

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

AUSTRALIAN INDUSTRIAL REGISTRY LOOSE-LEAF CONSOLIDATION

ORIGIN ENERGY RESOURCES LIMITED HYDROCARBONS AND GAS
(PRODUCTION AND PROCESSING EMPLOYEES) AWARD 2003

This award as varied to 20 September 2005 (variation PR962171) comprises pages:

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Note: This award consolidates the Boral Energy Resources Limited Hydrocarbons and Gas (Production and Processing Employees) Award 1997 [AW770599/B1385]

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AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996

Review of award pursuant to Item 51 of Part 2 of Schedule 5 of the
Workplace Relations and Other Legislation Amendment Act 1996
(C No. 00797 of 1999)

**BORAL ENERGY RESOURCES LIMITED HYDROCARBONS AND GAS
(PRODUCTION AND PROCESSING EMPLOYEES) AWARD 1997**

(ODN C No. 20123 of 1997)
[Print P6006 [AW770599]]

Various employees

Oil and gas industry

COMMISSIONER LEWIN

MELBOURNE, 10 JANUARY 2003

Award simplification.

ORDER

A. Further to the decision issued by the Commission on 10 January 2003, [PR926561] the above award is varied as follows:

By deleting all clauses and inserting the following:

PART 1 - APPLICATION AND OPERATION OF AWARD

1. TITLE

This award shall be referred to as the Origin Energy Resources Limited Hydrocarbons and Gas (Production and Processing Employees) Award 2003.

2. AREA AND INCIDENCE

2.1 This award shall apply in the Commonwealth of Australia and adjacent areas as defined in the Petroleum (Submerged Lands) Acts in force from time to time whether Commonwealth or State as the case may be.

2.2 This award shall be binding upon The Australian Workers' Union and the members thereof and upon the Oil Company of Australia Limited and Origin Energy Resources Limited and shall govern the wages and conditions of employment of all employees employed by the said employer in or in connection with preparatory work, maintenance and servicing and the production processing, piping, accumulation and distribution of hydrocarbons or other products whether in solid or fluid form from oil and gas fields and work incidental thereto.

3. OPERATION AND DURATION

This award shall come into operation as from the first pay period commencing on or after 10 January 2003 and shall continue in force for a period of six months.

4. ARRANGEMENT

This award is arranged as follows:

Part 1 - Application and operation of award

1. Title
2. Area and incidence
3. Operation and duration
4. Arrangement
5. No reduction

Part 2 Award flexibility

6. Special provisions for isolated areas

Part 3 - Communication, consultation and dispute resolution

7. Grievance procedure
8. Consultation

Part 4 - Contract of employment and related matters

9. Contract of employment

Part 5 - Wage and related matters

10. Wage rates - adults
11. Juniors
12. Mixed functions
13. Payment of wages
14. Shift allowances
15. Special rates

Part 6 - Hours of work and overtime

16. Hours of work
17. Overtime

Part 7 - Leave and public holidays

18. Public holidays
19. Sick leave
20. Annual leave
21. Bereavement leave
22. Maternity leave

5. NO REDUCTION

Nothing in this award shall operate to reduce the rate of pay of employees engaged at the commencement date of this award.

PART 2 AWARD FLEXIBILITY

6. SPECIAL PROVISIONS FOR ISOLATED AREAS

6.1 In lieu of the provisions of Part 6 of this award, the following shall apply where employees are working in isolated areas:

- 6.1.1** The total ordinary hours of work shall be 38 hours multiplied by the number of weeks in the cycle.
- 6.1.2** The number of ordinary hours worked in a day without payment of overtime may be agreed upon by the employer and the employee concerned provided that the number of days in a cycle on which ordinary time may be worked shall not exceed five days multiplied by the number of weeks in the cycle.
- 6.1.3** The number of ordinary hours to be worked in a day as arranged by the employer and employee concerned shall be the regular rostered hours of the day and except as provided in 6.1.4 and 6.1.5 overtime shall be paid for any time in excess of the regular rostered hours of the day.
- 6.1.4** Where Saturdays are worked in the cycle the regularly rostered hours shall be paid for at time and a half and time in excess of the regularly rostered hours shall be paid for at double time.
- 6.1.5** Where Sundays are worked in the cycle the regularly rostered hours shall be paid for at double time and time in excess of the regularly rostered hours shall be paid for at double time.

- 6.1.6** When an employee is required to live in a camp at the site, the employer is to provide suitable board and accommodation, free of charge, at the site.

PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

7. GRIEVANCE PROCEDURE

- 7.1** Subject to the Workplace Relations Act 1996, any dispute or claim shall be dealt with in the following manner:

7.1.1 The matter shall be submitted by the accredited union representative on the job to the Industrial Relations Officer or other appropriate officer of the employer.

7.1.2 If not settled, the matter shall be formally submitted by the State Secretary or other appropriate official of the Union to the employer.

7.1.3 If the matter is still not settled, it shall be submitted to a member of the Australian Industrial Relations Commission whose decisions shall be final and shall be accepted by the parties.

7.1.4 While the above procedure is being followed, work shall continue normally where it is agreed that there is an existing custom, but in other cases the work shall continue at the instruction of the employer.

7.1.5 No party shall be prejudiced as to final settlement by the continuance of work in accordance with this subclause.

8. CONSULTATION

8.1 The Employer, employees and the Union shall work to develop effective consultative procedures to enable a Joint Consultative Committee to function as a body committed to improving the efficiency, productivity and international competitiveness of the operation.

8.2 Measures raised for consideration under this clause shall include any review of the classification structure, the facilitative provisions contained in the award and matters concerning training.

PART 4 - CONTRACT OF EMPLOYMENT AND RELATED MATTERS

9. CONTRACT OF EMPLOYMENT

9.1 Employment shall be by the week.

9.2 It is a condition of employment that employees present themselves at the designated assembly point at or before the nominated time on the day of departure.

- 9.3 Where an employee has less than a years service, employment shall be terminated by a week's notice on either side given at any time during the week or by the payment or forfeiture of one week's wage as the case may be subject to section 170CM of the *Workplace Relations Act 1996*. The employer may dismiss an employee without notice for misconduct and in such cases wages shall be paid up to the time of dismissal only. The employer may deduct payment for any day the employee cannot be usefully employed because of any strike or through any breakdown of machinery or any stoppage of work by any cause for which the employer cannot reasonably be held responsible.
- 9.4 Where an employee has given notice the employment shall continue until the date of the expiration of such notice.
- 9.5 A day worker may be required by the employer to transfer to shift work and a shift worker may be required to transfer to day work and thereafter to observe those respective classes of work, provided that the change from one class of work to another shall not be made without the payment of overtime rates unless the employee has had eight hours off duty between the time of ceasing and commencing duty.
- 9.6 An employee shall perform such work as the employer shall from time to time reasonably require.
- 9.7 An employee not attending for duty shall, except when on paid leave of absence, lose pay for the actual time of such non-attendance.

PART 5 - WAGE AND RELATED MATTERS

10. WAGE RATES - ADULTS

[10.1 substituted by PR962171 ppc 17Aug05]

- 10.1 For work done during ordinary hours an adult employee of a classification specified in the table hereunder shall be paid at the respective rate per week assigned to that classification:

CLASSIFICATION	WEEKLY WAGE
	\$
Division 1 - Field operations	
Senior Production Operator	592.10
Production Operator A	570.20
Production Operator B	547.50
Utilityperson	524.00
Head Cook	578.50
Other Cook	535.00
Cook's Offsider	506.50
Camp Attendant	506.50

CLASSIFICATION**WEEKLY WAGE**

\$

Division 2 - Pipeline operations

Field Operator A	592.10
Field Operator B	559.60
Pipeline Operator A	592.10
Pipeline Operator B	559.60
Utilityperson	508.10
Head Cook	578.50
Other Cook	535.40
Cook's Offsider	500.60
Camp Attendant	500.60

10.1(a)**CLASSIFICATION****WEEKLY WAGE**

\$

Leading hand shall be paid the following rates:

- in charge of not less than three and not more than ten	21.50
- in charge of more than ten and not more than twenty employees	33.60
- in charge of more than twenty employees	43.40

[10.2 substituted by PR962171 ppc 17Aug05]

10.2.1 The rates of pay in this Award include the arbitrated safety net adjustment payable under the *Safety Net Review - Wages June 2005* [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 over award arrangements. Absorption which is contrary to the terms of an agreement is not required.

10.2.2 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.

11. JUNIORS

11.1 The minimum rates of wages to be paid to juniors shall be calculated at the respective percentages set out in the table hereunder of the classification in which the junior is employed:

Age	Percentage
	%
Under 17 years of age	80
At 17 years of age	90
At 18 years of age	Adult rates

11.2 Adjustments in accordance with this clause shall be calculated in multiples of 5 cents, amounts of 2 cents or less being taken to the lower multiple and amounts in excess of 2 cents being taken to the higher multiple.

12. MIXED FUNCTIONS

An employee engaged for more than three hours on any day or shift on duties carrying a higher rate than the ordinary classification shall be paid the higher rate for such day or shift. If so engaged for three hours or less on any day or shift the payment is at the higher rate for the time so worked.

13. PAYMENT OF WAGES

13.1 Until further order, existing methods of payment of wages shall be continued.

13.2 Wages shall be paid weekly or fortnightly, and not later than the third day after they fall due.

13.3 Upon termination of employment, wages due to an employee shall be paid on the day of such termination or forwarded by post on the next working day.

13.4 An employee kept waiting for wages on pay day after the usual time for ceasing work shall be paid at overtime rates until payment is made.

13.5 On or prior to pay day, the employer shall state to each employee in writing the amount of wages due, the amount of deductions made and the net amount being paid.

13.6 An employer may pay wages due by cash, cheque, or into a bank account nominated by the employee.

14. SHIFT ALLOWANCES

[14 varied by PR962171 ppc 17Aug05]

An employee engaged on shift work shall be paid \$9.70 while employed on afternoon or night shifts of eight hours duration in any area covered by this Part.

15. SPECIAL RATES

15.1 All claims for special rates are to be made before completion of the work. In the case of disagreement between a foreman and an employee, the employee or a union representative shall be entitled, within 24 hours, to ask for a decision on the employee's claim by the officer responsible for the management of the plant concerned. In such cases a decision shall be given on the employee's claim within 48 hours (unless that time expires on a non-working day in which case it shall be given during the next working day), or else the said allowance shall be paid. In the event of disagreement work is to continue normally pending finalisation of the claim.

15.2 Where an employee claims payment of a special rate not specifically provided herein, the employee or a union representative, shall be entitled, within twenty four hours, to ask for a decision on the claim. In such a case a decision shall be given on the employee's claim within forty eight hours (unless that time expires on a non-working day in which case it shall be given during the next working day), or else the said claim shall be paid.

15.3 Subject to 15.1, in addition to wage rates elsewhere prescribed in this Part the following special rates shall be paid:

15.3.1 Boiler, etc., cleaning

[15.3.1 varied by PR962171 ppc 17Aug05]

Cleaning or scraping inside the gas or water space of any boiler or flue or column
- \$1.02 per hour extra.

15.3.2 Cold places

[15.3.2 varied by PR962171 ppc 17Aug05]

Working continually for more than one hour in places where the temperature is reduced by artificial means below 0 degrees Celsius - \$0.35 per hour extra. Where work continues for more than two hours employees shall be entitled to a rest period out of the cold area of twenty minutes every two hours without the loss of pay.

15.3.3 Confined spaces

[15.3.3 varied by PR962171 ppc 17Aug05]

Working in confined spaces, i.e. a compartment, space or place the dimensions of which necessitate an employee working in a stooped or otherwise cramped position, or without proper ventilation - \$0.47 per hour extra.

15.3.4 Dirty work

[15.3.4 varied by PR962171 ppc 17Aug05]

Work of which a foreman and an employee shall agree is of an unusually dirty or offensive nature, \$0.35 per hour extra with a minimum payment of \$1.02 on any day or shift when payments due under this clause for any work of a dirty nature total less than \$1.02, provided that the said minimum shall not be payable if the employer provides protective clothing.

15.3.5 Height money

[15.3.5 varied by PR962171 ppc 17Aug05]

An employee engaged in the construction, erection, repair and/or maintenance of structures or working on a bosun's chair or swinging stage at a height in each case of fifty feet or more directly above the nearest horizontal plane shall be paid \$0.47 per hour extra.

15.3.6 Hot places

[15.3.6 varied by PR962171 ppc 17Aug05]

Working for more than one hour in places where the temperature in the shade is raised by artificial means to 46 degrees Celsius or more, \$0.47 per hour extra. Where work continues for more than one hour in temperatures raised by artificial means exceeding 46 degrees Celsius, an employee shall also be entitled to 15 minutes rest after each hour's work without deduction of pay.

15.3.7 Respirators

[15.3.7 varied by PR962171 ppc 17Aug05]

15.3.7(a) All jobs requiring the use of a full face mask respirator with canister or self contained air supply (other than a blower type respirator or a respirator with self contained air supply of the Scott Air Pack type), \$0.56 per hour extra. Provided that this rate shall not apply to the use of such respirators for any continuous period of less than fifteen minutes duration.

15.3.7(b) All jobs requiring the use of a respirator with self contained air supply of the Scott Air Pack Type, \$1.02 per hour extra.

15.3.7(c) Jobs requiring the use of a blower-type respirator:

15.3.7(c)(i) where the work performed is inside a tank, payment to be made to all members of the team operating the equipment up to three in number provided that each takes a turn inside the tank; or

15.3.7(c)(ii) where the work is performed elsewhere, payment to be made only to the employee or employees who wear the respirator - \$1.02 per hour extra.

15.3.8 Slag wool

[15.3.8 varied by PR962171 ppc 17Aug05]

An employee handling slag wool, loose insulwool, or other loose material of a like nature used for providing insulation against heat, cold or noise shall when so employed on the construction, repair or demolition of furnaces, pipework, walls, floors, and/or ceilings be paid \$0.47 per hour extra.

15.3.9 Tank cleaning, etc.

[15.3.9 varied by PR962171 ppc 17Aug05]

15.3.9(a) An employee cleaning inside an enclosed white product tank, \$0.35 per hour extra.

15.3.9(b) An employee cleaning inside an enclosed black oil tank, lubricating oil tank, bitumen tank, rail tank cars, motor vehicle tank and tanks on waterborne craft, \$1.02 per hour extra.

15.3.10 Wet places

[15.3.10(a) varied by PR962171 ppc 17Aug05]

15.3.10(a) An employee working in any place where clothing or boots become saturated, whether by water, oil or otherwise shall be paid \$0.35 per hour extra.

15.3.10(b) Provided that this extra rate shall not be payable to an employee who is provided by the employer with suitable and effective protective clothing and/or footwear.

15.3.10(c) Provided further that an employee who becomes entitled to this extra rate shall be paid such extra rate for such part of the day or shift worked in wet clothing or boots.

15.3.11 Special rates not cumulative

Where more than one of the disabilities in 15.3 entitling an employee to extra rates exists on the same job, the employer shall be bound to pay only one rate, namely, the highest for the disabilities so prevailing. Provided that this subclause shall not apply to cold places, confined spaces, dirty work, height money, hot places or wet places, the rates for which are cumulative.

15.3.12 Rates not subject to penalty additions

The special rates herein prescribed shall be paid irrespective of the times at which the work is performed, and shall not be subject to any premium or penalty additions.

PART 6 - HOURS OF WORK AND OVERTIME

16. HOURS OF WORK

16.1 Day work (other than Cook's and Cook's offside)

16.1.1 The ordinary working hours shall be thirty-eight per week to be worked in daily periods of 7.6 hours continuously except for meal breaks on Monday to Friday inclusive.

16.1.2 The normal 7.6 hours working day shall be broken for a meal break for a period of at least thirty minutes and of not more than one hour, which break shall not be paid for. Such meal break shall commence not later than two hours after the middle of the day work period.

16.2 Shift work (other than Cooks and Cook's Offsiders)

16.2.1 The ordinary hours when working on shift work shall not exceed eight hours in any day, except when any excess is caused by the normal rotation of shifts; provided that for the purpose of rostering, the ordinary hours also shall not exceed an average of thirty-eight hours per week spread over cycles of two, three or four weeks as the case may be:

Shifts may be worked

Midnight to 8.00 a.m.	Night shift (morning tour)
8.00 a.m. to 4.00 p.m.	Day shift (daylight tour)
4.00 p.m. to midnight	Afternoon shift (evening tour)

16.2.2 These times and hours may be varied by agreement between the employer and the majority of the employees concerned.

16.2.3 All shifts of more than four hours shall include a paid crib time of twenty minutes which shall be taken at such time as to not interrupt continuity of work.

16.2.4 The minimum rate to be paid to any shift worker for work performed between midnight on Friday and midnight on Saturday shall be time and a half.

16.2.5 A shift worker for work on a rostered shift, the major portion of which is performed on a Sunday, shall be paid at the rate of double time.

16.2.6 The extra rates prescribed in 16.2.4 and 16.2.5 shall be in substitution for and not cumulative upon the shift work allowance prescribed in clause 14 of this award.

16.3 Cooks and cook's offsiders

The ordinary hours for work for Cooks and Cook's Offsiders shall not exceed 38 in any one week or 7.6 in any one day.

17. OVERTIME

17.1 For all time worked in excess of or outside of the ordinary working hours prescribed by this award, employees shall be paid as follows:

17.1.1 Day workers and non-continuous shift workers - for work performed in excess of the prescribed ordinary hours on any day or shift; at the rate of time and a half for the first two hours and at double time thereafter, except where such excess hours are caused by normal rotation of shifts. Provided that, for overtime work performed on a Saturday, payment shall be made at the rate of time and one half for the first two hours and double time thereafter and for all work performed on a Sunday at the rate of double time.

- 17.1.2** Continuous shift workers - for work performed in excess of the prescribed ordinary hours on any one shift at the rate of double time except where such excess hours are caused by normal rotation of shifts.
- 17.3** For the purpose of calculating overtime each day shall stand alone, except when such overtime continues into the next day.
- 17.4** Where an employee works so much overtime continuous with the completion of normal hours, in one day, so that at least eight consecutive hours off duty between the work of successive days is available all time is paid at double the ordinary rate until eight consecutive hours off duty are available. Provided however, that the employee shall be paid at the ordinary rate for all ordinary time occurring during such eight hours off duty.
- 17.4.1** An employee recalled to work overtime after leaving the employer's business premises (whether notified before or after leaving the premises) shall be paid for a minimum of four hours work at the appropriate rate for each time so recalled; provided that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full four hours if the job subject to the recall is completed within a shorter period. This subclause shall not apply where it is customary for an employee to return to the employer's premises to perform a specific job outside ordinary working hours, or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.
- 17.4.2** Overtime worked in the circumstances specified in this subclause shall not be regarded as overtime for the purposes of 17.4 where the actual time worked is less than four hours on such recall or on each of such recalls.

PART 7 - LEAVE AND PUBLIC HOLIDAYS

18. PUBLIC HOLIDAYS

- 18.1** Except as hereinafter provided, an employee shall be entitled to the following public holidays without loss of pay:
- 18.1.1** New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Adelaide Cup Day (in South Australia), Labour Day, Anzac Day, Queen's Birthday, Christmas Day, Boxing Day or such other day as is generally observed in the locality as a substitute for any of the said days.
- 18.2** Provided, however, that in Western Australia, Foundation Day shall be observed as a holiday in lieu of Easter Saturday.
- 18.3** Provided further, that in South Australia, Commemoration Day (28 December) shall be observed as a holiday in substitution of Boxing Day.

- 18.4** By agreement between an employer and the majority of his employees in a particular work place, other days may be substituted for any of the said days.
- 18.5** Where an employee is absent from the place of employment on the working day before or the working day after a public holiday prescribed in 18.1 without reasonable excuse, or without the consent of the employer, the employee shall not be entitled to payment for such holiday or holidays.
- 18.6** Work done on any of the public holidays prescribed in this clause shall be paid for at the rate of double time and a half.
- 18.7** Where consequent upon any visit to Australia of Her Majesty the Queen or any other member of the Royal Family, a public holiday is proclaimed by Order in Council or otherwise gazetted by the authority of the Commonwealth or of the State Government under any State Act throughout any Commonwealth or Territory or any State or part thereof, such day shall within the defined locality be deemed to be a holiday for the purposes of this award. Provided that an employee shall not be entitled to the benefit of more than one holiday consequent upon such visit.
- 18.8** Where in a State or Territory or locality within a State or Territory a holiday is enacted, proclaimed or gazetted by authority of the Commonwealth Government or a State or Territory Government in substitution for a public holiday mentioned in this clause, 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, then such day shall be deemed to be a holiday for the purposes of this Part, and employees covered by this Part who are employed in the State, Territory or locality in respect of which such holiday has been proclaimed or gazetted shall be entitled to such holiday.
- 18.9** In the event of a substitute being enacted, proclaimed or gazetted as aforesaid, the day on which the public holiday falls in fact shall not be deemed to be a holiday for any purpose of this Part.
- 18.10** 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 shall be deemed to be a holiday for the purposes of this part, for employees covered by this part, who are employed in the State, Territory or locality in respect of which the holiday has been proclaimed or ordered as required.
- 18.11** An employee whose rostered day off falls on a day observed as a public holiday shall, if not required to work, receive 7.6 hours pay at the ordinary rate in addition to the weekly wage.

19. SICK LEAVE

- 19.1** After four weeks service an employee who is absent from work on account of personal illness or on account of injury by accident, which is not workers compensation shall, on production within forty eight hours of the commencement of such absence, evidence of illness or injury satisfactory to the employer, be entitled to leave of absence on the prescribed rate of pay for a period of 10 X 7.6 hours per annum provided that in the first year of employment, sick leave, will accrue, at the rate, per month, of one twelfth (1/12) of an annual entitlement of 8 X 7.6 hours.
- 19.2** Such sick leave shall accumulate from year to year so that any balance of the period specified in 19.1 which has in any year not been allowed to any employee as paid sick leave may be claimed by the employee and, subject to the conditions herein prescribed, shall be allowed by that employer in any subsequent year without diminution of the sick leave prescribed in respect of that year.

20. ANNUAL LEAVE

- 20.1** Except as otherwise provided by this clause a period of 28 consecutive days leave shall be allowed annually to an employee after one year's continuous service with an employer.
- 20.2** In addition to the leave prescribed in 20.1, an employee who is regularly rostered over a period of three weeks to work on any day of the week not excluding Sundays and holidays shall be allowed an additional seven consecutive days leave. Provided that where an employee is so rostered for a part of the year the amount of additional leave shall be the same proportion of seven days as such part bears to a year.
- 20.3** Subject to this subclause, the annual leave prescribed by this clause shall be exclusive of any of the holidays prescribed by clause 18 - Public holidays, and if any such holiday falls within an employee's period of annual leave and observed on a day which, in the case of that employee would have been an ordinary working day, there shall 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.
- 20.4** Where a holiday falls as aforesaid and the employee fails, without reasonable cause, to attend for work at the ordinary starting time on the working day immediately following the last day of the period of annual leave shall not be entitled to be paid for any such holiday.
- 20.5** Annual leave shall be allowed and taken in a continuous period not later than six months after it accrues and wherever practicable at the time an employee specifies. Provided that if so requested by an employee, annual leave shall be allowed and taken in not more than two separate periods and wherever practicable, at the time chosen by the employee, and provided further that by mutual agreement the period of six months may be extended.

20.6 An employee before going on leave shall be paid as follows:

20.6.1 Where the employee is regularly rostered over a period of three weeks to work on any day of the week the payment shall be the amount of wages that would have been received had the leave not been taken during the relevant period. Such wages shall be calculated by including where applicable:

20.6.1(a) ordinary wage rates prescribed in clause 10 - Wage rates - adults and clause 12 - Mixed functions;

20.6.1(b) the allowances payable pursuant to clause 15 - Special rates.

20.6.1(c) the rate payable pursuant to clause 6 - Special provisions for isolated areas for regularly rostered time in excess of the total ordinary hours of this award; and

20.6.1(d) qualification allowances, service grants and overaward payments for ordinary hours of work,

20.6.1(e) but shall not include overtime payments (except as provided by 20.6.1(c)) nor travelling allowances.

20.6.2 Other employees shall, for each complete week of leave, be paid their weekly wage rate pursuant to clauses 10 - Wage rates - adults and 11 - Juniors plus a loading of 17-1/2 per cent and shall also be paid any qualification allowances, service grants and overaward payments.

20.7 If an employee:

20.7.1 After one week's continuous service in the first qualifying twelve monthly period with an employer lawfully leaves the employment of the employer or the employment is terminated by the employer through no fault of the employee; or

20.7.2 After twelve month's continuous service with an employer an employee leaves the employment, or the employment is terminated by the employer, for any reason, shall in respect of the period worked and for which no leave has been given:

be paid the cash equivalent of annual leave in the same proportion as the payment prescribed in 20.6.

21. BEREAVEMENT LEAVE

An employee on weekly hiring shall be entitled to a maximum of three days leave without loss of pay on each occasion and on production of satisfactory evidence of the death in Australia of the employee's wife, husband, father, mother, brother, sister or child, mother-in-law, father-in-law or grandparent. For the purpose of this clause "wife" and "husband" shall include de facto wife or husband.

22. 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.

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

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

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

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

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

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

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

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

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

22.1 Definitions

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

22.1.2 Subject to 22.1.3, in this clause, **spouse** includes a de facto or former spouse.

22.1.3 In relation to 22.5, spouse includes a de facto spouse but does not include a former spouse.

22.2 Basic entitlement

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

22.2.2 Subject to 22.3.6, parental leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:

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

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

22.3 Maternity leave

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

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

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

22.3.2 When the employee gives notice under 22.3.1(a) the employee must also provide a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.

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

22.3.4 Subject to 22.2.1 and unless agreed otherwise between the employer and employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of birth.

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

22.3.6 Special maternity leave

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

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

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

22.3.7 Where leave is granted under 22.3.4, during the period of leave an employee may return to work at any time, as agreed between the employer and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.

22.4 Paternity leave

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

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

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

22.4.1(c) a statutory declaration stating:

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

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

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

22.4.2 The employee will not be in breach of 22.4.1 if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

22.5 Adoption leave

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

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

22.5.2(a) the employee is seeking adoption leave to become the primary care-giver of the child;

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

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

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

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

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

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

22.6 Variation of period of parental leave

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

22.7 Parental leave and other entitlements

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

22.8 Transfer to a safe job

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

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

22.9 Returning to work after a period of parental leave

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

22.9.2 An employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to 22.8, the employee will be entitled to return to the position they held immediately before such transfer.

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

22.10 Replacement employees

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

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

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