

TRANSPORT WORKERS' (SOUTH AUSTRALIA) AWARD

This is a consolidated award of the Industrial Relations Commission of South Australia published pursuant to the provisions of the INDUSTRIAL AND EMPLOYEE RELATIONS ACT 1994.

Schedule 1.	Wages
Schedule 2.	Supported Wage Provisions
Schedule 3.	Training Wage Arrangements
Appendix A.	Workers in Supported Employment
Appendix B.	Deleted

Award Information

Commissioner K. Bartel
Matter No. 131 of 1976
Part 1 38 Hour Week
Part 2 40 Hour Week

Clause 1. Title

#OPDATE 17:9:84 on and from

This award shall be known as the 'Transport Workers' (South Australia) Award.'

Clause 2. Arrangement

OPDATE 14:08:2000 1st pp on or after

Clause No.	Subject
1	Title
2	Arrangement
3	Scope of Award
4	Persons bound
5	Locality
6	Definitions
7	Contract of Employment
7A	Exemptions and Modifications
8	Juniors
9	Wages
9A	Enterprise Flexibility Provisions
10	Payment of Wages
11	Casual Employees
12	Hours of Work
12A	Shift Work
13	Overtime
14	Starting Time
15	Meal Times and Meal Allowances
16	Travelling Allowance
17	Change of Place of Employment
18	Holidays
19	Annual Leave
20	Sick Leave
21	Highest Function
22	Change (Money)
23	Gear to be Provided
24	Heavy Articles
25	Horse Stabling
26	Housing
27	Bereavement Leave
28	Notice Board
29	Articles of Clothing
30	Union Delegate
31	Time Books
32	Settlement of Disputes
33	Period of Operation
34	No Extra Claims
35	Training
36	Family Leave
37	Anti-Discrimination

Clause 3. Scope of Award

#OPDATE 17:9:84 on and from

This award applies to the industry of the occupations of employees employed as drivers of horse-drawn and motor vehicles of all descriptions used in the transport of goods and materials upon public highways, drivers assistants, yardmen, loaders, leading loaders, greasers and cleaners, grooms and stablemen (except in racing stables) and collectors from house to house of moneys payable for milk delivered (other than employees engaged in the carting or delivery by carting of bread cakes, pastry and smallgoods.

Clause 4. Persons Bound

#OPDATE 17:9:84 on and from

(a) Except as provided in subclauses (b) and (c) hereof this award shall be binding on the industry of the occupations of employees employed as drivers of horse-drawn and motor vehicles of all descriptions used in the transport of goods and materials upon public highways, driver's assistants, yardmen, loaders, leading loaders, greasers and cleaners, grooms and stablemen (except in racing stables) and collectors from house to house of moneys payable for milk delivered (other than employees engaged in the carting or delivery by carting of bread, cakes, pastry and smallgoods) whether as employers or employees and whether members of an association or not.

(b) This award shall not be binding on those persons who are for the time being subject to an industrial agreement within the meaning of Schedule 1 Transitional Provisions of the Industrial and Employee Relations Act 1994 or an Enterprise Agreement under the said Act.

(c) Part I of this award shall not be binding on the parties set out in clause 4 of Part II of this award.

Clause 5. Locality

#OPDATE 17:9:84 on and from

This award shall have effect throughout the State of South Australia and on any contract of employment made in South Australia and substantially performed in such State although some portion thereof may be performed in any other State or Territory of Australia.

Clause 6. Definitions

OPDATE 22:07:98 1st pp on or after

(a) 'Articulated vehicle' shall mean a vehicle with three or more axles, comprising a power unit (called 'tractor truck'

'prime mover', etc.) and semi-trailer which is superimposed on the power unit, and coupled together by means of a king pin revolving on a turntable and is articulated whether automatically detachable or permanently coupled.

(b) 'Boiler truck' and 'V' shall mean a horse-drawn vehicle without springs generally used for the carrying of boilers, buildings or other heavy material.

(c) 'Casual employee' shall mean an employee engaged and paid as such.

(d) 'Dirty material' shall mean coal, coke, briquettes, bitumen (provided that this be limited to bitumen and/or bituminous material for spreading on roads and excluding bitumen in metal containers), plumbago, graphite, black lead, manganese (excluding the article known as ferro or iron manganese), lime, 'Coamaidai' lime, tallite, limil, plaster, plaster of paris, red oxide, zinc oxide, cement, superphosphate (in secondhand and/or farmers' own bags), rock phosphate, dicalcic phosphate, yellow ochre, red ochre, charcoal, empty flour bags, supercel in jute bags, stone dust, refuse and/or garbage from ships in port, street sweepings, tar in sealed containers, shives of flax when carted as a full load.

(e) 'Driver salesperson' shall mean an employee who is entrusted by the employer with goods or articles for sale and is required to exercise salesmanship in competition with other salespersons in respect of such goods or articles in the normal course of duty and who is not in receipt of a commission upon such goods or articles sold.

The term 'driver salesperson' shall not include a driver who is entrusted with goods or articles for delivery to customers in such quantities as such customers may require.

(f) 'Employees handling money' shall mean an employee subject to this award who collects or pays out money and who is responsible for the safe custody of the amounts so collected or carried to be paid out.

(g) 'Float' shall mean a horse-drawn vehicle on two or more wheels generally used for carrying plate glass or other heavy material.

(h) 'Furniture' shall mean any article of household and/or office furniture which is completely manufactured and ready for use, but shall not include furniture being transported from a factory to a retail store.

(i) 'Garbage carter' and 'garbage carter's mate' shall mean an employee who is employed as such.

(j) 'Head stableman' shall mean a stableman in charge of and directing the work of other stablemen.

(k) 'Horse driver's assistant' and 'Motor driver's assistant' shall mean and include any employee who accompanies the driver to assist in loading and unloading or delivering.

(l) 'Jinker' shall mean a horse-drawn vehicle with or without a fore-carriage or a vehicle (where the vehicle takes the place

of a fore-carriage) with a bow axle under which the load is slung.

(m) 'Leading loader' shall mean a loader or ganger in charge of loaders.

(n) 'Livestock' shall mean horses, cattle, sheep and pigs.

(o) 'Loader' shall mean any employee engaged in loading or unloading any goods ware, merchandise or materials on to or from any vehicle and in work incidental to such loading or unloading and a person engaged as a horse driver's assistant or motor driver's assistant, but who performs work on the waterfront of the nature usually performed by a loader shall be deemed to be a loader within this definition whilst performing such work.

(p) "Gross vehicle mass/gross combination mass" means:

(i) in the case of an articulated truck or heavy trailer combination, the maximum permissible mass (whether described as the gross train mass or otherwise) for the motor vehicle and the trailer(s) or semi-trailers(s) attached to it, together with the load carried on each, as stated in any certificate of registration or other certificate that is issued in respect of the motor vehicle by the relevant authority or by the corresponding authority of another State or Territory or that is required by law to be painted or displayed on the motor vehicle; and

(ii) in any other case, the maximum permissible mass (whether described as the gross vehicle mass or otherwise) for the motor vehicle and its load (but excluding any trailer and its load) as stated in a certificate of registration or other certificate that is issued in respect of the motor vehicle by the relevant authority or by the corresponding authority of another State or Territory or that is required by law to be painted or displayed on the motor vehicle;

(q) "Low loader articulated vehicle" means a vehicle consisting of a tandem drive primemover and a gooseneck semi-trailer (not being a drop deck semi-trailer) with the loading area of the semi-trailer a maximum of one metre off the ground. The prime mover and gooseneck semi-trailer being designed and manufactured and plated to operate at the required mass limits.

(r) 'Offensive material' shall mean, bone dust, bones, blood, manure, dead animals, offal, fat including that which is carted from hotels and restaurants or other places in kerosene tins, tallow in secondhand casks or in secondhand iron or steel drums, green skins, raw hides and sheep skins when fly-blown or maggoty, sausage skin casings (except when packed in non-leaky containers for consumption), salt-cake, spent oxide, hair and fleshings, soda ash, muriate of potash, sulphur ex-wharf, sheep's trotters (known as 'pie'), sulphuric acid of the strength of 96 per cent or 98 per cent in cases in which the carter is required to handle individual jars, stable, cow or pig manure, meat meal, liver, meal, blood meal, T.N.T.

(s) 'Sanitary carter's mate' shall mean an employee who accompanies the driver to assist in loading or unloading.

(t) 'Saturday' for the purpose of this award shall mean either Saturday or such other day as is at present observed as the weekly half-holiday in a particular industry or district.

(u) 'Summer' shall mean from 16 October to 14 April inclusive.

(v) 'Union' shall mean and refer to the South Australian Branch of the Transport Workers' Union on Australia.

(w) 'Yardman' shall mean an employee not otherwise specified, employed in or in connection with a stable, yard, depot or garage, but shall not include any person exclusively employed as a watchman.

(x) 'Courier' shall mean an employee who is engaged as a courier and who is required to ride a motor cycle or bicycle, or to deliver on foot in the course of such employment.

Clause 7. Contract of Employment

#OPDATE 27:09:91 1st pp on or after
Weekly Employment

(a) The employer shall, when engaging an employee, state definitely whether such employee is engaged as a weekly or casual hand. Failing such notice, the employee shall be deemed to be engaged as a weekly employee.

(b) Employment shall be terminated by a week's notice on either side given at any time during the week or by the payment or forfeiture of a week's wages, as the case may be. This shall not affect the right of the employer to dismiss any employee without notice for malingering, inefficiency, neglect of duty, or misconduct, and in such cases all moneys due shall be paid to the employee forthwith.

(c) An employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this Award, provided that such duties are not designed to promote de-skilling.

(d) An employer may direct an employee to carry out such duties and use such tools and equipment as may be required, provided that the employee has been trained in the use of such tools and equipment.

(e) Any direction issued by an employer pursuant to paragraphs (c) and (d) shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.

(f) An employee not attending for duty shall, except as provided by Clauses 18, 19 and 20 of this Award, lose his pay for the actual time of such non-attendances.

(g) Where a notice is given by an employer purporting to expire within the week next preceding Christmas Day or Good Friday, but the employer expressly or impliedly allows the employee to believe that he is to resume work not later

than one week after New Year's Day or Easter Monday, as the case may be, such notice shall have no effect and the engagement shall be deemed to have continued unaffected by such notice.

(h) A weekly employee shall not be changed to a casual employee within the week next preceding Christmas Day or Good Friday.

(i) Notice to terminate the engagement which is given every week or otherwise in such manner that the employee is not able to know with certainty a week before a particular date whether his engagement will or will not be terminated by the employer upon that date shall not be deemed a valid notice unless given during a general or shipping or coal strike.

(j) Subject to the following provisions an employer shall have the right to 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 employer cannot reasonably be held responsible.

(1) When the employer proposes to exercise the right conferred by this subclause he shall notify the employee. During the period such notification remains in force the employee shall be deemed to be stood down for the purpose of this subclause.

(2) An employee who is stood down under this subclause shall be treated for all purposes (other than payment of wages) as having continuity of service and employment notwithstanding such standing down.

(3) An employee who is stood down under this subclause may at any time during the period he is stood down terminate his employment without notice and shall be entitled to receive from the employer as soon as practicable any moneys due to him at the time of termination. The day on which the employee exercises the right of termination without notice shall be the day on which the employment is terminated.

(4) An employee whose employment is terminated under paragraph (3) hereof shall for all purposes (other than payment in lieu of notice) be treated as if his employment had been terminated by the employer without default of the employee.

(5) Any employee who is stood down under this subclause shall be at liberty to take other employment.

(6) Save and except an employee who is a member of an organisation engaged in a strike at any establishment of the employer, an employee stood down under this subclause for a period of more than five working days who has exercised the right to take other employment shall be entitled to work out in such other employment notice of up to one week provided he notifies the employer of his so doing.

(7) An employee whom the employer proposes to stand down under this subclause may elect to take, for the period of the stand-down only and for such further time as is reasonably required for the employee to return to his normal place of abode, any annual leave to which he is entitled or which is accruing to him and upon such election being exercised the employee's annual leave shall be reduced accordingly.

(8) Notwithstanding anything hereinbefore contained the employer will not deduct payment for any day prescribed by the award as a public holiday which occurs during the period of stand-down of an employee (other than an employee who is a member of an organisation engaged in a strike at any establishment of the employer) except to the extent that such employee has become entitled to payment for the holiday in other employment. An employee claiming payment for a holiday shall, if required by the employer furnish a statutory declaration setting out details of any other employment during this period and the remuneration received therein.

(k) (i) When the company proposes to exercise the right to stand down conferred by this subclause, it shall advise the employee concerned giving him or her two days notice of such stand-down. Following expiry of that notice, the employee shall be deemed to have been stood down for the period advised by the employer.

(ii) An employee stood down under this subclause shall be treated, for all purposes other than payment of wages, as having continuity of service and employment, notwithstanding such stand-down.

(iii) An employee stood down under this subclause may, at any time during the period of his or her stand-down, terminate his or her employment without giving notice to the employer, and shall then be entitled to receive from the employer, as soon as practicable, any moneys due to him or her at the time of such termination. The day on which the employee exercises such right of termination without notice shall be the date on which the employment is terminated.

(iv) An employee whose employment is terminated under paragraph (iii) of this subclause shall, for all purposes other than payment in lieu of notice, be treated as if his or her employment had been terminated by the employer without default on the part of the employee.

(v) An employee who is stood down under this subclause shall be at liberty to take other employment.

(vi) Unless the Transport Workers' Union of Australia should be engaged in a strike or stoppage of work at any establishment of the Company, an employee stood down under this subclause for a period of more than five working days who has exercised his or her right, pursuant to paragraph (v) of this subclause, to take other employment shall be entitled to work out, in such other employment, notice of up to one week.

(vii) An employee whom the employer proposes to stand down pursuant to this subclause may elect to take, for the period of his or her stand-down only, any annual leave to

which he or she is entitled or which is accruing to him or her, and upon such election being exercised the employee's annual leave shall be reduced accordingly.

(viii) If such a request is made by the employee prior to his or her being stood down in accordance with the provisions of this subclause, payment shall be made on the last day preceding such stand-down for time worked up to the time of his or her being stood down.

(ix) Notwithstanding anything prescribed elsewhere in this subclause, the employer shall not deduct payment for any day prescribed by this award as an award holiday which occurs during the period of stand-down of an employee (unless the Transport Workers' Union of Australia should be engaged in a strike or stoppage of work at any establishment of the employer), except to the extent that such employee has become entitled to payment for the holiday by reason of his being in other employment. An employee claiming payment for an award holiday shall, if so required by the employer, furnish a statutory declaration setting out details of any other employment during this period and of the remuneration received in that other employment.

(x) An employee, where required by the employer, shall maintain the vehicle in a clean state and perform routine maintenance.

Clause 7A. Exemptions and Modifications

#OPDATE 06:08:90 1st pp on or after

(a) (i) Where employees bound by this award are employed by an employer whose principal business or undertaking is one other than the transport of materials upon public highways and the majority of employees are covered by an award made by (or agreement approved by) the Australian Industrial Relations Commission or a State Industrial authority, then the provisions of that award (or agreement) shall apply to the employer's transport workers except the following provisions of this award which shall continue to apply:

Clause	6	Definitions
	7	Contract of employment
	7A	No extra claims
	7B	Commitment
	7C	Award modernisation
	8	Juniors
	9	Wages
	9A	Supplementary payments
	17	Change of place of employment
	21	Highest function
	22	Change money
	23	Gear to be provided
	26	Housing
	28	Union notice board
	30	Union delegates
	31	Time books
	32	Settlement of disputes

(ii) The parties recognise that the industry must be encouraged to develop more stable and permanent

employment opportunities. There will be an investigation into the appropriate provisions relating to the terms of employment of different groups of employees.

Accordingly a working party will be established to investigate these matters and the parties commit themselves to report back to the Commission within three months of the date of this order.

(iii) Provided further that the majority award provisions which apply pursuant to paragraph 7(a) (i) will not apply where inconsistent with legislation applicable to drivers of motor vehicles.

(iv) If any questions arise as to the application of majority award provision, they shall be determined by a Board of Reference in accordance with Clause 39 herein.

(v) The parties undertake to monitor the operation of this clause and report back on their findings to the Industrial Commission of South Australia within six months of the date of this order.

Clause 8. Juniors

#OPDATE 17:9:84 on and from

(a) The minimum weekly rate of wage for work in ordinary hours for junior employees covered by this award is contained in Schedule 1 attached hereto.

(b) No junior under 18 years of age shall be permitted to have sole charge of a motor vehicle.

(c) Juniors shall not be employed by an employer in a greater proportion than one junior to every five drivers receiving adult wages.

Clause 9. Wages

#OPDATE 17:03:92 1st pp on or after

The minimum weekly rate of wage to be paid to employees, 20 years of age and over, covered by this award, for work performed in ordinary hours is contained in Schedule 1 attached hereto.

Clause 9A. Enterprise Flexibility Provision

#OPDATE 25:07:95 1st pp on or after

(a) At each enterprise or workplace, consultative mechanisms and procedures may be established comprising representatives of the employer and employees and the Transport Workers Union which shall be appropriate to the size, structure and needs of the enterprise or workplace and which shall be determined by agreement between the employer and the union.

(b) The purpose of the consultative mechanisms and procedures is to facilitate the efficient operation of the enterprise or workplace according to its particular needs and to provide for more flexible working arrangements, improved

quality of working life and enhancement of skills and job satisfaction.

(c) The parties agree that under Clause 9A hereof any award or enterprise or workplace matter can be raised for discussion. Any such discussion must be through the consultative mechanism and procedures and must be premised on the understanding that:

(i) The majority of employees at each enterprise must genuinely agree to it.

(ii) Employees will not be disadvantaged in relation to their terms and conditions of employment as a result of any change.

(iii) The union must be party to the agreement, in particular, where enterprise level discussions and considering matters requiring any award variation, the union must be invited to participate.

(iv) The union will not unreasonably oppose any agreement.

(v) The disputes procedure will apply if agreement cannot be reached in the implementation process on a particular issue.

(d) Should an agreement be reached pursuant to sub-clause 9A(c) hereof at a particular enterprise and that agreement requires award variation, the parties will not unreasonably oppose that award variation for that particular provision for that particular enterprise.

(e) Where agreement is reached at an enterprise or workplace through such consultative mechanisms and procedures, and where giving effect to such agreement requires this award, as it applies at the enterprise or workplace, to be varied, an application to vary shall be made to the Commission. The agreement shall be made available in writing, to all employees at the enterprise or workplace and to the unions party to this Award.

(f) When this award is varied to give effect to an agreement made pursuant to this clause the variation shall become a schedule to this award and the variation shall take precedence over any provision of this award to the extent of any expressly identified inconsistency.

(g) The parties acknowledge that discussions at enterprise level should continue and be based on the following:

(i) That where an employer has more than one product stream, as defined, the procedures outlined for such employers shall be as agreed between the Transport Workers' Union of Australia and the employer.

(ii) That agreed provisions developed pursuant to (g)(i) hereof shall provide for yard level discussions within each of the product streams of the employer.

(iii) In the event that agreement pursuant to (g)(i) hereof cannot be reached, than any party shall have the right to

seek assistance from the Industrial Relations Commission of South Australia to resolve any impasse.

(iv) That any agreed provisions pursuant to (g)(i) hereof shall address the application of restructuring, including consultation, training and re-training at yard level.

(v) Product stream shall mean an element of an employer's total business which is unique in its operation from any other business element of the employer.

(vi) Where an employer is a single business operations, the following procedures should be followed in pursuing enterprise flexibility agreements:

(1.) Depot manager to arrange meetings with employees:

(A) If award matters are to be discussed, the union must be invited to participate and should be given at least seven days notice of the meeting.

(B) If non-award matters are to be discussed, the unavailability of union/employer organisations shall not prohibit discussions continuing.

(2.) Employees should be encouraged to list any matters they believe should be raised for discussion

(3.) Formal discussions with the employer and employees should commence.

(4.) The number of enterprise flexibility discussion meetings shall not be limited. Should assistance be required by employees in these discussions, the union should be advised and invited to attend.

Agreements:

(5.) Should agreement be reached on matters relating to the award, the following procedures should be followed:

(A) Refer such agreements to both the union and the employer or agent, at Branch level for examination and, if necessary, refinement. Agreements may be referred back to the employer and employees for further consideration, but the parties' rights are preserved under subclause (j) of this clause.

(B) Following examination at Branch level, agreements should be forwarded to both the union and employer or agent, at State level for examination and if necessary, refinement.

(C) If both State bodies agree that the agreements meet the enterprise flexibility provisions hereof, then the matter shall be forwarded to the Commission for ratification.

(D) Such agreement shall form schedules to the award for the enterprise concerned and that schedule shall override any award provisions to the extent of any expressly identified inconsistency.

(E) After ratification the "new" award provisions may be implemented in the yard.

(6.) If there is no agreement between the State bodies, the matter shall be determined by the Commission, subject to clause 9A hereof.

(h) In conducting enterprise flexibility discussions, the enterprise flexibility provision enables all award and non-award matters to be discussed.

However, if there is a requirement to vary the award, then the matter must be processed through this clause.

If the matter does not require award variation, then the matter can be implemented locally and without delay.

(i) The Transport Workers' Union of Australia believes that delegates should have the opportunity to attend TUTA/TWU courses.

However, attendance at a TUTA/TWU course is not a prerequisite for discussions occurring at a local level and should not constitute an impediment to enterprise flexibility discussion continuing.

(j) At any stage in the development and/or conduct of enterprise discussions a party may call upon the Industrial Relations Commission of South Australia for assistance in progressing discussions.

Clause 10. Payment of Wages

OPDATE 23:07:2005 1st pp on or after

(a) All wages and overtime shall be paid in the employers time on a day to be determined by the employer but not later than Thursday of each week. The day on being fixed shall not be altered more than once in three months. All wages shall be paid enclosed in an envelope. On or prior to pay day, the employer shall give to each employee, in writing, details of the amount of ordinary pay, overtime, penalty rates and allowances to which the employee is entitled, the amount and nature of deductions made therefrom and the net amount being paid to the employee.

(b) By agreement between the employer and the majority of employees at each yard, depot or garage, wages may be paid by direct electronic funds transfer into an employee's bank (or other recognised financial institution) account.

(c) All earnings including overtime shall be paid within two days of the expiration of the week in which they accrue.

(d) If an employer fails to make payment to any employee as prescribed on pay day he shall pay to each such employee \$11.82 for each and every day or part thereof during which

such default continues, unless he satisfies the Board of Reference that such failure is due to some act on the part of the employee, or to circumstances not under his control and which he could not reasonably have foreseen and which he took reasonable steps to avoid or overcome.

(e) Notwithstanding anything contained herein an employee shall pay to an employee who leaves or is dismissed all moneys due to him/her forthwith, failing which the employer shall pay the employee the sum of 14.80 for each and every day or part thereof during which such default continues.

(f) Sub-clauses (a) and (b) hereof shall not apply to any industry in which the work of employees covered by this Award is only ancillary to the main operation of such industry but the practice followed for the majority of employees in any establishment in such industry shall be applied to employees therein covered by this award.

Clause 11. Casual Employees

#OPDATE 22:09:88 1st pp on or after

(a) (i) A casual employee, for working ordinary time, shall be paid per hour one thirty-eighth of the weekly wage rate prescribed by this Award, plus 20 percent, for the work which he performs. A minimum payment as for four hours shall be paid.

(ii) In addition to normal overtime rates a casual employee while working overtime or outside of ordinary hours, shall be paid on an hourly basis one thirty-eighth of the appropriate weekly wage rate, plus 10 percent for the work which he performs.

(b) A casual employee shall be notified at the end of the day if his services are not required next working day; failing such notice, a full days wages shall be paid for the next working day.

Clause 12. Hours of Work

#OPDATE 27:09:91 1st pp on or after

(a) The ordinary hours of work shall be an average of 38 per week to be worked on one of the following bases:

(i) 38 hours within a work cycle not exceeding seven consecutive days; or

(ii) 76 hours within a work cycle, not exceeding fourteen consecutive days; or

(iii) 114 hours within a work cycle not exceeding twenty-one consecutive days; or

(iv) 152 hours within a work cycle not exceeding twenty-eight consecutive days.

(b) (i) Subject to the exceptions hereinafter provided the ordinary hours of work are to be worked in five days of not more than eight hours (Monday to Friday inclusive) and one day (Saturday) of not more than four hours, or five days of

eight hours (Monday to Friday inclusive) continuously, except for meal breaks, between 6.30 a.m. and 6.00 p.m. Monday to Friday inclusive, and 7.00 a.m. to 12.30 p.m. on Saturday.

(ii) Provided that the spread of hours may be extended by thirty (30) minutes at either end of the spread of hours at the discretion of the employer. One week's notice of such change will be given to employees concerned.

(iii) In localities where the recognised half-holiday is on a day other than a Saturday the day so recognised may be substituted for Saturday for all purposes of this award.

(c) Paragraph (i) of subclause (b) hereof, in respect of the times within which ordinary hours of work may be performed, shall not apply to:

(i) a yardman, garbage carter or carter's mate. Provided that the wages of such employees shall be increased by 15 per cent for all time of duty before 6.30 a.m.; or

(ii) a driver employed at:

(a) a fish, fruit or vegetable store; or

(b) carting aerated water, ice or ice cream in summer.

Provided that the wages of such employees shall be increased by 20 per cent for all time of duty before 6.30 a.m.

Provided further that a yardman shall be entitled to either Sunday or some other day in each week as a clear day off from work and in default thereof one days extra pay.

(iii) (a) An employee employed by an employer whose place of business is outside a radius of 48 kilometres of the Adelaide G.P.O., or an employee solely engaged in the carting of livestock.

Provided that the employer of such employee as provided in paragraph (iii) (a) of this clause may, by the payment of an additional 12 1/2 per cent for all ordinary hours, vary the fixed starting time of each employee for each day between Monday and Saturday of each week inclusive by giving six clear days notice that the employee's starting time for each day of the following week shall be clearly defined and known to the employee in advance.

(b) The starting time so fixed shall not be changed other than by giving the employee six clear days notice of the same.

(c) Notwithstanding anything contained in this clause, the maximum number of ordinary hours shall be 38 per week to be worked in five days of not more than 8 1/4 hours (Monday to Friday inclusive) and one day (Saturday) of not more than four hours continuously, from the fixed starting time, except for one meal break which shall not be less than 30 minutes nor more than one hour.

Call back

(d) Five-Day Week - In any case in which the ordinary weeks work of 38 hours can be performed in five days as aforesaid without:-

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

the employer shall allow those employees who so desire to do so to work their ordinary hours in five days as aforesaid. Any dispute as to whether the ordinary hours of work can in any case or cases be worked in five days without detriment loss or reduction as aforesaid, shall be determined by a Board of Reference upon application made by or on behalf of the employees. Upon such an application proof that the working of a five day week will result in such detriment, loss or reduction as aforesaid shall be upon the employer.

It is a condition of the allowing of a five day week hereunder that, if required, employees shall comply with the reasonable and lawful orders of the employer as to working overtime including the working of overtime on Saturday.

(e) Ordinary hours of work shall be an average of thirty-eight per week as provided in this clause. The method of implementation of a thirty-eight-hour week may be any one of the following:

- (i) by employees working less than eight ordinary hours each day, or
- (ii) by employees working less than eight ordinary hours on one or more days each week, or
- (iii) By fixing one weekday on which all employees will be off during a particular work cycle, or
- (iv) by rostering employees off on various days of the week during a particular work cycle so that each employee has one week day off during that cycle.

(A) Providing for a Normal Rostered Day Off

(i) By employees working to a roster drawn up in each depot yard or garage providing for nineteen days each of eight hours over a continuous four-week period.

(ii) Each employee shall take his rostered day off in accordance with the rosters.

(iii) Rostered days off may be accumulated to a maximum of five days over a twenty-week period.

(iv) In those arrangements where rostered days off are not accumulated an employer may, due to operational requirements, require an employee not to take his rostered day off during the period it accrues. In this event, a replacement rostered day off shall be taken on the following basis:

(1) Where the rostered day off not taken was either a Friday or a Monday, the next practicable Friday or Monday shall be taken as a replacement rostered day off.

(2) Where the rostered day off not taken was a Tuesday, Wednesday or a Thursday, the replacement rostered day off shall be taken on the first practicable day available for the taking of such replacement rostered day off.

(v) Otherwise an employee's normal rostered day off may be changed during the currency of a roster period by agreement between the employer and such employee. In the absence of such agreement forty-eight hours notice of such alteration shall be given to the employee.

(vi) Calculation of Payment: Payment shall be seven hours thirty-six minutes per day with accrual as entitlement for a rostered day off being made on the basis of a nineteen day period where an employee works 152 hours within a work cycle not exceeding twenty-eight consecutive days at twenty-four minutes per day.

(vii) An employee whose rostered day off occurs on a pay day shall be paid his wages on his next ordinary working day following his rostered day off.

(viii) Where an employer is required to service a particular industry or plant or section thereof and there has been a cessation of operations resulting from annual close-down, industrial action, compulsory closure as a result of a legislative direction, other circumstances beyond the control of the employer or in the event of machinery or plant breakdown, such employer may require his employees to take a rostered day or days off to coincide with the day or days that the operations closed, up to a maximum of five days. In this event, a rostered day or days off which would normally become due to the employee shall not become so due for the number of days taken pursuant to the provisions of this paragraph. Provided however that an employee disadvantaged in terms of leisure time by a rostered day or days off normally falling on a Friday or a Monday being required to be taken on a Tuesday, Wednesday or Thursday, then such employee shall be rostered to take a Friday or Monday off on the earliest practicable opportunity upon his normal roster being resumed.

(B) Providing for Other than a Normal Rostered Day Off

(i) (1) Where an employer is required to service a particular industry or plant or section thereof which is operating under arrangements for a reduced working week other than that provided for in (A) (i) hereof the employer may arrange the hours of work of an employee to be applicable to that particular industry or plant, or section thereof.

In the event that such arrangement of hours of work results in an employee being granted one rostered day off in any period of fourteen consecutive days, then the employee may be required to work pursuant to a roster providing for nine days each of eight hours twenty-six minutes over a continuous two-week period.

In the event that such arrangement of hours of work results in an employee being granted one rostered day off in any period of twenty-one consecutive days, then the employee may be required to work pursuant to a roster providing for fourteen days each of eight hours, eight minutes over a continuous three-week period.

Provided the ordinary hours of work shall not exceed an average of thirty-eight hours per week.

(ii) (1) Where an employer is required to service a particular industry or plant or section thereof and there has been a cessation of operations resulting from annual closedown, industrial action, compulsory closure as a result of a legislative direction, other such circumstances beyond the control of the employer or in the event of machinery or plant breakdown, such employer may require his employees to take a rostered day or days off to coincide with the day or days that the operations are closed, up to a maximum of five days.

(2) An employer may require his employees to work additional periods of ordinary hours of work up to a maximum of eight ordinary hours of work per day in order to restore any deficiency of hours arising from the taking of a rostered day or days off pursuant to the preceding subclause and at least twenty-four hours notice of such variation or change to the ordinary hours of work of the particular employee or employees concerned shall be given through the posting of a notice of the intended change at the yard, depot or garage concerned.

(iii) Provided that, in the event that special or extraordinary circumstances exist, including, but not limited to, the location where the work is performed, an employer may implement for employees provisions for hours of work on the basis of a roster within a work cycle other than twenty-eight consecutive days, upon which a fixed day for all employees, or various days, shall be a rostered day off during the particular cycle.

In the event that an employee is rostered to take one day off in each fourteen continuous day cycle then such employee may be required to work pursuant to a roster providing for nine days each of eight hours twenty-six minutes over such continuous two-week period.

In the event that an employee is rostered to take one day off in each twenty-one continuous day cycle then such employee may be required to work pursuant to a roster providing for fourteen days each of eight hours eight minutes over such continuous three week cycle.

Provided that the ordinary hours of work shall not exceed an average of 38 hours per week.

Provided further that in any arrangement of ordinary working hours where the ordinary working hours are to exceed eight on any day, the arrangement of hours shall be subject to the agreement of the employer and the Branch Secretary of the Union.

(f) If required, employees shall comply with reasonable and lawful orders of the employer as to working overtime including the working of overtime on Saturday.

(g) Absence from Duty

(i) Where an employee is absent from duty (other than on annual leave, long service leave, public holidays, paid sick leave, workers compensation, bereavement leave or jury service) he shall, for each day absent, lose average pay for each such day calculated by dividing his average weekly wage rate by five.

An employee who is absent for part of a day shall lose average pay for each hour he is absent by dividing his average weekly wage rate by thirty-eight.

(ii) An employee so absent from duty will not accrue the entitlement for a normal rostered day off provided for in subclause (e) (A) hereof. The employee shall take his day off as rostered but shall be paid, in respect of the week during which the rostered day off is taken, his average weekly pay less an amount calculated according to the following formula:

$$\begin{array}{r} \text{Number of Days} \\ \text{absent during} \\ \text{cycle} \end{array} \times 0.4 \text{ hours} \times \frac{\text{Average Weekly Pay}}{38}$$

Provided however that absences of less than 0.5 of a day shall not be counted for the purposes of this subclause.

(iii) An employee working under a roster system provided for under subclause (e) (B) and absent from work with authorisation shall lose daily or hourly pay as the case may be and shall not accumulate entitlement to a rostered day off and shall be paid during the week of his taking his rostered day off according to the following formula:

$$\begin{array}{r} \text{No. of days} \\ \text{absent} \end{array} \times \begin{array}{r} \text{daily accrual} \\ \text{entitlement} \end{array} \times \frac{\text{Average Weekly Pay}}{38}$$

Where daily accrual entitlement is

(1) Two week cycle -0.8 hours

(2) Three week cycle -0.533 hours

Provided however that absences of less than 0.5 of a day shall not be counted for the purposes of this subclause.

(iv) Where an employee takes long service leave his entitlement to accrue towards a rostered day off shall cease. The employee shall not be entitled to a rostered day off during the period of long service leave. In lieu, the employee shall be paid the value of accrued entitlement outstanding to him on the last day of work prior to taking long service leave.

Clause 12A. Shift Work

#OPDATE 22:09:88 1st pp on or after
Definitions

(a) For the purposes of this clause -

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

"Continuous work" means work carried on with consecutive shifts of men throughout the twenty-four hours of each of at least six consecutive days without interruption except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the employer.

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

"Rostered shift" means a shift of which the employee concerned has had at least forty-eight hours' notice.

Hours - continuous work shifts

(b) This subclause shall apply to shift workers on continuous work as herein before defined. The ordinary hours of shift workers shall average 38 per week inclusive of crib time and shall not exceed 152 hours in twenty-eight consecutive days. Provided that, where the employer and the majority of employees concerned agree, a roster system may operate on the basis that the weekly average of 38 ordinary hours is achieved over a period which exceeds 28 consecutive days.

Subject to the following conditions, such shift workers shall work at such times as the employer may require:

(i) A shift shall consist of not more than 10 hours inclusive or crib time. Provided that in any arrangement of ordinary working hours where the ordinary working hours are to exceed 8 on any shift the arrangement of hours shall be subject to the agreement of the employer and the majority of employees concerned.

(ii) Except at the regular change-over of shifts, an employee shall not be required to work more than one shift in each twenty-four hours.

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

Hours other than continuous work

(c) This subclause shall apply to shift workers not on continuous work as hereinbefore defined. Subject to clause 12, the ordinary hours of work shall be an average of 38 per week to be worked on one of the following basis:

(i) 38 hours within a period not exceeding seven consecutive days; or

(ii) 76 hours within a period not exceeding fourteen consecutive days; or

(iii) 114 hours within a period not exceeding twenty-one consecutive days; or

(iv) 152 hours within a period not exceeding twenty-eight days.

The ordinary hours shall be worked continuously except for meal breaks at the discretion of the employer. An employee shall not be required to work for more than five hours without a break for a meal. Except at regular change-over of shifts an employee shall not be required to work more than one shift in each twenty-four hours.

Provided that the ordinary hours of work prescribed herein shall not exceed 10 hours on any day. Provided further than in any arrangement of ordinary working hours where the ordinary working hours are to exceed 8 on any day, the arrangement of hours shall be subject to the agreement of the employer and the majority of employees concerned.

Rosters

(d) Shift rosters shall specify the commencing and finishing times of ordinary working hours of the respective shifts.

Variation by agreement

(e) Subject to subclause (b) and (c) hereof the method of working shifts may in any case be varied by agreement between the employer and the majority of employees concerned.

The time of commencing and finishing shifts once having been determined may be varied by agreement between the employer and the majority of employees concerned to suit the circumstances of the establishment or in the absence of agreement by seven days' notice of alteration given by the employer to the employees.

Shift allowances

(f)(i) For ordinary hours of shift, shift workers shall be paid the following extra percentages of the rate prescribed for their respective classifications:

	Percent
(1) Rotating afternoon shift	15
(2) Permanent afternoon shift	17.5
(3) Rotating night shift	20
(4) Permanent night shift	30

(ii) Work on Saturday, Sunday or Public Holiday

Shift workers for work on rostered shift the major portion of which is performed on a Saturday, Sunday or public holiday shall be paid as follows:

- Saturday - at the rate of time and one half
- Sunday - at the rate of double time
- Public Holidays - as prescribed in Clause 18 of this Award at the rate of double time

The penalty rates prescribed by this subclause for work on a Saturday, Sunday or Public Holiday shall be payable in lieu of the shift allowance prescribed in paragraph (f)(i).

(iii) Non continuous work

Shift workers who work on any afternoon or night shift which does not continue for at least five consecutive afternoons or nights shall be paid at the rate of time and a half for the first three hours and double time thereafter for each such shift.

(iv) Rate when shift extends beyond midnight

Notwithstanding anything contained herein, each shift shall be paid for at the rate applicable to the day on which the major portion of the shift is worked.

Where shifts fall partly on a holiday, that shift the major portion of which fall on such holiday, shall be regarded as a holiday shift.

Daylight saving

(g)(i) Notwithstanding anything contained elsewhere in this Award, in any areas where by reason of the legislation of a State, summer time is prescribed as being in advance of the standard time of that State the length of any shift:

(1) Commencing before the time prescribed by the relevant legislation for the commencement of a summer time period; and

(2) Commencing on or before the time prescribed by such legislation for the termination of a summer time period, shall be deemed to be the number of hours represented by the difference between the time recorded by the clock at the beginning of the shift and the time so recorded at the end thereof, the time of the clock in each case to be set to the time fixed pursuant to the relevant State legislation.

Overtime

(h) Shift workers for all time worked in excess of or outside the ordinary working hours prescribed by this Award or on a shift other than a rostered shift shall:

(i) If employed on continuous work be paid at the rate of double time; or

(ii) If employed on other shift work at the rate of time and a half for the first three hours and double time thereafter.

except in each case the time is worked:

(iii) By arrangement between the employees themselves;

(iv) For the purpose of effecting the customary rotation of shifts.

Provided that when not less than 7 hours 36 minutes notice has been given to the employer by a relief man that he will be absent from work and the employee whom he should relieve

is not relieved and is required to continue to work on his rostered day off the unrelieved employee shall be paid double time.

Shiftwork - meal times

(i) All shift workers whilst working on afternoon or night shift shall be entitled to a paid crib time of twenty minutes. Such crib time to be allowed and taken as prescribed.

Unless the period of overtime is less than one and a half hours an employee before starting overtime after working ordinary hours shall be allowed a meal break of twenty minutes which shall be paid for at ordinary rates. An employer and employee may agree to any variation of this provision to meet the circumstances of the work in hand provided that the employer shall not be required to make any payment in respect of any time allowed in excess of twenty minutes.

Shiftwork - annual leave

(j) In addition to the leave hereinbefore prescribed, seven-day shift workers, that is employees working rostered shift necessitating regular rostered Sunday and holiday work as part of their ordinary hours, after each twelve months continuous service shall be given an extra weeks leave. Where an employee is engaged for part only of the twelve-monthly period as a seven-day shift worker, the extra leave, to which he/she shall be entitled, shall be the same proportion of a week as the proportion which the time he/she spent as a seven-day worker during the period bears to a year.

Clause 13. Overtime

#OPDATE 27:09:91 1st pp on or after

(a) (i) An employer may require any employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirement.

(ii) The union party to this award shall not in any way whether directly or indirectly be a party to or concerned in any ban, limitation or restriction upon the working of overtime in accordance with the requirements of this clause.

(iii) The assignment of overtime by an employer to an employee shall be based on specific work requirements and the practice of 'one in all in' overtime shall not apply.

(b) For all work done outside ordinary hours the rates of pay shall be time and a half for the first three hours and double time thereafter, such double time to continue until the completion of the overtime worked.

Provided, however, that the 'further additional amounts' set out in items 20, 21, 22, 23 and 30 of clause 9 shall not be subject to the increased rates of pay hereinbefore referred to. Except as provided in this subclause and subclause (c) hereof, in computing overtime each days work shall stand alone.

Rest Period After Overtime

(c) When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least eight consecutive hours off duty between the work of successive days. An employee (other than a casual employee) who works so much overtime between the termination of his ordinary work on one day and the commencement of his ordinary work on the next day, that he has not had at least eight consecutive hours off duty between those times, shall, subject to this subclause be released after completion of such overtime until he has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instructions of his employer, such an employee resumes or continues work without having had such eight consecutive hours off duty he shall be paid at double rates until he is released from duty for such period and he shall then be entitled to be absent until he has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

Call Back

(d) (i) An employee recalled to work overtime after leaving his employer's yard, depot or garage (whether notified before or after leaving the yard, depot or garage) shall be paid for a minimum of three hours of work at the appropriate rates for the first recall, and a minimum of two hours for each subsequent recall; provided that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full minimum hours if the job recalled to perform is completed within a shorter period. This subclause shall not apply in cases where the overtime is continuous (subject to a reasonable meal-break) with the completion or commencement of ordinary working time.

(ii) Overtime worked in the circumstances specified in this subclause shall not be regarded as overtime for the purpose of subclause (c) of this clause where the actual time worked is less than three hours on such recall or two hours on a subsequent recall.

Saturday Work - Five-Day Week

(e) A day worker on a five-day week required to work overtime on a Saturday 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 commenced on the day previous.

Standing-by

(f) Subject to any custom now prevailing under which an employee is required regularly to hold himself in readiness for a call back, an employee required to hold himself in readiness to work after ordinary hours shall, until released, be paid standing-by time at the ordinary rates from the time from which he is told to hold himself in readiness.

Transport of Employees

(g) When an employee, after having worked overtime, finishes work at a time when reasonable means of transport are not available, the employer shall provide him with a conveyance to his home, or pay him his current ordinary wage for the time reasonably occupied in reaching his home.

Sunday Work

(h) All time of duty on any Sunday shall stand alone and shall be paid for at the rate of double time with a minimum payment of four hours pay at double time.

Clause 14. Starting Time

#OPDATE 17:9:84 on and from

(a) Where proper facilities are provided for an employee to sign on when beginning work, and to sign off when leaving work, the work of such employee shall be deemed to commence when he signs on at the yard, or depot in the morning and finish when he signs off in the evening.

(b) Where proper facilities for signing on or off are not provided, work shall be deemed to commence when the employee enters the yard or depot in the morning and to finish when he leaves the yard or depot in the evening.

Provided that in any case where the horses are stabled at the driver's own home then the driver shall be allowed twenty minutes in the morning and fifteen minutes in the evening to perform the necessary stable work.

Provided further that in cases when an employee, driver of a motor vehicle takes the vehicle to his home at the end of the days work, his finishing time shall be deemed to be the time of arrival at his home and his starting time on the following morning shall be at the time at which he signs on at his employer's yard or depot unless he has to proceed direct from his home with or without first going to his employer's yard or depot in which case his starting time shall be the time of leaving his home.

(c) Each employer shall fix a regular starting time for each of his employees which shall, with respect to each such employee, be the same time each day of the week. In any case where it is not so fixed such starting time shall be 7.15 a.m. until it is otherwise fixed by the employer. Where an employer desires to vary or change the regular starting time of an employee or employees he shall give one weeks notice of such variation or change to the particular employee or employees concerned and also post a notice of the intended change at the depot or yard.

(d) The provisions of this clause shall not apply to employees employed in terms of subclause (c) (iv) of clause 12 hereof.

Clause 15. Meal Times and Meal Allowances

OPDATE 23:07:2004 1st pp on or after

(a) (i) Each employee shall be allowed a break of one hour without pay as a meal time to begin not earlier than 11.30 a.m., nor later than 1.30 p.m.

Provided that, where an employee is engaged in an industry where the majority of employees therein have less than one hour for a meal break in duration, and, as far as practicable, the time of taking meal breaks shall be uniform with the majority of such employees.

Provided further that the duration of the midday meal break shall be regular and not less than thirty minutes or more than one hour and of any other meal break thirty minutes.

(ii) If the break be not so allowed, all time worked after 1.30 p.m. until a break without pay for a meal time is allowed shall be paid for at the rate of ordinary time, the payment to be in addition to any payment due in respect of a weekly or casual wage.

(b) (i) Except as otherwise provided in this clause, no employee shall be required to work for longer than five hours without a break for a meal.

(ii) All time worked over five hours until such a break is allowed shall be paid for at the rate of ordinary time, the payment to be in addition to any payment due in respect of a weekly or casual wage.

(iii) This subclause shall not apply to the evening meal time in the case of any employee returning to the yard, depot or garage, after the conclusion of any journey or delivery where such employee ceases work not later than 6.30p.m. on Monday to Friday inclusive.

(c) (i) Where an employee is required, otherwise than because of his own default or delay, to continue working after 6.00p.m. on Monday to Friday, inclusive, or 1.00p.m. on Saturday without having been informed in some way on the preceding working day that he will be so required, he shall be allowed \$8.51 for the first meal, \$8.51 for the second meal, and \$8.51 for each subsequent meal.

(ii) An employee required to commence work two hours or more prior to his normal starting time shall be paid a meal allowance of \$8.51 unless the employee was notified the previous working day, or earlier, of this requirement.

(iii) An employee who is notified under this subclause that he will be required to continue working, but who is not so required to continue working, shall be paid the prescribed meal money.

(iv) This subclause shall not apply in the case of any employee returning to the yard or depot after the conclusion of any journey or delivery where such employee ceases work not later than 6.30p.m.

(d) The obligation to pay ordinary time under this clause in addition to weekly or other wages and overtime under any other clause shall not be cumulative, but the employee, in cases coming within this clause, shall be entitled only to the higher payment.

Clause 16. Travelling Allowance

OPDATE 23:07:2004 1st pp on or after

(a) An employee engaged in ordinary travelling on duty or on work on which he is unable to return to his home at night shall be paid such personal expenses as he reasonably incurs in travelling, but shall be paid the sum of \$26.18 per day at least. Provided that where an employee travels by boat or other conveyance in which his ticket includes meals and bed, he shall not be entitled to the said allowance, and provided that where an employer carrying on a coach and mail service provides or is willing to provide meals and bed, the employee is to have the option of receiving \$26.18 per day or accepting the meals and bed provided by the employer.

(b) An employee prevented from returning with his turnout to the depot or yard from which he started shall be paid any travelling expenses he has to incur, and as if for time worked for the time he reasonably takes to get to his home beyond the time he ordinarily would have taken to get to his home from the depot or yard.

Clause 17. Change of Place of Employment

#OPDATE 17:9:84 on and from

Where an employer transfers an employee, after the commencement of work of such employee on any day, from the usual place of work to another place, fares to and from such altered place shall be paid by the employer to the employee regardless of the method of travel except where transported by the employer.

Clause 18. Holidays

#OPDATE 17:9:84 on and from

(a) Weekly employees shall be entitled, without deduction of pay, to holidays observed in the State in respect of New Year's Day, Anniversary Day (26 January), Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Eight Hours' Day, Christmas Day and 28 December and any other day which by Act of Parliament or proclamation may be created as a public holiday or may be substituted for any of such holidays shall be holidays; and weekly employees shall be entitled to observe 26 December as a holiday without deduction of pay.

(b) All employers must indicate within seven days from the next pay day if their premises are to be closed. If an employer gives his employees pay envelopes the notice shall be contained in such envelope of each employee.

(c) Notwithstanding the provisions of subclause (a) hereof where an employee is employed in an employer's industry with respect to which an award or determination binding upon that employer makes provision for public holidays for the majority of his employees without loss of pay the employer shall grant the public holidays provided for in such award or determination instead of those abovementioned and subclause (a) hereof shall be read as if the holidays mentioned in any such award or determination had been expressly mentioned herein as alternative to those set out in subclause (a) hereof and provided also any party to this award shall be at liberty to apply for variation of the public

holiday provisions in regard to any particular employer at any time.

(d) No weekly employee who has, without the consent of his employer and without reasonable cause, absented himself from his employment on the day before or the day after a holiday shall be free from deduction of pay in respect of such holidays.

(e) (i) For all time worked by a weekly employee on such holidays, payment shall be made at the following rate - on Good Friday and the Christmas Day holiday - time and a half; on any other holiday - time and a half.

(ii) The minimum payment shall be as for four hours work.

(iii) Payment for work on a holiday shall be in addition to any amount payable in respect of the weekly wage. Provided however that, if an employee is required to work on a holiday, other than Good Friday and Christmas Day, during hours which, if the day were not a holiday, would be outside the range of ordinary working time as mentioned in clause 13 of this award, he shall be paid for such hours at double time and a half instead of the ordinary time as hereinbefore provided in this subclause. Provided further that he shall be paid double and a half time for all overtime worked on Good Friday and Christmas Day.

(iv) The preceding part of this subclause shall not apply to a stableman, who shall in lieu thereof be paid at the rate of double time for ordinary hours of duty on Good Friday and Christmas Day and at the rate of double time for ordinary hours of duty on any other holiday, with a minimum payment as for four hours work.

(f) (i) For all time worked by a casual employee on such holidays, payment shall be made at the following rate - on Good Friday and the Christmas Day holiday - double time and a half; on any other holiday - double time and a half.

(ii) The minimum payment shall be as for four hours work.

(iii) As well as the payment prescribed by this subclause the additional rate prescribed by clause 11 of this award shall be paid.

(g) Where a weekly employee is entitled to any holiday prescribed by this clause, his employer shall notify such employee on the working day immediately preceding such holiday if his services are required thereon and if such notice be not given the employee shall be entitled to take such holiday without deduction of pay.

(h) If an employer intends to carry on business on a day generally observed as a holiday, although not prescribed as such in this award, he shall not be entitled to make a deduction from the wages of any weekly employee who fails to present himself for duty on that day unless he shall have given the employee notice of his intention to carry on business on that day.

Clause 19. Annual Leave

#OPDATE 17:9:84 on and from

(a) Period of Leave

(i) Every employee other than a casual employee shall after twelve months continuous service (less the period of annual leave) hereinafter referred to as the "Qualifying Period" be entitled to and allowed a period of paid leave in accordance with the following provisions: -

(a) In respect to a qualifying period which shall end prior to 15 January 1975, twenty-one consecutive days.

(b) In respect of a qualifying period which shall end on or subsequently to 15 January 1975, twenty-eight consecutive days.

(ii) Notwithstanding anything hereinbefore in this 'Period of Leave' subclause contained, if an employee (other than a casual employee) has completed a period of qualifying service after 15 July 1974, but before 15 January 1975, shall be granted and take his annual leave on or after 15 January 1975, there shall be added to him in addition to the leave to which he is entitled under subparagraph (a) (i) above a further period of seven consecutive days paid leave.

(b) Public Holidays Excluded

(i) Such period of annual leave shall not include award holidays observed on working days, but shall include all other non-working days.

(ii) If any award holiday falls within an employee's period of annual leave and is observed on the day which, in the case of that employee would have been an ordinary working day, there shall be added to that period one day, being an ordinary working day, for each such holiday observed as aforesaid.

(iii) Where an employee, without reasonable excuse, proof whereof shall lie upon him, is absent from his employment on the working day or part of the working day prior to the commencement of his annual leave or fails to resume work at his ordinary starting time on the working day immediately following the last day of the period of his annual leave, including any public holidays referred to above, the employee shall not be entitled to payment for the public holidays which fall within his period of annual leave.

(c) Notice of Leave to be Given

At least seven days notice shall be given to an employee as to when he is to commence his leave and, if such notice be withdrawn by an employer, the employee, if he postpones his leave shall be compensated by the employer for any reasonable out-of-pocket loss occasioned thereby.

(d) Time When Leave to be Granted

All leave to which an employee may become entitled under this clause shall be granted by the employer within 12 calendar months of it becoming due.

Provided that, if because of the conditions operating in any particular industry or of circumstances over which he has no control an employer considers it impossible for him to grant leave to any employee within the said period he may, by agreement with the union postpone such leave until a later date.

Annual leave shall be given or taken in one continuous period if such is practicable, provided, however, that the employer may, if it is not practicable to grant such leave in one continuous period, at his discretion allow annual leave in two periods, of which no period shall be less than seven days. Provided further that where a working day occurs between two public holidays or between a Sunday and a public holiday (or vice versa) such day may, by agreement between the employer and the majority of employees, be observed as a holiday and a corresponding reduction of one day be made from the employees' annual leave or any split portion thereof.

Provided that if the employer and employee fail to agree as to whether or not the leave shall be taken in two separate periods, then the employer may decide and, if he decides that it shall be taken in two separate periods, one of such periods shall be not less than seven consecutive days.

Provided further that, in very exceptional circumstances, leave need not be taken but, by agreement, payment may be made for the whole or any part of the leave prescribed herein provided that consent of the local branch of the union has been first obtained.

(e) Leave to be Given and Taken

The annual leave provided for by this clause shall be allowed and shall be taken and, except as provided in subclause (d) hereof, payment shall not be made or accepted in lieu of annual leave. If an employer fails to grant leave within the period of any postponement thereof mentioned in subclause (d) hereof and is convicted on that ground for a breach of this award and the employee is not a consenting party to such failure, the employer shall, in addition to the wages payable under subclause (f) hereof, also pay to such employee a further sum equal to the wages payable under subclause (f) hereof.

(f) Payment of Wages

(i) Each employee, before going on leave, shall be paid the wages due to him for the period for which he is entitled to leave. For the purposes of this subclause and subclause (h) hereof the wages shall be at the amount prescribed in this award for the occupation at which the employee was ordinarily employed immediately prior to the commencement of his leave or the termination of his employment, as the case may be, but in the event of an employee being engaged during a period of four weeks prior to such commencement or termination on two or more occupations entitling him to different rates of pay, the wages to be paid to such employee hereunder shall be the amount of his average weekly wages for ordinary working time over such period of four weeks.

(ii) In addition to the payment prescribed in paragraph (i) hereof and subject to subclause (a) (i), where the annual

leave is taken on or after 15th January, 1975, each employee, inclusive of an employee taking leave pursuant to subclause (m) of this clause (and exclusive of casual employees) shall be paid an additional amount of 17 1/2 per centum calculated on the appropriate classification rate.

(g) Leave in Advance

(i) An employer may grant 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 the expiration of the twelve months in respect of which annual leave had been taken before it accrued.

(ii) Where leave has been granted to an employee pursuant to paragraph (i) of subclause (g) hereof before the right thereto has accrued due and the employee subsequently leaves or is discharged from the service of the employer before completing the twelve months continuous service in respect of which the leave was granted, the employer 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 one-twelfth 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 in clause 17 of this award. Provided that, in cases where such leave is granted at the request of the employee, the employer may, when making payment under subclause (f) hereof, withhold from the employee a sum equal to one-twelfth for each complete month of the qualifying period not served by the employee at the time of going on such leave and retain such sum until the expiration of such qualifying period.

(h) Proportionate Payment

Proportionate payment shall be made in respect of each completed month of continuous service in any qualifying twelve-monthly period when an employee leaves his employment or his employment is terminated by his employer.

Provided that if after 15 January 1975, an employee who has had at least one months continuous service with an employer and leaves his employment or has his employment terminated by the employer, such employee shall have his proportionate payment calculated on the basis of a period of twenty-eight days consecutive leave. Such proportionate payment shall be calculated on the basis of twenty-one days consecutive leave if the employment were terminated on or before 15 January 1975.

(i) Calculation of Continuous Service

(i) Continuity of service shall be deemed to be continuous notwithstanding -

(a) any interruption or termination of the employment by the employer if such interruption or termination has been made with the intention of avoiding obligations hereunder in respect of annual leave;

(b) any absence from work of not more than fourteen days in the twelve months on account of sickness or accident (proof whereof shall be on the employee);

(c) any absence on account of leave granted, imposed or agreed to by the employer; or

(d) any absence due to reasonable cause (including absences on account of sickness or accident of more than fourteen days) proof whereof shall be on the employee.

Provided that, in case of personal sickness or accident or absence with reasonable cause, the employee, to become entitled to the benefit of this subclause, shall if practicable inform the employer in writing within twenty-four hours after the commencement of such absence of his inability to attend for duty and as far as practicable, the nature of the illness, injury or cause and the estimated duration of his absence.

(ii) In calculating a period of twelve months continuous service -

(a) (1) any annual leave taken therein; or

(2) any absences of the kind mentioned in placita (a) and (b) of paragraph (i) hereof -

shall be counted as part of such period;

(b) in respect of absences of the kind mentioned in placita (c) and (d) of paragraph (i) hereof the employee shall serve such additional period as part of his qualification for annual leave as will equal the period of such absences;

(c) where an employee is absent from work for any cause whatever, the employer shall notify the employee within fourteen days of the employee's return to work whether the employer regards such absence as breaking, either conditionally or unconditionally, the continuity of service of such employee. If the employer does not give such notice within the said fourteen days, such absence shall not be deemed to be such a break. The employer shall give the notification to the employee by having it delivered to such employee in writing.

(j) Calculation of Month

For the purposes 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 be no such day in such subsequent month shall be reckoned as ending at the end of such subsequent month.

(k) Successor, or Assignee or Transmitttee

Where the employer is a successor or assignee or transmitttee of a business if an employee was in the employment of the employer's predecessor at the time when he became such successor or assignee or transmitttee the employee, in respect of the period during which he was in the service of the

predecessor shall for the purpose of this clause be deemed to be in the service of the employer.

(l) Annual Close-Down

Where an employer closes down his plant, or a section or sections thereof, for the purpose of allowing annual leave to all or the bulk of the employees in the plant, or section or sections concerned, the following provisions shall apply: -

(i) He may, by giving to the employees concerned not less than one months notice of his intention so to do, stand off for the duration of the close-down all employees in the plant, or section or sections concerned, and allow to those who are not then qualified for three or four full weeks leave pursuant to subclause (a) hereof as the case may be paid leave on a proportionate basis of one-quarter of a weeks leave while qualifying for three weeks leave or one-third of a weeks leave if qualifying for four weeks leave for each completed month of continuous service.

(ii) An employee who has then qualified for three or four full weeks leave pursuant to subclause (a) hereof as the case may be, and has also completed a further month or more of continuous service shall be allowed his leave and shall also be paid one-quarter (or where the close of an employee's last twelve-monthly qualifying period occurs on or after 15 January 1975, one-third shall be substituted for one-quarter) of a weeks wages in respect of each completed month of continuous service performed since the close of his last twelve-monthly qualifying period.

(iii) The next twelve-monthly qualifying period for each employee affected by such close-down shall commence from the day on which the plant, or section or sections concerned is reopened for work.

(iv) If, in the first year of his service with an employer an employee is allowed proportionate annual leave under paragraph (i) hereof, and subsequently within such year lawfully leaves his employment or his employment is terminated by the employer through no fault of the employee he shall be entitled to the benefit of subclause (h) hereof, subject to adjustment for any proportionate leave which he may have been allowed as aforesaid.

(m) Industry Awards

Provided that where an employee is employed in an employer's industry with respect to which an award of this Commission or of the Commonwealth Conciliation and Arbitration Commission or of a Conciliation Committee provides for annual leave with pay such leave being uniform for all employees the employer may grant such employee annual leave in accordance with the provisions of such award instead of under this award and this award shall be read as if the provisions of such award had been expressly included herein: Provided further that an employer shall not be entitled to exercise the right conferred on him by this subclause unless and until he or some person on his behalf has given written notice to the union of the award under which he proposes to grant the annual leave together with the names of the parties to and the date of such other award or such other

particulars as will enable such award to be identified and of the annual leave therein provided. Any notice so given shall not be changed without the consent of the union and shall not affect any rights of the employee already accrued under this award at the time of giving such notice.

Clause 20. Sick Leave

#OPDATE 22:09:88 1st pp on or after

(a) Every full-time and every part-time employee who is unable to attend or remain working at his place of employment by reason of illness and who complies with the conditions prescribed by paragraph (b) hereof shall be granted by his employer paid leave not exceeding the sick leave credit of that employee computed in accordance with this subclause.

(b) The said leave shall be granted and the employee shall be entitled to pay in respect thereof on compliance with the following conditions -

(i) He shall, where practicable, prior to the commencement of any period of duty inform the employer of his inability to attend for duty, and within 24 hours of the commencement of such absence, as far as practicable, state the nature of the injury or illness and the estimated duration of the absence.

(ii) if so required by his employer, the employee shall produce to the employer a medical certificate or other reasonable evidence to prove that he was unable to attend for duty on the day or days in respect of which he claims sick leave.

(c) For the purposes of this clause the word 'illness' includes personal injury but does not include injury for which compensation is payable under the Workers Rehabilitation and Compensation Act 1986.

(d) For the purpose of paragraph (a) of this subclause the sick leave credit of an employee with an employer shall be determined by adding to the accumulation of the sick leave, if any, standing to the credit of that employee with that employer, (pursuant to this or any other award or industrial agreement relating to the industry of the occupations to which this award relates) immediately before 1 January 1976 the amount of leave that the employee is entitled to be granted by the employer pursuant to this clause, and deducting from the total so obtained the amount of sick leave that has, pursuant to this clause, been so granted by the employer.

(e) In the first year of service with an employer an employee shall be entitled to a grant of leave by that employer on his normal rate of pay under this award on the basis of 1/26 of the weekly ordinary hours of work, for each week of service, and in the succeeding years of continuous service with that employer, such an employee shall, on or after the commencement of each such year, be entitled to a grant of leave under this clause by that employer equal to ten days on his normal rate of pay under this award.

(f) Employees shall be entitled to and shall be allowed sick leave to the same extent and subject to the same conditions as are prescribed by award, determination or industrial agreement, Commonwealth or State, for the general body of employees in the industry in which they are employed.

Provided that an employee shall be entitled in any case to sick leave not less than is hereinbefore provided.

Clause 21. Highest Function

#OPDATE 17:9:84 on and from

Where an employee is called upon to perform two or more classes of work on any day he shall, for the purpose of assessing the rate of wage to be paid, be deemed to have worked throughout the whole of his working time on that day at the class for which the highest rate of wage is prescribed.

Provided that an employee shall not be transferred to perform a class of work providing a lesser minimum rate of wage than that at which he is usually employed, unless he is given a weeks notice.

Clause 22. Change (Money)

#OPDATE 17:9:84 on and from

Where an employer requires an employee to give change to clients, such change shall be supplied by the employer.

Clause 23. Gear to be Provided

#OPDATE 17:9:84 on and from

The employer shall provide all gear necessary for the loading and unloading of vehicles and the securing of loads thereon.

Clause 24. Heavy Articles

#OPDATE 17:9:84 on and from

An employee unaided by proper auxiliary appliances or by another man shall not be required to lift or carry goods over 70kg in weight.

Clause 25. Horse Stabling

#OPDATE 17:9:84 on and from

Where a driver provides stabling for his horse or horses, he shall be paid \$2 per week for each horse stable in addition to the minimum rate of wages prescribed.

Clause 26. Housing

#OPDATE 17:9:84 on and from

(a) An employee required by his employer to live at a stable, yard or garage, shall be provided with suitable accommodation for such employee free of cost.

(b) If an employer provides proper housing accommodation for an employee and his wife and family, and requires the employee to live there the employer shall be entitled to charge a rent not exceeding half the rent at which a similar house in the same locality would ordinarily be let.

Clause 27. Bereavement Leave

#OPDATE 17:9:84 on and from

(a) An employee shall on the death within Australia of a wife, husband, father, mother, brother, sister, child or step-child, be entitled on notice to leave up to and including the day of the funeral of such relation, and such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in two ordinary days work.

(b) Proof of such death shall be furnished by the employee to the satisfaction of the employer if he so requests.

(c) This subclause shall have no operation while the period of entitlement to leave under it coincides with any other period of leave.

(d) for the purposes of this subclause the words 'wife' and 'husband' shall not include a wife or husband from whom the employee is legally separated but shall include a person who lives with the employee as a de facto wife or husband.

Clause 28. Notice Board

#OPDATE 17:9:84 on and from

Each employer shall permit a notice board to be erected at his depot or garage for the purpose of posting any notices thereon in connection with union business; such notice board to be in a prominent position. All notices shall be signed by an official of the union.

Clause 29. Articles of Clothing

#OPDATE 17:9:84 on and from

(a) Where an employee is required by law or by his employer to wear any special uniform, cap, overall, or other article, it shall be supplied and paid for by the employer.

(b) Where an employee is required by his employer to continually work in conditions in which, because of their nature, his clothing would otherwise become saturated, he shall be provided with suitable protective clothing free of cost. Such protective clothing shall remain the property of the employer, and the employee shall be liable for the cost of replacement of any article or protective clothing which is lost, destroyed or damaged through the negligence of the employee.

Clause 30. Union Delegate

#OPDATE 17:9:84 on and from

An employee appointed as union delegate in a depot or garage shall upon notification thereof to the employer by the branch or sub-branch secretary of the union, be recognized as the accredited representative of the union and shall be allowed the necessary time during working hours to interview the employer or his representative on matters affecting employees in the depot or yard.

Clause 31. Time Books

#OPDATE 17:9:84 on and from

(a) Right of Entry and Inspection

Any official of the South Australian Branch of the Transport Workers' Union of Australia, who produces an authorisation in writing signed by the President or other principal officer thereof (which authorisation shall bear a certificate in writing of its authenticity signed by the Registrar) shall at all reasonable times be permitted by an employer in the industry subject to this award to inspect the time books and wages records of the employer required to be maintained by him by the Industrial and Employee Relations Act 1994 or this award and for the purpose to enter the employer's premises.

(b) Time Books and Wages Records

(i) Each employer shall in addition to and without limiting his obligations under Section 102 of the Industrial and Employee Relations Act 1994 to keep a record from which can be ascertained readily.

a. the name of each employee.

b. his classification.

c. the total hours worked each day.

d. the rate or rates at which his wages have been computed.

e. particulars of all allowances paid to him in respect of each week or other period of his employment.

(ii) The time occupied by an employee in filling in any time record or cards or in making of records shall be treated as time on duty.

(iii) Any official making an inspection of the aforesaid records pursuant to this clause shall be entitled to take a copy of any entries in a time book or wages record inspected by him.

(c) Posting of Award

(i) Every employer bound by this award shall affix and keep affixed in legible characters in some conspicuous place at his principal place of business and at each branch or depot where twenty or more employees are required to work or report and so as to be easily read by his employees, a copy of this award and any variations thereto.

(ii) Every such employer shall also make available to any employee a copy of the Industrial and Employee Relations Act 1994 and a copy of the Workers Compensation Act, 1971 as amended, when so requested by an employee for the purpose of inspecting such Acts or either of them.

Clause 32. Settlement of Disputes

#OPDATE 17:9:84 on and from

The parties agree to the implementation of a Disputes Settlement Procedure as follows:

(i) Matters affecting employment including the implementation of hours of work shall be subject to

discussion procedures which ensure that all affected parties are promptly and fully informed of the issue and any differences discussed with a view of avoiding industrial disputation.

(ii) Management shall advise the accredited representative of the union of any proposed changes in the normal pattern of working arrangements affecting members and if the matter is not resolved the general machinery provisions of the clause shall apply.

(iii) Where an employee or the delegate has submitted a request concerning any matter directly connected with employment to a foreman or a more senior representative of management and that request has been refused, the employee may, if he so desires, ask the delegate to submit the matter to management and the matter may then be submitted by the delegate to the depot or area supervisor.

(iv) If not settled at this stage the matter shall be the subject of formal exchange between the Union and the employer and/or the appropriate employer organisation.

(v) If the matter is still not settled it may be submitted to the Commission.

(vi) Where the above procedures are being followed, work shall continue normally. No party shall be prejudiced as to final settlement by the continuance of work in accordance with this subclause.

(vii) Notwithstanding anything contained in the previous seven paragraphs, the respondents shall be free to exercise their rights if the dispute is not finalised within seven (7) days of notification.

Clause 33. Period of Operation

#OPDATE 17:9:84 on and from

The original award in this matter (131 of 1976) was made on 27 September 1976 and continued in force until 26 September 1977.

The award has since been varied on 3 June 1977, 10 June 1977, 26 July 1979, 15 February 1982, 22 July 1982 and 5 June 1984.

The award as presently varied in relation to Part I, clauses 2. Arrangement; 7. Contract of Employment; 11. Casual Employees; 12. Hours of Work; 15. Meal Times and Meal Allowances; 32. Settlement of Disputes (new clause); renumbering clause 32. (Period of Operation) to become clause 33 and by the deletion of clause 5A. Duration, in its entirety, shall come into operation on and from 17 September 1984 and shall continue in force on an interim basis until 16 October 1984.

Clause 34. No Extra Claims

#OPDATE 27:09:91 1st pp on or after

It is a term of this Award (arising from the decision of the Full Commission in the Stage Wage Case of 12 July 1991 the

terms of which are set out in Print I.59 of 1991) that the Union undertakes until 1 November 1991 not to pursue any extra claim, award or overaward, except when consistent with those principles.

Clause 35. Training

#OPDATE 27:09:91 1st pp on or after

(a) Following proper consultation, which may involve the setting up of training committees, the employer shall develop a training policy and programme consistent with:

(i) the current and future needs of the enterprise;

(ii) the size, structure and nature of the operations of the enterprise;

(iii) the need to develop vocational skills relevant to the enterprise and the transport industry through courses conducted by appropriate educational institutions and training providers.

(b)(i) Where, as a result of consultation, it is agreed by the employer that additional training in accordance with the programme developed pursuant to subclause (a) herein should be undertaken either on or off the job. Provided that if the training is undertaken during ordinary working hours the employee concerned shall not suffer any loss of pay. The employer shall not unreasonably withhold such paid training leave.

(ii) Any costs associated with standard fees for prescribed courses and prescribed textbooks (excluding those textbooks which are available in the employer's technical library) incurred in connection with the undertaking of training shall be reimbursed by the employer upon production of evidence of such expenditure. Provided that reimbursement of standard fees may be made at the completion of the prescribed course or annually, whichever is the earlier, subject to reports of attendance at such courses.

(iii) Travel costs incurred by an employee undertaking training in accordance with this Clause which exceed those normally incurred in travelling to and from work shall be reimbursed by the employer.

(c) Subclauses (a) and (b) herein shall operate as interim provisions and shall be reviewed after twelve months operation.

Clause 36. Family Leave

#OPDATE 25:07:96 1st pp on or after

Use of Sick Leave

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

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

(iii) The entitlement to use sick leave in accordance with this subclause is subject to:

(1) the employee being responsible for the care of the person concerned;

and

(2) the person concerned being either:

(A) a member of the employee's immediate family;

or

(B) a member of the employee's household.

(3) the term "*immediate family*" includes:

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

(B) a child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

Unpaid leave for family purpose

(b) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care to a family member who is ill.

Annual leave

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

(ii) Access to annual leave, as prescribed in paragraph (c)(i) above, shall be exclusive of any shutdown period provided for elsewhere under this award.

(iii) An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least 5 consecutive annual leave days are taken.

Time off in lieu of payment for overtime

(d)(i) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer.

(ii) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.

(iii) An employer shall, if requested by an employee, provide payment, at the rate provided for the payment of overtime in the award, for any overtime worked under paragraph (d)(i) of this subclause where such time has not been taken within four weeks of accrual.

Make-up time

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

Clause 37. Anti-Discrimination

#OPDATE 25:07:96 1st pp on or after

1.1 It is the intention of the parties to this award to achieve the principal object of section 3(m) of the Industrial and Employee Relations Act 1994 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.

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

1.3. Nothing in this clause is to be taken to affect:

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

1.3.2 until considered and determined further by the Industrial Relations Commission of South Australia, the payment of different wages for employees who have not reached a particular age;

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

1.4 Nothing in this Clause is to be taken to prevent:

1.4.1 a matter referred to in 1.1 from being a reason for terminating employment if the reason is based on the inherent requirements of the particular position.

1.4.2 a matter referred to in 1.1 from being a reason for terminating a person's employment as a member of the staff of an institution that is conducted in accordance with the doctrines, tenets, beliefs or teachings of a particular religion or creed, if the employer terminates the employment in good

faith in order to avoid injury to the religious susceptibilities
of adherents of the religion or creed.

Clause 1. Title

#OPDATE 17:9:84 on and from

This award shall be known as the 'Transport Workers' (South Australia) Award.'

Clause 2. Arrangement

#OPDATE 25:07:96 1st pp on or after

Clause No.	Subject
1	Title
2	Arrangement
3	Scope of Award
4	Persons bound
5	Locality
6	Definitions
7	Contract of Employment
7A	Exemptions and Modifications
8	Juniors
9	Wages
9A	Enterprise Flexibility Provisions
10	Payment of Wages
11	Casual Employees
12	Hours of Work
13	Overtime
14	Starting Time
15	Meal Times and Meal Allowances
16	Travelling Allowance
17	Change of Place of Employment
18	Holidays
19	Annual Leave
20	Sick Leave
21	Highest Function
22	Change (Money)
23	Gear Provided
24	Heavy Articles
25	Horse Stabling
26	Housing
27	Bereavement Leave
28	Notice Board
29	Articles of Clothing
30	Union Delegate
31	Time Books
32	Period of Operation
Schedule 1	Wages
Schedule 2	Supported Wage Provisions
Appendix A	Workers in Supported Employment

Clause 3. Scope of Award

#OPDATE 17:9:84 on and from

This award applies to the industry of the occupations of employees employed as drivers of horse-drawn and motor vehicles of all descriptions used in the transport of goods and materials upon public highways, drivers assistants, yardmen, loaders, leading loaders, greasers and cleaners, grooms and stablemen (except in racing stables) and collectors from house to house of moneys payable for milk delivered (other than employees engaged in the carting or delivery by carting of bread cakes, pastry and smallgoods.

Clause 4. Parties Bound

#OPDATE 25:07:96 1st pp on or after

(a) Except as provided in subclause (b) hereof the undermentioned parties are bound by the provisions set out in Part II of this award:

1. Phoenix Society Inc. (interim until 30.11.84)
2. The St John Council of South Australia Inc.

(b) This award shall not be binding on those persons who are for the time being subject to an industrial agreement within the meaning of Schedule 1 Transitional Provisions of the Industrial and Employee Relations Act 1994 or an Enterprise Agreement under the said Act, nor upon the Public Service Board or any Public Service Board employee.

Clause 5. Locality

#OPDATE 17:9:84 on and from

This award shall have effect throughout the State of South Australia and on any contract of employment made in South Australia and substantially performed in such State although some portion thereof may be performed in any other State or Territory of Australia.

Clause 6. Definitions

#OPDATE 17:9:84 on and from

(a) 'Articulated vehicle' shall mean a vehicle with three or more axles, comprising a power unit (called 'tractor truck' 'prime mover', etc.) and semi-trailer which is superimposed on the power unit, and coupled together by means of a king pin revolving on a turntable and is articulated whether automatically detachable or permanently coupled.

(b) 'Boiler truck' and 'V' shall mean a horse-drawn vehicle without springs generally used for the carrying of boilers, buildings or other heavy material.

(c) 'Casual employee' shall mean an employee engaged and paid as such.

(d) 'Dirty material' shall mean coal, coke, briquettes, bitumen (provided that this be limited to bitumen and/or bituminous material for spreading on roads and excluding bitumen in metal containers), plumbago, graphite, black lead, manganese (excluding the article known as ferro or iron manganese), lime, 'Coamaidai' lime, tallite, limil, plaster, plaster of paris, red oxide, zinc oxide, cement, superphosphate (in secondhand and/or farmers' own bags), rock phosphate, dicalcic phosphate, yellow ochre, red ochre, charcoal, empty flour bags, supercel in jute bags, stone dust, refuse and/or garbage from ships in port, street sweepings, tar in sealed containers, shives of flax when carted as a full load.

(e) 'Driver salesperson' shall mean an employee who is entrusted by the employer with goods or articles for sale and is required to exercise salesmanship in competition with other salespersons in respect of such goods or articles in the normal course of duty and who is not in receipt of a commission upon such goods or articles sold.

The term 'driver salesperson' shall not include a driver who is entrusted with goods or articles for delivery to customers in such quantities as such customers may require.

(f) 'Employees handling money' shall mean an employee subject to this award who collects or pays out money and who is responsible for the safe custody of the amounts so collected or carried to be paid out.

(g) 'Float' shall mean a horse-drawn vehicle on two or more wheels generally used for carrying plate glass or other heavy material.

(h) 'Furniture' shall mean any article of household and/or office furniture which is completely manufactured and ready for use, but shall not include furniture being transported from a factory to a retail store.

(i) 'Garbage carter' and 'garbage carter's mate' shall mean an employee who is employed as such.

(j) 'Head stableman' shall mean a stableman in charge of and directing the work of other stablemen.

(k) 'Horse driver's assistant' and 'Motor driver's assistant' shall mean and include any employee who accompanies the driver to assist in loading and unloading or delivering.

(l) 'Jinker' shall mean a horse-drawn vehicle with or without a fore-carriage or a vehicle (where the vehicle takes the place of a fore-carriage) with a bow axle under which the load is slung.

(m) 'Leading loader' shall mean a loader or ganger in charge of loaders.

(n) 'Livestock' shall mean horses, cattle, sheep and pigs.

(o) 'Loader' shall mean any employee engaged in loading or unloading any goods ware, merchandise or materials on to or from any vehicle and in work incidental to such loading or unloading and a person engaged as a horse driver's assistant or motor driver's assistant, but who performs work on the waterfront of the nature usually performed by a loader shall be deemed to be a loader within this definition whilst performing such work.

(p) 'Maker's capacity' shall mean the capacity shown on the certificate of registration issued for the vehicle under any relevant Act of a State or of the Commonwealth of Australia.

Where no such capacity is shown on the certificate of registration, 'maker's capacity' shall mean the capacity attributed to the vehicle by the manufacturer as a maximum gross rating less the tare of the vehicle.

Provided that on any day that the maximum weight of any load exceeds such capacity by one third or more, such maximum weight shall, for the purposes of assessing the wages to be paid for that day, be deemed to be the maker's capacity.

(q) 'Offensive material' shall mean, bone dust, bones, blood, manure, dead animals, offal, fat including that which is carted from hotels and restaurants or other places in kerosene tins, tallow in secondhand casks or in secondhand iron or steel drums, green skins, raw hides and sheep skins when fly-blown or maggoty, sausage skin casings (except when packed in non-leaky containers for consumption), salt-cake, spent oxide, hair and fleshings, soda ash, muriate of potash, sulphur ex-wharf, sheep's trotters (known as 'pie'), sulphuric acid of the strength of 96 per cent or 98 per cent in cases in which the carter is required to handle individual jars, stable, cow or pig manure, meat meal, liver, meal, blood meal, T.N.T.

(r) 'Sanitary carter's mate' shall mean an employee who accompanies the driver to assist in loading or unloading.

(s) 'Saturday' for the purpose of this award shall mean either Saturday or such other day as is at present observed as the weekly half-holiday in a particular industry or district.

(t) 'Summer' shall mean from 16 October to 14 April inclusive.

(u) 'Union' shall mean and refer to the South Australian Branch of the Transport Workers' Union on Australia.

(v) 'Yardman' shall mean an employee not otherwise specified, employed in or in connection with a stable, yard, depot or garage, but shall not include any person exclusively employed as a watchman.

Clause 7. Contract of Employment

#OPDATE 17:9:84 on and from
Weekly Employment

(a) The employer shall, when engaging an employee, state definitely whether such employee is engaged as a weekly or casual hand. Failing such notice, the employee shall be deemed to be engaged as a weekly employee.

(b) Employment shall be terminated by a weeks notice on either side given at any time during the week or by the payment or forfeiture of a weeks wages, as the case may be. This shall not affect the right of the employer to dismiss any employee without notice for malingering, inefficiency, neglect of duty, or misconduct, and in such cases all moneys due shall be paid to the employee forthwith.

(c) An employee not attending for duty shall, except as provided by clauses 18, 19 and 20 of this award, lose his pay for the actual time of such non-attendance.

(d) Where a notice is given by an employer purporting to expire within the week next preceding, Christmas Day or Good Friday but the employer expressly or impliedly allows the employee to believe that he is to resume work not later than one week after New Year's Day or Easter Monday, as the case may be, such notice shall have no effect and the engagement shall be deemed to have continued unaffected by such notice.

(e) A weekly employee shall not be changed to a casual employee within the week next preceding Christmas Day or Good Friday.

(f) Notice to determine the engagement which is given every week or otherwise in such manner that the employee is not able to know with certainty a week before a particular date whether his engagement will or will not be determined by the employer upon that date shall not be deemed a valid notice unless given during a general or shipping or coal strike.

Clause 7A. Exemptions and Modifications

#OPDATE 25:07:96 1st pp on or after

(a) (i) Where employees bound by this award are employed by an employer whose principal business or undertaking is one other than the transport of materials upon public highways and the majority of employees are covered by an award made by (or agreement approved by) the Australian Industrial Relations Commission or a State Industrial authority, then the provisions of that award (or agreement) shall apply to the employer's transport workers except the following provisions of this award which shall continue to apply:

Clause	6	Definitions
	7	Contract of employment
	7A	No extra claims
	7B	Commitment
	7C	Award modernisation
	8	Juniors
	9	Wages
	9A	Supplementary payments
	17	Change of place of employment
	21	Highest function
	22	Change money
	23	Gear to be provided
	26	Housing
	28	Union notice board
	30	Union delegates
	31	Time books
	32	Settlement of disputes

(ii) The parties recognise that the industry must be encouraged to develop more stable and permanent employment opportunities. There will be an investigation into the appropriate provisions relating to the terms of employment of different groups of employees.

Accordingly a working party will be established to investigate these matters and the parties commit themselves to report back to the Commission within three months of the date of this order.

(iii) Provided further that the majority award provisions which apply pursuant to paragraph 7(a) (i) will not apply where inconsistent with legislation applicable to drivers of motor vehicles.

(iv) If any questions arise as to the application of majority award provision, they shall be determined by a Board of Reference in accordance with Clause 39 herein.

(v) The parties undertake to monitor the operation of this clause and report back on their findings to the Industrial Commission of South Australia within six months of the date of this order.

Clause 8. Juniors

#OPDATE 17:9:84 on and from

(a) The minimum weekly rate of wage for work in ordinary hours for junior employees covered by this award is contained in Schedule 1 attached hereto.

(b) No junior under 18 years of age shall be permitted to have sole charge of a motor vehicle.

(c) Juniors shall not be employed by an employer in a greater proportion than one junior to every five drivers receiving adult wages.

Clause 9. Wages

#OPDATE 10:3:87 1st pp on or after

The minimum weekly rate of wage to be paid to employees, 20 years of age and over, covered by this award, for work performed in ordinary hours is contained in Schedule 1 attached hereto.

Clause 9A. Enterprise Flexibility Provision

#OPDATE 25:07:95 1st pp on or after

(a) At each enterprise or workplace, consultative mechanisms and procedures may be established comprising representatives of the employer and employees and the Transport Workers Union which shall be appropriate to the size, structure and needs of the enterprise or workplace and which shall be determined by agreement between the employer and the union.

(b) The purpose of the consultative mechanisms and procedures is to facilitate the efficient operation of the enterprise or workplace according to its particular needs and to provide for more flexible working arrangements, improved quality of working life and enhancement of skills and job satisfaction.

(c) The parties agree that under Clause 9A hereof any award or enterprise or workplace matter can be raised for discussion. Any such discussion must be through the consultative mechanism and procedures and must be premised on the understanding that:

(i) The majority of employees at each enterprise must genuinely agree to it.

(ii) Employees will not be disadvantaged in relation to their terms and conditions of employment as a result of any change.

(iii) The union must be party to the agreement, in particular, where enterprise level discussions and considering matters requiring any award variation, the union must be invited to participate.

(iv) The union will not unreasonably oppose any agreement.

(v) The disputes procedure will apply if agreement cannot be reached in the implementation process on a particular issue.

(d) Should an agreement be reached pursuant to sub-clause 9A(c) hereof at a particular enterprise and that agreement requires award variation, the parties will not unreasonably oppose that award variation for that particular provision for that particular enterprise.

(e) Where agreement is reached at an enterprise or workplace through such consultative mechanisms and procedures, and where giving effect to such agreement requires this award, as it applies at the enterprise or workplace, to be varied, an application to vary shall be made to the Commission. The agreement shall be made available in writing, to all employees at the enterprise or workplace and to the unions party to this Award.

(f) When this award is varied to give effect to an agreement made pursuant to this clause the variation shall become a schedule to this award and the variation shall take precedence over any provision of this award to the extent of any expressly identified inconsistency.

(g) The parties acknowledge that discussions at enterprise level should continue and be based on the following:

(i) That where an employer has more than one product stream, as defined, the procedures outlined for such employers shall be as agreed between the Transport Workers' Union of Australia and the employer.

(ii) That agreed provisions developed pursuant to (g)(i) hereof shall provide for yard level discussions within each of the product streams of the employer.

(iii) In the event that agreement pursuant to (g)(i) hereof cannot be reached, than any party shall have the right to seek assistance from the Industrial Relations Commission of South Australia to resolve any impasse.

(iv) That any agreed provisions pursuant to (g)(i) hereof shall address the application of restructuring, including consultation, training and re-training at yard level.

(v) Product stream shall mean an element of an employer's total business which is unique in its operation from any other business element of the employer.

(vi) Where an employer is a single business operations, the following procedures should be followed in pursuing enterprise flexibility agreements:

(1.) Depot manager to arrange meetings with employees:

(A) If award matters are to be discussed, the union must be invited to participate and should be given at least seven days notice of the meeting.

(B) If non-award matters are to be discussed, the unavailability of union/employer organisations shall not prohibit discussions continuing.

(2.) Employees should be encouraged to list any matters they believe should be raised for discussion

(3.) Formal discussions with the employer and employees should commence.

(4.) The number of enterprise flexibility discussion meetings shall not be limited. Should assistance be required by employees in these discussions, the union should be advised and invited to attend.

Agreements:

(5.) Should agreement be reached on matters relating to the award, the following procedures should be followed:

(A) Refer such agreements to both the union and the employer or agent, at Branch level for examination and, if necessary, refinement. Agreements may be referred back to the employer and employees for further consideration, but the parties' rights are preserved under subclause (j) of this clause.

(B) Following examination at Branch level, agreements should be forwarded to both the union and employer or agent, at State level for examination and if necessary, refinement.

(C) If both State bodies agree that the agreements meet the enterprise flexibility provisions hereof, then the matter shall be forwarded to the Commission for ratification.

(D) Such agreement shall form schedules to the award for the enterprise concerned and that schedule shall override any award provisions to the extent of any expressly identified inconsistency.

(E) After ratification the "new" award provisions may be implemented in the yard.

(6.) If there is no agreement between the State bodies, the matter shall be determined by the Commission, subject to clause 9A hereof.

(h) In conducting enterprise flexibility discussions, the enterprise flexibility provision enables all award and non-award matters to be discussed.

However, if there is a requirement to vary the award, then the matter must be processed through this clause.

If the matter does not require award variation, then the matter can be implemented locally and without delay.

(i) The Transport Workers' Union of Australia believes that delegates should have the opportunity to attend TUTA/TWU courses.

However, attendance at a TUTA/TWU course is not a prerequisite for discussions occurring at a local level and should not constitute an impediment to enterprise flexibility discussion continuing.

(j) At any stage in the development and/or conduct of enterprise discussions a party may call upon the Industrial Relations Commission of South Australia for assistance in progressing discussions.

Clause 10. Payment of Wages

#OPDATE 17:9:84 on and from

(a) All wages and overtime shall be paid in the employer's time on a day to be determined by the employer but not later than Thursday of each week. The day on being fixed shall not be altered more than once in three months. All wages shall be paid enclosed in an envelope, which shall be clearly endorsed on the outside with the particulars enumerated therein.

Provided that at the option of the employer, the particulars mentioned may be stated on a slip of paper and included in the envelope -

- (i) the gross amount of wages payable;
- (ii) the amount of each deduction made and the nature thereof; and
- (iii) the net amount of wages paid.

(b) All earnings including overtime shall be paid within two days of the expiration of the week in which they accrue.

(c) If an employer fails to make payment to any employee as prescribed on pay day, he shall pay to each such employee \$5 for each and every day or part thereof during which such default continues.

(d) Notwithstanding anything herein contained an employer shall pay to an employee who leaves or is dismissed all moneys due to him forthwith failing which he shall pay to the employee the sum of \$5 for each and every day or part thereof during which such default continues.

(e) Subclauses (a) and (b) hereof shall not apply to an industry in which the work of employees covered by this award is only subservient to the main operations of such industry but the practice followed for the majority of the employees in any establishment in such industry shall be applied to employees therein covered by this award.

Clause 11. Casual Employees

#OPDATE 17:9:84 on and from

(a) A casual employee, for working ordinary time, shall be paid per hour one fortieth of the weekly rate prescribed by this award for the work which he performs, plus 20 per centum. A minimum payment as for four hours shall be paid.

(b) A casual employee shall be notified at the end of the day if his services are not required next working day; failing such notice, a full days wages shall be paid for the next working day.

Clause 12. Hours of Work

#OPDATE 17:9:84 on and from

(a) The ordinary hours of work shall be an average of forty per week.

(b) (i) Subject to the exceptions hereinafter provided the ordinary hours of work are to be worked in five days of not more than 8 1/4 hours (Monday to Friday inclusive) and one day (Saturday) or not more than four hours, or five days of not more than 8 1/4 hours (Monday to Friday inclusive) continuously, except for meal breaks, between 7 a.m. and 5.30 p.m. Monday to Friday inclusive, and 7.00 a.m. to 12.30 p.m. on Saturday.

(ii) In localities where the recognised half-holiday is on a day other than a Saturday the day so recognised may be substituted for Saturday for all purposes of this award.

(c) Paragraph (i) of subclause (b) hereof, in respect of the times within which ordinary hours of work may be performed, shall not apply to:

(i) A stableman or yardman;

(ii) A sanitary or garbage carter or carter's mate: Provided that the wages of the employees mentioned in (i) and (ii) hereof shall be increased by 15 per cent for all time of duty before 7a.m.; or

(iii) A driver employed at -

(a) a fish fruit or vegetable store; or

(b) carting aerated water, ice, or ice cream in summer.

Provided that the wages of the employees mentioned in paragraph (iii) hereof shall be increased by 20 per cent for all time of duty before 7a.m.

Provided further that a stableman and yardman shall be entitled to either Sunday or some other day in each week as a clear day off from work and in default thereof one days extra pay.

(iv) (a) An employee employed by an employer whose place of business is outside a radius of forty-eight kilometres of the Adelaide G.P.O., or an employee solely engaged in the carting of livestock.

Provided that the employer of such employee as provided in paragraph (iv) (a) of this clause may, by the payment of an additional 12 1/2 per cent for all ordinary hours, vary the

fixed starting time of each employee for each day between Monday and Saturday or each week inclusive by giving six clear days notice that the employee's starting time for each day of the following week shall be clearly defined and known to the employee in advance.

(b) The starting time so fixed shall not be changed other than by giving the employee six clear days notice of the same.

(c) Notwithstanding anything contained in this clause, the maximum number of ordinary hours shall be forty per week to be worked in five days of not more than 8 1/4 hours (Monday to Friday inclusive) and one day (Saturday) of not more than four hours continuously, from the fixed starting time, except for one meal break which shall not be less than thirty minutes nor more than one hour.

(d) If an employee works part of his ordinary hours up to 12 noon on a Saturday he shall be paid for the hours so worked at a rate of wage 25 per cent higher than the rate of wage prescribed in clause 9 hereof.

(e) In localities where the recognised half-holiday is on a day other than a Saturday the day so recognised may be substituted for Saturday for all purposes of this award.

(f) In any case in which the ordinary weeks work of forty hours can be performed in five days as aforesaid without -

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

the employer shall allow those employees who so desire to do so to work their ordinary hours in five days as aforesaid.

It is a condition of the allowing of a five-day week hereunder that if required, employees shall comply with the reasonable and lawful orders of the employer as to working overtime including the working of overtime on Saturday.

Clause 13. Overtime

#OPDATE 17:9:84 on and from

(a) (i) An employer may require any employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirement.

(ii) The union party to this award shall not in any way whether directly or indirectly be a party to or concerned in any ban, limitation or restriction upon the working of overtime in accordance with the requirements of this clause.

(b) For all work done outside ordinary hours the rates of pay shall be time and a half for the first three hours and double time thereafter, such double time to continue until the completion of the overtime worked.

Provided, however, that the 'further additional amounts' set out in items 20, 21, 22, 23 and 30 of clause 9 shall not be subject to the increased rates of pay hereinbefore referred to. Except as provided in this subclause and subclause (c) hereof, in computing overtime each days work shall stand alone.

Rest Period After Overtime

(c) When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least eight consecutive hours off duty between the work of successive days. An employee (other than a casual employee) who works so much overtime between the termination of his ordinary work on one day and the commencement of his ordinary work on the next day, that he has not had at least eight consecutive hours off duty between those times, shall, subject to this subclause be released after completion of such overtime until he has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instructions of his employer, such an employee resumes or continues work without having had such eight consecutive hours off duty he shall be paid at double rates until he is released from duty for such period and he shall then be entitled to be absent until he has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

Call Back

(d) (i) An employee recalled to work overtime after leaving his employer's business premises (whether notified before or after leaving the premises) shall be paid for a minimum of three hours work at the appropriate rate for each time he is so recalled; provided that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full three hours if the job he was recalled to perform is completed within a shorter period. This subclause shall not apply in cases where it is customary for an employee to return to his employer's premises to perform a specific job outside his ordinary working hours, or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

(ii) Overtime worked in the circumstances specified in this subclause shall not be regarded as overtime for the purposes of subclause (c) hereof where the actual time worked is less than three hours on such recall or on each of such recalls.

Saturday Work - Five-Day Week

(e) A day worker on a five-day week required to work overtime on a Saturday 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 commenced on the day previous.

Standing-by

(f) Subject to any custom now prevailing under which an employee is required regularly to hold himself in readiness for a call back, an employee required to hold himself in

readiness to work after ordinary hours shall, until released, be paid standing-by time at the ordinary rates from the time from which he is told to hold himself in readiness.

Transport of Employees

(g) When an employee, after having worked overtime, finishes work at a time when reasonable means of transport are not available, the employer shall provide him with a conveyance to his home, or pay him his current ordinary wage for the time reasonably occupied in reaching his home.

Sunday Work

(h) All time of duty on any Sunday shall stand alone and shall be paid for at the rate of double time with a minimum payment of four hours pay at double time.

Clause 14. Starting Time

#OPDATE 17:9:84 on and from

(a) Where proper facilities are provided for an employee to sign on when beginning work, and to sign off when leaving work, the work of such employee shall be deemed to commence when he signs on at the yard, or depot in the morning and finish when he signs off in the evening.

(b) Where proper facilities for signing on or off are not provided, work shall be deemed to commence when the employee enters the yard or depot in the morning and to finish when he leaves the yard or depot in the evening.

Provided that in any case where the horses are stabled at the driver's own home then the driver shall be allowed twenty minutes in the morning and fifteen minutes in the evening to perform the necessary stable work.

Provided further that in cases when an employee, driver of a motor vehicle takes the vehicle to his home at the end of the days work, his finishing time shall be deemed to be the time of arrival at his home and his starting time on the following morning shall be at the time at which he signs on at his employer's yard or depot unless he has to proceed direct from his home with or without first going to his employer's yard or depot in which case his starting time shall be the time of leaving his home.

(c) Each employer shall fix a regular starting time for each of his employees which shall, with respect to each such employee, be the same time each day of the week. In any case where it is not so fixed such starting time shall be 7.15 a.m. until it is otherwise fixed by the employer. Where an employer desires to vary or change the regular starting time of an employee or employees he shall give one weeks notice of such variation or change to the particular employee or employees concerned and also post a notice of the intended change at the depot or yard.

(d) The provisions of this clause shall not apply to employees employed in terms of subclause (c) (iv) of clause 12 hereof.

Clause 15. Meal Times and Meal Allowances

#OPDATE 17:9:84 on and from

(a) (i) Each employee shall be allowed a break of one hour without pay as a meal time to begin not earlier than 11.30 a.m., nor later than 1.30 p.m.

Provided that, where an employee is engaged in an industry where the majority of employees therein have less than one hour for a meal break the duration, and, as far as practicable, the time of taking meal breaks shall be uniform with the majority of such employees.

Provided further that the duration of the midday meal break shall be regular and not less than thirty minutes or more than one hour and of any other meal break thirty minutes.

(ii) If the break be not so allowed, all time worked after 1.30 p.m. until a break without pay for a meal time is allowed shall be paid for at the rate of ordinary time, the payment to be in addition to any payment due in respect of a weekly or casual wage.

(b) (i) Except as otherwise provided in this clause, no employee shall be required to work for longer than five hours without a break for a meal.

(ii) All time worked over five hours until such a break is allowed shall be paid for at the rate of ordinary time, the payment to be in addition to any payment due in respect of a weekly or casual wage.

Meal Time During Overtime

(c) An employee working overtime shall be allowed a crib break of twenty minutes after each four hours of overtime worked and subject to and in accordance with the provisions of subclause (d) of this clause shall be supplied with a meal or paid a meal allowance.

Such crib break shall be paid at ordinary time rates.

Meal Allowance

(d) (i) Where an employee is required, otherwise than of his own default or delay, to continue working 1 1/2 hours or more after his normal ceasing time Monday to Friday, inclusive, without having been informed in some way on the preceding working day that he will be so required, he shall be paid \$2.00 for the first meal, \$1.50 for the second meal, and \$2.00 for each subsequent meal.

(ii) An employee who is notified under this subclause that he will be required to continue working, but who is not so required to continue working, shall be paid the prescribed meal money.

(e) The obligation to pay ordinary time under this clause in addition to weekly or other wages and overtime under any other clause shall not be cumulative, but the employee, in cases coming within this clause, shall be entitled only to the higher payment.

Clause 16. Travelling Allowance

#OPDATE 17:9:84 on and from

(a) An employee engaged in ordinary travelling on duty or on work on which he is unable to return to his home at night shall be paid such personal expenses as he reasonably incurs in travelling, but shall be paid the sum of \$7 per day at least. Provided that where an employee travels by boat or other conveyance in which his ticket includes meals and bed, he shall not be entitled to the said allowance, and provided that where an employer carrying on a coach and mail service provides or is willing to provide meals and bed, the employee is to have the option of receiving \$7 per day or accepting the meals and bed provided by the employer.

(b) An employee prevented from returning with his turnout to the depot or yard from which he started shall be paid any travelling expenses he has to incur, and as if for time worked for the time he reasonably takes to get to his home beyond the time he ordinarily would have taken to get to his home from the depot or yard.

Clause 17. Change of Place of Employment

#OPDATE 17:9:84 on and from

Where an employer transfers an employee, after the commencement of work of such employee on any day, from the usual place of work to another place, fares to and from such altered place shall be paid by the employer to the employee regardless of the method of travel except where transported by the employer.

Clause 18. Holidays

#OPDATE 17:9:84 on and from

(a) Weekly employees shall be entitled, without deduction of pay, to holidays observed in the State in respect of New Year's Day, Anniversary Day (26 January), Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Eight Hours' Day, Christmas Day and the 28 December and any other day which by Act of Parliament or proclamation may be created as a public holiday or may be substituted for any of such holidays shall be holidays; and weekly employees shall be entitled to observe 26 December as a holiday without deduction of pay.

(b) All employers must indicate within seven days from the next pay day if their premises are to be closed. If an employer gives his employees pay envelopes the notice shall be contained in such envelope of each employee.

(c) Notwithstanding the provisions of subclause (a) hereof where an employee is employed in an employer's industry with respect to which an award or determination binding upon that employer makes provision for public holidays for the majority of his employees without loss of pay the employer shall grant the public holidays provided for in such award or determination instead of those abovementioned and subclause (a) hereof shall be read as if the holidays mentioned in any such award or determination had been expressly mentioned herein as alternative to those set out in subclause (a) hereof and provided also any party to this award shall be at liberty to apply for variation of the public

holiday provisions in regard to any particular employer at any time.

(d) No weekly employee who has, without the consent of his employer and without reasonable cause, absented himself from his employment on the day before or the day after a holiday shall be free from deduction of pay in respect of such holidays.

(e) (i) For all time worked by a weekly employee on such holidays, payment shall be made at the following rate -on Good Friday and the Christmas Day holiday -time and a half; on any other holiday -time and a half.

(ii) The minimum payment shall be as for four hours work.

(iii) Payment for work on a holiday shall be in addition to any amount payable in respect of the weekly wage. Provided however that, if an employee is required to work on a holiday, other than Good Friday and Christmas Day, during hours which, if the day were not a holiday, would be outside the range of ordinary working time as mentioned in clause 13 of this award, he shall be paid for such hours at double time and a half instead of the ordinary time as hereinbefore provided in this subclause. Provided further that he shall be paid double and a half time for all overtime worked on Good Friday and Christmas Day.

(iv) The preceding part of this subclause shall not apply to a stableman, who shall in lieu thereof be paid at the rate of double time for ordinary hours of duty on Good Friday and Christmas Day and at the rate of double time for ordinary hours of duty on any other holiday, with a minimum payment as for four hours work.

(f) (i) For all time worked by a casual employee on such holidays, payment shall be made at the following rate -on Good Friday and the Christmas Day holiday -double time and a half; on any other holiday -double time and a half.

(ii) The minimum payment shall be as for four hours work.

(iii) As well as the payment prescribed by this subclause the additional rate prescribed by clause 11 of this award shall be paid.

(g) Where a weekly employee is entitled to any holiday prescribed by this clause, his employer shall notify such employee on the working day immediately preceding such holiday if his services are required thereon and if such notice be not given the employee shall be entitled to take such holiday without deduction of pay.

(h) If an employer intends to carry on business on a day generally observed as a holiday, although not prescribed as such in this award, he shall not be entitled to make a deduction from the wages of any weekly employee who fails to present himself for duty on that day unless he shall have given the employee notice of his intention to carry on business on that day.

Clause 19. Annual Leave

#OPDATE 17:9:84 on and from

(a) Period of Leave

(i) Every employee other than a casual employee shall after 12 months continuous service (less the period of annual leave) hereinafter referred to as the 'Qualifying Period' be entitled to and allowed a period of paid leave in accordance with the following provisions: -

(a) In respect to a qualifying period which shall end prior to 15 January 1975, twenty-one consecutive days.

(b) In respect of a qualifying period which shall end on or subsequently to 15 January 1975, twenty-eight consecutive days.

(ii) Notwithstanding anything hereinbefore in this 'Period of Leave' subclause contained, if an employee (other than a casual employee) has completed a period of qualifying service after 15 July 1974, but before 15 January 1975, shall be granted and take his annual leave on or after 15 January 1975, there shall be added to him in addition to the leave to which he is entitled under subparagraph (a) (i) above a further period of seven consecutive days paid leave.

(b) Public Holidays Excluded

(i) Such period of annual leave shall not include award holidays observed on working days, but shall include all other non-working days.

(ii) If any award holiday falls within an employee's period of annual leave and is observed on the day which, in the case of that employee would have been an ordinary working day, there shall be added to that period one day, being an ordinary working day, for each such holiday observed as aforesaid.

(iii) Where an employee, without reasonable excuse, proof whereof shall lie upon him, is absent from his employment on the working day or part of the working day prior to the commencement of his annual leave or fails to resume work at his ordinary starting time on the working day immediately following the last day of the period of his annual leave, including any public holidays referred to above, the employee shall not be entitled to payment for the public holidays which fall within his period of annual leave.

(c) Notice of Leave to be Given

At least seven days notice shall be given to an employee as to when he is to commence his leave and, if such notice be withdrawn by an employer, the employee, if he postpones his leave shall be compensated by the employer for any reasonable out-of-pocket loss occasioned thereby.

(d) Time When Leave to be Granted

All leave to which an employee may become entitled under this clause shall be granted by the employer within twelve calendar months of it becoming due.

Provided that, if because of the conditions operating in any particular industry or of circumstances over which he has no control an employer considers it impossible for him to grant leave to any employee within the said period he may, by agreement with the union postpone such leave until a later date.

Annual leave shall be given or taken in one continuous period if such is practicable, provided, however, that the employer may, if it is not practicable to grant such leave in one continuous period, at his discretion allow annual leave in two periods, of which no period shall be less than seven days. Provided further that where a working day occurs between two public holidays or between a Sunday and a public holiday (or vice versa) such day may, by agreement between the employer and the majority of employees, be observed as a holiday and a corresponding reduction of one day be made from the employees' annual leave or any split portion thereof.

Provided that if the employer and employee fail to agree as to whether or not the leave shall be taken in two separate periods, then the employer may decide and, if he decides that it shall be taken in two separate periods, one of such periods shall be not less than seven consecutive days.

Provided further that, in very exceptional circumstances, leave need not be taken but, by agreement, payment may be made for the whole or any part of the leave prescribed herein provided that consent of the local branch of the union has been first obtained.

(e) Leave to be Given and Taken

The annual leave provided for by this clause shall be allowed and shall be taken and, except as provided in subclause (d) hereof, payment shall not be made or accepted in lieu of annual leave. If an employer fails to grant leave within the period of any postponement thereof mentioned in subclause (d) hereof and is convicted on that ground for a breach of this award and the employee is not a consenting party to such failure, the employer shall, in addition to the wages payable under subclause (f) hereof, also pay to such employee a further sum equal to the wages payable under subclause (f) hereof.

(f) Payment of Wages

(i) Each employee, before going on leave, shall be paid the wages due to him for the period for which he is entitled to leave. For the purposes of this subclause and subclause (h) hereof the wages shall be at the amount prescribed in this award for the occupation at which the employee was ordinarily employed immediately prior to the commencement of his leave or the termination of his employment, as the case may be, but in the event of an employee being engaged during a period of four weeks prior to such commencement or termination on two or more occupations entitling him to different rates of pay, the wages to be paid to such employee hereunder shall be the amount of his average weekly wages for ordinary working time over such period of four weeks.

(ii) In addition to the payment prescribed in paragraph (i) hereof and subject to subclause (a) (i), where the annual

leave is taken on or after 15 January 1975, each employee, inclusive of an employee taking leave pursuant to subclause (m) of this clause (and exclusive of casual employees) shall be paid an additional amount of 17 1/2 per centum calculated on the appropriate classification rate.

(g) Leave in Advance

(i) An employer may grant 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 the expiration of the twelve months in respect of which annual leave had been taken before it accrued.

(ii) Where leave has been granted to an employee pursuant to paragraph (i) of subclause (g) hereof before the right thereto has accrued due and the employee subsequently leaves or is discharged from the service of the employer before completing the twelve months continuous service in respect of which the leave was granted, the employer 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 one-twelfth 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 in clause 17 of this award. Provided that, in cases where such leave is granted at the request of the employee, the employer may, when making payment under subclause (f) hereof, withhold from the employee a sum equal to one-twelfth for each complete month of the qualifying period not served by the employee at the time of going on such leave and retain such sum until the expiration of such qualifying period.

(h) Proportionate Payment

Proportionate payment shall be made in respect of each completed month of continuous service in any qualifying twelve-monthly period when an employee leaves his employment or his employment is terminated by his employer.

Provided that if after 15 January 1975, an employee who has had at least one months continuous service with an employer and leaves his employment or has his employment terminated by the employer, such employee shall have his proportionate payment calculated on the basis of a period of twenty-eight days consecutive leave. Such proportionate payment shall be calculated on the basis of twenty-one days consecutive leave if the employment were terminated on or before 15 January 1975.

(i) Calculation of Continuous Service

(i) Continuity of service shall be deemed to be continuous notwithstanding -

(a) any interruption or termination of the employment by the employer if such interruption or termination has been made with the intention of avoiding obligations hereunder in respect of annual leave;

(b) any absence from work of not more than fourteen days in the twelve months on account of sickness or accident (proof whereof shall be on the employee);

(c) any absence on account of leave granted, imposed or agreed to by the employer; or

(d) any absence due to reasonable cause (including absences on account of sickness or accident of more than fourteen days) proof whereof shall be on the employee.

Provided that, in case of personal sickness or accident or absence with reasonable cause, the employee, to become entitled to the benefit of this subclause, shall if practicable inform the employer in writing within twenty-four hours after the commencement of such absence of his inability to attend for duty and as far as practicable, the nature of the illness, injury or cause and the estimated duration of his absence.

(ii) In calculating a period of twelve months continuous service -

(a) (1) any annual leave taken therein; or

(2) any absences of the kind mentioned in placita (a) and (b) of paragraph (i) hereof -

shall be counted as part of such period;

(b) in respect of absences of the kind mentioned in placita (c) and (d) of paragraph (i) hereof the employee shall serve such additional period as part of his qualification for annual leave as will equal the period of such absences;

(c) where an employee is absent from work for any cause whatever, the employer shall notify the employee within fourteen days of the employee's return to work whether the employer regards such absence as breaking, either conditionally or unconditionally, the continuity of service of such employee. If the employer does not give such notice within the said fourteen days, such absence shall not be deemed to be such a break. The employer shall give the notification to the employee by having it delivered to such employee in writing.

(j) Calculation of Month

For the purposes 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 be no such day in such subsequent month shall be reckoned as ending at the end of such subsequent month.

(k) Successor, or Assignee or Transmitttee

Where the employer is a successor or assignee or transmitttee of a business if an employee was in the employment of the employer's predecessor at the time when he became such successor or assignee or transmitttee the employee, in respect of the period during which he was in the service of the

predecessor shall for purpose of this clause be deemed to be in the service of the employer.

(l) Annual Close-Down

Where an employer closes down his plant, or a section or sections thereof, for the purpose of allowing annual leave to all or the bulk of the employees in the plant, or section or sections concerned, the following provisions shall apply: -

(i) He may, by giving to the employees concerned not less than one months notice of his intention so to do, stand off for the duration of the close-down all employees in the plant, or section or sections concerned, and allow to those who are not then qualified for three or four full weeks leave pursuant to subclause (a) hereof as the case may be paid leave on a proportionate basis of one-quarter of a weeks leave while qualifying for three weeks leave or one-third of a weeks leave if qualifying for four weeks leave for each completed month of continuous service.

(ii) An employee who has then qualified for three or four full weeks leave pursuant to subclause (a) hereof as the case may be, and has also completed a further month or more of continuous service shall be allowed his leave and shall also be paid one-quarter (or where the close of an employee's last twelve-monthly qualifying period occurs on or after 15 January 1975, one-third shall be substituted for one-quarter) of a weeks wages in respect of each completed month of continuous service performed since the close of his last twelve-monthly qualifying period.

(iii) The next twelve-monthly qualifying period for each employee affected by such close-down shall commence from the day on which the plant, or section or sections concerned is re-opened for work.

(iv) If, in the first year of his service with an employer an employee is allowed proportionate annual leave under paragraph (i) hereof, and subsequently within such year lawfully leaves his employment or his employment is terminated by the employer through no fault of the employee he shall be entitled to the benefit of subclause (h) hereof, subject to adjustment for any proportionate leave which he may have been allowed as aforesaid.

(m) Industry Awards

Provided that where an employee is employed in an employer's industry with respect to which an award of this Commission or of the Commonwealth Conciliation and Arbitration Commission or of a Conciliation Committee provides for annual leave with pay such leave being uniform for all employees the employer may grant such employee annual leave in accordance with the provisions of such award instead of under this award and this award shall be read as if the provisions of such award had been expressly included herein: Provided further that an employer shall not be entitled to exercise the right conferred on him by this subclause unless and until he or some person on his behalf has given written notice to the union of the award under which he proposes to grant the annual leave together with the names of the parties to and the date of such other award or such other

particulars as will enable such award to be identified and of the annual leave therein provided. Any notice so given shall not be changed without the consent of the union and shall not affect any rights of the employee already accrued under this award at the time of giving such notice.

Clause 20. Sick Leave

#OPDATE 17:9:84 on and from

(a) Every full-time and every part-time employee who is unable to attend or remain working at his place of employment by reason of illness and who complies with the conditions prescribed by paragraph (b) hereof shall be granted by his employer paid leave not exceeding the sick leave credit of that employee computed in accordance with this subclause.

(b) The said leave shall be granted and the employee shall be entitled to pay in respect thereof on compliance with the following conditions -

(i) within twenty-four hours after the commencement of the absence the employee shall inform his employer of his inability to attend for duty and, as far as practicable, of the nature of the illness and the estimated duration of the absence; and

(ii) if so required by his employer, the employee shall produce to the employer a medical certificate or other reasonable evidence to prove that he was unable to attend for duty on the day or days in respect of which he claims sick leave.

(c) For the purposes of this clause the word "illness" includes personal injury but does not include injury for which compensation is payable under the Workers Compensation Act, 1971, as amended.

(d) For the purpose of paragraph (a) of this subclause the sick leave credit of an employee with an employer shall be determined by adding to the accumulation of the sick leave, if any, standing to the credit of that employee with that employer, (pursuant to this or any other award or industrial agreement relating to the industry of the occupations to which this award relates) immediately before 1 January 1976 the amount of leave that the employee is entitled to be granted by the employer pursuant to this clause, and deducting from the total so obtained the amount of sick leave that has, pursuant to this clause, been so granted by the employer.

(e) In the first year of service with an employer an employee shall be entitled to a grant of leave by that employer on his normal rate of pay under this award on the basis of 1/26 of the weekly ordinary hours of work, for each week of service, and in the succeeding years of continuous service with that employer, such an employee shall, on or after the commencement of each such year, be entitled to a grant of leave under this clause by that employer equal to 10 days on his normal rate of pay under this award.

(f) Employees shall be entitled to and shall be allowed sick leave to the same extent and subject to the same conditions as

are prescribed by award, determination or industrial agreement, Commonwealth or State, for the general body of employees in the industry in which they are employed.

Provided that an employee shall be entitled in any case to sick leave not less than is hereinbefore provided.

Clause 21. Highest Function

#OPDATE 17:9:84 on and from

Where an employee is called upon to perform two or more classes of work on any day he shall, for the purpose of assessing the rate of wage to be paid, be deemed to have worked throughout the whole of his working time on that day at the class for which the highest rate of wage is prescribed.

Provided that an employee shall not be transferred to perform a class of work providing a lesser minimum rate of wage than that at which he is usually employed, unless he is given a weeks notice.

Clause 22. Change (Money)

#OPDATE 17:9:84 on and from

Where an employer requires an employee to give change to clients, such change shall be supplied by the employer.

Clause 23. Gear to be Provided

#OPDATE 17:9:84 on and from

The employer shall provide all gear necessary for the loading and unloading of vehicles and the securing of loads thereon.

Clause 24. Heavy Articles

#OPDATE 17:9:84 on and from

An employee unaided by proper auxiliary appliances or by another man shall not be required to lift or carry goods over 70kg in weight.

Clause 25. Horse Stabling

#OPDATE 17:9:84 on and from

Where a driver provides stabling for his horse or horses, he shall be paid \$2 per week for each horse stable in addition to the minimum rate of wages prescribed.

Clause 26. Housing

#OPDATE 17:9:84 on and from

(a) An employee required by his employer to live at a stable, yard or garage, shall be provided with suitable accommodation for such employee free of cost.

(b) If an employer provides proper housing accommodation for an employee and his wife and family, and requires the employee to live there the employer shall be entitled to charge a rent not exceeding half the rent at which a similar house in the same locality would ordinarily be let.

Clause 27. Bereavement Leave

#OPDATE 17:9:84 on and from

(a) An employee shall on the death within Australia of a wife, husband, father, mother, brother, sister, child or step-child, be entitled on notice to leave up to and including the day of the funeral of such relation, and such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in two ordinary days work.

(b) Proof of such death shall be furnished by the employee to the satisfaction of the employer if he so requests.

(c) This subclause shall have no operation while the period of entitlement to leave under it coincides with any other period of leave.

(d) for the purposes of this subclause the words 'wife' and 'husband' shall not include a wife or husband from whom the employee is legally separated but shall include a person who lives with the employee as a de facto wife or husband.

Clause 28. Notice Board

#OPDATE 17:9:84 on and from

Each employer shall permit a notice board to be erected at his depot or garage for the purpose of posting any notices thereon in connection with union business; such notice board to be in a prominent position. All notices shall be signed by an official of the union.

Clause 29. Articles of Clothing

#OPDATE 17:9:84 on and from

(a) Where an employee is required by law or by his employer to wear any special uniform, cap, overall, or other article, it shall be supplied and paid for by the employer.

(b) Where an employee is required by his employer to continually work in conditions in which, because of their nature, his clothing would otherwise become saturated, he shall be provided with suitable protective clothing free of cost. Such protective clothing shall remain the property of the employer, and the employee shall be liable for the cost of replacement of any article or protective clothing which is lost, destroyed or damaged through the negligence of the employee.

Clause 30. Union Delegate

#OPDATE 17:9:84 on and from

An employee appointed as union delegate in a depot or garage shall upon notification thereof to the employer by the branch or sub-branch secretary of the union, be recognized as the accredited representative of the union and shall be allowed the necessary time during working hours to interview the employer or his representative on matters affecting employees in the depot or yard.

Clause 31. Time Books

#OPDATE 17:9:84 on and from

(a) Right of Entry and Inspection

Any official of the South Australian Branch of the Transport Workers' Union of Australia, who produces an authorisation in writing signed by the President or other principal officer thereof (which authorisation shall bear a certificate in writing of its authenticity signed by the Registrar) shall at all reasonable times be permitted by an employer in the industry subject to this award to inspect the time books and wages records of the employer required to be maintained by him by the Industrial and Employee Relations Act 1994 or this award and for the purpose to enter the employer's premises.

This award has since been varied on 3 June 1977, 10 June 1977, 26 July 1979, 15 February 1982, 22 July 1982 and 5 June 1984.

The award as presently varied in relation to Part II, clauses 2. Arrangement; 4. Parties Bound; 32. Period of Operation and by the deletion of clause 5A. Duration, in its entirety, shall come into operation on and from 17 September 1984 and shall continue in force on an interim basis until 16 October 1984.

(b) Time Books and Wages Records

(i) Each employer shall in addition to and without limiting his obligations under Section 102 of the Industrial and Employee Relations Act 1994 to keep a record from which can be ascertained readily.

- a. the name of each employee.
- b. his classification.
- c. the total hours worked each day.
- d. the rate or rates at which his wages have been computed.
- e. particulars of all allowances paid to him in respect of each week or other period of his employment.

(ii) The time occupied by an employee in filling in any time record or cards or in making of records shall be treated as time on duty.

(iii) Any official making an inspection of the aforesaid records pursuant to this clause shall be entitled to take a copy of any entries in a time book or wages record inspected by him.

(c) Posting of Award

(i) Every employer bound by this award shall affix and keep affixed in legible characters in some conspicuous place at his principal place of business and at each branch or depot where twenty or more employees are required to work or report and so as to be easily read by his employees, a copy of this award and any variations thereto.

(ii) Every such employer shall also make available to any employee a copy of the Industrial and Employee Relations Act 1994 and a copy of the Workers Compensation Act, 1971 as amended, when so requested by an employee for the purpose of inspecting such Acts or either of them.

Clause 32. Period of Operation

#OPDATE 17:9:84 on and from

The original award in this matter (131 of 1976) was made on 27 September 1976 and continued in force until 26 September 1977.

TRANSPORT WORKERS' (SOUTH AUSTRALIA) AWARD

Schedule 1. Wages

OPDATE 23:07:2005 1st pp on or after
This schedule shall operate from the first pay period to commence on or after 23rd July, 2005.

Grade Classification Wage Rate Per Week

\$

Grade 1

Greaser/cleaner of motor vehicle 518.20
Yard person
Motor driver's assistant
Courier - foot or bicycle
Loader

Grade 2 Leading loader 533.50

Driving a vehicle (including a motor cycle)
not exceeding 4.5 tonnes gross vehicle mass (GVM)

Employee driving a mechanical horse

Grade 3

Driving a fork-lift up to and including 541.20
5 tonnes lifting capacity

** (Employees shall only operate a fork-lift when required by the employer and such duties will only be ancillary to an employee's main duties under this award)

Driving a 2 axle rigid vehicle exceeding
4.5 tonnes, but not exceeding 13.9 tonnes GVM

Driving a concrete mixer up to and
including 2 cubic metre bowl

Grade 4

Driver 3 axle rigid vehicle 552.70
to 8 tonnes capacity

Driving a fork-lift over 5 tonnes and up to
and including 10 tonnes lifting capacity

** (Employees shall only operate a fork-lift when required by the employer and such duties will only be ancillary to an employee's main duties under this award)

Driver oil tractor

Driver 3 axle rigid vehicle exceeding
13.9 tonnes - capacity over 8 tonnes

up to 13 tonnes

Weighbridge attendant

Driving a straddle truck

Driving a concrete mixer over 2 cubic metre
bowl and up to 4.9 cubic metre bowl

Grade 5

Driving a fork-lift with lifting 560.30
capacity in excess of 10 tonnes
and up to 25 tonnes

** (Employees shall only operate a fork-lift when required by the employer and such duties will only be ancillary to an employee's main duties under this award)

Driving a rigid vehicle and heavy trailer
combination with 3 axles with a gross
combination mass (GCM) of 22.4 tonnes or less
- capacity over 10 tonnes up to
15 tonnes

Driving an articulated vehicle with 3 axles and
a GCM of 22.4 tonnes or less

Driving a concrete mixer with 5 cubic metre
bowl and over

Driving a fork-lift with a lifting capacity
over 25 tonnes

Grade 6

Driving a rigid truck and heavy trailer 568.00
combination with more than 3 axles
and a GCM greater than 22.4 tonnes -
over 16 tonnes up to
21 tonnes capacity

Driving an articulated vehicle with more
than 3 axles and a GCM greater than
22.4 tonnes - capacity up to 22 tonnes

Driving a rigid vehicle and heavy trailer
combination with more than 3 axles and
a GCM greater than 22.4 tonnes - over
21 tonnes capacity

Driving an articulated vehicle with more
than 3 axles and a GCM greater than
22.4 tonnes - capacity over 22 tonnes

Driving a low loader (as defined) with
GCM up to and including 43 tonnes

Grade 7	N/A	truck-loading crane mounted on the vehicle and who is required to operate the crane or elevated platform shall receive an additional \$2.50 per day.
Grade 8		
Driving a multi-axle platform trailing equipment with a carrying capacity up to and including 70 tonnes	596.70	C Employee who is a recognised furniture carter engaged in removing and/or delivering furniture as defined 14.21
Grade 9	N/A	D Employee who is a recognised livestock carter carting livestock as defined 14.21
Grade 10		
Driving a multi-axle platform trailing equipment with a carrying capacity over 70 tonnes up to and including 100 tonnes	625.30	E Employee driving vehicle collecting garbage 13.13
For each additional 10 tonnes or part thereof in excess of 100 tonnes an extra \$12.77 (as part of the weekly wage rate for all purposes) up to 150 tonnes shall be payable		F Driver required to act as salesman of goods in his vehicle 2.63
For each additional 10 tonnes or part thereof in excess of 150 tonnes an extra \$12.29 (as part of the weekly wage rate for all purposes) up to 200 tonnes shall be payable.		G Driver-salesman as defined in Clause 6 of this award 11.93
For work performed in excess of 200 tonnes and up to 300 tonnes an additional payment of \$11.63 per day (as part of the weekly wage rate for all purposes to be added to the 200 tonnes rate		(NOTE: No employee shall be entitled to receive in any one week both the additional amounts set out in items F and G of this table.)

Table of further additional amounts

(d) An employee required to perform any work described in the table set out hereunder shall be paid in addition to the appropriate weekly wage rate the amount prescribed herein for such work:

Item no.	Classification	Rate per week
----------	----------------	---------------

Items previously considered for adjustment on economic grounds

A	Leading hands in charge of:	
	Not less than 3 and not more than 10 employees	25.79
	More than 10 and not more than 20 employees	38.42
	More than 20 employees	48.80
	Provided that this item shall not apply to leading loader.	

B Employee required to drive a motor vehicle with a

J	Employee carting, loading and/or unloading carbon black except when packed in sealed metal containers - an extra \$1.55 per day or part thereof.	
K	Employee carting, loading and/or unloading offensive material.	1.91
	Provided that a Board of Reference may fix a higher amount for any load or quantity that is particularly offensive.	
L	Employee carting, loading and/or unloading dirty material - an extra 31 cents per hour.	
	Provided that a Board of Reference may fix a higher amount for any load or quantity that is particularly dirty.	
M	Employee who is required to cart tar (other than in sealed containers) for immediate spreading upon streets, tar in unsealed containers or tarred material for spreading upon streets and/or who spreads either of them upon streets - an extra \$2.33	
N	First Aid Allowance An employee holding a current first aid qualification from St. Johns Ambulance or similar body and appointed by his employer to perform first aid duty shall be paid an allowance of \$8.60 for any week he	

is so appointed. The employer will reimburse the cost of fees for any courses necessary for any employee covered by this clause to obtain and maintain current, the appropriate first aid qualification.

agreements, Australian workplace agreements, award variations to give effect to enterprise agreements and over award arrangements. Absorption which is contrary to the terms of an agreement is not required.

O Employee handling money as defined:

For any amount handled up to \$20	1.31
Over \$20 but not exceeding \$200	2.39
Over \$200 but not exceeding \$600	4.18
Over \$600 but not exceeding \$1000	5.49
Over \$1000 but not exceeding \$1200	7.75
Over \$1200 but not exceeding \$1600	11.93
Over \$1600 but not exceeding \$2000	13.19
Over \$2000	14.98

Increases made under previous State Wage Case principles or under the current Declaration, excepting those resulting from enterprise agreements, or award variations to give effect to enterprise agreements, are not to be used to offset arbitrated safety net adjustments.

(iii) The rates of pay in this award also contain safety net wage adjustments as determined by previous State Wage Case decisions. The absorption arrangements applying in relation to those adjustments continue to apply.

(NOTE: Where a higher further additional amount becomes payable under any item of this table numbered D, E, F, K or L, it shall supersede any lesser additional amount contained in these items which otherwise would have been liable for payment.)

P. Juniors

The minimum weekly rate of wage to be paid to junior employees for work performed in ordinary hours shall be as follows:-

1. Under 19 year of age:-
70 per cent of the total wage payable to an adult for the class of work performed.
2. 19 years and under 20 years of age:-
80 per cent of the total wage payable to an adult for the class of work performed.
3. 20 years of age:-
100 per cent of the total wage payable to an adult for the class of worked performed.

The above rates are calculated to the nearest 10 cents per week, any fraction less than 5 cents to go to the lower multiple and 5 cents or more to go the higher.

(i) The wage relativities in this award have been established via the structural efficiency and minimum rates adjustment processes in accordance with the September 1989 State Wage Case decision (Print I.69/1989).

(ii) The rates of pay in this award include the arbitrated safety net adjustment payable under the State Wage Case July 2005. 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 enterprise agreements, certified agreements, currently operating enterprise flexibility

TRANSPORT WORKERS' (SOUTH AUSTRALIA) AWARD

Schedule 2. Supported Wage Provisions

OPDATE 23:07:2003 1st pp on or after

This schedule shall operate from the first pay period to commence on or after 23rd July, 2003.

SUPPORTED WAGE PROVISIONS

(a) Definitions

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

(i) "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]".

(ii) "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.

(iii) "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.

(iv) "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.

(b) Eligibility Criteria

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

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

The award 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 shelter employer to people with disabilities who are in receipt of or are eligible for a disability support Pension, except with respect of an organisation which has received recognition under s.10 or under s.12A of the Disabilities Service Act, or if a part only has received recognition that part.

(c) Supported Wage Rates

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

Assessed Capacity (subclause (d))	% of prescribed award rates
10%*	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

(Provided that the minimum amount payable shall be not less than \$60.00 per week).

* Where a person's assess capacity is 10% they shall received a high degree of assistance and support.

(d) Assessment of Capacity

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

(i) the employer and a union party to the award in consultation with the employee or, if desired by any of these;

(ii) the employer and an accredited Assessor (as defined) acceptable to the employee and the employee's advisers and to the employer.

(e) Lodgment of Assessment Instrument

(i) 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 Industrial Relations Commission of South Australia.

(ii) 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, is not a party to 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 10 working days.

(f) 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.

(g) 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 paid on a pro rata basis.

(h) 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.

(i) Trial Period

(i) 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 12 weeks, except that in some cases additional work adjustment time (not exceeding 4 weeks) may be needed.

(ii) The minimum amount payable to the employee during the trial period shall be not less than \$60.00 per week.

[or in paid rates awards]

The amount payable to the employee during the trial period shall be \$60.00 per week or such greater amount as is agreed from time to time between the parties (taking into account the Department of Social Security income test free area for earnings) and inserted into this Award.

(iv) Work trials should include induction or training as appropriate to the job being trialed.

(v) 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 subclause (d) hereof.

TRANSPORT WORKERS' (SOUTH AUSTRALIA) AWARD

SCHEDULE 3 – TRAINING WAGE ARRANGEMENTS

OPDATE 23:07:2005 1st pp on or after

CLAUSE S3.1 TITLE

This Schedule shall be known as the Transport Workers' (South Australia) Award Training Wage Arrangements Schedule.

CLAUSE S3.2 ARRANGEMENT

<i>Clause No.</i>	<i>Title</i>
S3.1	Title
S3.2	Arrangement
S3.3	Application
S3.4	Period of operation
S3.5	Definitions
S3.6	Training conditions
S3.7	Employment conditions
S3.8	Wages
S3.9	Disputes settling procedures
S3.10	Dispute settlement over traineeship schemes
S3.11	Part-time traineeships

Section A Allocation of Traineeships to Wage Levels

Section B Traineeship Schemes excluded from this Award

CLAUSE S3.3 APPLICATION

- S3.3.1 This Schedule shall apply to persons:
- S3.3.1.1 who are undertaking a *Traineeship* (as defined); and
 - S3.3.1.1 whose employment is, or otherwise would be, covered by the Award.
- S3.3.2 This Schedule does not apply to the apprenticeship system or any training programme, which applies to the same occupation and achieves essentially the same training outcome as an existing apprenticeship in an award as at 25 June 1997.
- This Schedule only applies to AQF IV *Traineeships* when the AQF III *Traineeship* in the *Training Package* is listed in Section A. Further, this Schedule also does not apply to any certificate IV training qualification that is an extension of the competencies acquired under a certificate III qualification, which is excluded from this Schedule due to the operation of this subclause.
- S3.3.3 At the conclusion of the *Traineeship*, this Schedule ceases to apply to the employment of the *Trainee* and the Award shall apply to the former *Trainee*.
- S3.3.4 Nothing in this Schedule shall be taken to replace the prescription of training requirements in the Award.

CLAUSE S3.4 OPERATION

This Schedule shall operate from the first pay period commencing on or after 23rd July 2005.

CLAUSE S3.5 DEFINITIONS

- S3.5.1 *Act* means the *Training and Skills Development Act 2003* or any successor legislation.

- S3.5.2 **Adult Trainee** means for the purpose of this Schedule a **Trainee** who would qualify for the highest wage rate in Wage Level A, B or C if covered by that wage level.
- S3.5.3 **Approved Training** means that training which is specified in the **Training Plan**, which is part of the **Training Agreement**, which is registered with the **T&SC**. It includes training undertaken both on and off-the-job in a **Traineeship** and involves formal instruction, both theoretical and practical, and supervised practice. The training reflects the requirements of a National **Training Package** or a **Traineeship Scheme** and leads to a qualification under the Australian Qualification Framework.
- S3.5.4 **T&SC** means the Training and Skills Commission under the *Act*.
- S3.5.5 **Award** means the Transport Workers' (South Australia) Award.
- S3.5.6 **Commission** means the Industrial Relations Commission of South Australia.
- S3.5.7 **Trainee** is an individual who is a signatory to a **Training Agreement** registered with the **T&SC** and is involved in paid work and structured training, which may be on or off the job. **Trainee** does not include an individual who already has the competencies to which the **Traineeship** is directed.
- S3.5.8 **Traineeship** means a system of training which has been approved by the **T&SC**, which meets the requirements of a National **Training Package** developed by a National Industry Training Advisory Board and endorsed by the National Training Framework Committee, which leads to an Australian Qualifications Framework qualification specified by that National **Training Package**, and includes full-time **Traineeships** and part-time **Traineeships** including school-based **Traineeships**.
- S3.5.9 **Training Agreement** means an agreement for a **Traineeship** made between the employer and a **Trainee**, which is registered with the **T&SC**.
- S3.5.10 **Training Package** means the competency standards, assessment guidelines and Australian Qualifications Framework qualification endorsed for an industry or enterprise by the National Training Framework Committee and placed on the National Training Information Service with the approval of Commonwealth and State Ministers responsible for vocational education and training.
- S3.5.11 **Training Plan** means a programme of training which forms part of a **Training Agreement** registered with the **T&SC**.
- S3.5.12 **Traineeship Scheme** means an approved **Traineeship** applicable to a group or class of employees or to an industry or sector of an industry or an enterprise, which has been approved by the **T&SC**.
- S3.5.13 **Year 10** - for the purposes of this Schedule, any person leaving school before completing Year 10 shall be deemed to have completed Year 10.

CLAUSE S3.6 TRAINING CONDITIONS

- S3.6.1 The **Trainee** shall attend an **Approved Training** course or **Training Program** prescribed in the **Training Agreement** or as notified to the trainee by the **T&SC** in accredited and relevant **Training Schemes**.
- S3.6.2 Employment as a **Trainee** under this Schedule shall not commence until the relevant **Training Agreement**, made in accordance with a **Training Scheme**, has been signed by the employer and the **Trainee** and lodged for registration with the **T&SC**, provided that if the **Training Agreement** is not in a standard format, employment as a **Trainee** shall not commence until the **Training Agreement** has been registered with the **T&SC**. The employer shall ensure that the **Trainee** is permitted to attend the training course or program provided for in the **Training Agreement** and shall ensure that the **Trainee** receives the appropriate on-the-job training.
- S3.6.3 The employer shall provide a level of supervision in accordance with the **Traineeship Agreement** during the **Traineeship** period.
- S3.6.4 The provisions of the *Act* dealing with the monitoring by officers of the **T&SC** and the use of training records or work books as part of this monitoring process shall apply to **Traineeships** under this Schedule.

CLAUSE S3.7 EMPLOYMENT CONDITIONS

- S3.7.1 A full-time *Trainee* shall be engaged for a maximum of one year's duration, except in respect of AQF III and AQF IV *Traineeships* which may extend up to two years full-time, provided that a *Trainee* shall be subject to a satisfactory probation period of up to one month which may be reduced at the discretion of the employer. By agreement in writing, and with the consent of the *T&SC*, the Employer and the *Trainee* may vary the duration of the *Traineeship* and the extent of *Approved Training* provided that any agreement to vary is in accordance with the relevant *Traineeship Scheme*. A part-time *Trainee* shall be engaged in accordance with the provisions of clause S3.11, Part-time traineeships, of this Schedule.
- S3.7.2 Where the *Trainee* completes the qualification in the *Training Agreement* earlier than the time specified in the *Training Agreement*, then the *Traineeship* may be concluded by mutual agreement.
- S3.7.3 Termination of employment of *Trainees* is dealt with in the *Training Agreement*, or the *Act*. An employer initiating such action shall give written notice to the *Trainee* at the time the action is commenced and to the *T&SC* in accordance with the *Act*.
- S3.7.4 The *Trainee* shall be permitted to be absent from work without loss of continuity of employment and/or wages to attend the *Approved Training*.
- S3.7.5 Where the employment of a *Trainee* by the employer is continued after the completion of the *Traineeship* period, such *Traineeship* period shall be counted as service for the purposes of the Award or any other legislative entitlements.
- S3.7.6 **Trainees working overtime**
- S3.7.6.1 Reasonable overtime may be worked by the *Trainee* provided that it does not affect the successful completion of the *Approved Training*.
- S3.7.6.2 No *Trainee* shall work overtime or shiftwork on their own unless consistent with the provisions of the Award.
- S3.7.6.3 No *Trainee* shall work shiftwork unless the shiftwork makes satisfactory provision for *Approved Training*. Such training may be applied over a cycle in excess of a week, but must average over the relevant period no less than the amount of training required for non-shiftwork *Trainees*.
- S3.7.6.4 The *Trainee* wage shall be the basis for the calculation of overtime and/or shift penalty rates prescribed by the Award, unless the Award makes specific provision for a *Trainee* to be paid at a higher rate, or the employer and *Trainee* agree in writing that a *Trainee* will be paid at a higher rate, in which case the higher rate shall apply.
- S3.7.7 All other terms and conditions of the Award that are applicable to the *Trainee* or would be applicable to the *Trainee* but for this Schedule shall apply unless specifically varied by this Schedule.
- S3.7.8 A *Trainee* who fails to either complete the *Traineeship*, or who cannot for any reason be placed in full-time employment with the employer on successful completion of the *Traineeship*, shall not be entitled to any severance payments payable pursuant to termination, change and redundancy provisions of the Award.

Note: It is not intended that existing employees shall be displaced from employment by *Trainees*.

CLAUSE S3.8 WAGES

- S3.8.1 The weekly wage payable to full-time *Trainees* shall be provided in S3.8.4, S3.8.5 and S3.8.6 of this Schedule and in accordance with clause S3.7, Employment Conditions.
- S3.8.2 These wage rates will only apply to *Trainees* while they are undertaking an *Approved Traineeship*, which includes *Approved Training* as defined in this Schedule.
- S3.8.3 The wage rates prescribed by this clause do not apply to complete trade level training, which is covered by the Apprenticeship system.

S3.8.4 **Wage Level A**

Where the *Accredited Training* course and work performed are for the purpose of generating skills, which have been defined for work at Wage Level A.

	<i>Highest year of schooling completed</i>		
	<i>Year 10</i>	<i>Year 11</i>	<i>Year 12</i>
	\$	\$	\$
School Leaver	173.00(50%)*	216.00(33%)	
	202.00(33%)	243.00(25%)	293.00
Plus 1 year out of school	243.00	293.00	340.00
Plus 2 years	293.00	340.00	396.00
Plus 3 years	340.00	396.00	453.00
Plus 4 years	396.00	453.00	
Plus 5 or more years	453.00		

S3.8.5 **Wage Level B**

Where the *Accredited Training* course and work performed are for the purpose of generating skills, which have been defined for work at Wage Level B.

	<i>Highest year of schooling completed</i>		
	<i>Year 10</i>	<i>Year 11</i>	<i>Year 12</i>
	\$	\$	\$
School Leaver	173.00(50%)*	216.00(33%)	
	202.00(33%)	243.00(25%)	283.00
Plus 1 year out of school	243.00	283.00	325.00
Plus 2 years	283.00	325.00	382.00
Plus 3 years	325.00	382.00	435.00
Plus 4 years	382.00	435.00	
Plus 5 or more years	435.00		

S3.8.6 **Wage Level C**

Where the *Accredited Training* course and work performed are for the purpose of generating skills, which have been defined for work at Wage Level C.

	<i>Highest year of schooling completed</i>		
	<i>Year 10</i>	<i>Year 11</i>	<i>Year 12</i>
	\$	\$	\$
School Leaver	173.00(50%)*	216.00(33%)	
	202.00(33%)	243.00(25%)	278.00
Plus 1 year out of school	243.00	278.00	312.00
Plus 2 years	278.00	312.00	349.00
Plus 3 years	312.00	349.00	390.00
Plus 4 years	349.00	390.00	
Plus 5 or more years	390.00		

S3.8.7 **School Based Traineeships**

	<i>Year of Schooling</i>	
	<i>Year 11</i>	<i>Year 12</i>
	\$	\$
School based Traineeships in Wage Levels A, B and C	221.00	243.00

*Figures in brackets indicate the average proportion of time spent in *Approved Training* to which the associated wage rate is applicable. Where not specifically indicated, the average proportion of time spent in structured training, which has been taken into account in setting the rate, is 20 per cent.

S3.8.8 **Wage rates for Certificate IV Traineeships**

S3.8.8.1 *Trainees* undertaking an AQF IV *Traineeship* shall receive the relevant weekly wage rate for AQF III *Trainees* at Wage Levels A, B or C as applicable with the addition of 3.8 per cent of that wage rate.

S3.8.8.2 An **Adult Trainee** who is undertaking a **Traineeship** for an AQF IV qualification shall receive the following weekly wage as applicable based on the allocation of AQF III qualifications:

<i>Wage Level</i>	<i>First year of Traineeship</i>	<i>Second Year of Traineeship</i>
Wage Level A	\$470	\$488
Wage Level B	\$452	\$469
Wage Level C	\$405	\$420

S3.8.9 Where a person was employed by the employer under the Award immediately prior to becoming an **Adult Trainee** with the employer, such person shall not suffer a reduction in the rate of pay by virtue of becoming a **Trainee**.

S3.8.10 Where a **Traineeship** is converted from an AQF II to an AQF III **Traineeship**, or from an AQF III to an AQF IV **Traineeship**, the **Trainee** shall move to the next higher rate provided in this Schedule, if a higher rate is provided for that new AQF level.

S3.8.11 Section A sets out the Wage Level of a **Traineeship**.

S3.8.12 For the purposes of this provision, **out of school** shall refer only to periods out of school beyond **Year 10**, and shall be deemed to:

S3.8.12.1 include any period of schooling beyond **Year 10**, which was not part of nor contributed to a completed year of schooling;

S3.8.12.2 include any period during which a **Trainee** repeats in whole or part of a year of schooling beyond **Year 10**;

S3.8.12.3 not include any period during a calendar year in which a year of schooling is completed; and

S3.8.12.4 have effect on an anniversary date being January 1 in each year.

S3.8.13 Despite any other clause in this Schedule, **Trainees** may not be employed under this Schedule under the **Traineeship Schemes** and in the areas of employment listed in Section B.

S3.8.14 **Arbitrated safety net adjustment**

S3.8.14.1 The rates of pay in this award include the arbitrated safety net adjustment payable under the State Wage Case July 2005. 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 enterprise agreements, certified agreements, currently operating enterprise flexibility agreements, Australian workplace agreements, award variations to give effect to enterprise agreements and over award arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under previous State Wage Case principles or under the current Declaration, excepting those resulting from enterprise agreements, or award variations to give effect to enterprise agreements, are not to be used to offset arbitrated safety net adjustments.

S3.8.14.2 The rates of pay in this award also contain safety net wage adjustments as determined by previous State Wage Case decisions. The absorption arrangements applying in relation to those adjustments continue to apply.

CLAUSE S3.9 DISPUTE SETTling PROCEDURES

For matters not dealt with in accordance with the *Act*, the procedures to avoid industrial disputation contained in the Award will apply to **Trainees**.

CLAUSE S3.10 DISPUTE SETTLEMENT OVER TRAINEESHIP SCHEMES

- S3.10.1 A party may initiate this procedure when that party wishes to argue that this Schedule should not provide for employment under a particular *Traineeship Scheme* despite the allocation of the scheme to a Wage Level by Section A.
- S3.10.2 The party shall:
- S3.10.2.1 Notify the relevant parties of an intention to dispute the particular *Traineeship Scheme*, identifying the scheme.
- S3.10.2.2 Request the parties with an interest in the scheme to meet with them at a mutually agreed location.
- S3.10.2.3 If agreement cannot be reached the matter may be referred to the *Commission* for conciliation.
- S3.10.2.4 If agreement is not reached during conciliation then an application may be made to include the *Traineeship* scheme in Section B.

CLAUSE S3.11 PART-TIME TRAINEESHIPS

- S3.11.1 This clause shall apply to *Trainees* who undertake a *Traineeship* on a part-time basis by working less than full-time hours and by undertaking the *Approved Training* at the same or lesser training time than a full-time *Trainee*.
- S3.11.1.1 A part-time *Trainee* (other than a school-based *Trainee*) will be engaged to work for no less than a minimum average of 15 hours per week.
- S3.11.1.2 A part-time school-based *Trainee* may be engaged to work less hours than the minimum hours prescribed by this Schedule and the Award provided that the *Trainee* remains enrolled in compulsory education.
- S3.11.2 **Wages**
- S3.11.2.1 The tables set out below are the hourly rates of pay where the training is either fully off-the-job or where 20% of time is spent in *Approved Training*. These rates are derived from a 38 hour week.

Table 1: Trainees who have left school (\$ per hour)

Wage Level A

Highest year of schooling completed

	<i>Year 10</i>	<i>Year 11</i>	<i>Year 12</i>
School Leaver	7.27	7.99	9.64
Plus 1 year out of school	7.99	9.64	11.18
Plus 2 years	9.64	11.18	13.03
Plus 3 years	11.18	13.03	14.90
Plus 4 years	13.03	14.90	
Plus 5 or more years	14.90		

Wage Level B

	<i>Year 10</i>	<i>Year 11</i>	<i>Year 12</i>
School Leaver	7.27	7.99	9.31
Plus 1 year out of school	7.99	9.31	10.69
Plus 2 years	9.31	10.69	12.57
Plus 3 years	10.69	12.57	14.31
Plus 4 years	12.57	14.31	
Plus 5 or more years	14.31		

<i>Wage Level C</i>	<i>Year 10</i>	<i>Year 11</i>	<i>Year 12</i>
School Leaver	7.27	7.99	9.14
Plus 1 year out of school	7.99	9.14	10.26
Plus 2 years	9.14	10.26	11.48
Plus 3 years	10.26	11.48	12.83
Plus 4 years	11.48	12.83	
Plus 5 or more years	12.83		

Table 2: School based Traineeships (\$ per hour)

	<i>Year of schooling</i>	
	<i>Year 11</i>	<i>Year 12</i>
Wage Levels A, B and C	7.27	7.99
20% loading [S3.11.6.2]	8.72	9.59

Table 3: Wage rates for part-time Certificate IV Traineeships (\$ per hour):

Trainees undertaking a part-time AQF IV **traineeship** shall receive the relevant hourly rate for AQF III trainees at Wage Levels A, B or C as applicable under Table 1 or 2 with the addition of 3.8 per cent of that wage rate.

An adult **trainee** (as defined) who is undertaking a part-time **traineeship** for an AQF IV qualification shall receive the following hourly rate as applicable based on the allocation of AQF III qualifications:

<i>Wage Level</i>	<i>First year of Traineeship</i>	<i>Second year of Traineeship</i>
Wage level A	\$15.46	\$16.05
Wage level B	\$14.87	\$15.43
Wage level C	\$13.32	\$13.82

S3.11.3 The hours for which payment shall be made are determined as follows:

S3.11.3.1 Where the **Approved Training** for a **Traineeship** (including a school based **Traineeship**) is provided off-the-job by a registered training organisation, for example at school or at TAFE, these rates shall apply only to the total hours worked by the part-time **Trainee** on-the-job.

S3.11.3.2 Where the **Approved Training** is undertaken solely on-the-job and the average proportion of time to be spent in **Approved Training** is 20% (i.e. the same as for the equivalent full-time **Traineeship**), then the total hours on-the-job shall be multiplied by the applicable hourly rate, and then 20 per cent shall be deducted.

S3.11.3.3 Where the **Approved Training** the training is partly on-the-job and partly off-the-job and the average proportion of time to be spent in **Approved Training** is 20% (ie the same as for the equivalent full-time **Traineeship**), then the total of all hours spent in work and training shall be multiplied by the applicable hourly rate, and then 20 per cent shall be deducted.

Note: As noted in clause S3.8, 20 per cent is the average proportion of time spent in **Approved Training**, which has been taken into account in setting the wage rates for most full-time **Traineeships**.

S3.11.3.4 Where a person was employed part-time by an employer under this Award immediately prior to becoming a part-time adult **trainee** with that employer, such person shall not suffer a reduction in the hourly rate of pay by virtue of becoming a **trainee**.

S3.11.3.5 Where the normal full-time weekly hours are not 38 the appropriate hourly rate may be obtained by multiplying the rate in the table by 38 and then dividing by the normal full-time hours.

S3.11.4 **General Formula**

S3.11.4.1 For **Traineeships** not covered by S3.11.2.1, the following formula for calculation of wage rates shall apply:

The wage rate shall be pro-rata the full-time rates based on variation in the amount of training and/or the amount of work over the period of the *Traineeship*, which may also be varied on the basis of the following formula:

$$\text{Full-time wage rate} \quad \times \quad \frac{\text{Trainee hours - average weekly training time}}{30.4^*}$$

* Note: 30.4 in the above formula represents 38 ordinary full-time hours less the average training time for full-time *Trainees* (ie 20%). A pro-rata adjustment will need to be made in the case where the Award specifies different ordinary full-time hours: for example where the ordinary weekly hours are 40, 30.4 will be replaced by 32.

- (a) *Full-time wage rate* means the appropriate rate as set out in S3.8.4, S3.8.5, S3.8.6 and S3.8.7 of this Schedule.
- (b) *Trainee hours* shall be the hours worked per week including the time spent in *Approved Training*.
- (c) *Average weekly training time* is based upon the length of the *Traineeship* specified in the *Traineeship Agreement* or *Training Agreement* as follows:

$$\frac{\dots 7.6 \times 12}{\text{Length of the } \textit{Traineeship} \text{ in months}}$$

Note 1: 7.6 in the above formula represents the *average weekly training time* for a full-time *Trainee* whose ordinary hours are 38 per week. A pro-rata adjustment will need to be made in the case where the Award specifies different ordinary time hours for example, where the ordinary weekly hours are 40, 7.6 will be replaced by 8.

Note 2: The parties note that the *Training Agreement* will require a *Trainee* to be employed for sufficient hours to complete all requirements of the *Traineeship*, including the on the job work experience and demonstration of competencies. The parties also note that this would result in the equivalent of a full day's on the job work per week.

S3.11.5 Example of the calculation for the wage rate for a part-time traineeship

A school student commences a *Traineeship* in year 11. The ordinary hours of work in the Award are 38. The *Training Agreement* specifies two years (24 months) as the length of the *Traineeship*.

Average weekly training time is therefore $7.6 \times 12/24 = 3.8$ hours.

Trainee hours totals 15 hours; these are made up of 11 hours work which is worked over two days of the week plus 1-1/2 hours on the job training plus 2-1/2 hours off the job *Approved Training* at school and at TAFE.

So the wage rate in year 11 is:

$$\frac{\$221 \times 15 - 3.8}{30.4} \$81.42 \text{ (plus any applicable penalty rates under the Award)}$$

The wage rate varies when the student completes year 11 and passes the anniversary date of 1 January the following year to begin year 12 and/or if *trainee hours* changes.

S3.11.6 Employment conditions for all part-time trainees

S3.11.6.1 A part-time *Trainee* shall receive, on a pro-rata basis, all employment conditions applicable to a full-time *Trainee*. All the provisions of the Award shall apply to part-time *Trainees* except as specified in this Schedule.

S3.11.6.2 However, a *Trainee* undertaking a school based *Traineeship* may, with the agreement of the *Trainee*, be paid an additional loading 20 per cent on all ordinary hours in lieu of annual leave, sick leave, personal leave and public holidays. Notwithstanding this, where a *Trainee* is called upon to work on a public holiday the provisions of the Award shall apply.

S3.11.6.3 A part-time *Trainee* may, by agreement, transfer from a part-time to a full-time *Traineeship* position should one become available.

S3.11.6.4 The minimum engagement periods specified in the Award shall also be applicable to part-time *Trainees*.

SECTION A

Allocation of Traineeships to Wage Levels

Part A, New Training Package Titles

Wage Levels that apply to Certificates under Training Packages

Wage Level A

<i>Training Package</i>	<i>Certificate Level</i>
Administration	I
	II
	III
Assessment and Workplace Training	III
Beauty (National)	III
Black Coal	II
	III
Business Services	I
	II
	III
Chemical, Hydrocarbons and Oil Refining	III
Civil Construction (This Schedule does not apply to these <i>Traineeships</i> where another Award already provides for the <i>Traineeship</i>)	III
Community Services	II
	III
Correctional Services	III
Financial Services	III
Floristry	III
Food Processing Industry	III
Forest & Forest Products	III
Gas Industries (Utilities)	
Hospitality Industry	III
Information Technology	II
	III
Laboratory Operations	III
Local Government (Environmental Health & Regulation)	II
	III
Local Government (General Construction)	III
Local Government (Governance & Administration)	I
	II
	III
Local Government (Government)	II
	III
Manufactured Mineral Products	III
Metal and Engineering Industry	
- Engineering Production Certificate	III
- Technical Traineeship	III
Museum and Library/Information Services	II
	III
National Public Services	II

	III
Plastics, Rubber and Cable-making	III
Public Services	II
	III
Retail	III
Telecommunications	II
	III
Textiles, Clothing and Footwear	III
Tourism	I
	II
	III
Transport and Distribution	III
Water Industries (Utilities)	
Wholesale Training	III

Wage Level B

<i>Training Package</i>	<i>Certificate Level</i>
Aeroskills Industry - This Award does not apply to these traineeships where another Award already provides for the traineeship	II
Asset Maintenance	II
	III
Asset Security	I
	II
	III
Australian Meat Industry	I
	II
	III
Automotive Industry Manufacturing Film, TV, Radio and Multimedia	II
	III
Automotive Industry Retail Service and Repair	II
Beauty (National)	II
Caravan Industry	I
	II
	III
Civil Construction (This Schedule does not apply to these Traineeships where another award already provides for the Traineeship)	I
	II
Entertainment Industry	I
	II
	III
Extractive Industry	II
	III
Floristry	II
Food Processing Industry	I
	II
Forest and Forest Products Industry	I
	II
Gas Industry (Utilities)	II
Hospitality Industry	I
	II
Local Government (General Construction)	I

	II
Manufactured Mineral Products	I
	II
Metal and Engineering Industry	I
	II
National Community Recreation Industry	II
	III
National Fitness Industry	II
	III
National Outdoor Recreation Industry	II
	III
National Sport Industry	I
	II
	III
Plastics, Rubber and Cablemaking	I
	II
Public Safety	II
Printing and Graphic Arts	II
Pulp & Paper Manufacturing Industries	I
	II
Retail	II
Textile, Clothing and Footwear	I
	II
Transport and Distribution	I
	II
Veterinary Nursing	I
	II
	III
Water Industry (Utilities)	II
Wholesale Training	II

Wage Level C

<i>Training Package</i>	<i>Certificate Level</i>
Agriculture	I
	II
	III
Horticulture	I
	II
	III
Music	I
	II
	III
Racing Industry	II
	III
Seafood Industry	I
	II
	III

Part B, Old Traineeships Titles and Wage Levels

Wage Level A

Advanced Engineering Traineeship Level 3
 Advanced Engineering - (A/B)
 Arts Administration
 AVTS AIEW, (ATSI Education Worker) Traineeship Pilot Project
 Bakers Delight - Store Management
 Bank Officer
 Banking ATS
 Basic Horticulture
 Basic Horticulture - Local Government (Tas)
 Building and Construction Administration Clerk
 Certificate Vocational Studies Building and Construction Administration Assistant
 Certificate III in Beauty
 Certificate III in Care Support Services (Personal Assistant)
 Certificate III in Care Support Services (Nursing Assistant)
 Certificate III in Floristry
 Certificate III in Nail Technology/Small Business
 Certificate III in Office Administration
 Certificate III in Retail Operations
 Child Care Worker
 Child Care (NSW)
 Child Care (Qld)
 Child Care (Tas)
 Child Care - Local Govt
 Clerical Processing (Health Practice)
 Communications - Cabling/Equipment Installation
 Communications - Customer Support Streams: Telemarketing; Communications Operator
 Construction Worker Grade 2, Fit Out & Finish
 Construction Worker Grade 2, Structures
 Dental Assistant
 Disability
 Education Industry Traineeships - all streams
 Electrical/Electronics Office Admin
 Health Ancillary Worker, Dental Assistant (Public Sector Only)
 Health Industry Office Skills
 Health Office Skills
 Home & Community Care
 Integration Aide Stream
 Language & Literacy Assistant Stream
 Library Aide (Education)
 Library Assistant
 Library Assistant Stream
 Literacy Support (Education)
 Local Government Maintenance & Construction (Tas)
 Marketing & Management (Cultural Industries)
 Media Journalism
 Medical Office Skills
 Medical Receptionist
 Municipal Administration/Local Government Office Library Assistant (Local Government)
 Municipal Works (Qld)/Local Government Works (NSW)
 Nursing - Division 2 (Enrolled Nurse)
 Office Support Stream
 Optical Dispensing
 Organising Works
 Patient Services Assistant (Public Sector Only)
 Personal Carer
 Real Estate - AVC Pilot
 Real Estate Office
 Residential Aged Care
 State Public Sector Clerical (All States)
 Therapy Assistant

Tourism Traineeship - Streams
Youth Worker

Wage Level B

Aluminium Fabrication
Air Freight Forwarding
Automotive Drafting
Baking
Certificate II in Floristry
Certificate II in Make-up Artistry
Certificate II in Nail Technology
Certificate II in Retail Cosmetic Assistant
Certificate in Food Processing (Rice) - Level 1
Certificate in Food Processing (Rice) - Level 2
Certificate in Pharmaceutical Manufacturing - Level 1
Certificate in Pharmaceutical Manufacturing - Level 2
Certificate Vocational Studies - Electrical
Certificate Vocational Studies - Municipal Maintenance (Vic, Tas)
Certificate Vocational Studies - Municipal Works
Certificate Level 2 Television Operations Techniques
Chemical
Clothing Production
Communications Systems Installation
Community Pharmacy (Operations) - Cert I in Retail
Community Pharmacy (Operations) - Cert II in Retail
Community Pharmacy (Operations - Marketing) - Cert III in Retail
Community Pharmacy (Operations - Supervision) - Cert III in Retail
Computer Assembly
Concrete Worker
Construction Worker Grade 1 - Fit Out & Finish
Construction Worker Grade 1 - Structures
Deckhands
Electrical/Electronic Production CST
Electrical/Electronic Production (non MIA)
Electrical Wholesaling
Electronics Auto Accessories
Electronics Equipment
Electronics Sales
Electrotechnology Manufacturing
Essential Services Operator
Fast Food CST
Fitness Instruction
Food Preparation & Services CST
Food Services (State PS)
Forest Growing
Forest Harvesting
Furnishing Industry Sales (Product Knowledge)
Furniture Production
General & Commercial Waste Management/Resource Recovery
Harvesting
Heating & Cooling
Industrial Blaster/Coater
Lead Lighting
Live Theatre (Technical) (APACA)
Local Government Child Care
Meat Preparation, Packaging & Sales
Merchandising
Millinery
Municipal & General Waste Management
Municipal Works (Vic, SA)
National Meat Processing - Meat Retailing
National Multimedia Industry

Panel Products
Pharmaceutical Manufacturing
Plastics
Pulp & Paper Making
Pulp & Paper Processing
Retail Operations Certificate 2
Retail Waste Management
Sales/Marketing
Sawmilling & Processing
Security System Installation
Support Worker
Survey Assistant
Survey Technical Assistant
Television & Video Production
Television Operations Techniques
Television Operation Traineeship
Textiles
Timber Merchandising
Vehicle Industry Certificate
Vehicle Manufacturing (CST)
Waste Operation
Water Management
Waste Management
Wholesale Customer Services Sales Representative Traineeship

Wage Level C

Aquaculture (Fin Fish & Shell Fish)
Community Radio
Community Radio Broadcasting Certificate 2
Electro Communications
Electro Trades
Floristry
Introductory Training Program - Fit Out & Finish
Introductory Training Program - Structures
Land Conservation & Restoration
Municipal & General Waste Management
Municipal & General Waste Management (Operations)
Music Business
Personal Carer - Assistant in Nursing/Personal Care worker
Pulp & Paper CST
Seafood Handling & Processing
Stablehand/Track Rider
Wardsperson

SECTION B**Traineeship schemes excluded from this Award**

Nil

TRANSPORT WORKERS' (SOUTH AUSTRALIA) AWARD

Appendix A. Workers in Supported Employment

#OPDATE 01:12:93 on and from

1. Scope and Application

1.1 The provisions of this appendix are strictly confined to employees defined as "Workers in Supported Employment".

1.2 Unless otherwise provided in this appendix the provisions of the award shall apply to all such employees.

1.3 Where the provisions of this appendix provide for different conditions than the remainder of the award the provisions of this appendix shall prevail to the extent of any such inconsistency.

1.4 In recognition that the provisions of this appendix have been developed specifically for this category of employee, none of the provisions of this appendix can or will be used as a precedent in any other award matter.

2. Arrangement

Arrangement	2
Attendance at Meetings	8
Bereavement/Compassionate leave	10
Contract of Hiring	4
Definitions	3
Disputes or Grievances Avoidance/ Settlement Procedure	13
Inappropriate Behaviour	6
Leave without Pay	11
Medical, etc Appointments	9
Scope and Application	1
Training and Development leave	7
Wages and Superannuation	5
Workplace Flexibility	12

3. Definitions

Unless the contrary intention appears:

3.1 "Advocate" means a person who primarily represents the interests of a person with a disability in a way consistent with the expressed wishes of the person with a disability, or who acts in the best interests of the person with a disability where he or she is unable to express his or her wishes, in order to assist the person with a disability to exercise control over his or her life.

3.2 "Suspension without pay" means the removal of the employee from the employer's premises during which time the employee shall not be entitled to receive payment for time that would normally have been worked where it not for the suspension.

3.3 "Workers in Supported Employment" means employees:

3.3.1 who are otherwise subject to an exemption under Section 113 of the Industrial and Employee Relations Act 1994;

and

3.3.2 who are entitled to receive an appropriate pension or benefit as a result of their disability;

and

3.3.3 who are in "supported employment" which wholly or partly offers paid employment to persons with disabilities, being persons:

(i) with a disability that is attributable to an intellectual, psychiatric, sensory or physical impairment or a combination of such impairments;

(ii) for whom competitive employment at or above the relevant award wage is unlikely;

(iii) who, because of their disabilities need substantial on-going support to obtain or retain paid employment;

and

(iv) who are being assisted or trained in or by an organisation or body that provides employment services to disabled workers declared by proclamation as being within the ambit of Section 113 of the Industrial and Employee Relations Act 1994.

4. Contract of Hiring

4.1 Work Assessment Period

4.1.1 In order to assess whether or not employees with a disability will be suited to, and benefit from, supported employment at a future date, trial work assessment places may be offered for an initial period not exceeding four (4) weeks on each occasion with a particular employer.

4.1.2 At the completion of such initial assessment period the employment shall terminate unless the employer:

(i) extends the trial period for a further period not exceeding four (4) weeks;

or

(ii) confirms the employment in a category consistent with other employees.

4.1.3 During the work assessment period prescribed herein the employee shall be engaged as a temporary employee and employment may be terminated by the giving of one hours notice by either party by the payment or forfeiture of one hours pay.

4.2 Continued Employment

In situations where the provisions of 4.1. above are not utilised or where ongoing employment in accordance with 4.1.2(ii) is confirmed, the employees shall be employed in accordance with the normal contract of hiring applying in this award.

5. Wages and Superannuation

5.1 Wage Rates

5.1.1 Employers employing persons pursuant to this appendix shall not be required to observe the provisions relating to rates of pay prescribed elsewhere in this award.

5.1.2 Wages shall be paid in accordance with the agreement reached between the employer and the employee. Representative(s) of the employee's choice may participate in the achievement of such agreement. The agreement is to be reduced into writing and a copy provided to the employee at or within five (5) days of commencing employment.

5.2 Superannuation

An employer employing persons pursuant to this appendix shall be required to observe the provisions of the Superannuation Guarantee (Administration) Act 1992 but otherwise shall not be required to observe any other superannuation provisions prescribed in this award.

6. Inappropriate Behaviour

6.1 Employees whose behaviour at the workplace leads to a situation as described in 6.1.1 or 6.1.2 below may be suspended without pay.

6.1.1 Following a physical assault by an employee and where the employee's behaviour presents a significant or continuing danger to any person including the employee. Suspension under this circumstance shall not exceed seven (7) days before review.

6.1.2 Following an assessment that an employee's behaviour presents a dangerous situation to any person including the employee, but where no physical assault has actually occurred. Suspension under this circumstance shall not exceed three (3) days before review.

6.2 Following a suspension, a meeting shall take place between the employer, the employee, the employee's advocate and other appropriate persons within 72 hours to determine the causes of the incident and a means to its resolution. This may be in the form of a further suspension, termination, or a program for reintegration into the work place.

7. Training and Development Leave

7.1 Leave without loss of pay of up to five (5) hours per week shall be granted to employees to attend a training

course approved by the employer as training directly related to the employee's ability to perform their allocated job.

7.2 Leave without pay of up to five (5) hours per week to attend a training or development course recommended by employees' individual program plan shall be granted provided that:

7.2.1 attendance at the course is not possible outside ordinary working hours;

7.2.2 at least 14 days notice of the course dates is given.

8. Attendance at Meetings

8.1 Individual Program Meetings

Time off without loss of pay shall be allowed for employees to attend their own individual program planning meetings.

8.2 Work Site Employee Meetings

Up to three (3) hours total time off per month without loss of pay may be allowed for employees to attend work site meetings dealing with employment related issues with advocacy groups and/or trade unions provided that reasonable notice of the meeting time and date is given, and that such time and date is acceptable to the employer.

9. Medical, etc Appointments

9.1 Leave without loss of pay may be granted for necessary medical and ancillary appointments subject to the following:

(i) that appointments are unable to be made outside ordinary working hours;

(ii) that 24 hours notice is given to the work area;

(iii) that verification by certificate, letter or copy of the appointment card is provided.

9.2 The provisions of 9.1 recognise that people with disabilities may require more than the normally accepted access to such medical and ancillary appointments. In these circumstances requests for leave pursuant to 9.1 shall not be unreasonably refused.

10. Bereavement/Compassionate Leave

10.1 An employee shall on the death of close blood or marital relative or defacto partner, formally appointed advocate, or close and important friend be entitled on notice to leave up to and including the day of the funeral of such person and such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in 2 ordinary days work. Proof of such death shall be furnished by the employee to the satisfaction of the employer if so requested.

10.2 Provided that this clause shall have no operation while the period of entitlement to leave under it coincides with any other period of leave.

11. Leave Without Pay

11.1 Leave of absence without pay may be granted to employees by the employer in the case of illness, temporary inability to work or incompatibility with the work environment or other justifiable pressing necessity where such leave is an addition to any paid leave elsewhere in the Award.

11.2 Such leave without pay may be granted as a result of an application from the employees or their advocate.

12. Workplace Flexibility

The employer may, in establishing employment under this appendix, consult with the employees and their representatives and the appropriate union if applicable and take into account the following matters:

- o vocational orientation
- o work to be performed
- o assessment process for work
- o training and re-training
- o length of time in that work
- o special facilities that may be needed
- o matters relating to the social wage
- o transport
- o project assistance
- o union assistance and union membership
- o equal opportunities matters
- o level of individual support required
- o working conditions.

13. Disputes or Grievances Avoidance/Settlement Procedure

13.1 In applying the dispute settlement provisions of the award primary emphasis shall be given to the involvement of the employees representative or chosen advocate.

13.2 At all stages of the grievance procedure, the employee's right to effective advocacy is recognised by the employer. The employer shall ensure that at all stages, such effective advocacy is provided, the employee having the right to appoint a person of their own choice.

TRANSPORT WORKERS' (SOUTH AUSTRALIA) AWARD

Appendix B. Training Wage Arrangements

OPDATE 14:08:2000 1st pp on or after

Deleted. (See Schedule 3.)

Given under my hand and seal this day of 2003.

(J.M. CORRELL)
INDUSTRIAL REGISTRAR

APPLICATIONS FILED

File No	Description of Document	Date Lodged
04504/2001	AWARD VARIATION Award varied. Clauses and Schedule 1 - Wages, Schedule 2 - Supported Wage Provisions re SWC 2001. Oupdate ppc 23/07/2001.	28/06/2001
03690/2002	AWARD VARIATION Award varied. Schedule 3 Training Wage Arrangements re SWC 2001. Oupdate 01/07/2002.	03/06/2002
04772/2002	AWARD VARIATION Award varied. Cl. 10 Payment of Wages, Cl. 15 Meal Times & Meal Allowances, Cl. 16 Travelling Allowance, Sch. 1 Wages, Sch. 2 Supported Wage Provisions re SWC 2002. Oupdate ppc 23/07/2002.	11/07/2002
04443/2003	AWARD VARIATION Award varied. Cl. 10 Payment of Wages, Cl. 15 Meal Times & Meal Allowances, Cl. 16 Travelling Allowance, Sch. 1 Wages, Sch. 2 Supported Wage Provisions re SWC 2003. Oupdate ppc 23/07/2003.	08/07/2003
04863/2004	AWARD VARIATION Award varied. Cl. 10 Payment of Wages, Cl. 15 Meal Times & Meal Allowances, Cl. 16 Travelling Allowance, Sch. 1 Wages, Sch. 3 Training Wage Arrangements re SWC 2004. Oupdate ppc 23/07/2004.	13/07/2004
06701/2004	AWARD REVIEW S99	28/09/2004
04703/2005	AWARD VARIATION Award varied. Cl. 10 Payment of Wages, Sch. 1 Wages, Sch. 3 Training Wage Arrangements re SWC 2005. Oupdate ppc 23/07/2005.	11/07/2005
04947/2005	AWARD VARIATION	19/07/2005