ltd, 10 Thorpe Way, Kwinana 6167.  
Petrucci Bros. 511 Pickering Brook Rd, Pickering Brook 6076.  
Prodrill, 3 Carew Street, Kalgoorlie 6430.  
Purewater Drilling Contractors, 4 Adalia Street, Kallaroo 6025.  
Redmond Drilling Pty Ltd, PO Box 2159, Boulder 6432.  
Residential Drilling & Reticulation Co, 22 Nisbet Road, Applecross 6153.  
Richardson Drilling, 54 Elsie Street, Waterman 6020.  
Road Boring W.A., Kelvin Road, (cnr Bickley Rd) Maddington 6109.  
Robinson Drilling Co., 26-30 Oroya Street, Boulder 6432.  
Rockets Drilling Services, Lillydale Road, Chidlow 6556.  
Rond P & Co. 75 Station Road, Gosnells 6110.  
Rovell Drilling Pty Ltd, 4 Cobradah Way, Kingsley 6026.  
Sanderson Drilling Contractors, 384 Egan Road, Kalgoorlie 6430.  
Sanfead Drilling, 3 Cobradah Way, Kingsley 6026.  
Sayers Drilling Pty Ltd, 104 Killarney Street, Kalgoorlie 6430.  
Scope Irrigation, 219 Railway Ave, Kelmscott 6111.  
Seismic Supply International, 34B Rome Road, Melville 6156.  
Select Drilling & Reticulation Pty Ltd, 6 Baslow Court, Cairne 6020.  
Shringley Drilling Contractors, 8 Holland Close, Wilson 6107.  
Smith G.M. & Co. P.O. Box Moora 6510.  
Stanley Drilling Co., 33 Benmuni Road, Wanneroo 6065.  
Statham Boring Contractor, 11 Massey Road, Rossmoyne 6155.  
Strata Drilling, 9 Kurda Place, Balga 6061.  
Strata Drilling, 3 Reid Street, Menzies 6436.  
Swan Boring Co., 60 Brentwood Road, Wattle Grove 6107.  
Swick Drilling (Australia), 90 Swan Street, Guildford 6055.  
T.D.C.Drilling Pty Ltd, P.O. Box 790 Cannington 6107.  
Technical Consulting Services (Aust) Pty Ltd, 17 Rails Crescent, Armadale 6112.  
Thompson G.W. & D.R. 42 Lyall Street, Kalgoorlie 6430.  
Tooday Boring, Avon Drive, Tooday 6564.  
Torrance Constructions Pty Ltd, 13 Yampi Way, Willetton 6155.  
Total Eden, Blakie Street, Myaree 6154.  
Unidrill, 12 Ross Ave, Sorrento 6020.  
Vasse River Drilling Co, Post Office, Vasse 6283.  
Vacuum Drilling Specialists, 195 Kalamunda Road, Kalamunda 6076.  
Vac-West Drilling, 96 Southern River Road, Gosnells 6110.  
Wallis Drilling Pty Ltd, 54 Beaconsfield Avenue, Melville 6156.



### Western Australia - contd

Well Logging Services, 94 Rokeby Road, Subiaco 6008.  
Western Atlas International Inc, 477 Belmont Avenue, Kewdale 6105.  
Western Diamond Drillers Pty Ltd, Hamilton Street, Boulder 6432.  
Whiteland Drilling Pty Ltd, Stockdale Road, O'Connor 6163.  
Whitsed Drilling, 60 Brentwood Road, Wattle Grove 6107.  
Wintergreene Drilling Contractors Pty Ltd, Dianne Plc, Henly Brook 6055.

### Tasmania

Ark Pty Ltd, 93 Inglis Road, Wynyard 7325.  
Bay Hire, 131 Sandy Bay Road, Sandy Bay 7005.  
Diamond Drilling Tasmania Pty Ltd, PO Box 105 Zeehan 7469.  
Stocpooleh J, 1 Lindsay Street, Launceston 7250.  
Twentieth Century Plumbing Pty Ltd, 69 Lampton Ave, Derwent Park 7009.

**ROPING-IN AWARD NO. 1 OF 2001**

## **ROPING-IN AWARDS**

[Roping-in award No. 1 of 2001 inserted by PR905908 ppc 05Jun01]

**1. TITLE**

This award shall be known as the Drilling and Exploration Industry (AWU) (Roping-in No. 1) Award 2001.

**2. PARTIES BOUND**

This award shall be binding upon:

- 2.1 The Australian Workers' Union, its officers and members;
- 2.2 Aqua Drilling & Grouting Pty. Ltd.; and
- 2.3 persons engaged in positions covered by the union whether members of the union or not.

**3. APPLICATION**

The provisions of The Drilling and Exploration Industry (AWU) Award 1998, as varied from time to time, shall apply.

**4. OPERATION**

This award shall come into force from the first pay period commencing on or after 5 June 2001 and shall remain in force for a period of six months.

## DECLARATION - VICTORIA

[Common rule declared by PR953415 from 01Jan05]

Further to the decision issued by the Commission on 14 December 2004 [AW778713 PR953540] and pursuant to ss. 141 and 493A of the *Workplace Relations Act 1996* (the Act), the Commission makes the following declaration for a common rule award:

1. In this Declaration:
  - 1.1 **the award** means The Drilling and Exploration Industry (AWU) Award 1998 as varied from time to time;
  - 1.2 **the employees** means employees in the industry who perform work of a kind that is covered by the award;
  - 1.3 **the employers** means employers who employ employees;
  - 1.4 **the industry** means persons employed in any capacity whether fulltime or casual on work in connection with the following industries or callings: prospecting, surveying, exploration and drilling for minerals and metals and boring for water.
2. That save for and subject to the matters referred to in clauses 4 to 8 below, the whole of the terms of the award, as varied from time to time, except those specified in clause 3 below, shall be:
  - 2.1 a common rule for the industry in Victoria and known as The Drilling and Exploration Industry (AWU) Victorian Common Rule Declaration 2005;
  - 2.2 binding on all employers in respect of the employment by them of employees;
  - 2.3 binding on all employees; and
  - 2.4 binding on The Australian Workers Union and the registered organisations respondent to the award.
3. The following clauses of the award are not included in The Drilling and Exploration Industry (AWU) Victorian common Rule Declaration 2005:
  - 3.1 Clause 4 Commencement date and period of operation
  - 3.2 Clause 5 Scope of award
  - 3.3 Clause 6 Parties bound
4. The Drilling and Exploration Industry (AWU) Victorian Common Rule Declaration 2005 shall not apply to:

- 4.1** persons employed in blast hole and geotechnical drilling; and/or
- 4.2** to work properly covered by the Oil Drilling Rig Workers (Onshore) Award 1981 or its successor.
- 5.** Subject to 5.1 to 5.5 below, all provisions in The Drilling and Exploration Industry (AWU) Victorian Common Rule Declaration 2005 are to operate from 1 January 2005.
- 5.1** With respect to annual leave, only periods of annual leave commencing on or after 31 January 2005 attract leave loading.
- 5.2** With respect to redundancy payments for employees of employers who have less than 15 employees, only service on or after 1 January 2005 is to be taken into account for the purpose of calculating 'service'.
- 5.3** With respect to redundancy payments for employees of employers who have 15 employees or more, only service on or after 1 January 2004 is to be taken into account for the purpose of calculating 'service'. [Note: the agreement in respect of this issue is without prejudice to the position a party may put in roping-in proceedings.]
- 5.4** Any accident make-up pay clause is to apply in relation to any injury on or after 3 August 2004.
- 5.5** The wages clauses (including all allowances and penalty payments) are to commence operation from the first pay period on or after Monday, 3 January 2005 provided that in all cases the wages clauses commence operation no later than 5 January 2005.
- 6.** The Drilling and Exploration Industry (AWU) Victorian Common Rule Declaration 2005 shall not apply to employers respondent by any means to any award of the Commission in respect of the employment by them of employees covered by that award.
- 7.** This declaration shall not apply to a person with disability who is eligible for a Disability Support pension and who is employed by a supported employment service that receives funding under the *Disability Services Act 1986* (Cth) to provide support for that person. [See Note 1 below]
- 8.** An employer who is making superannuation contributions into a complying superannuation fund, within the meaning of the *Superannuation Industry (Supervision) Act 1993* (Cth), on behalf of an employee covered by this declaration, prior to the date of effect of this declaration is exempt from any provision in the award which specifies the fund or funds into which superannuation contributions are to be paid. [See note 2 below]

**9.** In the event of a dispute about the entitlement of an employer to set-off entitlements and benefits provided under a contract of employment made prior to the date of this declaration against entitlements and benefits required to a Board of reference consisting of a member of the Commission which shall determine whether or not such a set-off should be permitted having regard to what is fair and equitable in all the circumstances of the case, without regard to technicalities and legal forms.

**9.1** An appeal lies from a decision of a Board of reference to a Full bench of the Commission.

**9.2** This clause shall apply for a period of twelve months from the commencement date of the Drilling and Exploration Industry (AWU) Victorian Common Rule Declaration 2005.

**9.3** Any registered organisation bound by the terms of the Drilling and Exploration (AWU) Victorian commons Rule Declaration 2005 shall be notified of the time and date of hearing in relation to any application made pursuant to this provision.

**10.** Nothing in this declaration reduces or in any way detracts from any accrued rights to any forms of leave including sick leave, annual leave, long service leave or parental leave to which employees or any of them have become entitled by accrual or otherwise prior to the commencement date in clause 11 below.

**11.** This declaration shall be an award of the Commission, shall come into force on 1 January 2005 and shall remain in force for a period of three months and thereafter in accordance with the Act. [See note 3 below]

Note 1

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

2. The intention of this provision is limited to preventing the award from applying to sheltered workshops (i.e. supported employment services) – it does not prevent the award from applying to employees with disabilities in open employment.

3. Leave is reserved for any party to have this issue reconsidered in the light of any developments in the national process which is currently considering workplace relations issues for sheltered workshops. This national process includes the Disability Sector National Industry Consultative Council and any related applications that seek award coverage for sheltered workshops.

## Note 2

1. The purpose of the exception above is to maintain the status quo in respect of employers who, as at the date of effect of the common rule declaration, are making superannuation contributions into a complying superannuation fund. These employers will not be required to change their existing arrangements. Nor will there be any requirement for the existing arrangements to be the subject of an agreement between the employer and employees. For the avoidance of doubt, the exception continues to apply to employers who are making superannuation contributions to complying superannuation funds which are successor funds (as defined in Regulation 1.03 of the *Superannuation Industry (Supervision) Regulations 1994* (Cth), or as amended or replaced by other legislation) into which benefits are transferred, after the date of effect of the common rule declaration, in accordance with the *Superannuation Industry (Supervision) Act 1993* (Cth) and the Regulations thereunder. Further, "existing arrangements" includes the making of contributions to such funds.
2. The exception is in respect of current and future employees of the employers who are entitled to the benefit of the exemption.
3. The exception does not apply to new businesses which are established after the date on which the award is declared to have effect as a common rule.
4. The exception only applies to employers who are required to apply the terms of the award by virtue of the Common Rule declaration. It does not apply to employer who are named respondents to the award or who are parties bound by virtue of their membership of an employer organisation.
5. The exception applies subject to any Commonwealth legislation to the contrary.

## **Note 3**

Subject to s.133 of the *Workplace Relations Act 1996* and any order of the Commission, an award dealing with particular matters continues in force until a new award is made dealing with the same matters (see s.148 of the *Workplace Relations Act 1996*).

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