

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

AUSTRALIAN INDUSTRIAL REGISTRY LOOSE-LEAF CONSOLIDATION

QUEENSLAND ALUMINA LIMITED AWARD 2003

This award as varied to 21 July 2005 (variation PR959671 and PR960469) comprises pages:

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This award consolidates AW794062.

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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
(C No. 689 of 1998)

QUEENSLAND ALUMINA LIMITED AWARD 1983

(ODN C No. 5289 of 1980)

[AW794062 Print J3094]

Aluminium industry

SENIOR DEPUTY PRESIDENT HARRISON

SYDNEY, 25 JUNE 2003

Award simplification

ORDER

A. The above award is varied as follows:

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

PART 1 – APPLICATION AND OPERATION OF AWARD

1. AWARD TITLE

This award shall be known as the Queensland Alumina Limited Award 2003.

2. ARRANGEMENT

[2 substituted by PR960469 ppc Jul05]

This award is arranged as follows:

Part 1 – Application and operation of award

1. Award title
2. Arrangement
3. Anti-discrimination
4. Commencement date of award and period of operation
5. Parties bound
6. Coverage of award

Part 2 – Dispute resolution

7. Procedure to avoid industrial disputes

Part 3 – Employment categories, classifications and related arrangements

8. Contract of employment
9. Assessment and classification procedures
10. Classification structure
11. Skill level definitions
12. In-charge positions
13. Definitions of in-charge positions
14. Training

Part 4 – Wages and related matters

15. Wage rates
16. Apprenticeship
17. Adult apprentices
18. National Training Wage
19. Supported wage system
20. Allowances
21. Shift work allowances
22. Extra rates not cumulative
23. Payment of wages

Part 5 – Hours of work and related matters

24. Hours of work
25. Weekend penalty rates – continuous shift
26. Operations continuous shift work penalty
27. Overtime

Part 6 – Holidays and leave

28. Notice board
29. Holidays
30. Annual leave
31. Sick leave
32. Bereavement leave
33. Redundancy

3. ANTI-DISCRIMINATION

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

3.2 Accordingly, in fulfilling their obligations under the disputes 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 efforts.

3.3 Nothing in this clause is to be taken to affect:

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

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

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

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

4. COMMENCEMENT DATE OF AWARD AND PERIOD OF OPERATION

This order shall come into force from the beginning of the first pay period to commence on or after 30 June 2003 and shall remain in force for a period of six months.

5. PARTIES BOUND

5.1 This award shall be binding upon Queensland Alumina Limited and on the following organisations of employees and on the members thereof:

- The Australian Workers' Union
- The Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia
- The Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union

5.2 In respect of the employment by Queensland Alumina Limited of members of the said organisations in or in connection with its operations carried out at Gladstone, Queensland.

6. COVERAGE OF AWARD

6.1 This award shall apply to Queensland Alumina Limited (the Company) as to employment by it of members of the following organisations of employees (the unions), namely:

- 6.1.1 The Australian Workers' Union in so far as persons come within the classification of Refinery worker in the raw materials, process plant and services streams appearing in clause 10 – Classification structure;
- 6.1.2 The Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia; insofar as persons come within the classification of Refinery tradesperson in the electrical/electronic stream appearing in clause 10 – Classification structure;
- 6.1.3 The Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union; in so far as persons come within the classification of Refinery tradespersons in the mechanical stream and Refinery worker in the boiler station stream appearing in clause 10 – Classification structure;

in or in connection with its operations as carried out at Gladstone, Queensland.

PART 2 – DISPUTE RESOLUTION

7. PROCEDURE TO AVOID INDUSTRIAL DISPUTES

- 7.1 Should any grievance or claim by any employee remain unresolved after consultation with the employee's immediate supervisor the matter shall be dealt with in the following manner:
 - 7.1.1 The matter shall be submitted by the section union delegate or other employee representative to the superintendent of the appropriate department.
 - 7.1.2 If not settled the matter shall be submitted by the senior union delegate or other employee representative to the manager of the appropriate department.
 - 7.1.3 If still not settled the matter shall be submitted by the senior union delegate or other employee representative to the Human Resources Officer or other appropriate officer of the company.
 - 7.1.4 If still not settled the matter shall be formally submitted by the State Secretary or other appropriate officer of the union or other employee representative concerned to the company or by the company to the State Secretary or other appropriate officer of the union or other employee representative concerned.
 - 7.1.5 If agreement has not been reached the matter shall then be discussed between the company and the Federal body of the union or other employee representative concerned.
 - 7.1.6 If still not settled either party may submit the matter to the Australian Industrial Relations Commission for determination in accordance with the *Workplace Relations Act 1996*.
 - 7.1.7 No party shall be prejudiced as to final settlement by the continuance of work whilst the dispute settling procedure is being followed.

PART 3 – EMPLOYMENT CATEGORIES, CLASSIFICATIONS, AND RELATED ARRANGEMENTS

8. CONTRACT OF EMPLOYMENT

8.1 Except as provided below, employment shall be by the week. An employee not specifically engaged as a casual employee shall be deemed to be employed by the week.

8.2 An employee may be engaged by the week to work on a part-time basis.

8.2.1 An employee so engaged shall be paid per hour 1/38 of the weekly rate prescribed by clause 15 – Wage rates and 20.1.2 for the classification in which the employee is engaged.

8.2.2 Part-time employees shall be entitled to a proportionate payment for leave entitlements arising under this award.

8.2.3 In each instance the proportionate payment shall be calculated by dividing the average number of hours worked each week by 38.

8.3 An employee shall perform such work as the Company shall from time to time require.

8.3.1 The scope of work an employee may be required to perform by the Company will be based on ability. Ability means that the employee is competent to perform the work. Provided duties are not designed to promote deskilling.

8.3.2 An employee shall use such tools and equipment as the Company shall from time to time require provided the employee has been properly trained and competent in the use of such tools and equipment.

8.3.3 Nothing in this subclause shall restrict the training of employees.

8.4 Except during a period of approved paid leave, an employee not attending for duty shall not be entitled to payment for the actual time of such non-attendance.

8.5. NOTICE OF TERMINATION

[8.5 substituted by PR960469 ppc Jul05]

8.5.1 Notice of termination by employer

8.5.1(a) 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

8.5.1(b) In addition to the notice in 8.5.1(a), 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.

8.5.1(c) Payment in lieu of the prescribed notice in 8.5.1(a) and 8.5.1(b) 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.

8.5.1(d) 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:

8.5.1(d)(i) the employee's ordinary hours of work (even if not standard hours); and

8.5.1(d)(ii) the amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties; and

8.5.1(d)(iii) any other amounts payable under the employee's contract of employment.

8.5.1(e) The period of notice in this clause does not apply:

8.5.1(e)(i) in the case of dismissal for serious misconduct;

8.5.1(e)(ii) to apprentices;

8.5.1(e)(iii) to employees engaged for a specific period of time or for a specific task or tasks;

8.5.1(e)(iv) 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

8.5.1(e)(v) to casual employees.

8.5.1(f) Continuous service is defined in clause 30.5.

8.5.2 Notice of termination by an employee

8.5.2(a) 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.

8.5.2(b) If an employee fails to give the notice specified in 8.5.1(a) 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 8.5.1(d).

8.5.3 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.

8.5.4 Transmission of business

Where a business is transmitted from one employer to another, as set out in clause 33 - 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.

8.5.5 Where an employee has given or been given notice in accordance with 8.5 the employee shall continue in employment until the date of the expiration of such notice. An employee who, having given or been given notice, without reasonable cause is absent from work during such period, shall be deemed to have abandoned employment. Proof of reasonable cause shall lie on the employee.

8.5.6 Notwithstanding 8.5.5 the Company may dismiss an employee without notice for malingering, inefficiency, neglect of duty or misconduct and in such cases the wages shall be paid up to the time of dismissal only or deduct payment for any day an employee cannot be usefully employed because of any strike or through any breakdown in machinery or any stoppage of work by any cause for which the Company cannot reasonably be held responsible.

8.6 A casual employee is one engaged and paid as such. A casual employee for working ordinary time, shall be paid per hour 1/38 of the weekly rate prescribed for the classification level in which the employee is engaged plus a loading of twenty percent.

8.6.1 For each engagement a casual employee shall be entitled to a minimum payment of two hours.

8.7 Notwithstanding anything elsewhere contained in this award the Company may select and utilise for timekeeping purposes any fractional or decimal proportion of an hour (not exceeding a quarter of an hour) and may apply such proportion in the calculation of the working time of an employee who without reasonable cause promptly communicated to the Company, reports for duty after the appointed starting time or ceases duty before the appointed finishing time.

8.7.1 If the Company adopts a proportion for the reasons outlined in 8.7 it shall apply the same proportion for the calculation of overtime.

9. ASSESSMENT AND CLASSIFICATION PROCEDURES

9.1 The new classification structure is based on the acquisition of relevant skills by employees rather than on the jobs performed. It provides a basis for career advancement for employees through the logical and progressive acquisition of higher and broader levels of skills. It is a fundamental of the structure that in order to be promoted to a higher level, the employee must complete the minimum training entry requirements as spelt out in the definition for that level and be able to meet the competency standard established for that level.

The following shall be the assessment and classification procedures.

9.2 Classification of new starters

9.2.1 Except as provided in 9.3, new employees (whether they have been employed by the company previously or not) shall be classified as Refinery worker 1 or Refinery tradesperson 1.

9.3 New starters with qualifications

New employees (whether they have been employed by the company previously or not) who hold external qualifications relevant to the classification structure shall be classified as follows:

9.3.1 Refinery worker

9.3.1(a) Raw materials stream

- An employee who holds all the appropriate licences and certificates of competency under mobile equipment modules ME2 and ME3 shall be classified as Refinery worker 4.

- An employee who holds all the appropriate licences or certificates of competency above shall be classified as Refinery worker 3.
- An employee who holds the new coal bunkering certificate of competency shall be classified as Refinery worker 3.
- An employee who holds the certificate of competency covering operation of the bulk loading and unloading equipment which was gained through training on the company equipment shall be classified as Refinery worker 5.

9.3.1(b) Boiler station stream

An employee who holds certificates of competency 1A or 2B shall be classified as Refinery worker 5.

9.3.1(c) Services stream

- An employee who holds four or more, three or two of the specified major certificates of competency shall be classified as Refinery worker 6, 5 or 4 respectively.
- An employee who holds a scaffolders, riggers or crane drivers certificate of competency shall be classified as Refinery worker 4.
- An employee who holds all the appropriate licences and certificates of competency under module ME2 and ME3 shall be classified as Refinery worker 4.
- An employee who holds all the appropriate licences or certificates of competency in outlined above shall be classified as Refinery worker 3.
- Any employee classified in accordance with the above is required to undertake the prescribed training to meet the competency standard for the next highest skill level or in the case of employees in 9.3.1(b) or employees who hold two, three, four or more major certificates, the skill level in which they are so classified. This shall include all the necessary training for any lower skill levels.

9.3.2 Refinery tradesperson

- An employee who has completed post trade course training involving in excess of 120 hours attendance at TAFE and/or 25 percent of an associate diploma course conducted by a college of advanced education shall be classified as Refinery tradesperson 3 and is required to undertake the prescribed training to meet the competency standard for that skill level.

- Any Refinery tradesperson classified in accordance with the above shall be assessed as soon as practicable after commencement of employment. The employee shall be classified in the level immediately below the assessed classification level. When the employee has successfully completed all designated stream core modules of the tradesperson development course, the employee shall be classified in the assessed classification level.

9.4 Transfer of employees

9.4.1 Where an employee is transferred from one stream to another to meet the requirements of the plant, the employee will retain his or her base wage rate, but may be required to undertake the prescribed training to meet the competency standard for the skill level to which the base wage rate attaches.

9.4.2 Where an employee transfers of his or her own volition from one stream to another, the employee will be classified in accordance with the competency standard the employee meets in the new stream.

10. CLASSIFICATION STRUCTURE

10.1 There shall be two classifications namely Refinery tradesperson and Refinery worker. A Refinery tradesperson is an employee engaged as such and who holds a trade certificate or tradespersons rights certificate in a relevant trade. A Refinery worker is any other employee (excluding apprentices and adult apprentices) engaged under this award including a person who holds any trade certificate or tradespersons rights certificate but is not engaged as Refinery tradesperson.

10.2 Within the Refinery tradesperson classification there shall be two streams namely mechanical stream which includes fabrication and building and electrical/electronic stream which includes instrumentation. A Refinery tradesperson shall be deemed to be in the mechanical stream if the employee's trade is mechanical based and the major and substantial proportion of duties are mechanical or in the electrical/electronic stream if the employee's trade is electrical/electronic based and the major and substantial proportion of duties are electrical/electronic.

10.3 Within the Refinery worker classification there shall be four streams namely process plant, raw materials, boiler station and services. A Refinery worker shall be deemed to be in the process plant, raw materials or boiler station stream if the employee is predominantly engaged in operating and associated duties in those respective areas. Other Refinery workers shall be deemed to be in the services stream.

10.4 The streams denote the principle line of skills held and/or being pursued by the employee. The streams do not confer job ownership on or in any way demark the type of work being performed to any particular category of employee.

10.5 Within each classification there shall be eight levels. Each employee shall be classified into the level which matches the employees training, acquired knowledge, skills and competence relevant to the employee's stream in the manner set out in clause 9 – Assessment and classification procedures.

10.6 The definitions of the various levels are set out in clause 11 – Skill level definitions.

11. SKILL LEVEL DEFINITIONS

11.1 Skill level 13 - Refinery worker 1

11.1.1 This is the lowest level of relevant skill of an employee entering the workforce. It contemplates the levels of work skill of a person who has just left school or has been engaged in basic unskilled work or semi-skilled work not related to the Company's operation. Such employees engaged in miscellaneous work prior to and immediately after the formal induction course would be classified at this level of skill.

11.1.2 An employee in this level works to the full extent of ability. Without limiting the scope of work of a Refinery worker 1, duties which are indicative of the level of skill include:

- Miscellaneous unskilled tasks such as lifting, moving, digging, shovelling and sweeping.
- Load and transport materials and equipment about the plant.
- Keep offices, laboratories, lunch rooms, wash areas, toilets, furniture and fixtures clean and sanitary.
- Dispose of trash and perform general clean up work.
- Keep working area and equipment clean, safe and orderly.

11.2 Skill level 12 - Refinery worker 2

11.2.1 This level contemplates the skills of an employee who has received sufficient training and work experience to enable the employee to work, either alone or as part of a team, in performing a semi-skilled function in a non-training mode. The employee will know the fundamentals of the plant health and safety program and the details of relevant safety procedures as will enable the employee to perform duties safely. The employee will be sufficiently skilled in duties to reach the first level of effectiveness as a contributing crew member.

11.2.2 Before entering this level, an employee will successfully complete:

- Plant health and safety induction course.
- Section orientation and area safety module.
- (xxx) Modules of the Refinery worker course.

11.2.3 An employee at this level works to the full extent of ability. Without limiting the scope of work of a Refinery worker 2, duties which are indicative of the level of skill include any and all of those duties listed for Refinery worker 4 as they relate to the Refinery worker course training completed.

11.3 Skill level 11 - Refinery worker 3

11.3.1 This represents the first level of broad semi-skilled competence. It contemplates the skills of an employee who can perform a medium range of semi-skilled and plant and machinery operating functions. The level of skills is commensurate with that of an employee who is midway through Refinery worker 4 training.

11.3.2 Before entering this level, an employee will successfully complete half the training (modules) required for entry into skill level 10 - Refinery worker 4.

11.3.3 An employee at this level works to the full extent of ability. Without limiting the scope of work of a Refinery worker 3, duties which are indicative of the level of skill include any and all of those duties listed for Refinery worker 4 as they relate to the Refinery worker course training completed.

11.4 Skill level 10 - Refinery worker 4

11.4.1 This represents the second level of broad semi-skilled competence. It is commensurate with the skills required for total field operating within a section of the plant and contemplates an employee who can operate, service and maintain to the extent of his or her training all general stations and equipment within a section. It also represents both a level of complete general servicing skills and the first level of specialised servicing skills requiring a major certificate of competency or other specific training.

11.4.2 Before entering this level, an employee will successfully complete the following training:

11.4.2(a) Process stream

- Level 1 lime kiln operations module and/or
- Level 1 oxalate operations module and/or
- All competent operator modules.

11.4.2(b) Raw materials stream

- All competent operator modules.

11.4.2(c) Boiler station stream

- All competent operator modules

11.4.2(d) Services stream

- All competent service worker modules plus any one of the following: mobile equipment module ME2 or mobile equipment module ME3 or training resulting in the award of a scaffolder, rigger, crane driver or dogman certificate of competency or special cleaning modules or other modules covering specific functions of an area which result in an equivalent level of skill.

11.4.3 As the above represents the minimum training entry requirements for this level, employees may be required to complete additional modular training to meet the job requirements of the area.

11.4.4 An employee at this level works to the full extent of ability. Without limiting the scope of work of a Refinery worker 4, duties which are indicative of the level of skill include:

11.4.4(a) Process stream

- Operate equipment to convey, process, weigh, grind, mix and store bauxite, lime, starch, water, caustic, process hydrate, alumina and other process materials.
- Maintain flow, temperature, pressure and density of process liquor, water, steam, oil, air, process hydrate and alumina.
- Operate washing, thickening and filtering units.
- Operate mobile equipment required to maintain movement of material, products, supplies and equipment.
- Assist in equipment start-up, close-down, changes and reversals.
- Apply engineering and services knowledge and skills in or in connection with the operation and servicing of equipment and the preparation of equipment for maintenance.

- Operate lime kilns and oxalate equipment and associated equipment, submit jobs for inclusion in the maintenance schedule, arrange maintenance and prepare plant and equipment for maintenance including isolation and tagging.
- On the job instruction to other personnel.
- Record data.
- Keep working area and equipment clean, safe and orderly.

11.4.4(b) Raw materials stream

- Receive, unload, load, sample and transfer raw materials and finished product to and from storage and process areas.
- Operate conveyors, feeders, pumps, bucket elevators and similar equipment, to store, weigh, blend and transfer bauxite, alumina, coal, fuel oil, lime, caustic and water.
- Operate light mobile equipment in and around conveyor systems, alumina storage sheds and other areas.
- Mooring and casting off ships.
- Unchoke conveyors, chutes and bins as necessary, adjust conveyor belt scrapers and spray bars.
- Apply engineering and services knowledge and skills in or in connection with the operation and servicing of equipment and the preparation of equipment for maintenance.
- Record raw materials data.
- Sample raw materials and finished product as required.
- Handling, connecting and disconnecting hoses, pipes and couplings used in pumping liquid cargoes.
- On the job instruction to other personnel.
- Keep working area and equipment clean, safe and orderly.

11.4.4(c) Boiler station stream

- Operate, tend, regulate and inspect boiler station equipment to produce and distribute steam, electric power, compressed air and water.

- Start-up, operate and shut-down all equipment as required.
- Regulate and adjust operating equipment by manipulating valves, varying speeds, flows and pressures as required.
- Carry out routine inspections on all operating equipment and take necessary action to rectify malfunctions.
- Apply engineering and services knowledge and skills in or in connection with the operation and servicing of equipment and the preparation of equipment for maintenance.
- Regularly record essential operating information obtained from the various instruments and charts on the operating equipment.
- Sample, analyse and treat water supplies.
- Sample and analyse fuel supplies.
- Carry out routine operations and inspection of outside auxiliaries.
- On the job instruction to other personnel.
- Keep working area clean, safe and orderly.

11.4.4.(d) Services stream

- Assist plant operations as required including shutting down any tank, vessel or equipment for descaling and cleaning.
- Remove scale, process liquor, hydrate, bauxite and other materials from or around piping, pumping and tankage systems, sumps, floors, process and conveying equipment.
- Operate articulated vehicles, mobile equipment, general purpose motor vehicles, trucks, compressors, jack hammers, pressure hoses, blasting and painting equipment.
- Replace rods and balls in grinding mills; moor and cast off ships; remove and replace castable refractory in kilns; clean sewerage systems and work incidental thereto, service vehicles, remove, repair and replace tyres and tubes, maintain tool cribs and stores.
- Apply engineering and services knowledge and skills in or in connection with the operation, servicing and maintaining of equipment.

- Dog cranes, erect and dismantle all types of scaffolding, erect, use and dismantle all types of rigging, operate mobile cranes.
- Work in or in connection with the construction or maintenance of roadways, drainage systems and general plant grounds.
- Service equipment used.
- Clean up floor, plant, equipment and buildings.
- Record data.
- On the job instruction to other personnel.
- Keep working area and equipment clean, safe and orderly.

11.5 Skill level 9 - Refinery worker 5

11.5.1 This represents the first level of special operating competence. In the process plant and raw materials stream it contemplates the skills of an employee who is beyond the general plant and equipment operation phase and has attained skills in a special aspect of operations including basic control skills. In the boiler station stream it contemplates the skills of an employee who has attained one major operating certificate of competency. It also represents the second level of specialised servicing skills requiring a second major certificate of competency.

11.5.2 Before entering this level an employee will have successfully completed the appropriate stream entry requirements for skill level 10 - Refinery worker 4 and in addition will successfully complete the following training:

11.5.2(a) Process plant stream

- Level 1 control attendant module and/or
- level 2 lime kiln operations module and/or
- level 2 oxalate operations module.

11.5.2(b) Raw materials stream

- Tri-hydrate operations module and
- level 1 gantry operator module plus either
- level 1 control attendant module or mobile equipment modules ME2 and ME3.

11.5.2(c) Boiler station stream

- Training which has resulted in the award of one major operating certificate of competency.

11.5.2(d) Services stream

- Training which has resulted in the award of a second major certificate of competency.

11.5.3 An employee at this level works to the full extent of ability. Without limiting the scope of work of a Refinery worker 5, duties which are indicative of the level of skill include:

11.5.3(a) Process plant stream

- Operation, service and maintenance to the extent of training on lime kiln, oxalate and associated equipment.
- Basic operation of process control equipment.
- Maintain specific areas of operation within defined parameters.
- Arranges maintenance and prepares plant and equipment for maintenance including isolation and tagging.

11.5.3(b) Raw materials stream

- Operate tri-hydrate reclaimers.
- Operate coal bunkering equipment.
- Basic operation of control room panels.
- Maintain specific areas of operation within defined parameters.
- Arranges maintenance and prepares plant and equipment for maintenance including isolation and tagging.
- Operation of trucks, articulated vehicles and a range of heavy earth moving equipment.

11.5.3(c) Boiler station stream

- In addition to the duties listed for this stream in skill level 10 - Refinery worker 4, such duties as are permitted under the major operating certificate of competency attained.

11.5.3(d) Services stream

- In addition to the duties listed for this stream in skill level 10 - Refinery worker 4, such duties as are permitted under the second major certificate of competency attained.

11.6 Skill level 8(a) - Refinery worker 6

11.6.1 This represents the second level of special operating competence. It contemplates a level of skill in excess of that envisaged for skill level 9 but lower than that for skill level 7. In the process plant and raw materials streams it represents a second level of control skills. In the boiler station stream it contemplates the skill of an employee who has attained all necessary operating certificates of competency and who is also beyond the general plant and equipment operation phase and has attained skills in a special aspect of operations including basic control skills. It also represents the third level of specialised servicing skills requiring a third major certificate of competency.

11.6.2 Before entering this level an employee will have completed the appropriate stream entry requirements for skill level 9 - Refinery worker 5 and in addition will complete the following training:

11.6.2(a) Process plant stream

- Level 2 control attendant module.

11.6.2(b) Raw materials stream

- Level 2 control attendant module and/or level 2 gantry operator module.

11.6.2(c) Boiler station stream

- Level 1 control attendant module.

11.6.2(d) Services stream

- Training which has resulted in the award of a third major certificate of competency.

11.6.3 An employee at this level works to the full extent of ability. Without limiting the scope of work of a Refinery worker 6, duties which are indicative of the level of skill include:

11.6.3(a) Process plant stream

- Operation of process control equipment.

11.6.3(b) Raw materials stream

- Operation of control equipment.
- Operation of bulk loading and unloading equipment.

11.6.3(c) Boiler station stream

- Basic operation of utility plant control equipment.

11.6.3(d) Services stream

- In addition to the duties listed for this stream in skill level 9 - Refinery worker 5, such duties as are permitted under the third major certificate of competency attained.

11.7 Skill level 8(b) - Refinery tradesperson 1

11.7.1 A Refinery tradesperson 1 is an employee who is employed as such and who holds a trade certificate or tradespersons rights certificate in a relevant base trade and is able to exercise the skills and knowledge of that trade.

11.7.2 This is the lowest level of trade skills. It contemplates the level of work skills of a tradesperson who has completed an apprenticeship or equivalent training only. Such employees engaged in trade work prior to and immediately after the formal induction course would be classified at this level of skill.

11.7.3 Before entering this level an employee will have successfully completed an apprenticeship or equivalent training and been awarded a trade certificate or tradespersons right certificate in a relevant base trade.

11.7.4 An employee at this level works to the full extent of ability. Without limiting the scope of work of a Refinery tradesperson 1, duties which are indicative of the level of skill include:

- Performs tasks using a full range of skills obtained through training and experience.
- Exercises base trade skills and knowledge within a defined trade scope to overhaul, repair, maintain and modify basic process plant and general equipment and other trade work of a similar nature.
- Works under general supervision individually or as a member of a team.
- Understands and applies quality control techniques.
- Plans logical task sequence.

- Responsible for satisfactory completion of allocated jobs and tasks to acceptable time and quality standards.
- Exercises interpersonal and communication skills.

11.8 Skill level 7 - Refinery tradesperson 2

11.8.1 A Refinery tradesperson 2 is a tradesperson who is employed as such and who as a result of additional training exercises a wide range of trades skills in the same trade stream additional to those of a base trade.

11.8.2 Before entering this level a tradesperson will successfully complete:

- Plant health and safety induction course.
- Section orientation and area safety module.
- At least twenty percent of the core modules of the tradesperson development course.

11.8.3 An employee at this level works to the full extent of ability. Without limiting the scope of work of a Refinery tradesperson 2, duties which are indicative of the level of skill include:

- Performs tasks using a full range of skills obtained through training and experience.
- Exercises a wide range of base trade skills and knowledge within a trade stream to overhaul, repair, maintain and modify basic process plant and general equipment and other trade work of a similar nature.
- Maintains a safe work environment by identifying and controlling hazards and applying safe working practices.

11.9 Skill level 6(a) - Refinery tradesperson 3

11.9.1 A Refinery tradesperson 3 is a tradesperson who is employed as such and who as a result of additional training exercises a full range of non-trade skills on tasks incidental to trade work and exercises a wide range of trade skills of other streams.

11.9.2 Before entering this level a tradesperson will have successfully completed the entry requirements for skill level 7 - Refinery tradesperson 2 and in addition will successfully complete all designated stream core modules of the tradesperson development course.

11.9.3 An employee at this level works to the full extent of ability. Without limiting the scope of work of a Refinery tradesperson 3, duties which are indicative of the level of skill include:

- Performs tasks using a full range of skills obtained through training and experience.
- Exercises a wide range of base trade skills and knowledge across trade streams to overhaul, repair, maintain and modify basic process plant and general equipment and other trade work of a similar nature.
- Exercises a wide range of non-trade skills on tasks incidental to trade work such as basic computer terminal keyboard skills, erection, use and dismantling of all rigging and scaffolding gear and equipment (within statutory constraints), operates all lifting equipment and diagnose faults and test completed work.
- Exercises good team work and interpersonal skills.
- Communicates clearly with supervision and other employees.
- Interacts with personnel in other areas to achieve completion of jobs.

11.10 Skill level 6(b) - Refinery worker 7

11.10.1 This is the third level of special operating competence. In the process plant stream it contemplates the skills of an employee who has achieved a high level of process and plant operation trouble shooting skills and broad control skills on all central control panels in an area and is capable of performing additional functions to achieve efficient overall operations in the area. In the raw materials stream it contemplates the skills of an employee who has achieved broad equipment operation skills on all wharf equipment. In the boiler station stream it represents a second level of control skills. It also represents the fourth level of specialised servicing skills requiring a fourth major certificate of competency.

11.10.2 Before entering this level an employee will have successfully completed the appropriate stream entry requirements for skill level 8(a) - Refinery worker 6 and in addition will complete the following training:

11.10.2(a) Process plant stream

- Level 3 control attendant module.

11.10.2(b) Raw materials stream

- Level 3 gantry operator module.

11.10.2(c) Boiler station stream

- Level 2 control attendant module.

11.10.2(d) Services stream

- Training which has resulted in the award of a fourth or more major certificate of competency.

11.10.3 An employee at this level works to the full extent of ability. Without limiting the scope of work of a Refinery worker 7, duties which are indicative of the level of skill include:

11.10.3(a) Process plant stream

- Advanced operation of process control equipment.

11.10.3(b) Raw materials stream

- Advanced operation of bulk loading and unloading equipment.

11.10.3(c) Boiler station stream

- Operation of utility plant control equipment.

11.10.3(d) Services stream

- In addition to the duties listed for this stream in skill level 8 - Refinery worker 6, such duties as are permitted under the subsequent major certificates of competency attained.

11.11 Skill level 5(a) - Refinery tradesperson 4

11.11.1 A Refinery tradesperson 4 is a tradesperson who is employed as such and who as a result of additional training has acquired significant additional knowledge and skills relating to aspects of the employees trade, related trades and/or non-trade activities than that prescribed for Refinery tradesperson 3.

11.11.2 A tradesperson at this level will exercise skills at a competency level in excess of that characterised by Refinery tradesperson 3.

11.11.3 Before entering this level a tradesperson will have successfully completed the entry requirements for skill level 6(a) - Refinery tradesperson 3 and will successfully complete the following additional training:

- Trade development course training and/or relevant post trade course training involving in excess of 120 hours intense training and/or attendance at TAFE as the case may be; or

- Training resulting in award of one or more major certificates of competency; or
- Internal operation conversion course.

11.11.4 An employee at this level works to the full extent of ability. Without limiting the scope of work of a Refinery tradesperson 4, duties which are indicative of the level of skill include:

11.11.4(a) Performs tasks using a full range of skills obtained through training and experience.

11.11.4(b) Exercises a higher order of trade skills and knowledge on tasks such as:

- The overhaul, repair and maintenance of complex mechanical, basic hydraulic and mobile equipment such as shaft and coupling alignment, dynamic balancing of high speed machines, welding of carbon, alloy and stainless steel using MIG, TIG and MMA to AS 1554 structural code.
- The maintenance and installation of interconnected circuitry and controls, interactive process control systems and static and rotating electrical machinery such as MV and HV switchboards and complex motor control applications, interlocked conveyor systems and passenger elevators, cascade and feed forward multi-element process control loops, MV and HV air oil and vacuum circuit breakers and thyristor controlled welding machines.

11.11.4(c) Provides trade guidance and assistance to others.

11.12 Skill level 5(b) - Refinery worker 8

11.12.1 This is the highest level of operating skills and applies in the boiler station stream only. It contemplates the skills of an employee who has achieved a high level of process and boiler operation trouble shooting skills and broad control skills on all central control panels and is capable of performing additional functions to achieve efficient overall operations in the boiler station.

11.12.2 Before entering this level an employee will have successfully completed the entry requirements for skill level 6(b) - Refinery worker 7 and in addition will successfully complete the following training:

11.12.2(a) Boiler station stream

- Level 3 control attendant module.
- An employee at this level works to the full extent of ability. Without limiting the scope of work of a Refinery worker 8, duties which are indicative of the level of skill include:

11.12.2(b) Boiler station stream

- Advanced operation of utility plant control equipment.

11.13 Skill level 4 - Refinery tradesperson 5

11.13.1 A Refinery tradesperson 5 is a tradesperson who is employed as such and who has acquired knowledge and skills involving greater depth and/or breadth of learning than that prescribed for Refinery tradesperson 4.

11.13.2 A tradesperson at this level will exercise skills at a competency level in excess of that characterised by Refinery tradesperson 4.

11.13.3 Before entering this level a tradesperson will have successfully completed the entry requirements for skill level 5(a) - Refinery tradesperson 4 and will successfully complete additional trade development course training and/or relevant post trade course training involving in excess of 120 hours intense training and/or attendance at TAFE as the case may be.

11.13.4 An employee at this level works to the full extent of ability.

11.13.5 Without limiting the scope of work of a Refinery tradesperson 5, duties which are indicative of the level of skill include:

11.13.5(a) Performs tasks using a full range of skills obtained through training and experience.

11.13.5(b) Exercises high precision trade skills and knowledge on tasks such as:

- Complete overhaul of complex mechanical and/or hydraulic systems and equipment, including use of all machine tools and/or programming and operating CNC machine tools.
- Pressure welding of pipe and plate using MIG automatic welding and MMA to CB15 part 3.
- Maintain, repair and adjust HV power generation and distribution equipment and protective devices.
- Maintain and repair microprocessor based electrical equipment, distributed process control systems, laboratory analytical equipment and advanced telecommunication equipment to card level.
- Identification, selection and acquisition of parts, components and materials.

11.13.5(c) Works under limited supervision individually or as a member of a team.

- 11.13.5(d)** Provides training in conjunction with supervision.
- 11.13.5(e)** Understands and applies higher level quality control techniques.
- 11.13.5(f)** Plans logical task and job sequence.
- 11.13.5(g)** Responsible for the planning and organisation of jobs and tasks to achieve required work completion goals and standards.
- 11.13.5(h)** Completes jobs and tasks without need for reference in administrative or trade matters.
- 11.13.5(i)** Interacts with personnel of other areas to achieve required work completion goals and standards.

11.14 Skill level 3 - Refinery tradesperson 6

- 11.14.1** A Refinery tradesperson 6 is a tradesperson who is employed as such and who as a result of additional external training has acquired knowledge and skills involving greater depth of learning than that prescribed for Refinery tradesperson 5.
- 11.14.2** A tradesperson at this level will exercise skills at a competency level in excess of that characterised by Refinery tradesperson 5.
- 11.14.3** Before entering this level a tradesperson will have successfully completed the entry requirements for skill level 4 - Refinery tradesperson 5 and will successfully complete additional relevant post trade course training involving in excess of 120 hours attendance at TAFE.
- 11.14.4** An employee at this level works to the full extent of ability. Without limiting the scope of work of a Refinery tradesperson 6, duties which are indicative of the level of skill include:
 - Performs tasks using a full range of skills obtained through training and experience.
 - Exercises a higher order of trade skills and knowledge on tasks such as produce drawings using automatic CAD system and precision measuring instruments; monitor and diagnose equipment condition using computer assisted vibration analysis systems; install, commission, maintain and repair microprocessor/computer based machinery and distributed process control systems to discrete component level; and install, commission, maintain and repair hydraulic or pneumatic systems incorporating PLC electrical control.
 - Prepares reports of a technical nature on specific tasks or assignments.

11.15 Skill level 2 - Refinery tradesperson 7

- 11.15.1** A Refinery tradesperson 7 is a tradesperson employed as such and who has completed at least 50 percent of a relevant associate diploma course.
- 11.15.2** A tradesperson at this level will exercise skills at a competency level in excess of that characterised by Refinery tradesperson 6.
- 11.15.3** Before entering this level a tradesperson will have successfully completed the entry requirements for skill level 6(a) - Refinery tradesperson 3 and in addition will successfully complete at least 50 percent of a relevant associate diploma course.
- 11.15.4** An employee at this level works to the full extent of ability. Without limiting the scope of work of a Refinery tradesperson 7, duties which are indicative of the level of skill include:

11.16 Skill level 1 - Refinery tradesperson 8

- 11.16.1** A Refinery tradesperson 8 is a tradesperson employed as such and who has completed a relevant associate diploma course.
- 11.16.2** A tradesperson at this level will exercise skills at a competency level in excess of that characterised by Refinery tradesperson 7.
- 11.16.3** Before entering this level a tradesperson will have successfully completed the entry requirements for skill level 2 - Refinery tradesperson 7 and in addition will successfully complete a relevant associate diploma course.
- 11.16.4** An employee at this level works to the full extent of ability. Without limiting the scope of work of a Refinery tradesperson 8, duties which are indicative of the level of skill include:

12. IN-CHARGE POSITIONS

12.1 General

12.1.1 There shall be three in-charge levels namely:

- Level 1 - in-charge
- Level 2 - in-charge
- Level 3 - in-charge

Definitions of each level are set out in clause 13 – Definitions of in-charge positions.

- 12.1.2** Selection of employees for in-charge positions will be made on the basis of merit taking into consideration such things as technical competence, working knowledge of the section or area, potential for development and interpersonal skills
- 12.1.3** An employee may be appointed for one shift (eg. eight hours) only without consultation prior to initial appointment and the section employee representative and/or senior employee representative will be notified as soon as practicable.
- 12.1.4** The minimum levels from which in-charge employees will be selected are Refinery worker 3 and Refinery tradesperson 3.
- 12.1.5** Appropriate training of in-charge employees may occur before appointment and will continue, after or between periods of appointment. Details of training required for the various levels will be established. Appropriate competency standards for each level will also be established.
- 12.1.6** There can be no guarantee that employees appointed to in-charge positions will automatically be appointed to higher levels of in-charge positions or management staff vacancies. However in making appointments to higher levels of supervision, consideration will be given to in-charge employees. Final appointment will be based on merit.
- 12.1.7** An in-charge employee will be eligible for overtime.

12.2 Temporary appointments

- 12.2.1** Temporary appointments would be used in the following circumstances:
- 12.2.1(a)** Relieving permanent position for absences from work for the duration of absence. A minimum payment of eight hours shall apply.
- 12.2.1(b)** To cover short term job requirements for a minimum of one shift (eg. eight hours) to a maximum of twenty continuous shifts. An extension of the maximum number of continuous shifts to be worked may be negotiated with employees.

12.3 Method of payment

12.3.1 Level 1

On appointment a level 1 in-charge employee will receive payment A.

12.3.2 Level 2

- 12.3.2(a)** On appointment a level 2 in-charge employee will receive payment A. After three months and before six months of continuous appointment (or equivalent accumulated periods in the case of temporaries) the employee may request assessment against competency standard 2.

12.3.2(b) If the employee meets the competency standard, the employee will receive payment B. If the employee does not meet the competency standard, the employee may request a second assessment after a further two months and before three months (accumulated for temporaries). If the employee again does not meet the competency standard, the employee will be utilised on temporary appointments only.

12.3.2(c) The employee may request further assessments at times agreed between the employee and the company and if the employee subsequently meets the competency standard, the employee will become eligible again for a permanent appointment.

12.3.3 Level 3

12.3.3(a) On appointment a level 3 in-charge employee will receive payment A.

12.3.3(b) After six months (or equivalent accumulated periods in the case of temporaries) the employee may request assessment against competency standard 3.

12.3.3(c) If the employee meets this competency standard, the employee will receive payment B. If the employee does not meet this competency standard, the employee may request a second assessment after a further two months and before three months (accumulated for temporaries).

12.3.3(d) If the employee again does not meet the competency standard, the employee will be utilised on temporary appointments only.

12.3.3(e) The employee may request further assessments at times agreed between the employee and the company and if the employee subsequently meets the competency standard, the employee will become eligible again for a permanent appointment.

12.4 Extension of assessment periods

Employees in level 2 and 3 who require a longer period before assessment against a competency standard (including any second assessment) may extend the period by agreement between the company and the employee concerned.

12.5 Temporary appointments

Employees on temporary appointment shall be paid the appropriate payment set out above for the period of the appointment.

12.6 Rates of payment

12.6.1 Employees appointed to in-charge positions shall be paid as follows:

12.6.1(a) Level 1

[12.6.1(a) varied by PR960469 ppc Jul05]

Payment A shall be \$21.15 per week all purpose in addition to the employees wage rate.

12.6.1(b) Level 2

[12.6.1(b)(i) varied by PR960469 ppc Jul05]

12.6.1(b)(i) Payment B for employees in the boiler station stream and process plant stream shall be \$524.90 and \$546.30 respectively. Payment A shall be the amount midway between payment B and the wage rate for Refinery worker 5 and Refinery worker 4 respectively.

12.6.1(b)(ii) Employees may also be control attendants and/or lime kiln operators and/or oxalate operators provided the in-charge wage rate is equal to or higher than the relevant classification level wage rate.

[12.6.1(b)(iii) varied by PR960469 ppc Jul05]

12.6.1(b)(iii) Payment A and B in all other areas shall be \$23.45 and \$46.90 respectively per week all purpose in addition to the employees wage rate.

12.6.1(c) Level 3

Payment A and B shall be \$71.80 and \$93.80 respectively per week all purpose in addition to the employee's wage rate.

13. DEFINITIONS OF IN-CHARGE POSITIONS

13.1 Level 1 - In-charge

13.1.1 General description

A level 1 - In-charge position is held by an employee who is appointed as such by the company and who in addition to performing normal duties, assists supervision with the organisation and completion of work.

13.1.2 Principal accountability

A level 1 - In-charge employee is responsible for the satisfactory completion of work and the performance of employees allocated to the in-charge employee.

13.1.3 Supervision received

A level 1 - In-charge employee reports to section supervision including level 2 and level 3 - In-charge employees. The employee is allocated work and employees and may be given instructions on priorities or other factors relevant to this work. The employee reports any operational problems outside the employee's control but otherwise completes the work under general supervision normally confined to review of progress of work and checks on completion of jobs.

13.1.4 Principal duties

13.1.4(a) Safety

Maintain safety standards necessary to ensure safe working conditions exist for the work and that safe working practices are followed by the employees allocated. (Typically this involves safety isolations and tagout delegated by supervision, JSP reviews, on the spot JSP's, housekeeping and the wearing of required protective equipment and adherence to safety procedures and standards.

13.1.4(b) Management

- Organise the work and allocate the jobs to employees.
- Organise supplies, materials, gear and equipment required for the work.
- Ensure the work continues to a satisfactory completion.
- Record data and information relevant to the work.

13.1.4(c) People relationship

- Control employee performance and behaviour. (This includes verbal reports of personnel problems to section supervision).
- Ensure the work performed by employees is to required standard.
- Co-ordinate the work with other groups and personnel.
- Communicate with section supervision. (This includes progress reports, problems encountered, changes to job scope or priorities, spare parts and materials used, condition of equipment and times worked. Communication may be verbal, written or electronic).

13.1.4(d) Costs

- Minimise costs by care of gear and equipment and economical use of supplies and materials.
- Constructively participate in and comply with all cost programs relevant to the work.

13.1.4(e) Customer relationship

- Co-operate in accommodating changing priorities and scopes of work.
- The above lists the principal duties necessary to describe the position but shall not be construed as a detailed description of all the duties that may be inherent in the position.

13.1.5 Exemptions

A level 1 - In-charge employee shall be exempt from:

- Representing management in proceedings under the grievance and settlement of disputes procedures.
- Implementing action under the corrective action procedure.
- Approving payments on behalf of company.
- Forward plan cost control activity.
- Safety activity reports and safety program commitments.

13.2 Level 2 - In-charge

13.2.1 General description

A level 2 - In-charge position is held by an employee who is appointed as such by the company and who in addition to performing normal duties assumes part of the responsibilities and duties of supervision.

13.2.2 Supervision received

A level 2 - In-charge employee reports to section supervision including level 3 - In-charge employees. The employee is given functional responsibility for a particular area or aspect within a section. The employee reports any operational problems outside the employee's control and receives directions aimed at ensuring the area or aspect is coordinated with section activity. The employee works with minimal supervision normally confined to ensuring functional results are achieved. The employee may handover at the commencement and finish of each shift.

13.2.3 Principal duties

13.2.3(a) Safety

Carry out any safety activity necessary to ensure safe working conditions exist for the work and that safe working practices are followed by employees controlled. (Typically this will involve safety isolations and tagout, JSP reviews and on the spot JSP's, on the spot task observations, housekeeping, insistence on the wearing of required protective equipment and adherence to safety procedures and standards and assisting supervision with the application of the safety program requirements).

13.2.3(b) Management

- Plan, organise and control the work.
- Organise supplies, materials, gear and equipment required for the work.
- Directs employees to achieve the completion of work within prescribed deadlines.
- Identify and correct problems that affect the area or aspect of work.
- Record data and information relevant to the work.

13.2.3(c) Functional

Functional duties relating to the area or aspect. (Typical functional duties for various areas are described in the appendix to this definition).

13.2.3(d) People relationship

- Control employee performance and behaviour.
- Motivate employees and develop teamwork.
- Train employees (typically this would be on the job requirement).
- Ensure IR policies and procedures are followed. (This includes timekeeping, absenteeism and leave control).
- Ensure the work performed by employees is to required standards.
- Co-ordinate the work with other groups and personnel.
- Communicate with section supervision.

13.2.3(e) Costs

- Minimise costs by care of gear, equipment and plant and economical use of supplies and materials.
- Constructively participate in and comply with all cost programs relevant to the work.
- Control labour costs including overtime.
- Ensure productivity and standard of work from service groups is maintained at an acceptable standard by reporting problems to section supervision.
- Approve payments within specified approval limits.

13.2.3(f) Customer Relationship

- Provide a reliable and competent service to customers.
- Co-operate in accommodating changing priorities and scopes of work.
- Negotiate deadlines with customers and ensure they are met.
- Communicate progress, problems and delays.
- The above lists the principal duties necessary to describe the position but shall not be construed as a detailed description of all the duties that may be inherent in the position.

13.2.4 Exemptions

A level 2 - In-charge employee shall be exempt from:

- Representing management in proceedings under the grievance and settlement of disputes procedures although the employee's participation may be required.
- Implementing action other than verbal counselling under the corrective action procedure.

13.2.5 Typical functional duties

13.2.5(a) Operating sections

- Maintain production at required goals by controlling process variables to target.
- Ensure equipment operates at an acceptable environmental standard.

- Ensure equipment is correctly operated in accordance with procedures.
- Ensure equipment and process checks are performed.
- Schedule and follow up maintenance.
- Ensure equipment is clean and correctly isolated and tagged for maintenance.
- Contribute to section goals and objectives.

13.2.5(b) Maintenance sections

- Assist in achieving production goals by achieving equipment availability goals.
- Provide a preventative maintenance and repair service to the production section.
- Achieve maximum utilisation of available maintenance resources.
- Contribute to section goals and objectives.

13.2.5(c) Services sections

- Assist in achieving production goals by achieving equipment availability goals.
- Provide a plant and equipment cleaning descaling service to the plant.
- Provide a crane/scaffold/rigging and dogging service to the plant.
- Contribute to the section goals and objectives.

13.2.6 The above describes typical functional duties that may apply in an area of the sections nominated. Other functional duties may also apply to meet the specific needs of the area. Functional duties also apply in areas not covered above.

13.3 Level 3 - In-charge

13.3.1 General description

A level 3 - In-charge position is held by an employee who is appointed as such by the company and who in addition to performing normal duties assumes the responsibilities and duties of supervision.

13.3.2 Principal accountability

A level 3 - In-charge employee is responsible for supervising employees to meet the functional requirements of the section in accordance with acceptable standards of safety, people management, costs and customer satisfaction.

13.3.3 Supervision received

A level 3 - In-charge employee reports to section supervision. The employee is given functional responsibility within a section which is carried out within set parameters and in accordance with prescribed policies and procedures. The employee resolves operational problems affecting the employee's work and coordinates work with other sections. The employee works with minimal supervision normally confined to ensuring functional results are achieved. The employee may handover at the commencement and finish of each shift.

13.3.4 Principal duties

13.3.4(a) Safety

Carry out any safety activity necessary to ensure safe working conditions exist for the work and that safe working practices are followed by employees controlled.

- Meet safety goals and objectives.
- Carry out any safety activity prescribed for the section.
- Meet all requirements of the plant health and safety program.
- Ensure relevant statutory requirements are followed.

13.3.4(b) Management

Carry out all supervisory tasks necessary to meet the objectives of the section and the functional responsibilities of the employee.

13.3.4(c) Functional

Functional duties of the section. (Typical functional duties for various sections are described in the appendix to this definition).

13.3.4(d) People relationship

- Maintain constructive employee relations by effective implementation of policies and procedures.
- Maintain a high standard of employee performance and behaviour by motivating, training and controlling employees.

- Co-ordinate activities with those of other groups or personnel.
- Communicate with section supervision and others as necessary.

13.3.4(e) Costs

- Minimise costs by care of gear, equipment and plant and economical use of supplies and materials.
- Constructively participate in and comply with all cost programs.
- Control labour costs.
- Ensure productivity and standard of work from service groups is maintained at an acceptable standard by resolving problems with service supervision.
- Approve payments within specified approval limits.

13.3.4(f) Customer relationship

- Provide a reliable and competent service to customers.
- Co-operate in accommodating changing priorities and scopes of work.
- Negotiate deadlines with customers and ensure they are met.
- Communicate progress, problems and delays.

The above lists the principal duties necessary to describe the position but shall not be construed as a detailed description of all the duties that may be inherent in the position.

13.3.5 Exemptions

A level 3 - In-charge employee shall be exempt from:

- Representing management in proceedings under the grievance and settlement of disputes procedures although the employee's participation may be required.
- Implementing action other than verbal and written counselling under the corrective action procedure.

13.3.6 Typical functional duties

13.3.6(a) Operating sections

Maintain production at required goals by controlling process variables to target.

- Ensure equipment operates at an acceptable environmental standard.
- Ensure equipment is correctly operated in accordance with procedures.
- Ensure equipment and process checks are performed.
- Schedule and follow up maintenance.
- Ensure equipment is clean and correctly isolated and tagged for maintenance.
- Contribute to section goals and objectives.

13.3.6(b) Maintenance sections

Assist in achieving production goals by achieving equipment availability goals.

- Provide a preventative maintenance and repair service to the production section.
- Achieve maximum utilisation of available maintenance resources.
- Contribute to section goals and objectives.

13.3.6(c) Services section

Assist in achieving production goals by achieving equipment availability goals.

- Provide a plant and equipment cleaning and descaling service to the plant.
- Provide a crane/scaffold/rigging and dogging service to the plant.
- Contribute to section goals and objectives.

The above describes typical functional duties that may apply in the sections nominated. Other functional duties may also apply to meet the specific needs of the sections. Functional duties also apply in sections not covered above.

14. TRAINING

- 14.1** The parties to this award recognise that in order to increase the efficiency, productivity and international competitiveness of the company, a greater commitment to training and skill development is required.
- 14.2** Accordingly, the parties commit themselves to:
- 14.2.1** Developing a more highly skilled and flexible workforce.
 - 14.2.2** Providing employees with career opportunities through appropriate training to acquire additional skills.
 - 14.2.3** Removing barriers to the utilisation of skills acquired.
- 14.3** The parties in consultation with the structural efficiency consultative advisory committee, shall develop a training program consistent with:
- 14.3.1** The current and future skill needs of the company.
 - 14.3.2** The size, structure and nature of the operations of the company.
 - 14.3.3** The need to develop vocational skills relevant to the company through in-house training courses and courses conducted by accredited educational institutions and providers.
 - 14.3.4** The intention of the parties to seek accreditation of in-house training courses where practicable and formal recognition of employees successfully completing training courses.
- 14.4** Employees will undertake where required training to gain the skills to perform the wider range of duties encompassed by the new classification structure. Employees who commenced employment with the company prior to 1st September, 1989, and who so choose will not be required to attend courses conducted by recognised educational institutions except where it is a requirement of the work to be performed.
- 14.5** Employees will undertake where required training to gain skills of any lower level within the employee's classification and may be required to perform work exercising those skills.
- 14.6** An employee who has been classified in a level of a classification after meeting the minimum training entry requirements and competency standard for that level may be required to undertake additional training to meet the job requirements of the area and to maintain the level of skills comprehended by that level.
- 14.7** Because of the importance of training, on the job training of other employees in skills possessed by an employee shall be part of the scope of work of each employee. Where on the job training is for the purpose of gaining a certificate of competency, the employee performing that training shall hold the relevant certificate of competency.

14.8 Training may be undertaken either on or off the job. If training is undertaken during ordinary working hours the employee shall not suffer any loss of pay. The company shall not unreasonably withhold such paid training leave.

14.9 If in-house training is undertaken outside ordinary working hours, the employee shall be entitled to payment in accordance with the provisions of this award. If an extended period of training is undertaken, the parties recognise that alternative shift arrangements may be required.

14.10 Any costs associated with standard fees for prescribed courses and prescribed textbooks incurred in connection with the undertaking of approved training shall be reimbursed by the company upon production of the evidence of such expenditure. Provided that reimbursement shall only be on an annual basis subject to the presentation of reports of satisfactory progress.

14.11 The following travel costs incurred by an employee undertaking approved training in accordance with this clause shall be reimbursed by the company.

- Pre-arranged travel and accommodation costs associated with travel to institutions in cities other than Gladstone.
- Travel costs associated with travel from the plant to institutions in Gladstone and return to the plant incurred during the working hours.

14.12 Any grievances or disputes that may arise in relation to this clause shall be handled in accordance with the agreed grievances and settlement of disputes procedures.

PART 4 – WAGES AND RELATED MATTERS

15. WAGE RATES

[15.1 substituted by PR959671 ppc 05Jul05]

15.1.1 An employee shall be paid per week assigned to the classification and level set out below into which the employee is classified.

Classification and level	Wage rate per week \$
Refinery tradesperson 8	Not finalised
Refinery tradesperson 7	Not finalised
Refinery tradesperson 6	623.80
Refinery tradesperson 5	600.90
Refinery tradesperson 4	578.20
Refinery tradesperson 3	555.40
Refinery tradesperson 2	532.60
Refinery tradesperson 1	509.60

Classification and level	Wage rate per week \$
Refinery worker 8	578.20
Refinery worker 7	546.30
Refinery worker 6	518.90
Refinery worker 5	503.60
Refinery worker 4	484.80
Refinery worker 3	454.90
Refinery worker 2	436.60
Refinery worker 1	418.40

15.1.2 Arbitrated safety net adjustment

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

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

[15.2 substituted by PR959671 ppc 05Jul05]

15.2 In addition to the rates prescribed in 15.1, additional payments shall be made to employees in accordance with the following scale:

	Per week \$
On completion of one years' continuous employment	9.90
On completion of two years' continuous employment	13.75
On completion of three years' continuous employment	18.25
On completion of four years' continuous employment	24.00
On completion of five years' continuous employment	29.95
On completion of six years' continuous employment	35.65
On completion of seven years' continuous employment	41.95

The above payment shall be regarded as part of the wage rates for all purposes of this award.

16. APPRENTICESHIP

16.1 The provisions of 12.1, 12.3, 20.1.1, 20.1.3, clause 21 – Shift work allowances, clause 22 – Extra rates not cumulative, clause 24 – Hours of work, clause 25 – Weekend penalty rates – continuous shift, clause 27 – Overtime, clause 29 – Holidays, clause 30 Annual leave, clause 31 – Sick leave and clause 32 – Bereavement leave shall apply to apprentices.

16.2 The weekly wage rate for apprentices shall be the undermentioned percentages of the Refinery tradesperson 1 weekly wage rate as prescribed in 15.1, 15.2 and 20.1.2

Four year term	Percentage
1st year of indenture	50
2nd year of indenture	60
3rd year of indenture	80
4th year of indenture	95

Three year term	Percentage
1st year of indenture	60
2nd year of indenture	80
3rd year of indenture	95

16.3 The provisions of any State statutes, regulations etc., shall apply to the extent that they are not inconsistent with this award.

16.4 Notwithstanding the above, overtime worked by an apprentice shall be paid for at the following rates:

16.4.1 At the rate of double time during the first and second years of apprenticeship.

16.4.2 At the rate of time and 3/4 for the first three hours and at the rate of double time thereafter during the third year of apprenticeship.

16.4.3 At the rate of time and one-half for the first two hours and at the rate of double time thereafter during the fourth year of apprenticeship.

16.4.4 Overtime worked on a Sunday or public holiday shall be paid for at the rate prescribed by this award.

17. ADULT APPRENTICES

17.1 Definition

17.1.1 For the purpose of this award an **adult apprentice** means a person of 21 years of age or over at the time of entering into an indenture.

17.1.2 The provisions of 15.2, 20.1.1, 20.1.3, clause 21 – Shift work allowances, clause 22 – Extra rates not cumulative, clause 23 – Payment of wages, clause 24 – Hours of work, clause 25 – Weekend penalty rates – continuous shift, clause 27 – Overtime, clause 29 – Holidays, clause 30 Annual leave, clause 31 – Sick leave and clause 32 – Bereavement leave shall apply to adult apprentices.

17.1.3 The provisions of any State statutes, regulations etc., shall apply to the extent that they are not inconsistent with this award.

17.2 Wage rate

17.2.1 The weekly wage rate for apprentices shall be the undermentioned percentages of the Refinery tradesperson 1 weekly wage rate as prescribed in 15.1 and 20.1.2.

	Percentage
First year, second year and third year of indenture	80
Fourth year of indenture	95

17.2.2 Where an adult apprentice was employed by the company as a Refinery worker immediately prior to indenture, the wage rate for the first three years shall be 90 percent of the Refinery tradesperson 1 weekly wage rate and the adult apprentice may be required to exercise skills and knowledge acquired as a Refinery worker in connection with training as an adult apprentice.

18. NATIONAL TRAINING WAGE

The parties to this award shall observe the terms of the National Training Wage Award 2000 (AW790899 PR904174) as amended, as though bound by clause 4 of that award.

19. SUPPORTED WAGE SYSTEM

19.1 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 agreement/award. In the context of this clause, the following definitions will apply:

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

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

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

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

19.2 Eligibility criteria

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

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

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

19.3 Supported wage rates

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

Assessed capacity (clause 19.4)	Prescribed award rate
10%*	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

[19.3.2 varied by PR959671 ppc 05Jul05]

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

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

19.4 Assessment of capacity

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

19.4.1 The employer and a union party to the award/agreement, in consultation with the employee or, if desired by any of these;

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

19.5 Lodgment of assessment instrument

19.5.1 All assessment instruments under the conditions of this clause, including the appropriate percentage of the award wage to be paid to the employee, shall be lodged by the employer with the Registrar of the Australian Industrial Relations Commission.

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

19.6 Review of assessment

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

19.7 Other terms and conditions of employment

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

19.8 Workplace adjustment

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

19.9 Trial period

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

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

[19.9.3 varied by PR959671 ppc 05Jul05]

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

19.9.4 Work trials should include induction or training as appropriate to the job being trialled.

[19.9.5 varied by PR959671 ppc 05Jul05]

19.9.5 Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under 19.4 hereof.

20. ALLOWANCES

20.1 Disability allowance

20.1.1 These allowances shall include full compensation for any and all disabilities associated with the performance of work in or in connection with the operations of the Company as carried out at Gladstone.

[20.1.2 varied by PR959671 ppc 05Jul05]

20.1.2 In addition to the rates prescribed in 15.1, employees shall be paid for all purposes of the award a weekly disability payment of \$29.30.

[20.1.3 varied by PR959671 ppc 05Jul05]

20.1.3 In addition to any other amounts payable pursuant to this award employees shall be paid for each hour or part thereof worked a disability allowance of 52 cents.

20.2 Clothes equipment and tools

20.2.1 Where an employee is required by law or by the Company to wear or use any of the protective clothing or equipment set out below, the Company must reimburse the employee for the cost of purchasing the protective clothing and equipment. The provisions of this subclause do not apply if the Company provides the clothing or equipment to the employee concerned:

- Safety gear for live work (including gloves, mats and/ or shields).
- Approved type of air-fed helmet and/ or respirator for work inside oil fired boilers including combination overalls, spats and gloves (tight fitting at the wrist).
- Waterproof clothing and/ or boots.
- Gloves.
- Goggles.
- Masks (including gas masks where required).

- Ear muffs.
- Hand screens, suitable heat resistant sheets, anti-flash goggles, aprons, leather sleeves and leggings.

20.3 Safety boots

All employees shall wear boots and the Company shall provide such boots at a low costs to the employees of 50 percent of their wholesale price.

20.4 Loss of clothing

If an employee leaves his or her clothing in a change room or other shelter and such clothing is destroyed by fire, the Company shall, unless such destruction is in any way caused by the employee's own act or neglect, be responsible for such clothing up to a maximum of \$80.

20.5 Hot work

Where work continues for more than two hours in temperature exceeding 46c, an employee shall be entitled to twenty minutes' rest without deduction of pay after every two hours' work.

21. SHIFT WORK ALLOWANCE

[21.1 varied by PR959671 ppc 05Jul05]

21.1 Except as provided in 21.2, 21.3 and 21.4, an employee engaged on shift work shall for any afternoon or night shift worked be paid per shift an amount of \$9.45 in addition to the employee's ordinary rate.

21.2 Except as provided in 21.4 an employee engaged on shift work who:

21.2.1 during a period of engagement on shift, works afternoon shift only; or

21.2.2 remains on afternoon shift for a longer period than four consecutive weeks; or

[21.2.3 varied by PR959671 ppc 05Jul05]

21.2.3 works on an afternoon shift which does not rotate or alternate with another shift or with day work so as to give the employee at least one-third of his or her working time off afternoon shift in each cycle,

shall for each such afternoon shift worked during such engagement, period or cycle, be paid per shift an amount of \$12.40 in addition to the employee's ordinary rate.

21.3 Except as provided in 21.4 an employee engaged on shift work who:

21.3.1 During a period of engagement on shift, works night shift only; or

21.3.2 remains on night shift for a longer period than four consecutive weeks; or

[21.3.3 varied by PR959671 ppc 05Jul05]

21.3.3 works on a night shift which does not rotate or alternate with another shift or with day work so as to give the employee at least one-third of his or her working time off night shift in each cycle,

shall for each night shift worked during such engagement, period or cycle, be paid per shift an amount of \$18.95 in addition to the employee's ordinary rate.

21.4 The payments prescribed in 21.1, 21.2 and 21.3 shall stand alone and shall not be included for any other purposes of this award.

22. EXTRA RATES NOT CUMULATIVE

Except as provided in clause 29 - Holidays, extra rates in this award are not cumulative so as to exceed the maximum of double the ordinary rates.

23. PAYMENT OF WAGES

23.1 All wages shall be paid weekly by direct transfer into an employee's bank or other agreed financial institution account.

23.2 On the first pay day occurring during his or her employment an employee shall be paid whatever wages are due to the employee up to the completion of his or her work on the previous day. Provided that this subclause shall not apply if the company makes a practice of allowing advances to employees approximating wages due.

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

23.4 Where an employee's wages are not available for distribution at the employee's usual time for ceasing work on pay day and the employee is consequently kept waiting for wages for more than eighteen minutes, the employee shall be paid at overtime rates for the time kept waiting.

23.5 On or prior to pay day the company shall state to each employee in writing the total amount of wages to which the employee is entitled, the amount of overtime included therein, details of any deductions made therefrom, and the net amount being paid to the employee.

23.6 An employee on afternoon shift shall be paid before the time for commencing work on the pay day.

23.7 The company shall not keep more than two full days' pay in hand for any employee.

23.8 The company may deduct from wages due to an employee such amount as is authorised in writing by such employee.

PART 5 – HOURS OF WORK AND RELATED MATTERS

24. HOURS OF WORK

24.1 Day Work

- 24.1.1** Subject to the exceptions provided below the ordinary hours of work of day workers shall be 152 per four week period to be worked between 6.00 a.m. and 6.00 p.m. on Monday to Friday.
- 24.1.2** The ordinary hours of work on any day shall be continuous except for meal breaks which shall be for a period of not less than 30 minutes and not more than 60 minutes and which shall be taken as determined by the Company.
- 24.1.3** The spread of prescribed hours in 24.1.1 or the number of daily hours once having been determined may be altered as to all or a section of employees by agreement between the company and the majority of employees concerned to suit the circumstances of the plant.

24.2 Shift work

24.2.1 Definitions

For the purpose of this clause:

- **Afternoon shift** means any shift finishing after 6.00pm and at or before midnight.
- **Continuous work** means work carried on with consecutive shifts of men throughout the 24 hours of each of at least six consecutive days without interruption except during breakdowns or crib breaks or due to unavoidable causes beyond the control of the company.
- **Operations continuous work** means continuous work performed in areas agreed between the employees and the company.
- **Night shift** means any shift finishing subsequent to midnight and at or before 8.00am.
- **Rostered shift** means a shift of which the employee concerned has had at least 48 hours notice.

24.2.2 Continuous work

- 24.2.2(a)** Except for operations continuous work, shift work shall be arranged to provide for an average of 38 ordinary hours of work per week over the span of the shift cycle.

24.2.2(b) Operations continuous shift work shall be based on an average of 38 ordinary hours of work per week and shall be worked in accordance with a roster as agreed between the majority of employees concerned and the company.

24.2.2(c) Shift workers shall work at such times as the company may require.

24.2.2(d) A shift shall consist of not more than eight hours inclusive of crib time. This number of hours may be altered as to all or a section of employees by agreement between the company and the majority of employees concerned to suit the circumstances of the plant.

24.2.2(e) Twenty minutes shall be allowed to shift workers each shift for crib which shall be counted as time worked.

24.2.3 Other than continuous work

24.2.3(a) Shift work shall be arranged to provide for an average of 38 ordinary hours of work per week over the span of the shift cycle.

24.2.3(b) Shift workers shall work at such times as the company may require provided an employee shall not be required to work more than six hours without a break for crib.

24.2.3(c) A shift shall consist of not more than eight hours inclusive of crib time. This number of hours may be altered as to all or a section of employees by agreement between the company and the majority of employees concerned to suit the circumstances of the plant.

24.2.3(d) Twenty minutes shall be allowed to shift workers each shift for crib which shall be counted as time worked.

24.2.4 One shift in 24 hours

Except at regular changeover of shifts an employee shall not be required to work more than one shift in each 24 hours.

24.2.5 Rosters

24.2.5(a) Rosters shall specify the commencing and finishing times of ordinary working hours of the respective shifts.

24.2.5(b) The method of working a particular type of shift as set out on the roster may be varied as to all or a section of employees by agreement between the company and the majority of employees concerned to suit the circumstances of the plant.

24.2.5(c) The time of commencing and finishing shifts once having been determined may be varied by agreement between the company and the majority of employees concerned to suit the circumstances of the plant.

25. WEEKEND PENALTY RATES - CONTINUOUS SHIFT

25.1 A shift worker on continuous shifts for work on a rostered shift, the major portion of which is performed on a Saturday, shall be paid at the rate of time and one half for the whole shift.

25.2 A shift worker on continuous shifts 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 for the whole shift.

25.3 Where shifts commence between 11 p.m. and midnight on a Saturday or Sunday, the time so worked before midnight shall not entitle an employee to the Saturday or Sunday rate. Provided that the time worked by an employee on a shift commencing between 11 p.m. and midnight on a Friday or a Saturday and extending into a Saturday or Sunday shall be regarded as time worked on such Saturday or Sunday.

26. OPERATIONS CONTINUOUS SHIFT WORK PENALTY

In lieu of the allowances and rates provided in clause 12 – In-charge positions and clause 24 – Hours of work and related matters, a shift worker on operations continuous shift for work on a rostered shift shall be paid at the rate of time and 3/10 for the whole shift.

27. OVERTIME

27.1 Day workers

27.1.1 Subject to 27.3, all work done by a day worker in excess of or outside the ordinary working hours prescribed by this award shall be paid for at the rate of time and one half for the first two hours on any one day and at the rate of double time thereafter, such double time to continue until the completion of the overtime work.

27.1.2 Notwithstanding 27.1.1, all work done by a day worker on a Sunday shall be paid for at the rate of double time, such rate to continue until he or she is relieved from duty.

27.2 Shift workers

27.2.1 All work done by operations continuous shift workers on a shift other than a rostered shift shall be paid at the rate of double time.

27.2.2 All work done by continuous shift workers in excess of or outside the ordinary working hours or on a shift other than a rostered shift shall be paid at the rate of double time.

27.2.3 All work done by other shift workers in excess of or outside the ordinary working hours or on a shift other than a rostered shift shall be paid at the rate of time and one half for the first two hours on any one day and at the rate of double time thereafter, such double time to continue until the completion of the overtime work. All work done on Sundays shall be paid at the rate of double time.

27.2.4 The provisions of this subclause shall not apply when the time is worked by agreement between the employees themselves, or for the purpose of affecting the customary rotation of shifts or on a shift to which an employee is transferred on short notice as an alternative to standing down the employee in circumstances which would entitle the company to deduct payment for a day in accordance with 8.5.

27.3 Weekly overtime

Notwithstanding anything contained in 27.1 and 27.2 if in any week overtime in excess of eight hours is worked by an employee, not more than eight hours shall be payable at the rate of time and one half and the remainder shall be paid at the rate of double time.

27.4 Rest period before recommencing work

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

27.4.2 Subject to the exception referred to in 27.4.3 as to call backs of less than three hours an employee who works so much overtime between the termination of his or her ordinary work on one day and the commencement of his or her ordinary work on the next day that the employee has not had at least ten consecutive hours off duty between those times shall, subject to this subclause, be released after completion of such overtime until the employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

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

27.4.4 The provisions of this subclause shall apply in the case of shift workers as if eight hours were substituted for ten hours when overtime is worked where a shift is worked by arrangement between the employees themselves.

27.5 Call back

27.5.1 An employee recalled to work overtime after leaving the company'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 he or she is so recalled. An employee shall perform work of an essential nature which may arise, after the employee has arrived at the plant for one specific job and before he or she has left the plant. The employee may not be required to work the full four hours if the work the employee is required to perform is completed within a shorter period.

27.5.2 The provisions of 27.5.1 shall not apply:

27.5.2(a) In cases where it is customary for an employee to return to the plant for periods not exceeding 30 minutes each to perform a specific job outside his or her ordinary working hours in which case the employee shall be paid for a minimum of one hour's work at the appropriate rate for each time he or she is so recalled; or

27.5.2(b) where the overtime is continuous (subject to a reasonable meal break) with the commencement of ordinary working time.

27.5.3 Where the actual time worked is less than three hours on such recall or on each of such recalls, overtime worked in the circumstance specified in this subclause shall not be regarded as overtime for the purpose of 27.4.

27.6 Overtime on Saturday, Sunday or holiday

An employee required to work scheduled overtime on a Saturday, Sunday or holiday shall be afforded at least four hours' work or paid for four hours at the appropriate rate except where such overtime is continuous with overtime or work commenced on the previous day or completed on the following day. Provided that where work continues over two days the minimum payment shall be for four hours at the appropriate rate.

27.7 Standing-by

An employee required to hold themselves in readiness to work outside his or her ordinary working hours shall, until released, be paid standing-by time at ordinary rates from the time from which the employee is so prepared.

27.8 Meal breaks - general

All work done during meal breaks and thereafter until a meal break is allowed shall be paid for at the rate of time and one half.

27.9 Maximum period without meal break

- 27.9.1** An employee shall not be required to work for more than five hours without a break for a meal.
- 27.9.2** In cases where facilities are limited to the extent that meal breaks must be staggered and as a result it is not practicable for all employees to take a meal break within five hours an employee shall not be required to work for more than six hours without a break for a meal.
- 27.9.3** By agreement between the company and the majority of employees in the plant, work section or sections concerned, an employee or employees may be required to work in excess of five hours but not more than six hours at ordinary rates of pay without a meal break.

27.10 Meal breaks - maintenance employees

A day work employee employed as a regular maintenance person shall work during meal breaks on critical work when required. Provided that the employee shall be paid for such work at the rate of double time and such rate shall continue until a meal break commences. The meal break shall be without deduction of pay.

27.11 Crib time

- 27.11.1** An employee working overtime for one and one half hours or more after working ordinary hours shall, before starting such overtime, be allowed a crib break of twenty minutes without deduction of pay.
- 27.11.2** An employee working overtime shall be allowed a crib break of twenty minutes without deduction of pay after each four hours of overtime worked provided the employee continues work after such crib break.
- 27.11.3** The company and an employee may agree to any variation of this subclause to meet the circumstances of the work in hand provided that the company shall not be required to make any payment in respect of any time allowed in excess of twenty minutes.

27.12 Meal money

- 27.12.1** An employee required to work overtime for more than 1.5 hours shall be supplied with a meal by the company or be paid \$7.25 in lieu thereof.
- 27.12.2** Where the amount of overtime to be worked necessitates the partaking of a second or subsequent meal (as the case may be) the company shall provide such second and/or subsequent meals or make payment of \$7.25 per meal in lieu thereof.

27.13 Transport of employees

Where an employee after having worked overtime or a shift for which he or she has not been regularly rostered or in order to commence overtime work or a shift for which the employee has not been regularly rostered has to travel at a time when reasonable means of transport are not available the company shall provide the employee with a conveyance to and/or from his or her home or pay the employee his or her current wage for the time reasonably occupied in travelling to and/or from his or her home.

27.14 Reasonable overtime

The company may require an employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirement.

27.15 Night work for day workers

27.15.1 Subject to clause 22 – Extra rates not cumulative otherwise notwithstanding anything else contained in this award, day workers who in lieu of ordinary day work at night for periods of not less than eight hours on less than five consecutive nights shall be paid at the rate of time and one half of the ordinary rate of pay prescribed by this award, except on a Saturday, a Sunday or a holiday when they shall be paid at overtime rates for day workers.

27.15.2 In this subclause **night** means any hours between 3 p.m. and 7 a.m.

PART 6 - HOLIDAYS AND LEAVE

28. NOTICE-BOARD

The company shall provide a notice-board of reasonable dimensions to be erected in a prominent position in the plant, upon which an accredited union representative shall be permitted to post formal union notices, signed or countersigned by the representative posting them. Any notice posted on such a board not so signed or countersigned may be removed by an accredited union representative or by the company.

29. HOLIDAYS

29.1 A weekly wage employee shall be granted the following holidays without deduction of pay:

- New Year's Day
- Australia Day
- Good Friday
- Easter Saturday
- Easter Monday
- 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 these days respectively. In addition, Gladstone Show Day shall be observed as a holiday on the day appointed under *The Holidays Acts, 1912 to 1961 of Queensland*.

29.2 By agreement between the company and the majority of employees other days may be substituted for the said days or any of them.

29.3 Notwithstanding the provisions contained elsewhere in this award an employee shall be paid two and a half times ordinary time for work done on holidays, such rate to continue until the employee is relieved from duty. Provided that an employee who works overtime on a public holiday in addition to working his or her eight ordinary hours shall be paid at the rate of three and one half times his or her ordinary wage for that overtime falling between 11 p.m. and 11 p.m. Provided further that an employee engaged on operations continuous shift work shall be paid two and 8/10ths ordinary time for work done on a rostered shift.

29.4 An employee required to work on a holiday shall be afforded at least four hours' work or paid for four hours at the appropriate rate except where such work is continuous with overtime or work commenced on the previous day or completed on the following day. Provided that where work continues over two days the minimum payment shall be for four hours at the appropriate rate.

29.5 A seven-day shift worker, that is the shift worker who is rostered to work regularly on Sundays, whose rostered off shift falls on a holiday shall, unless that day is a Sunday, be paid for that day at ordinary rate or at the discretion of the company have an additional day added to his or her annual leave.

29.6 A five-day shift worker or a day worker whose rostered off shift or day falls on a holiday shall, unless that day is a Saturday or a Sunday, have another week day observed as the rostered off shift or day.

29.7 An employee working 9.5 hours or more on a holiday shall be allowed a crib break of twenty minutes without deduction of pay after the first eight hours of work and a further crib break of twenty minutes without deduction of pay after four hours of work over eight hours provided the employee continues work after such crib break.

29.7.1 The company and an employee may agree to any variation of this subclause to meet the circumstances of the work in hand provided that the company shall not be required to make any payment in respect of any time allowed in excess of twenty minutes.

29.7.2 For the purposes of this clause, where shifts fall partly on a holiday, that shift, the major portion of which falls on a holiday, shall be regarded as the holiday shift.

30. ANNUAL LEAVE

30.1 Period of leave

A period of 27 consecutive days' leave shall be allowed annually to an employee after twelve months' continuous service (less the period of annual leave) as an employee on weekly hiring in any one or more of the occupations to which this award applies.

30.2 Seven-day shift workers

30.2.1 In addition to the leave hereinbefore prescribed seven-day shift workers, that is shift workers who are rostered to work regularly on Sundays and holidays, shall be allowed seven consecutive days' leave including non-working days.

30.2.2 Where an employee with twelve months' continuous service is engaged for part of the twelve monthly period as a seven-day shift worker, the employee shall be entitled to have the period of annual leave prescribed in 30.1 increased by half a day for each month he or she is so continuously engaged.

30.3 Public holidays

30.3.1 Seven-day shift workers

30.3.1(a) Annual leave prescribed by this clause shall be exclusive of any of the holidays prescribed by clause 29 - Holidays and if any holiday falls within a seven-day shift worker'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 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 or the employee shall be paid 1.5 days ordinary pay in lieu thereof.

30.3.1(b) If any of the holidays prescribed by clause 29 - Holidays fall within a seven-day shift worker's period of annual leave and is observed on a day which in the case of that employee, would not have been an ordinary working day, then unless that day is a Sunday, such employee shall be paid for that day at ordinary rate.

30.3.2 All other employees

The annual leave prescribed by this clause shall be exclusive of any of the holidays prescribed by clause 29 - Holidays 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 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 or the employee shall be paid one day's ordinary pay in lieu thereof. If a holiday falls within an employee's period of annual leave and is observed on a day which in the case of that employee would not have been an ordinary working day, then unless that day is a Saturday or Sunday, there shall be added one day to the period of annual leave.

30.4 Broken leave

The annual leave shall be given and taken in a continuous period or, if an employee and the company so agree, in two or three separate periods. An employee may, by agreement with the company, take short term annual leave at a time separate from the above periods.

30.5 Calculation of continuous service

30.5.1 For the purpose of this clause, service shall be deemed to be **continuous** notwithstanding:

30.5.1(a) Any interruption or determination of the employment by the company if such interruption or determination has been made merely with the intention of avoiding obligation hereunder in respect of leave of absence; or

30.5.1(b) any absence from work on account of personal sickness or accident or on account of leave lawfully granted by an employer; or

30.5.1(c) any absence with reasonable cause proof whereof shall lie upon the employee.

30.5.2 In cases of personal sickness or accident or absence with reasonable cause, an employee to become entitled to the benefit of this subclause shall inform the company in writing if practicable, within 24 hours of the commencement of such absence of his or her inability to attend for duty and as far as practicable the nature of the illness, injury or cause and the estimated duration of his or her absence. A notification given by an employee pursuant to clause 31 – Sick leave shall be accepted as a notification under this subclause.

30.5.3 Any absence from work by reason of any cause not being a cause specified in this subclause shall not be deemed to break the continuity of service for the purpose of this clause unless the company during the absence or within fourteen days of the termination of the absence notifies the employee in writing that such absence will be regarded as having broken the continuity of service.

30.5.4 A notice to an individual employee may be given by delivering it to the employee personally or by posting it to his or her last recorded address, in which case it shall be deemed to have reached the employee in due course of post.

30.5.5 In calculating the period of twelve months' continuous service any such absence as aforesaid shall not, except to the extent of not more than fourteen days in a twelve monthly period in the case of sickness or accident, be taken into account in calculating the period of twelve months' continuous service.

30.6 Calculation of service

Service before the date of this award shall be taken into consideration for the purpose of calculating annual leave but an employee shall not be entitled to leave or payment in lieu thereof for any period in respect of which leave or a payment in lieu thereof has been allowed. The period of annual leave to be allowed under this subclause shall be calculated to the nearest day, any broken part of a day in the result not exceeding half a day to be disregarded.

30.7 Calculation of a month

For the purpose of this clause a month shall be reckoned as commencing with the beginning of the first day of the employment or period of employment in question and as ending at the beginning of the day which in the latest month in question has the same date number as that which the commencing day had in its month and, if there is no such day in such subsequent month shall be reckoned as ending at the end of such subsequent month.

30.8 Leave to be taken

The annual leave provided for by this clause shall be allowed and shall be taken and, except as provided by 30.12, payment shall not be made or accepted in lieu of annual leave.

30.9 Time of taking leave

Annual leave shall be given at a time fixed by the company within a period not exceeding six months from the date when the right to annual leave accrued and after not less than two weeks' notice to an employee.

30.10 Leave allowed before due date

30.10.1 The company may allow annual leave to an employee before the right thereto has accrued due but where leave is taken in such a case a further period of annual leave shall not commence to accrue until after the expiration of the twelve months in respect of which annual leave had been taken before it accrued.

30.10.2 Where leave has been granted to an employee pursuant to this subclause before the right thereto has accrued due and the employee subsequently leaves or is discharged from the service of the company before completing the twelve months' continuous service in respect of which the leave was granted, the company may, for each one complete month of the qualifying period of twelve months not served by the employee, deduct from whatever remuneration is payable upon the termination of the employment 1/12 of the amount of wage paid on account of the annual leave, which amount shall not include any sums paid for any of the holidays prescribed by clause 29 - Holidays.

30.11 Payment for period of leave

30.11.1 Each employee before going on leave shall be paid the amount of wages he or she would have received in respect of rostered shifts in the case of operations continuous shift workers and in respect of ordinary time in the case of all other employees which the employee would have worked had he or she not been on leave during the relevant period. For the purpose of this subclause, wages shall be at the rate prescribed by clause 10 – Classification structure.

30.11.2 In addition to the payment prescribed in 30.11.1 the following loadings shall be paid:

30.11.2(a) Day workers - an employee who would have worked day work only had he or she not been on leave - a loading of 17.5 percent.

30.11.2(b) Shift workers - an employee who would have worked on shift work had he or she not been on leave - a loading of 17.5 percent, provided that where the employee would have received shift work allowances and weekend penalty rates prescribed in clause 21 – Shift work allowance, clause 25 - Weekend penalty rate – Continuous shift and clause 26 – Operations continuous shift work penalty had he or she not been on leave during the relevant period and such allowances and penalty rates would have entitled the employee to a greater amount than the loading of 17.5 percent, then the employee shall be paid such greater amount in lieu of the 17.5 percent loading.

The loadings prescribed in this subclause shall not apply to proportionate leave on termination.

30.12 Proportionate leave on termination

30.12.1 If an employee:

30.12.1(a) After one month's continuous service in his or her first qualifying twelve monthly period with the company lawfully leaves the employment of the company or the employee's employment is terminated by the company through no fault of the employee; or

30.12.1(b) after twelve months' continuous service with the company leaves the employment of the company or the employee's employment is terminated by the company the employee shall be paid as follows:

- 30.12.1(b)(i)** If other than a seven-day shift worker, at the employee's ordinary rate of wage for 12-2/3 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, plus 17.5 percent of that amount.
- 30.12.1(b)(ii)** If the employee had been employed as a seven-day shift worker for the whole of the period for which the employee is entitled to proportionate leave at his or her ordinary rate of wage for 16-2/3 hours in the case of operations continuous shift workers and 15-5/6 hours in the case of other seven day shift workers 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, plus 17.5 percent of that amount.
- 30.12.1(b)(iii)** If the employee had been employed as a seven-day shift worker for part only of the period for which the employee is entitled to proportionate leave, at the rate prescribed in 30.12 plus four hours in the case of operations continuous shift workers and 3-1/6 hours in the case of other seven day shift workers for each month the employee was continuously employed as a seven-day shift worker, plus 17.5 percent of that amount.

For the purpose of this subclause wages shall be at the rate prescribed by clause 10 – Classification structure for the occupation in which the employee was ordinarily employed immediately prior to the termination of his or her employment.

31. SICK LEAVE

31.1 Entitlement

31.1.1 An employee on weekly hiring who is absent from his or her work on account of personal illness or on account of injury by accident arising out of and in the course of his or her employment, shall be entitled to leave of absence, without deduction of pay, subject to the following conditions and limitations:

- 31.1.1(a)** The employee shall not be entitled to paid leave of absence for any period in respect of which the employee is entitled to workers' compensation.

- 31.1.1(b)** The employee shall within 24 hours of the commencement of such absence inform the company of his or her inability to attend for duty, and, as far as practicable, state the nature of the injury or illness and the estimated duration of the absence. Provided that it shall not be considered to be a breach of this subclause if an employee, who fails to give notice as provided herein, proves to the satisfaction of the company that his or her failure to give notice of the nature of his or her injury or illness or the estimated duration of his or her absence was reasonable in the circumstances.
- 31.1.1(c)** The employee shall prove to the satisfaction of the company that he or she was unable on account of such illness or injury to attend for duty on the day or days for which sick leave is claimed.
- 31.1.1(d)** The employee shall not be entitled in any year to leave in excess of 80 hours of working time in the case of operations continuous shift workers and 76 hours of working time in the case of all other employees.

31.2 Sick leave year and calculation thereof

31.2.1 For the purposes of calculating sick leave rights under this award:

- 31.2.1(a)** The sick leave year shall commence on the first day of December each year and expire on the thirtieth day of November in each subsequent year.
- 31.2.1(b)** At the end of each sick leave year, ie. the thirtieth day of November, employees shall have accrued sick leave entitlement carried forward to the new sick leave year on the following basis:
- 31.2.1(b)(i)** Employees who have had at least twelve months' service shall be credited with all unused paid sick leave entitlement standing to their credit, calculated in accordance with 31.2.1(b)(ii).
- 31.2.1(b)(ii)** Employees who have had less than twelve months' service shall be credited or debited with the net result of the following:
- A credit of six and $\frac{2}{3}$ hours in the case of operations continuous shift workers and $6\frac{1}{3}$ hours in the case of all other employees paid sick leave entitlement for each completed month of service; and
 - a debit of the total period of paid sick leave already received since commencement of employment.
- 31.2.1(b)(iii)** Every employee shall then be entitled to a credit of eighty hours in the case of operations continuous shift employees and 76 hours in the case of all other employees further paid sick leave entitlement applicable to the new sick leave year commencing on the first day of December.

31.3 Cumulative sick leave

Sick leave shall accumulate from year to year so that any balance of the period specified in 31.1.1(d) which has in any year not been allowed to an employee by the company as paid sick leave may be claimed by the employee and subject to the conditions hereinbefore prescribed shall be allowed by the company in a subsequent year without diminution of the sick leave prescribed in respect of that year.

31.4 Single day absences

In the case of an employee who claims to be allowed paid sick leave in accordance with this clause for an absence of one day only, such employee if in the year he or she has already been allowed paid sick leave on more than one occasion for one day only, shall not be entitled to payment for the day claimed unless the employee produces to the company a certificate of a duly qualified medical practitioner that in the medical practitioner's opinion the employee was unable to attend for duty on account of personal illness or on account of injury by accident. Nothing in this subclause shall limit the company's rights under 31.1.1(c).

31.5 Attendance at hospital, etc.

31.5.1 Notwithstanding anything contained in 31.1.1, an employee suffering injury through an accident arising out of and in the course of his or her employment (not being an injury in respect of which the employee is entitled to workers' compensation) necessitating his or her attendance during working hours at a doctor, chemist or trained nurse, or at a hospital, shall not suffer any deduction from his or her pay for the time (not exceeding four hours) so occupied on the day of the accident, and shall be reimbursed by the company all expenses reasonably incurred in connection with such attendance.

31.5.2 For the purposes of calculating sick leave rights under this award all unused sick leave rights accumulated by an employee under the award previously applicable to his or her employment shall be retained.

32. BEREAVEMENT LEAVE

32.1 Upon production of appropriate documentary evidence, an employee shall be entitled to a maximum of three days leave without loss of pay on each occasion of the death of the employee's husband, wife, de facto wife, father, mother, brother, sister, child, father-in-law or mother-in-law.

32.2 When interstate or overseas travel is involved and documentary evidence of this is produced, the three days mentioned above may be extended up to five days.

33. REDUNDANCY

[33 inserted by PR960469 ppc Jul05]

33.1 Definitions

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

33.1.2 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.

33.1.3 Small employer means an employer who employs fewer than 15 employees.

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

33.1.5 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.

33.2 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.

33.3 Severance pay

33.3.1 Severance pay - other than employees of a small employer

An employee, other than an employee of a small employer as defined in 33.1, whose employment is terminated by reason of redundancy is entitled to the following amount of severance pay in respect of a period of continuous service:

Period of continuous service	Severance pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay*
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and less than 5 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 33.1.

33.3.2 Severance pay - employees of a small employer

An employee of a small employer as defined in 33.1 whose employment is terminated by reason of redundancy is entitled to the following amount of severance pay in respect of a period of continuous service:

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

* **Week's pay** is defined in 33.1.

33.3.3 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.

33.3.4 Continuity of service shall be calculated in the manner prescribed by clause 30.5. Provided that service prior to 21 July 2005 shall not be taken into account in calculating an entitlement to severance pay for an employee of a small employer pursuant to 33.3.2.

33.3.5 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].

33.4 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 8.5 - 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.

33.5 Alternative employment

33.5.1 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.

33.5.2 This provision does not apply in circumstances involving transmission of business as set in 33.7.

33.6 Job search entitlement

33.6.1 During the period of notice of termination given by the employer in accordance with 8.5, 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.

33.6.2 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.

33.6.3 The job search entitlements under this subclause apply in lieu of the provisions of 8.5.3.

33.7 Transmission of business

33.7.1 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:

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

33.7.1(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.

33.7.2 The Commission may vary 33.7.1(b) if it is satisfied that this provision would operate unfairly in a particular case.

33.8 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.

33.9 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.

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