

## **AP826032CRV - Clerical and Administrative Staff – International Freight Forwarding and Customs Clearing Industry Award 2003**

This Fair Work Australia consolidated award incorporates all amendments up to and including 3 October 2008 (variation [PR983869](#)).

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

[17. Allowances](#)

[25. Shift work](#)

### **About this Award:**

This award supersedes Clerical and Administrative Staff (International Freight Forwarding and Customs Clearing Industry) Award 1992 [AW772317]

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AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

*Workplace Relations Act 1996*

Review of award pursuant to Item 51 of Part 2 of Schedule 5 of the  
*Workplace Relations and Other Legislation Amendment Act 1996*  
(C No. 00829 of 1999)

**CLERICAL AND ADMINISTRATIVE STAFF (INTERNATIONAL FREIGHT  
FORWARDING AND CUSTOMS CLEARING INDUSTRY) AWARD 1992**

(ODN C No. 32143 of 1990)

[Print K5112 [AW772317]]

Various employees

Private transport industry

SENIOR DEPUTY PRESIDENT O'CALLAGHAN

ADELAIDE, 9 JULY 2003

*Award simplification.*

**ORDER**

A. Further to the decisions issued by the Commission on 8 August 2002 [[PR921127](#)] and 9 July 2003 [[PR934444](#)], the above Award is varied as follows:

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

**1. TITLE**

This Award shall be known as the Clerical and Administrative Staff – International Freight Forwarding and Customs Clearing Industry Award 2003.

## 2. ARRANGEMENT

[2 amended by [PR960110](#) [PR966528](#)]

1. Title
2. Arrangement [[PR966528](#)]
3. Anti discrimination
4. Definitions [[PR957749](#)]
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6. Coverage of award and parties bound
7. Relationship with other awards
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### **Part 2 - Enterprise flexibility**

9. Flexibility
  - 9.1 Enterprise flexibility
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  - 17.6 Living away from home allowance
  - 17.7 Higher duties allowance
- 18. Uniforms
- 19. Occupational superannuation
- 20. Supported wage system for employees with disabilities [\[PR966528\]](#)
  - 20.1 Employees eligible for a supported wage
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  - 20.9 Trial period
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- 23. Accident pay

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- 24. Hours of work
  - 24.1 General ordinary hours requirements
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- 26. Meal breaks and rest periods
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- 34. Training

**Schedule A - Respondency [PR940440]**

**Schedule B - Federal Express (Australia) Pty Ltd Enterprise Agreement [PR943176]**

### **3. ANTI DISCRIMINATION**

- 3.1** It is the intention of the respondents to this award to achieve the principle object in section 3(j) of the *Workplace Relations Act 1996* through respecting and valuing the diversity of the workforce by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.
- 3.2** Accordingly, in fulfilling their obligations under the Disputes Resolution Procedure (clause 10), the respondents must make every endeavour to ensure that neither the award provisions nor their operation are directly or indirectly discriminatory in their effects.
- 3.3** Nothing in this clause is to be taken to affect:
- 3.3.1** any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;
  - 3.3.2** junior rates of pay;
  - 3.3.3** an employee, employer or registered organisation, pursuing matters of discrimination in any state or federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission; or
  - 3.3.4** the exemptions in sections 170CK(3) and (4) of the Act.

#### 4. DEFINITIONS

**4.1 Administrative Officer** means any employee of a respondent to this award operating in the international freight forwarding and/or customs clearing industry, who is engaged principally in clerical and/or administrative work.

[4.2 substituted by [PR957749](#) ppc 28Apr05]

**4.2** Continuous service - means service under an unbroken contract of employment and includes any period of leave or absence authorised by the employer or by the award. An authorised period of unpaid leave does not break an employee's continuity of service but does not otherwise count as service.

**4.3 Employer** shall mean any respondent to this award.

**4.4 Union** shall mean the Australian Municipal, Administrative, Clerical and Services Union.

## **5. COMMENCEMENT DATE OF AWARD AND PERIOD OF OPERATION**

This Award will come into operation from 21 July 2003 and shall remain in force for a period of six (6) months.

**6. COVERAGE OF AWARD AND PARTIES BOUND**

- 6.1** The industry covered by this Award is clerical and administrative work, in, or in connection with international freight forwarding and customs broking and clearing.
- 6.2** This Award shall apply to the employment, in any part of Australia, of clerical and administrative employees bound by this Award.
- 6.3** This Award is binding on:
- 6.3.1** The Australian Municipal, Administrative, Clerical and Services Union, its Branches, Officers and their members, who are employed in any of the classifications specified in clause 16 of this Award and who are employed by employers bound by this Award.
- 6.3.2** The Employers specified in Schedule “A” of this Award in respect of all their clerical and administrative employees whether members of the union or not and who are required to perform work covered by this Award.

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

- 7.1 This Award supersedes the *Clerical and Administrative Staff (International Freight Forwarding and Customs Clearing Industry) Award 1992* and the *Clerks (Air Freight Forwarding and Customs Clearing Industry) Superannuation Award 1987*, relating to employment in the industry covered by this Award, but no right, obligation or liability accrued or incurred under such the previous Award will be affected.
- 7.2 No person employed by a respondent employer at the time of the making of this Award shall, whilst engaged by the same employer, suffer any loss of salary or any other benefit enjoyed prior to the operation of this Award including the maintenance of all accrued entitlements and benefits. This does not apply in respect of benefits that were deleted from the Award as not allowable.

## **8. EXHIBITION OF AWARD**

Advice of this Award shall be exhibited by each employer on their premises in a place or places accessible to all employees, together with advice of where a copy of the Award can be inspected. A copy of the Award shall be accessible to all employees at any time whilst work is being performed.

## **PART 2 - ENTERPRISE FLEXIBILITY**

### **9. FLEXIBILITY**

#### **9.1 Enterprise Flexibility**

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

- 9.1.1** A consultative mechanism and procedures appropriate to the size, structure and needs of the enterprise or workplace shall be established.
- 9.1.2** For the purpose of the consultative process, the employees may nominate a union or another to represent them.
- 9.1.3** Where an agreement is reached an application may be made to the Commission.

#### **9.2 Facilitative Provisions**

This Award contains the following facilitative provisions:

<b>CLAUSE TITLE</b>	<b>CLAUSE NUMBER</b>
Part-time employees - hours of work	13.4
Option for annualised salary	16.2
Uniforms	18
Payment of wages - method of payment	21
Emergency disruption to services	22
Hours of work	
- method of working ordinary hours	24.1
- make-up time	24.3
- starting times	24.4
- finishing times	24.5
Shift work	25.5
Meal breaks and rest periods	26.2
Overtime	
- time off in lieu of payment for overtime	27.6
Public holidays	
- substitution/varying day of taking	33.4

#### **9.3 Notice Board**

The employer shall permit a notice board to be erected in each enterprise, or part of the enterprise, to facilitate communication between employees and/or their union representatives (or other employee representatives).

## **PART 3 - CONSULTATION AND DISPUTE RESOLUTION**

### **10. DISPUTE RESOLUTION PROCEDURE**

**10.1** A procedure for the avoidance or resolution of disputes will apply in all enterprises covered by this Award. The mechanism and procedures for resolving industrial disputes will include, but not be limited to, the following:

**10.1.1** The employee/s concerned will first meet and confer with their immediate supervisor. The employee/s may appoint another person to act on their behalf, which person may be a shop steward or delegate of the union.

**10.1.2** Where another employee representing the employees becomes involved he/she shall be allowed the necessary time during working hours to interview the employees and the supervisor, and management if necessary.

**10.1.3** If the matter is not resolved at such a meeting the parties will arrange further discussions involving more senior management as appropriate. The employees may invite a union official or other representative to be involved in the discussions.

The employees, shop steward, delegate or representative shall be allowed at a time and place designated by the employer, a reasonable period of time during working hours to interview duly accredited Officials of a relevant Union.

**10.1.4** If the matter remains unresolved, the employer may refer it to a more senior level of management. The employee may invite a union official or other person to represent him/her/them in the discussions. In the event there is no agreement to refer the matter to a more senior level or it is agreed that such a reference would not resolve the matter, the parties may jointly or individually refer the matter to the Australian Industrial Relations Commission for assistance in resolving the matter. In the event that the dispute is unable to be resolved through conciliation it shall be the subject of arbitration.

**10.2** In order to facilitate the procedure in 10.1:

**10.2.1** The party with the grievance must notify the other party at the earliest opportunity of the problem;

**10.2.2** Throughout all stages of the procedure all relevant facts must be clearly identified and recorded;

**10.2.3** Sensible time limits must be allowed for completion of the various stages of discussion. However, the parties must co-operate to ensure that the dispute resolution procedures are carried out as quickly as possible.

### 10.3 Redundancy disputes

[10.3 inserted by [PR957749](#) ppc 28Apr05]

**10.3.1** Paragraphs 10.3.2 and 10.3.3 impose additional obligations on an employer where an employer contemplates termination of employment due to redundancy and a dispute arises (a **redundancy dispute**). These additional obligations do not apply to employers who employ fewer than 15 employees.

**10.3.2** Where a redundancy dispute arises, and if it has not already done so, an employer must provide affected employees and the relevant union or unions (if requested by any affected employee) in good time, with relevant information including:

- the reasons for any proposed redundancy;
- the number and categories of workers likely to be affected; and
- the period over which any proposed redundancies are intended to be carried out.

**10.3.3** Where a redundancy dispute arises and discussions occur in accordance with this clause the employer will, as early as possible, consult on measures taken to avert or to minimise any proposed redundancies and measures to mitigate the adverse affects of any proposed redundancies on the employees concerned.

## **11. TRAINING FOR REPRESENTATIVES**

### **11.1 Representatives and Training of Representatives**

The employers will ensure an appropriate course of training is available on a paid basis for employees nominated and duly elected to represent employees or groups of employees covered by this Award.

## **PART 4 - EMPLOYMENT RELATIONSHIP**

### **12. EMPLOYEE TO PERFORM RANGE OF DUTIES**

Employees within each grade are to perform a wide range of duties including work which is incidental or peripheral to their main tasks or functions. Provided it is consistent with a safe and healthy working environment the employer shall have the right to direct an employee to perform such duties and use such equipment as may be required, which are within the limits of the employee's skills, competence and training.

## **13. EMPLOYMENT CATEGORIES**

Employees under this Award will be employed in one of the following categories:

- (a) full time employees; or
- (b) regular part-time employees; or
- (c) fixed term employees; or
- (d) casual employees.

At the time of engagement an employer will inform each employee of the terms of their engagement and, in particular, whether they are to be full-time, regular part-time, fixed term or casual.

### **13.1 Probationary Employment**

**13.1.1** An employer may initially engage a full-time or part-time employee for a period of probationary employment for the purpose of determining the employee's suitability for ongoing employment. The employee must be advised in advance that the employment is probationary and of the duration of the probation which can be up to but not exceeding three months.

**13.1.2** A probationary employee is for all purposes of the Award a full-time, part-time or fixed term employee.

**13.1.3** Probationary employment forms part of an employee's period of continuous service for all purposes of the Award, except where otherwise specified in this Award.

### **13.2 Full-time Employment**

Any employee not specifically engaged as being a part-time, fixed term or casual employee shall be, for all purposes of this Award, a full-time employee, unless otherwise specified.

### **13.3 Casual Employment**

**13.3.1** Casual clerical employees shall be persons who are employed to work by the hour on a regular and non-systematic basis provided that a casual employee who has been engaged to work and has worked for a weekly average of at least three days over a six month period is entitled to be appointed as a permanent or fixed term employee (either full-time or part-time). Should the employee seek such permanent or fixed term employment, the employer shall not unreasonably refuse to so appoint the employee, but the employer may impose reasonable conditions governing such employment.

**13.3.2** The hourly rate for a casual employee shall be the ordinary hourly rate applicable to the classification for which the casual employee is engaged plus 28.33% of such hourly rate. Each engagement shall stand alone with a minimum payment for three (3) hours worked.

**13.3.3** The loading constitutes part of the casual employee's all purpose rate and is in lieu of entitlements for annual leave, sick leave, public holidays, jury service, carer's leave, bereavement leave.

**13.3.4 Caring responsibilities**

[13.3.4 inserted by [PR966528](#) ppc 26Dec05]

**13.3.4(a)** Subject to the evidentiary and notice requirements in clauses 30.8 and 30.9, casual employees are entitled to not be available to attend work, or to leave work:

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

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

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

**13.4 Regular Part-time Employment**

**13.4.1** An employee may be engaged to work on a regular part-time basis involving a regular pattern of hours which shall average less than 38 hours per week. The spread of ordinary hours shall be the same as those prescribed for full-time employees.

**13.4.2** Before commencing part-time employment, the employee and employer must agree:

**13.4.2.1** upon the hours to be worked by the employee, the days upon which they will be worked and the commencing and finishing times for the work;

**13.4.2.2** upon the classification applying to the work to be performed as scheduled in clause 16.4 of this Award.

**13.4.3** Except as otherwise provided in this Award, a part-time employee is entitled to be paid for the hours agreed upon in accordance with clause 13.4.2.

**13.4.4** The terms of the agreement reached in accordance with clause 13.4.2 or any variation to it shall be in writing and retained by the employer. A copy of the agreement and any variation to it shall be provided to the employee by the employer. At any time the parties may agree to vary the terms of the agreement.

**13.4.5** The terms of this Award shall apply pro rata to part-time employees on the basis that ordinary weekly hours for full-time employees are 38.

**13.4.6** Where the part-time employee's normal paid hours fall on a public holiday prescribed in clause 33 and work is not performed by the employee, such employee shall not lose pay for the day. Where the part-time employee works on the holiday, the employee shall be paid in accordance with clause 33 of this Award.

**13.4.7 Overtime**

A part-time employee who is required by the employer to work in excess of the hours agreed upon in accordance with 13.4.2, shall be paid overtime in accordance with clause 27 of this Award. Provided that any such overtime hours may be compensated for by allowing time off in lieu of payment hereof as provided in clause 27.6. In circumstances where the nature of the business requires flexibility in working hours on the part of a part-time employee (eg unpredictability of international carrier schedules), an employer may agree with an employee for the payment of all hours worked on any one day up to ten (10) per day to be paid at the employee's ordinary rate of pay with pay with overtime rates not to commence until the employee has worked in excess of the agreed hours in any one week.

**13.4.8 Hourly Rate for Part-Time Employees**

Part-Time employees shall be paid an hourly rate equal to the appropriate weekly Classification rate as set out in clause 16.4 divided by thirty-eight.

**13.5 Employment for a Specific Period of Time or a Specific Task or Tasks (fixed term employment)**

**13.5.1** An employee may be engaged on a full-time or part-time basis for a specific period of time or for a specific task(s).

**13.5.2** The details of the specific period of time or specific task(s) shall be set out in writing and retained by the employer. The employer shall provide a copy to the employee.

- 13.5.3** An employee engaged in accordance with 13.5.1 is for all purposes of the Award a full-time or part-time employee, for the duration of the specified fixed term, except where otherwise specified in this Award.
- 13.5.4** Service under a contract of employment for a specific period of time or specific task(s) shall form part of an employee's period of continuous service, where such employee is engaged as a full-time or part-time employee immediately following such contract of employment.
- 13.5.5** This clause may be used for particular or special circumstances such as special projects, leave replacement and peak periods.

## 14. NOTICE OF TERMINATION

[14 Termination of Employment title changed and substituted by [PR957749](#) ppc 28Apr05; corrected by [PR958228](#) ppc 28Apr05]

### 14.1 Notice of termination by employer

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

<b>Period of continuous service</b>	<b>Period of notice</b>
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

**14.1.2** In addition to the notice in 14.1.1, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, are entitled to an additional week's notice.

**14.1.3** Payment in lieu of the prescribed notice in 14.1.1 and 14.1.2 must be made if the appropriate notice period is not required to be worked. Provided that employment may be terminated by the employee working part of the required period of notice and by the employer making payment for the remainder of the period of notice.

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

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

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

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

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

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

**14.1.5(b)** to apprentices;

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

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

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

**14.1.6** Continuous service is defined in clause 4.2.

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

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

**14.2.2** If an employee fails to give the notice specified in 14.1.1 the employer has the right to withhold monies due to the employee to a maximum amount equal to the amount the employee would have received under 14.1.4.

## **14.3 Job search entitlement**

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

## **14.4 Transmission of business**

Where a business is transmitted from one employer to another, as set out in clause 15 - Redundancy, the period of continuous service that the employee had with the transmitter or any prior transmitter is deemed to be service with the transmittee and taken into account when calculating notice of termination. However, an employee shall not be entitled to notice of termination or payment in lieu of notice for any period of continuous service in respect of which notice has already been given or paid for.

## 15. REDUNDANCY

[15 substituted by [PR957749](#) ppc 28Apr05; corrected by [PR958228](#) ppc 28Apr05]

### 15.1 Definitions

- 15.1.1 Business** includes trade, process, business or occupation and includes part of any such business.
- 15.1.2 Redundancy** occurs where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone and that decision leads to the termination of employment of the employee, except where this is due to the ordinary and customary turnover of labour.
- 15.1.3 Small employer** means an employer who employs fewer than 15 employees.
- 15.1.4 Transmission** includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and **transmitted** has a corresponding meaning.
- 15.1.5 Week's pay** means the ordinary time rate of pay for the employee concerned. Provided that such rate shall exclude:
- overtime;
  - penalty rates;
  - disability allowances;
  - shift allowances;
  - special rates;
  - fares and travelling time allowances;
  - bonuses; and
  - any other ancillary payments of a like nature.

### 15.2 Transfer to lower paid duties

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

### 15.3 Severance pay

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

An employee, other than an employee of a small employer as defined in 15.1, whose employment is terminated by reason of redundancy is entitled to the following amount of severance pay in respect of a period of continuous service:

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

\* **Week's pay** is defined in 15.1.

### **15.3.2 Severance pay – employees of a small employer**

An employee of a small employer as defined in 15.1 whose employment is terminated by reason of redundancy is entitled to the following amount of severance pay in respect of a period of continuous service:

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

\* **Week's pay** is defined in 15.1.

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

**15.3.4** Continuity of service shall be calculated in the manner prescribed by clause 4.2. Provided that service prior to 28 June 2004 shall not be taken into account in calculating an entitlement to severance pay for an employee of a small employer pursuant to 15.3.2.

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

#### **15.4 Employee leaving during notice period**

An employee given notice of termination in circumstances of redundancy may terminate his/her employment during the period of notice set out in clause 14 - Notice of Termination. In this circumstance the employee will be entitled to receive the benefits and payments they would have received under this clause had they remained with the employer until the expiry of the notice, but will not be entitled to payment in lieu of notice.

#### **15.5 Alternative employment**

- 15.5.1** An employer, in a particular redundancy case, may make application to the Commission to have the general severance pay prescription varied if the employer obtains acceptable alternative employment for an employee.
- 15.5.2** This provision does not apply in circumstances involving transmission of business as set in 15.7.

#### **15.6 Job search entitlement**

- 15.6.1** During the period of notice of termination given by the employer in accordance with 14.1, an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- 15.6.2** If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or he or she shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.
- 15.6.3** The job search entitlements under this subclause apply in lieu of the provisions of 14.3.

#### **15.7 Transmission of business**

- 15.7.1** The provisions of this clause are not applicable where a business is before or after the date of this award, transmitted from an employer (in this subclause called the **transmittor**) to another employer (in this subclause called the **transmittee**), in any of the following circumstances:
- 15.7.1(a)** Where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee; or
- 15.7.1(b)** Where the employee rejects an offer of employment with the transmittee:

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

**15.7.2** The Commission may vary 15.7.1(b) if it is satisfied that this provision would operate unfairly in a particular case.

### **15.8 Employees exempted**

This clause does not apply to:

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

### **15.9 Incapacity to pay**

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

## **PART 5 - RATES OF PAY AND RELATED MATTERS**

### **16. CLASSIFICATIONS AND RATES OF PAY**

#### **16.1 Rates of Pay for Adult Employees**

Full-time employees, other than those specified in clauses 16.3 and 20 shall be entitled to receive the minimum weekly rate of pay for the relevant classification as set out in the table in clause 16.1.1.

##### **16.1.1 Schedule of Rates of Pay**

[16.1.1 varied by [PR935232](#) [PR948217](#); [PR960110](#) ppc 06Jul05]

<b>Classification</b>	<b>Minimum Weekly Rates</b>
1	541.00
2	561.40
3	578.20
4	601.30
5	632.40
6	671.90
7	690.70
8	744.90

#### **16.2 Option for Annualised Salary**

**16.2.1** As an alternative to an employee's being paid the weekly amount provided in the foregoing clause 16.1.1, an employer may agree with an employee or employees that such employee(s) be paid in periodic payments, fortnightly or monthly, at a rate equivalent to an annual salary of at least 39% above the rate prescribed in the clause 16.1.1 multiplied by 52 for the work being performed.

**16.2.2** The option for Annualised Salary is available only to employees engaged at the Grades 5, 6, 7 and 8.

**16.2.3** In such cases, an employer shall not be required to pay the overtime rate provided in clause 27.1, Saturday or Sunday set out in clause 27.5, the annual leave bonus in clause 29.1 and allowances provided in clause 17 (with the exception of the Vehicle Allowance in clause 17.1) in addition to the weekly Award rate.

**16.2.4** Notwithstanding 16.2.1, the salary paid to an employee under this clause must be sufficient to cover what the employee would have been entitled to if all Award entitlements had been complied with.

**16.2.5** In the event of termination of employment prior to the completion of a full year, the salary paid during such period of employment must be sufficient to cover what the employee would have been entitled to if all Award overtime and penalty rate payment requirements, had been complied with.

- 16.2.6** An employee being paid according to this clause may be required to work on an arrangement agreed to pursuant to clause 24.3 and shall ordinarily be entitled to a minimum of eight days off in each four-week cycle. If such an employee is required to work on a public holiday, the employee shall be entitled to a day off in lieu of the public holiday, or to a day added to his or her annual leave entitlement.
- 16.2.7** If an employee is working both weekend days in ordinary hours pursuant to clause 24.4 the rate set out in 16.2.1 shall be 76 %.
- 16.2.8** An employee being paid according to this clause shall be provided with a copy of the agreement governing the operation of the clause and including the relevant classification, normal starting and finishing times and annual salary paid.
- 16.2.9** At the employee's request, or at least annually, a review of the salary arrangement will be conducted to ensure that the arrangement covers at least what the employee would have been entitled to if all award entitlements were paid.
- 16.2.10** In the event that any grievance arises out of the implementation or operation of the provisions of this sub-clause, the matter shall be dealt with as a dispute under the provisions of clause 10.

### **16.3 Junior Rates**

Juniors shall be paid at the following percentage rate of the total adult minimum wage payable at 21 years for the classification in which they are engaged:

<b>Age</b>	<b>Percentage of Wage Payable at age 21</b>
	%
17 years and under	65
At 18 and 19 years	80
At 20 years	90

[16.3.1 varied by [PR935232](#) [PR948217](#); [PR960110](#) ppc 06Jul05]

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

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

## **16.4 Classification Structure**

**16.4.1** All employees, employed in the international freight forwarding and customs clearing industry who perform general clerical and administrative functions, will be graded by each respective employer in one of the following classifications. Employees may be required to possess and use skills at the required skill level of the previous grade(s) as a condition of their being retained at the relevant level within the structure, unless the context of the position otherwise requires, for example, Finance Officer, Sales Clerk.

Grade 1 Administration Clerical Employee

Grade 2 Administration Clerical Employee/Level 2

Grade 3 Administration Clerical Officer/Customs Clerk

Grade 4 Senior Administration Clerical Officer/Import Clerk

Grade 5 Administration Clerical Officer (Level 5)/Import Clerk

Grade 6 Administration Clerical Officer –(Level 6)/Export Clerk/Import Operations Supervisor

Grade 7 Export Operations Supervisor/Customs Compiler

Grade 8 Customs Agent/Financial Controller

### **16.4.2 Descriptors**

The descriptors relevant to the above Grades are as follows:

<b>Grade</b>	<b>Description</b>
<b>1</b>	A Clerical or administrative employee who works under direct supervision and who performs routine repetitive duties requiring a basic level of skills and knowledge. An employee at this level may be required to perform duties out of office, which duties may include driving a motor vehicle.
<b>2</b>	A Clerical employee who performs the work of a Grade 1 employee under supervision but requiring greater level of basic skill in communication, information, using equipment and interpersonal relationships, principally as a result of experience and on-the-job instruction; fundamental knowledge of company activities and business procedures. Expected to accept limited responsibility and accountability, and to exercise minor decision making within assigned tasks and routines.

With respect to performing duties specifically required for International Freight Forwarders/Customs Brokers, an employee at this level will be required to have a basic knowledge of Customs, Quarantine and associated clearance/export processes and procedures and shall be able to exercise minor decision-making within the assigned area of work, subject to direction.

Grade	Description
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An employee at this level can handle information requests and communication and apply a basic level of enterprise knowledge to the tasks performed. The employee is able to operate basic office equipment and file a standard work schedule, including calculating and dealing with basic money problems.

An employee at this level will be expected to have completed, or be undertaking, the Certificate II in Business (Small Business Traineeship in Australian and International Trade Facilitation) or equivalent module “International Trade and Export Procedures” in Certificate IV Australian and International Trade Facilitation.

**3** An employee engaged at this level to perform clerical/administrative work shall be classified as a Clerical Officer, and shall largely work under routine supervision, and shall demonstrate a level of skill above that required of a Grade 2 employee.

An employee at this level shall be able to perform the duties of a Grade 2 employee, and in addition shall be able to demonstrate skills in the following areas:

An employee at this level is able to perform audio typing, word processing, data entry and processing work, stenography, administrative assistance, cashier/teller duties, business machine operation, payroll clerical functions, receiving and dispatching clerical functions, and general clerical duties requiring some advanced level of skill.

An employee at this level provides information and responds to an act of communications. The employee is able to apply enterprise knowledge to performance of work and is able to establish his or her own work schedule and by responsible for his or her own output. The employee is able to identify and solve routine problems, and to calculate numerical and related information. The employee has superior information technology operating skills, using common enterprise programmes.

With respect to duties required in connection with duties in an International Freight Forwarding/Customs Brokerage establishment, employees at this level shall be required to have completed or have partially completed, the Certificate III in Business (Office Administration) or Certificate IV in Australian and International Trade Facilitation and to demonstrate the relevant level of competency within the following modules:

- Managing Operations – Customer Service
- Presenting Reports
- International Trade and Export Procedures
- Customs Authorities and Functions
- Permit Issuing Authorities AQIS ANCA GST

Grade	Description
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Such an employee shall be classified as a Customs Clerk or Junior Import/Export Clerk.

An employee at this level works under routine supervision and may be required to provide leadership and direction for up to five employees.

A person who has a knowledge of software systems and who is able to undertake basic design and testing services and provide technical training of other clerical staff, shall be classified at no less than this grade.

- 4 An employee classified at this level works under occasional supervision and shall be able to demonstrate that he/she can perform all of the duties applying to a Grade 3 employee, and may be described under any of the following job classifications:

Secretary

Engaged as a Secretary/Personal or Administrative Assistant to a management person. Employees at this level shall be required to have completed or have partially completed, the Certificate IV in Business (Administration) and competencies within Certificate IV in Australian and International Trade Facilitation modules:

Managing Operations – Customer Service  
 Managing and Organising Work – Goal Achievement  
 Presenting reports

and a combination of:

International Trade and Export Procedures  
 Customs Authorities and Functions  
 Permit Issuing Authorities AQIS ANCA GST

Clerical/Administrative Officer

Being an employee engaged in computer operating (requiring a greater degree of skill than simple data entry), administrative and/or research personnel.

Employees at this level shall be required to have completed or have partially completed, the Certificate IV in Business Administration and Certificate IV Australian and International Trade Facilitation modules:

Managing Operations – Customer Service  
 Presenting Reports  
 International Trade and Export Procedures  
 Customs Authorities and Functions  
 Permit Issuing Authorities AQIS ANCA GST

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<b>Grade</b>	<b>Description</b>
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### Import Clerk

Being an employee engaged in an International Freight Forwarding/Customs Brokerage establishment to be responsible for co-ordinating progression of documents through clearance process from registration to final clearance.

With respect to duties required in connection with duties in an International Freight Forwarding/Customs Brokerage establishment, employees at this level shall be required to have completed equivalent competencies in the Certificate III in Business (Office Administration) or Certificate IV in Australian and International Trade Facilitation and to demonstrate the relevant level of competency within the following modules:

- Managing Operations – Customer Service
- Managing and Organising Work – Goal Achievement
- Accounting for Non-Accountants
- Commercial Law
- Presenting reports
- International Trade and Export Procedures
- Customs Authorities and Functions
- Permit Issuing Authorities AQIS ANCA GST
- Customs Clearance Practices
- Tariff 1

### Export Clerk

Being an employee engaged in an International Freight Forwarding/Customs Brokerage establishment to be responsible for co-ordinating progression of documents from receipt of shipping requests to final export of consignments.

With respect to duties required in connection with duties in an International Freight Forwarding/Customs Brokerage establishment, employees at this level shall be required to have completed equivalent competencies in the Certificate III in Business (Office Administration) or Certificate IV in Australian and International Trade Facilitation and to demonstrate the relevant level of competency within the following modules:

- Managing Operations – Customer Service
- Managing and Organising Work – Goal Achievement
- Accounting for Non-Accountants
- Commercial Law
- Presenting reports
- International Trade and Export Procedures
- Customs Authorities and Functions
- Permit Issuing Authorities AQIS ANCA GST

Grade	Description
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Customs Clearance Practices  
 Dangerous Goods  
 International Trade Finance  
 International Freight Forwarding I

An employee classified at this level may be required to manage the work of three and up to eight employees.

Sales Clerk

An employee engaged in selling customs broking and International freight forwarding services.

With respect to duties required in connection with duties in an International Freight Forwarding/Customs Brokerage establishment, employees at this level shall be required to have completed equivalent competencies in the Certificate III in Business (Office Administration) or Certificate IV in Retail and to demonstrate the relevant level of competency within the following modules:

Managing Operations – Customer Service  
 Managing and Organising Work – Goal Achievement  
 Accounting for Non-Accountants  
 Commercial Law  
 Presenting reports  
 International Trade and Export Procedures

and a combination of competency within modules:

International Trade and Export Procedures  
 Customs Authorities and Functions  
 Permit Issuing Authorities AQIS ANCA GST  
 Customs Clearance Practices  
 Dangerous Goods  
 International Trade and Export Procedures  
 International Trade Finance  
 International Freight Forwarding I

An employee classified at this level shall be responsible for his/her own work performance and output, consistent with the Statement of Duties provided.

- 5 An employee classified at this level shall work largely unsupervised and shall be able to demonstrate that he/she can perform all of the duties applying to a Grade 4 employee. Such employee may be described under any of the following job classifications:

Grade	Description
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Finance/Credit Officer  
 Book-keeper  
 Accounts Clerk  
 Payroll Officer

With respect to duties required in connection with duties in an International Freight Forwarding/Customs Brokerage establishment, employees at this level shall be required to have completed or partially completed relevant competencies within the Certificate IV in Business (Administration) or Certificate IV in Accounting.

**Senior Administration, Clerical Officer**

With respect to duties required in connection with duties in an International Freight Forwarding/Customs Brokerage establishment, employees at this level shall be required to have completed or partially completed relevant competencies within the Certificate IV in Business (Administration) or competencies within Certificate IV in Australian and International Trade Facilitation International Freight Forwarders Strand modules:

Managing Operations – Customer Service  
 Managing and Organising Work – Goal Achievement  
 Accounting for Non-Accountants  
 Commercial Law  
 Presenting reports  
 International Trade and Export Procedures  
 Customs Authorities and Functions  
 Permit Issuing Authorities AQIS ANCA GST

And a combination of Customs Broking Strand or International Freight Forwarding Strand modules:

Customs Clearance Practices  
 Tariff 1  
 Tariff 2  
 Valuation  
 Customer Review Practices  
 Dangerous Goods  
 International Trade Finance  
 International Freight Forwarding I  
 International Freight Forwarding 2

Special Cargo's or equivalent within:

Frontline Management Standards – Level IV  
 Diploma of Business (Administration) Certificate V

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<b>Grade</b>	<b>Description</b>
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Senior Import Clerk

An employee classified at this grade shall be engaged specifically in connection with the importation of international freight and shall have completed the following modules in Certificate IV in Australian and International Trade Facilitation and to demonstrate the relevant level of competency within the following modules:

- Managing Operations – Customer Service
- Managing and Organising Work – Goal Achievements
- Accounting for Non-Accountants
- Commercial Law
- Presenting Reports
- International Trade and Export Procedures
- Customs Authorities and Functions
- Permit Issuing Authorities AQIS ANCA GST
- Customs Clearance Practices
- Tariff 1
- Tariff 2

Senior Export Clerk

An employee classified at this grade shall have been engaged specifically in connection with the exportation of International Freight and employees at this level shall be required to have completed the following modules in Certificate IV in Australian and International Trade Facilitation and to demonstrate the relevant level of competency within the following modules:

- Managing Operations – Customer Service
- Managing and Organising Work – Goal Achievements
- Accounting for Non-Accountants
- Accounting
- Commercial Law
- Presenting Reports
- International Trade and Export Procedures
- Customs Authorities and Functions
- Permit Issuing Authorities AQIS ANCA GST
- Customs Clearance Practices
- Dangerous Goods
- International Trade Finance
- International Freight Forwarding 1
- International Freight Forwarding 2

Grade	Description
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Cartage Clerk

An employee responsible for co-ordinating and costing transport of import or export cargo.

An employee at this level shall be required to have completed the following modules in Certificate IV in Australian and International Trade Facilitation and to demonstrate the relevant level of competency within the following modules:

- Managing Operations – Customer Service
- Managing and Organising Work – Goal Achievements
- Accounting for Non-Accountants
- Commercial Law
- Presenting Reports
- International Trade and Export Procedures
- Customs Authorities and Functions
- Permit Issuing Authorities AQIS ANCA GST
- Customs Clearance Practices
- Dangerous Goods
- International Trade Finance
- International Freight Forwarding 1

Ramp Clerk

An employee engaged at ports in connection with forwarding or receipt of international freight.

Employees at this level shall be required to demonstrate the relevant level of competency within the following completed modules in Certificate IV in Australian and International Trade Facilitation or to demonstrate the relevant level of competency within the following modules:

- Managing Operations – Customer Service
- Managing and Organising Work – Goal Achievements
- Accounting for Non-Accountants
- Commercial Law
- Presenting Reports
- International Trade and Export Procedures
- Customs Authorities and Functions
- Permit Issuing Authorities AQIS ANCA GST
- Customs Clearance Practices
- Dangerous Goods
- International Trade Finance
- International Freight Forwarding 1

Grade	Description
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*Customer Service Clerk*

An employee engaged to provide customer services to clients and to undertake associated duties in, or in connection therewith.

Employees at this level shall be required to demonstrate the relevant level of competency within the following completed modules in Certificate IV in Australian and International Trade Facilitation:

- Managing Operations – Customer Service
- Managing and Organising Work – Goal Achievements
- Accounting for Non-Accountants
- Commercial Law
- Presenting Reports
- International Trade and Export Procedures
- Customs Authorities and Functions
- Permit Issuing Authorities AQIS ANCA GST
- Customs Clearance Practices
- Dangerous Goods
- International Trade Finance
- International Freight Forwarding 1

An employee at this level shall exercise a high degree of skill in relation to providing information and responding and acting on communications, applying an advanced level of enterprise knowledge and knowledge of Company procedures to task. This employee to organise his or her own work schedule and be responsible for the achieving of targets set in relation to achieving those targets. The employee should be able to identify and solve problems and to clarify issues as they arise. The employee shall be able to calculate numerically related information and to undertake complicated and non-routine tasks. The employee shall have advanced information technology skills and be able to effectively use basic specialised packages. The employee shall be able to operate office equipment and produce documents relating to the business to an advanced level.

An employee engaged at this level may be required to co-ordinate and supervise eight employees and shall, in addition to being responsible for his or her own work output, be responsible for the work performance and output of a section within the Company.

- 6** An employee engaged at this level shall be engaged principally in, or in connection with, performance of work associated with the business of an International Freight Forwarder/Customs Brokerage enterprise, in the following areas:

Grade	Description
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Compiler Class 1

Employees classified as Compiler Class 1 shall be required to have completed the following modules in the Certificate IV Australian and International Trade Facilitation - Customs Brokers Strand.

- Managing Operations – Customer Service
- Managing and Organising Work – Goal Achievements
- Accounting for Non-Accountants
- Commercial Law
- Presenting Reports
- International Trade and Export Procedures
- Customs Authorities and Functions
- Permit Issuing Authorities AQIS ANCA GST
- Customs Clearance Practices
- Dangerous Goods
- International Trade Finance
- International Freight Forwarding 1

Import Operations Supervisor

Employees classified as Import Operations Supervisor shall be required to have completed the relevant modules in the Certificate IV Australian and International Trade Facilitation Customs Strand or the International Freight Forwarding Strand as follows:

- Managing Operations – Customer Service
- Managing and Organising Work – Goal Achievements
- Accounting for Non-Accountants
- Commercial Law
- Presenting Reports
- International Trade and Export Procedures
- Customs Authorities and Functions
- Permit Issuing Authorities AQIS ANCA GST
- Customs Clearance Practices
- Tariff 1
- Tariff 2
- Valuation
- Customs Review Practices

Export Operations Supervisor

Employees classified as Export Operations Supervisor shall be required to have completed the relevant modules in the Certificate IV Australian and International Trade Facilitation Customs Strand or the International Freight Forwarding Strand with achievement of competencies in the following:

Grade	Description
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Managing Operations – Customer Service  
 Managing and Organising Work – Goal Achievements  
 Accounting for Non-Accountants  
 Commercial Law  
 Presenting Reports  
 International Trade and Export Procedures  
 Customs Authorities and Functions  
 Permit Issuing Authorities AQIS ANCA GST  
 Dangerous Goods  
 International Trade Finance  
 International Freight Forwarding 1 & 2  
 Special Cargo's  
 Advanced International Freight Forwarding

An employee engaged at this level shall be responsible for his/her own work output and shall work without supervision. Such employee may be responsible for the work performance and output of the section of the business if so directed.

- 7 An employee classified at this level shall be employed in an International/ Freight Forwarder/ Customs Brokers establishment and shall otherwise be able to demonstrate that he/she can perform all of the duties applying to a Grade 6 employee, and shall be described under the following job classification:

Compiler Class 2

An employee classified as a Compiler Class 2 shall be required to have completed relevant modules in Certificate IV in Australian and International Trade Facilitation Customs Brokers Strand with achievement of competencies in the following:

Managing Operations – Customer Service  
 Managing and Organising Work – Goal Achievements  
 Accounting for Non-Accountants  
 Commercial Law  
 Presenting Reports  
 International Trade and Export Procedures  
 Customs Authorities and Functions  
 Permit Issuing Authorities AQIS ANCA GST  
 Customs Clearance Practices  
 Tariff 1  
 Tariff 2  
 Valuation  
 Customs Review Practices  
 Advanced Customs Broking

Grade	Description
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An employee engaged at this level shall be responsible for his/her own work output and shall work without supervision. Such employee may be responsible to manage the work performance and output of the section of the business if so directed.

Export Operator

Employees classified as Export Operations Supervisor shall be required to complete relevant modules in the Certificate IV Australian and International Trade Facilitation – International Freight Forwarding Strand, with achievement of competencies in the following:

- Managing Operations – Customer Service
- Managing and Organising Work – Goal Achievements
- Accounting for Non-Accountants
- Commercial Law
- Presenting Reports
- International Trade and Export Procedures
- Customs Authorities and Functions
- Permit Issuing Authorities AQIS ANCA GST
- Dangerous Goods
- International Trade Finance
- International Freight Forwarding I & 2
- Special Cargo's
- Advanced International Freight Forwarding

Plus Certification for

- International Dangerous Goods

An employee at this level is able to collate information, and to provide an advice and response relevant to that information to others, including directing subordinates in relation to such information. The employee is able to provide advice associated with that information to such other persons, and to act on the information on his or her own initiative. The employee is able to design and implement workplace documents and reports and to maintain and operate systems for the effective running of the Division and Section in which the employee works. The employee is able to prepare and maintain work schedules of others and to monitor performance of teams undertaking work as part of work assignments. The employee, in addition to identifying and solving problems is able to assist others with solving problems beyond their level of skill. The employee is able to interpret numerically related information and calculate and perform tasks requiring an advanced level of skill. The employee has advanced information technology skills and is able to use highly specialised packages in relation to information technology.

Grade	Description
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**8** An employee classified at this level shall be able to demonstrate that he/she can perform all of the duties applying to a Grade 7 employee, and may be described under the following job classifications:

Customs Broker

Employees so classified must be licenced under Part XI of the Customs Act 1901 (as amended to-date) and have attained certification under Certificate IV in Australian and International Trade Facilitation – customs Brokers Strand and hold a current ACS Licence.

Accountant/Financial Controller

The Financial Controller must have completed a Diploma in Business Administration/Accounting or equivalent thereof.

An employee at this level is able to undertake research and to provide relevant information in relation to overall issues. In this respect, the employee will be able to apply and implement changes to the enterprise and the enterprise systems, using acquired knowledge and to supervise and manage the overall office management systems. The employee will establish and implement plans for the performance of work of subordinates and for the operation of work teams within the business environment and to devise, implement and co-ordinate plans for the work of the teams and individual tasks designed to achieve ultimate business goals. An employee at this level will have limited authority to select and train staff, and to perform staff evaluations and act on such evaluations. The employee will be able to interpret numerical and related information and to provide advice and reports in relation to such information. The employee has an advanced level of skill in information technology and is able to organise and upgrade specialised packages to accommodate the needs of the specific business.

An employee classified at this level shall accept responsibility for his/her own work performance and output and the performance output of the Company in respect to the overall work performed.

**Note 1.** Employees who are graded under the above structure are required to acquire, within a reasonable period of time acceptable to all parties, the level of skill and/or knowledge determined with respect to the classification before they become eligible for advancement to a higher level.

**Note 2.** Employees who are engaged as managers and accept the responsibility of the manager of the Company or Division of the Company, shall not be classified within the above structure, provided that their Contract provides for benefits and conditions of employment at least equal to, or better than, those prescribed for an employee classified at Grade 8.

## **16.5 Training for Career Advancement**

- 16.5.1** Where additional on or off the job training is necessary to advance through the classification structure in 16.2 the employer shall not unreasonably withhold paid training leave.
- 16.5.2** Any costs associated with standard fees in connection with a course approved by the employer shall be paid by the employer upon production of evidence satisfactory to the employer of such expenditure, provided that such reimbursement shall be contingent upon satisfactory attendance at such approved courses and satisfactory completion of set curriculum.
- 16.5.3** The employer will also reimburse reasonable travel costs associated with the employee's attendance at such approved courses.

## 16A. TRANSITIONAL WAGE RATES FOR VICTORIA – APPLICATION OF COMMON RULE AWARD

[16A inserted by [PR960110](#) ppc 06Jul05]

**16A.1** This award contains the following transitional rates of pay and allowances for employers in the State of Victoria who were previously not bound by this award, but are now subject to the award by virtue of the award having been declared a common rule award under s. 141 of the *Workplace Relations Act 1996*.

**16A.2** These rates of pay and allowances apply only until 31 July 2005. As from 1 August 2005, the rates of pay in clause 16.1.1 apply to all employees covered by this award.

<b>Classification</b>	<b>Minimum Weekly Rates</b>
	\$
1	524.00
2	544.40
3	561.20
4	584.30
5	615.40
6	654.90
7	673.70
8	727.90

### **16A.3 Transitional allowances**

The entitlement to allowances is outlined in clauses 17 and 25 in the award.

<b>Clauses</b>	<b>Transitional Allowances</b>
17.1	56 cents
17.2.2	\$9.49
17.2.3	\$9.49
17.3	\$1.73
25.9.2	\$9.14

## **17. ALLOWANCES**

### **17.1 Vehicle Allowance**

[17.1 varied by [PR935232](#) [PR960110](#) [PR975139](#); [PR983869](#) ppc 03Oct08]

Employees required to use their own vehicle in connection with the employer's business, shall be paid for the use of such vehicle at the rate of 68 cents per kilometre or paid an allowance which remunerates the employee with respect to such usage at a rate which is at least the equivalent of the aforesaid rate.

### **17.2 Meal Allowance**

**17.2.1** A clerical employee shall be supplied with a meal or be paid meal money and shall be allowed a paid meal break of 20 minutes in addition to any overtime payment, as follows:

[17.2.2 varied by [PR935232](#) [PR948217](#) [PR960110](#) [PR975139](#) [PR978430](#); [PR983869](#) ppc 03Oct08]

**17.2.2** Where an employee is required to work beyond two hours after the usual finishing time and beyond 6.00 pm, the employee shall be provided with a satisfactory meal or reimbursed a meal allowance of \$11.15. Provided that where such overtime exceeds five hours a further meal allowance of \$11.15 shall be payable.

[17.2.3 varied by [PR935232](#) [PR948217](#) [PR960110](#) [PR975139](#) [PR978430](#); [PR983869](#) ppc 03Oct08]

**17.2.3** An employee required to work more than five hours on a Sunday or Public Holiday shall be provided with a satisfactory meal or reimbursed a meal allowance of \$11.15. A further \$11.15 shall be paid when the employee is required to work more than nine hours on such a day, and thereafter \$11.15 shall be payable at the end of each additional four hours worked, provided that the employee continues working for one hour after each such qualifying period.

**17.2.4** The meal allowances established by this clause are to be taken into account in the calculation of entitlements pursuant to clause 16.2.

**17.2.5** An employee who has been advised of a requirement to work overtime and has provided a meal or meals, but is not required to work overtime or is required to work less than the amount advised, shall be paid as prescribed in 17.2.3 for meals which have been provided but which have become superfluous.

### 17.3 First Aid Allowance

[17.3 varied by [PR935232](#) [PR948217](#) [PR960110](#) [PR975139](#) [PR978430](#); [PR983869](#) ppc 03Oct08]

An employee who has been trained to render first aid and who is the current holder of appropriate first aid qualifications, such as a certificate from the St John's Ambulance or similar body, shall be paid an allowance of \$1.96 per day if required by the employer to perform first aid duty as part of his or her normal work requirements.

### 17.4 Northern Territory Special Conditions

An adult employee working in the Northern Territory, but engaged elsewhere in Australia shall after each two year period of continuous employment with the same employer, be reimbursed for the cost of a return airfare to the place of his or her engagement within Australia, unless the employer provides such air travel.

### 17.5 District Allowances

**17.5.1** Where an employee is required to perform work in an area of Queensland as prescribed herein, such employee shall be paid for such work an allowance in addition to the appropriate weekly wage rate prescribed. The areas and the respective allowances are:

	<b>Per Week Adults \$</b>
Southern Division	
- Western District	1.05
- Mackay Division	0.90
Northern Division	
- Eastern District	1.05
- Western District	3.25

**17.5.2** Where an employee is required to perform work in the Northern Territory, such employee shall be paid an allowance, in addition to the appropriate weekly wage rate prescribed, as follows:

	\$
(i) North of the 20th parallel of South latitude	16.60
(ii) South of the 20th parallel of South latitude	6.70

**17.5.3** Juniors shall receive the payments specified in clauses 17.5.1 and 17.5.2 in accordance with the percentages expressed in clause 16.3.

**17.5.4** The allowance payable to part-time employees shall be a pro rata amount based on ordinary hours worked expressed as a fraction of 38.

- 17.5.5** Casual employees shall receive per hour one thirty-eighth of the appropriate district allowance.
- 17.5.6** The district allowance prescribed in this sub-clause shall not be used in the calculation of overtime payments or shift work premiums.

**17.6 Living Away From Home Allowance**

- 17.6.1** Where employees are required to work away from their usual place of employment at some place other than their home town, existing practices as to pay and allowances shall be continued.
- 17.6.2** Where employees are required to work at a location other than their usual place of employment, any excess fares over what are normally incurred shall be paid by the employer together with travelling time at ordinary rates for all time in excess of the time normally spent in travelling from home to their usual place of employment and returning home.

**17.7 Higher Duties Allowance**

An employee who, for a period of one week or more in any one year, is called upon to perform the work of an employee in a higher grade, shall be paid for the period so worked at the minimum rate prescribed for such higher grade, provided that employees who are required to work at a higher level as part of training provided by the employer shall not be entitled to the payment of the higher duties allowance. An employee at a higher level who is required to perform work at a lower level shall perform the work at the lower level without reduction in pay.

## **18. UNIFORMS**

- 18.1** Where an employer requires an employee to wear any special uniforms, dress, clothing or footwear the employer shall reimburse the employee for the reasonable costs of purchasing this clothing unless it is provided by the employer at no cost to the employee. Where clothing is supplied without cost to the employee, it will remain the property of the employer.
- 18.2** Where it is necessary that an employee wear waterproof or other protective clothing such as waterproof boots, aprons, or gloves, the employer must reimburse the employee for the cost of purchasing such clothing. The provisions of this clause do not apply where the special clothing is supplied to the employee at the employer's expense. Where protective clothing is supplied without cost to the employee, it will remain the property of the employer.
- 18.3** Where the employee is responsible for laundering the special clothing, the employer must reimburse the employee for the demonstrated costs of laundering it.
- 18.4** The employer and the employee may agree on an arrangement under which the employee will wash and iron the special clothing for an agreed sum of money to be paid by the employer to the employee each week.

## 19. OCCUPATIONAL SUPERANNUATION

Note: The *Superannuation Legislation Amendment (Choice of Superannuation Funds) Act 2005* provides that individual employees generally have the opportunity to choose their own superannuation funds. For further information see the AIRC guidance note – [Choice of Superannuation Funds and Award Provisions](#).

**19.1** Provisions relating to the obligations of employers covered by this Award to pay superannuation contributions are dealt with extensively by legislation including the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Charge Act 1992*, the *Superannuation Industry (Supervision) Act 1993* and the *Superannuation (Resolution of Complaints) Act 1993*. The legislation, as varied from time to time, governs the superannuation rights and obligations of the parties covered by this award, including the option of making such contribution payments to the CARE Superannuation Fund, or such other Fund approved under this Superannuation legislation.

## 20. SUPPORTED WAGE SYSTEM FOR EMPLOYEES WITH DISABILITIES

### 20.1 Employees Eligible for a Supported Wage

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:

- 20.1.1** “**Supported Wage System**” means the Commonwealth Government system to promote employment for people who cannot work at full Award wages because of a disability, as documented in “*Supported Wage System: Guidelines and Assessment Process*”.
- 20.1.2** “**Accredited Assessor**” means a person accredited by the management unit establishment by the Commonwealth under the Supported Wage System to perform assessments of an individual’s productive capacity within the Supported Wage System.
- 20.1.3** “**Disability Support Pension**” means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991*, as amended from time to time, or any successor to that scheme.
- 20.1.4** “**Assessment Instrument**” means the form provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.

### 20.2 Eligibility Criteria

- 20.2.1** Employees covered by this clause will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this 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.
- 20.2.2** This clause does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers’ compensation legislation or any provision of this Award relating to the rehabilitation of employees who are injured in the course of their current employment.
- 20.2.3** 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 fulfills the dual role of service provider and sheltered employer to employees with disabilities who are in receipt of or are eligible for a disability support pension, except with respect to an organisation which has received recognition under section 10 or section 12A of the said Act, or if a part only has received recognition, that part.

### 20.3 Supported Wage Rates

**20.3.1** 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 to the following schedule:

<b>Assessed Capacity</b>	<b>Percentage of PrescribedRate of Pay</b>
<b>%</b>	<b>%</b>
10	12.75
10	12.75
20	20
20	20
30	30
30	30
40	40
40	40
50	50
50	50
60	62.5
60	65
70	72.5
70	75
80	85
80	90
90	95
90	100

**20.3.2** Where a person's assess capacity is 10 per cent, they shall receive a high degree of assistance and support.

### 20.4 Assessment of Capacity

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

**20.4.1** The employer and a union party to the Award, in consultation with the employee or if desired by any of these; or

**20.4.2** The employer and an accredited assessor from a panel agreed by the parties to the Award and the employee.

### 20.5 Lodgment of Assessment Instrument

**20.5.1** All assessment instruments under the conditions of this clause, including the appropriate percentage of the Award rate to be paid to the employee, shall be lodged by the employer with the Registrar of the Industrial Relations Commission.

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

## **20.6 Review of Assessment**

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

## **20.7 Other Terms and Conditions of Employment**

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

## **20.8 Enterprise Adjustment**

An employer wishing to employ a person under the provisions of this clause shall take reasonable steps to make changes at the enterprise 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 employees in the area.

## **20.9 Trial Period**

**20.9.1** In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this clause for a trial period not exceeding twelve (12) weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

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

[20.9.3 varied by [PR960110](#); [PR966528](#) ppc 26Dec05]

**20.9.3** The minimum amount payable to the employee during the trial period shall be no less than \$62.00 per week.

**20.9.4** Work trials should include induction or training as appropriate to the job being trialed.

**20.9.5** Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into, based on the outcome of assessment under sub-clause 20.4.

## **21. PAYMENT OF WAGES**

- 21.1** Salaries and wages shall be paid weekly, fortnightly, twice monthly or monthly in accordance with any agreed arrangements between the employer and the employee or the majority of employees.
- 21.2** Overtime must be paid not more than one pay period in arrears.
- 21.3** By agreement between the employer and an employee, or majority of employees at each site, salaries and/or wages may be paid direct in cash or by cheque or through electronic funds transfer to a bank, credit union or other financial institution account.
- 21.4** Cash or cheque paydays which coincide with an employee's authorised day off, must be made no later than the working day immediately following pay day.

## **22. EMERGENCY DISRUPTION TO SERVICES**

**22.1** The employer and employee shall consult to make arrangements to endeavour to avoid the loss of pay in an emergency where an employee cannot be usefully employed for the following reasons:

**22.1.1** Rationing of power or the lack of fuel, or transport, or fire emergency which prevents work being carried out for a period of three days or more.

**22.1.2** Circumstances, either within Australia or elsewhere, which is affecting the arrival and departure of international carriers at ports and for which the employer cannot be held responsible but excluding slackness of trade and which extends for a period of three days or more.

## **23. ACCIDENT PAY**

- 23.1** From the commencement of this Award, should an employee qualify for compensation under the workers compensation legislation applicable in the State or Territory in which the employee normally works, the employee shall have the amount received by way of compensation increased by the employer to the amount of the usual Award weekly rate ruling at the time of such accident. The period of payment made by the employer shall be limited to a maximum of 26 weeks.
- 23.2** Casual employees make-up pay shall be based on the number of hours worked per week over the last month, with the present employer, or if less than one month, the average for the time worked. The rate of pay is to be calculated at the normal weekly rate of pay only.

## **PART 6 - HOURS OF WORK, SHIFT WORK MEAL BREAKS AND OVERTIME**

### **24. HOURS OF WORK**

#### **24.1 General Ordinary Hours Requirements**

The ordinary hours of work for a full-time employee are an average of 38 per week. The general provisions relating to ordinary hours shall be as follows:

- 24.1.1** Ordinary Hours of work may be worked on any day, Monday to Friday.
- 24.1.2** No more than 8 hours, (exclusive of meal breaks) shall be worked on any day without payment of overtime
- 24.1.3** Employees may be required to work ordinary hours of work on a regular rostered basis between 6.00am and 6.00pm.

#### **24.2 Mandatory requirements**

Any arrangement of ordinary hours must provide for:

- 24.2.1** In the case of full time employees, a minimum of 6 and a maximum of 10 hours to be worked on any one day (exclusive of meal breaks).
- 24.2.2** No more than 10 ordinary hours per day on 3 consecutive days without a break of at least 48 hours.
- 24.2.3** No more than 8 days of 10 ordinary hours may be worked in a two week period.
- 24.2.4** A break of at least 10 hours between the finish of ordinary hours on any one day and the commencement of ordinary hours of the next day.
- 24.2.5** Ordinary hours on any one day are to be worked continuously except for meal breaks.

#### **24.3 Four week rosters**

Ordinary hours of work may be arranged, at the discretion of the employer, on the basis of a 4 week roster which provides for a rostered day off each 4 weeks. Such arrangements shall ensure that:

- 24.3.1** No employee is to work more than 19 consecutive working days without being allowed a rostered day off unless the employer and the employee agree to:
  - 24.3.1(a)** delay the taking of the rostered day off for up to 5 days; or
  - 24.3.1(b)** accumulate rostered days off to a maximum of 5, to be taken as a block of days off.

- 24.3.2** Where practicable the rostered days off must be contiguous with an employees normal days off.
- 24.3.3** An employee may agree to take rostered days off in part days.
- 24.3.4** If a rostered day off falls on a public holiday, then where practicable, the next day is to be taken as the rostered day off.
- 24.3.5** The entitlement to a rostered day off on full pay is subject to the following:
- 24.3.5.1** Each day of paid leave, except annual leave and long service leave and any public holiday occurring during the 4 week cycle must be regarded as a day worked for accrual purposes; and
  - 24.3.5.2** An employee who has not worked a complete 4 week cycle in order to accrue a rostered day off must be paid a pro-rata amount of 24 minutes pay for credits accrued for each 8 hours worked.

#### **24.4 Alternative options**

Alternative arrangements for the implementation of an average of 38 ordinary hours of work per week set out in 24.1 may be agreed on the following basis:

- 24.4.1** Any agreement must be endorsed by a majority of employees covered by this Award in a particular workplace.
- 24.4.2** An alternative arrangement may provide for ordinary hours to be worked on Saturday and/or Sunday on the basis that:
- 24.4.2.1** Any Saturday and/or Sunday work is paid for at the rates set out in clause 27.5.
  - 24.4.2.2** Two consecutive days each week are granted to an employee as days off and any work undertaken on these days is paid for at overtime rates.
  - 24.4.2.3** Any such arrangement is part of a regular work roster in accordance with 24.3 or 24.4.3.
  - 24.4.2.4** Any such arrangement complies with 24.2.
- 24.4.3** An alternative arrangement may provide for ordinary hours to be worked on a regular roster which provides for the accumulation of more than 1 rostered day off in a full week period by working ordinary hours of more than 8 and less than 10. Any such arrangement shall be a regular roster and must comply with 24.2.

## **24.5 Call Back**

Where an employee is required to return to duty after the usual finishing hours of work for that day, such employee shall be paid at the overtime rates prescribed in clause 27.1 of this Award, but shall receive a minimum payment as for three hours work. Provided that this clause shall not apply where the work is continuous (subject to a meal break of not more than one hour) with the completion of ordinary working time.

## **24.6 Make-up Time**

**24.6.1** For purposes of this clause, make-up time means an arrangement under which an employee takes time off during his/her ordinary hours of work and makes up that time later.

**24.6.2** The employer may agree with an employee, or the majority of employees in the workplace, to introduce make-up time, either with respect to the individual employee to meet a specific circumstance or generally for the workplace, subject to the provisions of this Award and provided the employer ensures adequate records relating to work time are retained.

## **24.7 Starting Times**

**24.7.1** The normal starting and finishing times for work for employees shall be fixed by the employer and advised to each employee. Three working days notice will normally be given to an employee(s) of any change in normal starting and finishing times.

In the event of an extraordinary circumstances (such as a delayed arrival or departure of a carrier from overseas) and where it is possible to give the employee reasonable notice, the employee may be advised of delays of up to two hours of the normal starting time. In this event the employee shall be required to work for a correspondingly longer time. Payment for the day will commence from the normal starting time but will be paid at ordinary time rates of pay for the duration of the employee's normal working day.

A roster of various starting and finishing times within the hours specified by clause 24.1 may be determined by agreement between the employer and an employee so as to accommodate the expected arrivals and departures of International carriers.

## **24.8 Finishing Times**

Notwithstanding clause 24.1 the employer and the employee may reach agreement on a work roster which provides for the employee's ordinary hours to be worked up to 10:00pm to meet business requirements. Any such agreement must provide for payments to the employee which in total, reflect minimum Award entitlements relating to either overtime or shiftwork. The employer must retain records reconciling the hours worked by the employee and the total payments made, for a period of six years.

## 25. SHIFT WORK

**25.1** Shiftwork may be worked where clerical and administrative employees are required to work in direct association with or in conjunction with other employees who are working shiftwork directly connected with the handling of goods in the forwarding industry (including personnel engaged at ports) and where the working of shifts by clerical employees is an essential part of the operation.

### 25.2 Definitions

**25.2.1** **Afternoon Shift** means any shift finishing after 6.00 pm and at or before midnight.

**25.2.2** **Night Shift** means any shift finishing after midnight and at or before 8.00 am.

**25.2.3** **Permanent Shift** means a night shift which does not rotate with another shift or shifts or day work and which continues for a period of not less than four consecutive weeks.

**25.2.4** **Early Morning Shift** means a shift which commences between midnight and 6.00 am.

**25.3** The ordinary hours of work of employees on shiftwork shall not exceed an average of 38 per week. The provisions of clause 24 shall apply to employees on shiftwork excepting that the shift definitions in 25.2 shall not be changed by any workplace specific arrangement.

**25.4** There shall be a roster which shall provide for the shiftwork arrangements, including rotation, as agreed between the employer and an employee or employees. Shift rosters shall specify the commencing and finishing times of ordinary working hours of the respective shifts. A copy of such shift roster shall be kept posted in a prominent place. Such roster shall not be altered unless seven day's notice is given, subject to the provisions of clause 24.4 hereof providing for alteration to meet specific situations.

**25.5** The method of working shifts may in any case be varied by agreement between the employer and majority of employees to suit the circumstances of the establishment.

**25.6** A shift worker employed on shift, shall for work done during the ordinary hours of any such shift shall be paid in addition to the ordinary rates prescribed in clause 16.1 of this Award, the following:

<b>25.6.1</b>	Afternoon shift	17% per shift
<b>25.6.2</b>	Night Shift	20% per shift
<b>25.6.3</b>	Permanent night shift	30% per shift
<b>25.6.4</b>	Early Morning Shift	15% per shift

**25.7** A shift worker whose ordinary working period includes a public holiday as an ordinary working day, shall be paid double time and one half for work performed on that day.

**25.8** At least twenty minutes shall be allowed to a shift worker as a crib break during each shift before the expiration of five hours. Such break shall be counted as time worked.

### **25.9 Overtime on Shift Work**

**25.9.1** All time worked by a shift worker outside or in excess of the hours provided in this clause shall be paid at the rate of time and a half for the first two hours and double time thereafter. In computing overtime, each day shall stand alone. A shift worker shall be paid for a minimum of four (4) hours work when required to work on a Saturday or Sunday except where the overtime worked is continuous with the employee's regular shift hours.

[25.9.2 varied by [PR935232](#) [PR960110](#) [PR975139](#) [PR978430](#); [PR983869](#) ppc 03Oct08]

**25.9.2** A shift worker required to work overtime in excess of two hours on any shift shall be paid \$11.15 meal money. If overtime exceeds five hours on any shift, a further meal allowance of \$11.15 shall be paid.

**25.9.3** A shift worker working overtime shall be allowed a crib time of twenty minutes without deduction of pay after each four hours overtime worked if the employee continues work after such crib time.

**25.9.4** 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.

### **25.10 Special Rates not Cumulative**

The penalties herein prescribed are in substitution for, and not cumulative upon, the shift allowances prescribed in this clause.

## **26. MEAL BREAKS AND REST PERIODS**

**26.1** A meal break of not less than thirty (30) minutes, nor more than one hour, shall be allowed to each employee. Such meal period shall be taken not later than five hours after commencing work. For work done at the direction of the employer during the employee's meal period and thereafter until a meal period is allowed, overtime rates shall be paid.

### **26.2 Rest Break**

Employees who work a minimum of five (5) consecutive ordinary hours on any day shall be entitled to a rest pause of ten minutes duration without loss of pay. The rest pause shall be taken at times determined by the employer. Provided that an employee rostered to work for six hours only on any one day may, by agreement, not take the break as provided, but shall finish work ten minutes earlier than the rostered finishing time without loss of pay.

## **27. OVERTIME**

### **27.1 Overtime Rates**

Overtime at the rate of time and a half for the first two hours, and double time thereafter, shall be paid for all time worked:

- 27.1.1** in excess of the daily or weekly hours fixed in clause 24.1 except where a different arrangement has been agreed in accordance with that clause;
- 27.1.2** before the normal or agreed commencing time on any day;
- 27.1.3** after the normal or agreed ceasing time on any day;
- 27.1.4** In computing overtime, each day's work shall stand alone.

### **27.2 Juniors**

No junior employee shall be required to work overtime which would delay his or her arrival at home by more than two hours, unless the employee has received notice of this requirement the day before, or the employer has provided the employee with the means of notifying his or her parents or guardian.

### **27.3 Rest Break after Overtime**

An employee, other than a casual employee, after the completion of overtime work performed on the specific instructions of the employer, shall be entitled to be absent until he/she has had ten consecutive hours off duty without deduction of pay for ordinary time of duty occurring during such absence. If on specific instructions of the employer an employee resumes work without having had ten consecutive hours off duty, he/she shall be paid at the rate of double time until he/she is relieved from duty to take such rest period, and shall then be entitled to be absent until he/she has had ten consecutive hours off duty without deduction of pay for ordinary time off duty occurring during such absence.

### **27.4 Reasonable Overtime**

- 27.4.1** Subject to clause 27.4.2 an employer may require an employee to work reasonable overtime at overtime rates.
- 27.4.2** An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:
  - 27.4.3** any risk to employee health and safety;

- 27.4.4 the employee's personal circumstances including any family responsibilities;
- 27.4.5 the needs of the workplace or enterprise;
- 27.4.6 the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
- 27.4.7 any other relevant matter.

## **27.5 Saturdays, Sundays and Public Holidays**

- 27.5.1 An employee, other than a casual, who works overtime on Saturday shall be entitled to be paid at the rate of time and one half for the first two hours of such work and double time thereafter with a minimum payment of four hours.
- 27.5.2 Where a day worker is required to work overtime on a Saturday a crib break of 10 minutes shall be allowed between 10.00 am and 1.00 pm, and be paid at ordinary rates.
- 27.5.3 An employee who works overtime on a Sunday, will be entitled to be paid double time for all such work.

[27.5.4 substituted by [PR945091](#) ppc 29Mar04]

- 27.5.4 An employee who works on a Public Holiday, shall be paid at the rate of double time and one half for all hours so worked.

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

- 27.6.1 An employee may agree with the employer to take time off instead of payment for overtime at an agreed time or times within four weeks of the overtime being worked. If such time in lieu off is not taken within the stipulated period, the employee shall be paid for the overtime worked at the prescribed rate and the eligibility for the time off shall cease.
- 27.6.2 The amount of time off is to be calculated on the same basis as the overtime entitlement.
- 27.7 An employee may be required to perform overtime by way of attending work to undertake a specific task for which the employee is specifically qualified. In the event the employee shall be paid at time and one half for all work performed with a minimum payment for four hours together with payment at the rate provided for the time reasonably taken by the employee to travel from his normal place of residence to the work place. Provided that, if the travel time and time engaged in performing the work together do not exceed four hours, then payment for four hours only shall be made.

## **28. TRANSPORT FOR EMPLOYEES**

Where an employee is required to work after 8.00 pm or commence work prior to 6.00 am and the employee's normal means of transport is not available, the employer shall, if so requested by the employee, arrange for transport of the employee to the place of work prior to commencement or to the employee's usual place of residence following completion of work.

## **PART 7 - TYPES OF LEAVE AND PUBLIC HOLIDAYS**

### **29. ANNUAL LEAVE**

#### **29.1 Period of leave**

Each permanent employee on completion of twelve months service shall be entitled to four weeks annual leave.

[29.1.1 varied by [PR966528](#) ppc 26Dec05]

**29.1.1** Annual Leave shall be taken at a mutually agreed time within two years of becoming due.

**29.1.2** Annual leave may, by agreement between the employer and the employee, be taken in one, two or three separate periods, one of which shall be not less than two weeks.

**29.1.3** In the absence of any agreement no employee shall be required to take annual leave unless at least six weeks prior notice be given, and payment for annual leave must be made before the employee proceeds on such leave.

[29.1.4 inserted by [PR966528](#) ppc 26Dec05]

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

#### **29.2 Payment for period of annual leave**

Employees proceeding on annual leave who have accrued their full entitlement of four weeks in a qualifying period shall be paid their ordinary weekly rate as shown in clause 16.

#### **29.3 Payment for annual leave outstanding at termination**

On termination employees shall receive pro rata payment on the basis of four weeks annual leave at their ordinary weekly rate of pay as shown in clause 16. The loading prescribed in 29.4 shall not apply to any prorata payment, but shall apply with respect to any annual leave entitlements accrued in accordance with 29.1.

#### **29.4 Annual leave loading**

Employees proceeding on annual leave shall receive a loading of 17.5 per cent calculated on their ordinary weekly rate of pay as shown in clause 16.

**29.4.1** Shift workers shall be paid the 17.5 percent loading or the shift loading for the hours they would normally have worked, which ever is the greater.

## 30. PERSONAL LEAVE

[30 substituted by [PR966528](#) ppc 26Dec05]

The provisions of this clause apply to full-time and regular part-time employees (on a pro rata basis) but do not apply to casual employees. The entitlements of casual employees are set out in clause 13.3.4

### 30.1 Definitions

The term immediate family includes:

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

### 30.2 Amount of paid personal leave

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

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

**30.2.2** The amount of personal leave to which a full-time employee is entitled depends on how long they have worked for the employer and accrues as follows:

**30.2.2(a)** A full-time employee is entitled to the following amount of personal leave:

Length of time worked for the employer	Personal leave hours
Less than 1 month	0
1 month to less than 2 months	5.07
2 months to less than 3 months	10.14
3 months to less than 4 months	15.21
4 months to less than 5 months	20.28
5 months to less than 6 months	25.35
6 months to less than 7 months	30.42
7 months to less than 8 months	35.49
8 months to less than 9 months	40.56
9 months to less than 10 months	45.63

Length of time worked for the employer	Personal leave hours
10 months to less than 11 months	50.7
11 months to less than 12 months	55.77
12 months	60.8
Each year thereafter	60.8

### **30.3 Accumulation of personal leave**

At the end of each year of employment, unused personal leave accrues by the lesser of:

- 30.3.1** 60.8 hours less the amount of personal leave taken during the year; or
- 30.3.2** the balance of the year's unused personal leave.

### **30.4 Effect of workers' compensation**

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

### **30.5 Personal leave for personal injury or sickness**

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

### **30.6 Personal leave to care for an immediate family or household member**

- 30.6.1** Subject to 30.6.2 and 30.6.3, a full-time employee is entitled to use their personal leave to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency.
- 30.6.2** The entitlement in 30.6.1 is subject to the employee being responsible for the care and support of the person concerned. In normal circumstances an employee is not entitled to take leave for this purpose where another person has taken leave to care for the same person.
- 30.6.3** Except as provided for in 30.6.4, not more than 76 hours can be used in a year by an employee for the purposes set out in 30.6.1. These limits apply to the employee's total accrued personal leave which includes any untaken personal leave from the current year's entitlement and any untaken personal leave which has accumulated from previous years.
- 30.6.4** By agreement between an employer and an individual employee, the employee may access an additional amount of their accrued personal leave for the purposes set out in 30.6.1, beyond the relevant limit set out in 30.6.3. In such circumstances, the employer and the employee shall agree upon the additional amount that may be accessed.

### **30.7 Employee must give notice**

**30.7.1** The employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer or their inability to attend for duty and as far as practicable state the nature of the injury, illness or emergency and the estimated duration of the absence. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the employee will inform the employer within 24 hours of such absence.

**30.7.2** When taking leave to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, the notice must include:

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

### **30.8 Evidence supporting claim**

**30.8.1** When taking leave for personal illness or injury, the employee must, if required by the employer, establish by production of a medical certificate or statutory declaration, that the employee was unable to work because of injury or personal illness.

**30.8.2** When taking leave to care for members of their immediate family or household who are sick and require care and support, the employee must, if required by the employer, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that such illness requires care by the employee.

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

### **30.9 Single day absences**

**30.9.1** An employee who has already had two paid personal leave absences in the year for personal illness or injury, the duration of each absence being of one day only, is not entitled to further paid personal leave for personal illness or injury in that year of a duration of one day only without production to the employer of a certificate of a qualified medical practitioner which states that the employee was unable to attend for duty on account of personal illness or injury.

**30.9.2** An employer may agree to accept a statutory declaration in lieu of the required medical certificate.

**30.9.3** Nothing in this clause limits the employer's right under 30.8.

### **30.10 Unpaid personal leave**

Where an employee has exhausted all paid personal leave entitlements, they are entitled to take unpaid personal leave to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency. The employer and the employee shall agree on the period. In the absence of agreement, the employee is entitled to take up to two days (up to a maximum of 16 hours) of unpaid leave per occasion, provided the requirements of 30.7 and 30.8 are met.

### **30.11 Casual employment**

Casual employees are entitled to not be available to attend work or to leave work in certain circumstances as set out in clause 13.3.4

## **30A. BEREAVEMENT LEAVE**

[30A inserted by [PR966528](#) ppc 26Dec05]

The provisions of this clause apply to full-time and regular part-time employees (on a pro rata basis) but do not apply to casual employees. The entitlements of casual employees are set out in clause 13.3.4.

### **30A.1 Paid leave entitlement**

#### **30A.1.1 Death in Australia**

A full-time employee is entitled to up to 16 hours bereavement leave on each occasion and on production of satisfactory evidence (if required by the employer) of the death in Australia of either a member of the employee's immediate family or household.

#### **30A.1.2 Death outside Australia**

A full-time employee is entitled to up to 16 hours bereavement leave on each occasion, and on production of satisfactory evidence (if required by the employer) of the death outside Australia of either a member of the employee's immediate family or household, where the employee travels outside Australia to attend the funeral.

#### **30A.1.3 Part-time employees**

A part-time employee is entitled to two days bereavement leave without loss of pay, up to a maximum of 16 hours on the same basis as prescribed for full-time employees in clauses 30A.1.1 and 30A.1.2 except that leave is only available where a part-time employee would normally work on either or both of the two working days following the death.

### **30A.2 Unpaid bereavement leave**

Where an employee has exhausted all bereavement leave entitlements, including accumulated leave entitlements, the employee is entitled to take unpaid bereavement leave. The employer and employee should agree on the length of the unpaid leave. In the absence of agreement, a full-time employee is entitled to take up to 16 hours unpaid leave, provided the requirements of 30A.1.1 and 30A.1.2 hereof are met, and a part-time employee is entitled to take up to two day unpaid leave, to a maximum of 16 hours, provided the requirements of 30A.1.3 hereof are met.

### **31. JURY SERVICE**

- 31.1** A full-time employee required to attend for jury service during his or her ordinary working hours shall be reimbursed an amount equal to the difference between the amount paid for the jury service and the amount of wages that would have been received for ordinary time that would otherwise have been worked.
- 31.2** An employee shall notify the employer as soon as possible of the date upon which attendance is required for jury service. The employee shall provide proof of attendance, the duration of the attendance and the amount of payment received in respect of the jury service.

## 32. PARENTAL LEAVE

[32 substituted by [PR966528](#) ppc 26Dec05]

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

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

An eligible casual employee means a casual employee:

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

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

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

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

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

### 32.1 Definitions

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

**32.1.2** Subject to clause 32.1.3 hereof, in this clause, spouse includes a de facto or former spouse.

**32.1.3** In relation to clause 32.7 hereof, spouse includes a de facto spouse but does not include a former spouse.

## **32.2 Basic entitlement**

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

**32.2.2** Subject to 32.5.6 hereof, parental leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:

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

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

## **32.3 Variation of parental leave**

Where an employee takes leave under clause 32.2.1 or 32.4.1(b), unless otherwise agreed between the employer and employee, an employee may apply to their employer to change the period of parental leave on one occasion. Any such change to be notified as soon as possible but no less than four weeks prior to the commencement of the changed arrangements. Nothing in this clause detracts from the basic entitlement in clause 32.2 or the right to request in clause 32.4.

## **32.4 Right to request**

**32.4.1** An employee entitled to parental leave pursuant to the provisions of clause 32.2 may request the employer to allow the employee:

**32.4.1(a)** to extend the period of simultaneous unpaid parental leave provided for in clauses 32.2.2(a) and 32.2.2(b) up to a maximum of eight weeks;

**32.4.1(b)** to extend the period of unpaid parental leave provided for in clause 32.2.1 by a further continuous period of leave not exceeding 12 months;

**32.4.1(c)** to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the employee in reconciling work and parental responsibilities.

**32.4.2** The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

### **32.4.3 Employee's request and employer's decision to be in writing**

The employee's request and the employer's decision made under clauses 32.4.1(b) and 32.4.1(c) must be recorded in writing.

### **32.4.4 Request to return to work part-time**

Where an employee wishes to make a request under clause 32.4.1(c), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

## **32.5 Maternity leave**

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

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

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

**32.5.2** When the employee gives notice under 32.5.1(a) hereof the employee must also provide a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.

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

**32.5.4** Subject to clause 32.2.1 hereof and unless agreed otherwise between the employer and employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of birth.

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

### **32.5.6 Special maternity leave**

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

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

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

**32.5.7** Where leave is granted under clause 32.5.4 hereof, during the period of leave an employee may return to work at any time, as agreed between the employer and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.

## **32.6 Paternity leave**

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

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

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

**32.6.1(c)** except in relation to leave taken simultaneously with the child's mother under clauses 32.2.2(a), 32.2.2(b) and 32.4.1(a), a statutory declaration stating:

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

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

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

**32.6.2** The employee will not be in breach of clause 32.6.1 hereof if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

## **32.7 Adoption leave**

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

## **32.8 Parental leave and other entitlements**

An employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks or a longer period as agreed under clause 32.4.

## **32.9 Transfer to a safe job**

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

## **32.10 Returning to work after a period of parental leave**

- 32.10.1** An employee will notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.
- 32.10.2** An employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to clause 32.9, the employee will be entitled to return to the position they held immediately before such transfer.
- 32.10.3** Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

## **32.11 Replacement employees**

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

## **32.12 Communication during parental leave**

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

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

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

**32.12.3** The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with 32.12.1.

### **33. PUBLIC HOLIDAYS**

**33.1** An employee on weekly hiring shall be entitled, without deduction of pay to the holidays observed in respect of New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day (except in South Australia where Proclamation Day shall apply); and

**33.1.1** The following days where proclaimed as public holidays in the relevant states, territories and locations:

Australia Day; Anzac Day; Queen's Birthday; 8 Hour Day or Labour Day.

**33.1.2** An employee on weekly hiring shall be entitled to one other holiday on the day fixed as follows:

(i) Northern Territory: The day shall be picnic day.

(ii) Queensland: The day shall be exhibition day or local show day.

(iii) Victoria: Within 40 kilometers of the GPO Melbourne – the day to be agreed to by the employer and the clerical employees, and notified beforehand to the union, and in default thereof the day upon which the Melbourne Cup is run.

In any other district – one day for which a whole or part holiday for the public service is gazetted for the district, or, in default thereof, a day agreed to by the employer and clerical employees concerned and notified beforehand to the union.

(iv) South Australia: The day shall be the third Monday in May (Adelaide Cup Day).

(v) Tasmania: The day shall be allowed on Regatta Day in Southern Tasmania and on Bank Holiday in Northern Tasmania.

(vi) Western Australia: The day shall be allowed on Foundation Day (State).

(vii) New South Wales: One additional day or equivalent as arranged between the parties.

(viii) Canberra: One additional day or equivalent as arranged between the parties.

**33.1.3** (i) When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December.

(ii) When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 28 December.

- (i) When New Year's Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on the next Monday.

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

**33.3** Where a State or Territory or locality within a State or Territory another day is provided by legislation or is proclaimed or gazetted by authority of the Commonwealth Government or a State or Territory Government in substitution for a holiday mentioned in this sub-clause, and such other day is to be observed generally as a holiday by persons throughout that State or Territory or a locality thereof, other than by those covered by Federal Awards, then such day shall be deemed to be a holiday for the purposes of this Award, and employees covered by this Award who are employed in the State, Territory of locality in respect of which the holiday has been provided proclaimed or gazetted shall be entitled to such holiday. Provided that in the event of a substitute day being provided by legislation or proclaimed or gazetted as aforesaid, the day on which the holiday would have in fact fallen shall not be deemed to be a holiday for any purpose of this Award.

#### **33.4 Substitution of Public Holiday**

**33.4.1** With the exception of Good Friday and Christmas Day, an employer may agree with an employee or employees for the substitution of another day to be observed as a public holiday in lieu of the days prescribed in this Clause. In this event, the day shall stand in place of the nominated holiday in all respects and an employee who works on the nominated day shall so work as if the day was an ordinary day of work. However, an employee who works on the substituted day shall be entitled to the benefits herein for having worked on a public holiday.

**33.4.2** An agreement pursuant to 33.4.1, shall be recorded in writing and be available to every affected employee. For this purpose, the consent of the majority of affected employees shall constitute agreement.

## **34. TRAINING**

**34.1** The provisions of the *National Training Wage Award 2000* (Print T0813) shall apply to the Respondents hereof as if those Respondents were covered by the provisions of Clause 4 of that *National Training Wage Award 2000*.

## SCHEDULE A - RESPONDENCY

[Sched A varied by [PR940440](#) from 12Nov03]

A.A.A. Customs Services, Unit 1/403 Francis Street, BROOKLYN VIC 3012  
Adams Air Sea Clearing, 9-11 International Drive, TULLAMARINE VIC 3043  
Air Express International (Aust) P/L, 23 O'Riordan Street, ALEXANDRIA NSW 2015  
Air Sea Customs Services P/L, Melbourne Airport, TULLAMARINE VIC 3043  
Airbourne Freight Corporation, 42 Church Street, MASCOT NSW 2020  
ACP Customs Services P/L, Unit 3, 809-821 Botany Road, ROSEBERY NSW 2018  
Allen J N and Co Pty Ltd, 379 Kent Street, SYDNEY NSW 2000  
Aligned Customs Services P/L, 5/3 Wood Street, TEMPE NSW 2044  
Allstates Customs Services P/L, 500-502 Victoria Street, WETHERILL PARK NSW 2164  
ASEAN Cargo Services P/L, 42 Pemberton Street, BOTANY NSW 2019  
ASL Customs Services P/L, 6 Crane Street, MELBOURNE VIC 3000  
Associated Customs Agents P/L, 25 Aylesbury Street, BOTANY NSW 2019  
Associated Customs Services P/L, 43 Links Avenue, EAGLE FARM QLD 4009  
Austom Clearances Pty Ltd, 38 Euroka Street, NORTHBRIDGE NSW 2063  
Batchelor O C and Sons P/L, 4 Kyle Place, PORT ADELAIDE SA 5015  
Begley Hobba & Manton P/L, Unit 9 International Drive, TULLAMARINE MIAC Centre VIC 3043  
Bell Edgar & Co P/L, 63 Abbotsford Street, WEST MELBOURNE VIC 3003  
Beneke L H and Co P/L, 75 King Street, SYDNEY NSW 2000  
Bollinger Shipping Agency P/L, Flr 6 - 100 William Street, SYDNEY NSW 2000  
Brookvale Customs & Forwarding Agents P/L, 12 Clearview Place, BROOKVALE NSW 2100  
Bullock Hodgekiss Customs Brokers, Suite 37 - 1st Flr - Fremantle Mall, 27-45 William Street, FREMANTLE WA 6160  
Bell Total Logistics Pty Ltd, 5/30 Perry Street, MATRAVILLE NSW 2036  
K L Benjamin & Co Pty Ltd, 15/281 Sussex Street, SYDNEY NSW 2000  
Michael J Bowen & Assoc Pty Ltd, Unit 15/15 Epsom Road, ROSEBERY NSW 2018  
Campbell & Ronan Pty Ltd, Unit 4, 19-21 Bourke Road, ALEXANDRIA NSW 2015  
Clarke Customs Pty Ltd, 591 Bridge Road, RICHMOND VIC 3121  
Clencie Roy & Assoc P/L, 26 King Street, MELBOURNE VIC 3000  
Customs & Forwarding Services (Aust) P/L, 37 Montpelier Road, BOWEN HILLS QLD 4006  
Cargo Chart (QLD) Pty Ltd, Lvl 5/20 Wharf Street, BRISBANE QLD 4000  
Clock International Freight Services P/L, 11 Saligna Drive, TULLAMARINE VIC 3043  
Close Ineson Customs Brokers, 61 Renwick Street, REDFERN NSW 2016  
Colless Young Pty Ltd, Unit 3/7 Miller Street, MURARRIE QLD 4172  
Collins G T and Co Pty Ltd, 3/55 Garden Drive, TULLAMARINE VIC 3043  
Comerford C F Pty Ltd, 4/25 Beverage Drive, TULLAMARINE VIC 3043  
Commercial Customs Services P/L, 645 Princes Highway, ROCKDALE NSW 2216  
Commercial Customs Services P/L, Unit 1 & 2/20 Northumberland Rd, TAREN POINT NSW 2229  
Connor Anderson International P/L, 2 Chalmers Crescent, MASCOT NSW 2020  
Co-ordinated Customs & Forwarding Services P/L, 7/12 Anderson Street, EAST BOTANY NSW 2019  
Cornish International Pty Ltd, 5 Coleman Street, MASCOT NSW 2020  
Customs Agency Services P/L, 273 Sir Donald Bradman Drive, COWANDILLA SA 5033  
Customs Air Clearances Pty Ltd, 65 Abbotsford Street, WEST MELBORNE VIC 3003  
Danzas Pty Ltd, 84-90 Burrows Road, ALEXANDRIA NSW 2015  
Dare J G Pty Ltd, 112 Oak Street, BEAUMARIS VIC 3193

Davies International Freight, U1/1107 Botany Road, MASCOT NSW 2020  
 Dean World Cargo Pty Ltd, 477A Williamstown Rd, PORT MELBOURNE VIC 3207  
 DHL International (Aust) P/L, 163-175 O'Riordan Street, MASCOT NSW 2020  
 Duckworth R J & M E P/L, International Drive, TULLAMARINE VIC 3043  
 Duckworth (Lewis) Pty Ltd, 12 Hutcheson Street, ALBION QLD 4010  
 Dynamic Customs & Freight Services P/L, 7 Kent Road, MASCOT NSW 2020  
 Dysan Tradelink Pty Ltd, 10 Ewan Street, MASCOT NSW 2020  
 Emery Worldwide, 1801 Botany Road, BANKSMEDAW NSW 2019  
 Exel (Australia) Pty Ltd, 86 Bourke Street, ALEXANDRIA NSW 2015  
 Express Clearances, 4/221-223 O'Riordan Street, MASCOT NSW 2020  
 Fedex (Federal Express), Sydney Park, 215-225 Euston Road, ALEXANDRIA NSW 2015  
 Fehlberg Ross Pty Ltd, 19 Brouke Road, ALEXANDRIA NSW 2015  
 Felton R L and Assoc Pty Ltd, 124 Cathedral Street, WOOLLOOMOOLOO NSW 2011  
 Frank Fridland Ray Katte Customs Agencies, 530 Botany Road, ALEXANDRIA NSW 2015  
 Freight Force Customs (VIC) P/L, 3 International Square, TULLAMARINE VIC 3043  
**Deleted by [PR940440](#)** [Freight Management Group, 17 Market Street, BOX HILL VIC 3128]  
 Freightnet International Pty Ltd, Unit 8/2a Burrows Road, ALEXANDRIA NSW 2015  
 General Cargo Forwarders (Aust) P/L, U1/22 Stennett Road, INGLEBURN NSW 2565  
 George Turner (Customs) P/L, 52-54 Rosslyn Street, WEST MELBOURNE VIC 3003  
 Chas Gallagher & Assoc, Suite 1/35 High Street, FREMANTLE WA 6160  
 GCF Griffin Pty Ltd, 273 Sussex Street, SYDNEY NSW 2000  
 Halford Youngs Pty Ltd, 81-85 Lambeck Drive, TULLAMARINE VIC 3043  
 Hartrodt A (Aust) Pty Ltd, 7 Coggins Place, MASCOT NSW 2020  
 Hellmann Worldwide Logistics, 326 Mark Crescent, LAVINGTON NSW 2641  
 Henderson Logistics & Distribution P/L, 5 Tullamarine Park Rd, TULLAMARINE VIC 3043  
 P R Hermes Pty Ltd, 3/71A Rhodes Street, HILLSDALE NSW 2036  
 Hindle-Buralli, 2 Jones Street, O'CONNOR WA 6163  
 Hinton McNeil Customs P/L, 40 French Street, EAGLE FARM QLD 4009  
 H C Agencies Pty Ltd, 7-9 Perry Street, MATRAVILLE NSW 2036  
 Horton & Nadin Customs Agency P/L, 11 William Street, ALEXANDRIA NSW 2015  
 Hudsons Global Logistics, 1 Arncliffe Street, ARNCLIFFE NSW 2205  
 Intercargo Clearance Services P/L, 20 Sarah Street, MASCOT NSW 2020  
 International Shipping Services P/L, 72 St Vincent Street, PORT ADELAIDE SA 5015  
 International Transport Services, 131 Mooringe Avenue, CAMDEN PARK SA 5038  
 Interport Cargo Services (Bris) P/L, 7-11 Curtin Avenue W, HAMILTON QLD 4007  
 Intramar Pty Ltd, 40 Derby Street, TULLAMARINE VIC 3043  
 Intramar Pty Ltd, 3/42-44 Pemberton Street, BOTANY NSW 2019  
 ITM Crosbie Customs, 4 Aviation Place, TULLAMARINE VIC 3043  
 Jackson P M W, 1st Flr - 18 Trade Park Drive, TULLAMARINE VIC 3043  
 JAS International (Aust) P/L, 14/37 - 41 O'Riordan Street, ALEXANDRIA NSW 2015  
 Jet Freight Australia P/L, Lot 41/6b Lillie Crescent, TULLAMARINE VIC 3043  
 J V Customs & Forwarding P/L, 595 Gardners Road, MASCOT NSW 2020  
 Kebia Importex Pty Ltd, 4 Carrington Road, MARRICKVILLE NSW 2204  
 Knaggs Ross and Co P/L, 110 Sussex Street, SYDNEY NSW 2000  
 Kuehne and Nagel (Aust) Pty Ltd, 8 Bradford Street, ALEXANDRIA NSW 2015  
 Lawson J J Pty Ltd, 6 Duguid Street, MASCOT NSW 2020  
 Lawson R R and Stacey Cogle P/L, 517 Flinders Lane, MELBOURNE VIC 3000  
 L.E.B.B. Customs Pty Ltd, 68 Cooper Street, SURRY HILLS NSW 2010  
 Leyshon G J and Sons Pty Ltd, 9 Carlton Street, PORT ADELAIDE SA 5015  
 L C Loynes & Assoc, 8 Lockhart Street, WOOLLOONGABBA QLD 4102  
 Loch M Fraser Logistics P/L, 1 Sperry Drive, TULLAMARINE VIC 3043  
 Love W Customs Services, 269 Abbotsford Road, BOWEN HILLS QLD 4006

MacDonald S Y Pty Ltd, 279 Coventry Street, SOUTH MELBOURNE VIC 3205  
 MacNevin K and Co P/L, 45 Firth Street, ARNCLIFFE NSW 2205  
 McArthur Ian W and Co P/L, 363 Buckley Street, ESSENDON WEST VIC 3040  
 McKeown Customs Services, 595 Gardeners Road, MASCOT NSW 2020  
 McLachlan C G and Co Pty Ltd, 116 Lipson Street, PORT ADELAIDE SA 5015  
 Madden Frank Pty Ltd, 50-52 Howard Street, NORTH MELBOURNE VIC 3051  
 Manton Woodall & Assoc P/L, 875 Ann Street, FORTITUDE VALLEY QLD 4006  
 Marshall & Clements Pty Ltd, 68-72 York Street, SOUTH MELBOURNE VIC 3205  
 Menzies Customs Agency, 508 Queensberry Street, NORTH MELBOURNE VIC 3051  
 Miles Customs & Forwarding P/L, Unit 7/132 Epsom Avenue, REDCLIFFE WA 6104  
 Minhans, 39 High Street, MASCOT NSW 2020  
 Mouton (Clearances) Pty Ltd, 34 Arcadia Street, PENSHURST NSW 2222  
 Mullaly and Byrne Pty Ltd, Melb Cargo Centre, Melb International Airport,  
 TULLAMARINE VIC 3043  
 Nicholson R L Pty Ltd, 20 Ewan Street, MASCOT NSW 2020  
 North Queensland Customs Services, 296 Boundary Street, TOWNSVILLE QLD 4810  
 OBM Pty Ltd, 98 Commercial Road, NEWSTEAD QLD 4006  
 Ouston Freight, 37 Montpelier Road, BOWEN HILLS QLD 4006  
 Palk Freight Pty Ltd, Flr 3/1753 Botany Road, BOTANY NSW 2019  
 Panalpina World Transport, Cnr Doody St & Bourke Rd, ALEXANDRIA NSW 2015  
 Pentagon Freight Services Pty Ltd, 23 Ballantyne Road, KEWDALE WA 6105  
 Renown Customs Pty Ltd, Unit 4/1a Hale Street, BOTANY NSW 2019  
 Roche & Philips Pty Ltd, 13A Meagher Street, CHIPPENDALE NSW 2008  
 Rohlig Australia Pty Ltd, 108 Dalmeny Avenue, ROSEBERY NSW 2018  
 Barry Rogers & Co Pty Ltd, 935 Botany Road, MASCOT NSW 2020  
 Rosenfeld-ICF Pty Ltd, 20 Anderson Street, EAST BOTANY NSW 2019  
 Sadleirs Transport, 3 Miles Road, KEWDALE WA 6105  
 Scott-Boalch, U2/Cnr Horrie Miller Drv & Fricker Rd, NEWBURN WA 6104  
 Segreto & Chidey Pty Ltd, Lvl 4/69 Reservoir Street, SURRY HILLS NSW 2010  
 Schenker & Co (Aust) Pty Ltd, 72-80 Bourke Road, ALEXANDRIA NSW 2015  
 Sherborne ACA, 7/31 Pakenham Street, FREMANTLE WA 6160  
 Smith Channon & Co Nominees P/L, 225 St Vincent Street, PORT ADELAIDE SA 5015  
 Spencer A F & Co International P/L, 332 Pitt Street, SYDNEY NSW 2000  
 Staitis Agencies Ltd, Rear 73 Beattie Street, BALMAIN NSW 2041  
 Stockwell Imports, 127 Coreen Avenue, PENRITH NSW 2750  
 Stokes C and Co Pty Ltd, 35 King Street, MELBOURNE VIC 3000  
 Lou Valsecchi & Assoc, 48 Ladner Street, O'CONNOR WA 6163  
 T & D Customs Services Pty Ltd, 414 Gardeners Road, ROSEBERY NSW 2474  
 Tasman Freight Services, 292 Coward Street, MASCOT NSW 2020  
 Tayer Enterprises Pty Ltd, Evans Street, PORT ADELAIDE SA 5015  
 Tolliday Customs Agency P/L, Unit 3/67 Garden Drive, TULLAMARINE VIC 3043  
**Deleted by [PR940440](#)** [Tradex Pacific Pty Ltd, Suite 4/1-7 Maroondah Highway,  
 CROYDON VIC 3136]  
 Trans World Express Import Export of Aust P/L, 1/651 Princes Highway, ROCKDALE  
 NSW 2216  
 Universal Air Couriers, 247 King Street, MASCOT NSW 2020  
 United Links (Aust) P/L, 5/30 Perry Street, MATRAVILLE NSW 2036  
 Wallace International P/L, 130 Riverside Place, MORNINGSIDE QLD 4170  
 Williams Wright Customs Services P/L, 7-9 Kent Road, MASCOT NSW 2020  
 Williams H L, 535 Old Dookie Road, SHEPPARTON EAST VIC 3631  
 Yusen Air & Sea Services (Aust) P/L, Unit 3/286-288 Coward Street, MASCOT NSW 2002

## **ROPING-IN AWARD NO. 1 OF 1992**

[Roping-in Award No. 1 of 1992 inserted by [K7262](#) ppc 18Dec92]

### **1 - TITLE**

This award shall be known as the Clerical & Administrative Staff (International Freight Forwarding & Customs Clearing Industry) (Roping-in No. 1) Award, 1992.

### **2 - APPLICATION**

The Award known as the Clerical & Administrative Staff (International Freight Forwarding & Customs Clearing Industry) Award 1992 shall be binding according to its terms upon the Federated Clerks Union of Australia and upon the respondents named respectively in Schedule A and in Schedule B to the Award.

### **3 - DATE OF OPERATION**

This award shall come into force from the first pay period commencing on or after 18 December 1992 and will remain in force for a period of 12 months.

### **SCHEDULE A (C 4912 of 1987)**

AAA Customs Services 60 Sinclair Rd Bayswater Vic 3153  
ASG (Australia) Pty Ltd Unit 9 MIAC Bldg International Dve Tullamarine Vic 3153  
ATS Agencies 88 High Street Fremantle WA 6160  
Ace Customs Services Pty Ltd 8 Ewan Street Mascot NSW 2020  
Air Express International (Aust) Pty Ltd 23 O'Riordan St Alexandria NSW 2015  
Air Trade International Pty Ltd 361 Grange Rd Findon SA 5023  
Airborne Freight Corporation 42 Church St Mascot NSW 2020  
Airmark Customs Services Pty Ltd 1/23 Aylesbury St Botany NSW 2019  
Neville Anderson & Associates 11 Phillimore Street Fremantle WA 6160  
Australasian Customs Agency Pty Ltd 33 Bank Street South Melbourne Vic 3205  
V Boalch Pty Ltd (now EFTOS Holdings Pty Ltd trading as Scott-Boalch(1987) 16  
Phillimore St Fremantle WA 6160  
Boyce Wallace Pty Ltd 4/197 Hedley Avenue Hendra Qld 4011  
Brookvale Customs & Forwarding Agents Pty Ltd 12 Clearview Pl Brookvale 2100  
Bullock Hodgekiss Customs Brokers, Suite 37 1st Floor Fremantle Malls 27-45 William St  
Fremantle WA 6160  
Colless Young Pty Ltd 9 Doggett St Fortitude Valley Qld 4006  
Customs & Forwarding Services (Aust) Pty Ltd 37 Montpelier Rd Bowen Hills 4006  
Dalton & Plumbe Customs Pty Ltd 16 Nile Street Port Adelaide SA 5015  
Danzas Wills Pty Ltd (now Danzas Pty Limited) 8 Ricketty St Mascot NSW 2020  
Dynamic Customs Services Pty Ltd 221 O'Riordan St Mascot NSW 2020  
R J Ellement & Company 3 Russell Street Fremantle WA 6160  
W B Famlonga & Associates 16 Phillimore Street Fremantle WA 6160  
Chas Gallagher & Associates 10 Elder Place Fremantle WA 6160  
P R Hermes Pty Ltd 9 Queen Street Alexandria NSW 2015  
Hindle-Buralli 67-679 Quarry Street Fremantle WA 6160

Cavanagh Hinton Customs Pty Ltd (now Hinton McNeil Customs Pty Ltd) 5 Lavarack Avenue, Eagle Farm Qld 4009  
International Freight Forwarding Pty Ltd 5 Hythe Street Ridleyton SA 5008  
International Aircargo Services International Airport Affleck Rd Newburn 6104  
International Shipping Services Pty Ltd 22 Divett St Port Adelaide SA 5015  
Jacksons Mica Pty Ltd 661 Brunswick St New Farm Qld 4005  
Kingfish Customs & Cargo Agency Pty Ltd 8 Ewan St Mascot NSW 2020  
L.E.B.B. Customs Pty Ltd 68 Cooper St Surry Hills NSW 2010  
S B Livesey Pty Ltd 8 High Street Fremantle WA 6160  
L C Loynes & Associates 8 Lockhart Street Woolloongabba Qld 4102  
MSAS Cargo International, 86 Bourke Rd Alexandria 2015  
Manton Woodall & Associates Pty Ltd 875 Ann Street Fortitude Valley Qld 4006  
G S Murray Pty Ltd 4 High Street Fremantle WA 6160  
North Queensland Customs Services 12 Cannan St South Townsville Qld 4810  
Oswald Wyatt & Soames Pty Ltd (now Wyatt Jurd & Soames (Customs Agents) Pty Ltd) 90 Percival Rd Stanmore NSW 2048  
Ouston Francis & Co Pty Ltd (now David Ouston Customs Brokers Pty Ltd) 4/193 Hedley Ave Hendra Qld 4011  
Palk Freight Pty Ltd 12 Ewan Street Mascot NSW 2020  
F Parkes Son & Company 3 Kyabra Street Fortitude Valley Qld 4006  
M J Pascoe Pty Ltd 45 Nundah Street Nundah Qld 4012  
Roche & Philips Pty Ltd 159 Kent Street Sydney NSW 2000  
Segreto & Chidgey Pty Ltd trading as SCD Freight 69/75 Reservoir Street Surry Hills NSW 2010  
F H Sherborne Pty Ltd (now F J Sherborne (WA) Pty Ltd as Trustee for The Sherborne Unit Trust trading as Sherborne ACA 93 Market St Fremantle WA 6160  
VIP Airfreight Pty Ltd 1/153 Beauchamp Road Matraville NSW 2036  
Variant Agencies Pty Ltd 21 Cliff Street Fremantle WA 6160  
W H L Customs Agency 736 Queensberry Street North Melbourne Vic 3051  
W T C Stephenson & Co (NSW) Pty Ltd 123 Euston Rd Alexandria NSW 2015  
Weskel Air Cargo 234 Epsom Avenue Belmont WA 6104  
Western Air Freight International 427 Great Eastern Highway, Redcliffe WA 6104

SCHEDULE B  
(C No. 4913 of 1987)

ACP Customs Services Pty Ltd 54 Park Street Sydney NSW 2000  
ASL Customs Services Pty Ltd 6 Crane Street Melbourne Vic 3000  
Adept Customs Agents & Consultants 15 Belmore Street Arncliffe NSW 2205  
Allstates Customs Services Pty Ltd 2/11 Kitchener Pde Bankstown NSW 2200  
Associated Customs Agents Pty Ltd 25 Aylesbury St Botany NSW 2019  
Austom Clearances Pty Ltd 702 Botany Rd Mascot NSW 2020  
Australasian Customs Agency Pty Ltd 2nd Flr 263-273 King St Mascot NSW 2020  
James K Bell Customs & Forwarding Agency (now J & D Bell Customs Agency Pty Ltd) 5/30 Perry Street Matraville NSW 2036  
Benjamin Freight Force Customs Pty Ltd (now K L Benjamin & Co Pty Ltd) 4/291 Sussex Street Sydney NSW 2000  
Robert Botter & Associates Pty Ltd 63 York Street Sydney NSW 2000  
Michael J Bowen & Associates Pty Ltd 55A Valentia Avenue Lugarno NSW 2210  
C T Airfreight Pty Ltd 146 O'Riordan Street Mascot NSW 2020

Cargochart (Qld) Pty Ltd 444 Queen Street Brisbane QLD 4000  
Clock International Freight Services Pty Ltd 429 Queensberry Rd North Melbourne VIC 3051  
Commercial Customs Services Pty Ltd 645 Princes Hwy Rockdale NSW 2216  
Co-ordinated Customs & Forwarding Services Pty Ltd 1/97 Banksia St Botany NSW 2019  
Correct Customs Services 41 Daphne Street Botany NSW 2019  
Dean Management Services 253 Park Street South Melbourne Vic 3205  
Endeavour Customs Brokers Pty Ltd 1/3 Firth Street Arncliffe NSW 2205  
Freight on Board Customs Service Pty Ltd 429 Pacific Highway Crows Nest 2065  
General Cargo Forwarders (Australia) Pty Limited 12-15 Alfred Rd Chipping Norton NSW 2170  
Griffin Customs & Forwarding 6/281 Sussex Street Sydney NSW 2000  
H C Agencies Pty Ltd 212 Harris Street Pyrmont NSW 2009  
Hawkair Cargo Pty Ltd 12 Daniel Street Botany NSW 2019  
Horton & Nadin Customs Agency Pty Ltd 16-20 Birmingham St Alexandria NSW 2015  
Intercargo Clearance Services Pty Ltd 10 Ewan Street Mascot NSW 2020  
Intercontinental Customs Brokers Pty Ltd 1401 Botany Rd Botany NSW 2019  
Interfreight International Pty Ltd Suite 3 966-970 Botany Rd Mascot NSW 2020  
Interlink Agencies Pty Ltd 28 Lord Street Botany NSW 2019  
International Transport Services 131 Mooringe Avenue Camden Park SA 5038  
Intramarc Pty Ltd 72 Robey Street Mascot NSW 2020  
J V Customs & Forwarding Pty Ltd 3 Allan Street Waterloo NSW 2012  
James Customs Brokers Pty Ltd 30 Boundary Street South Melbourne VIC 3205  
Menzies Customs Agency 4th Floor Building B World Trade Centre Melbourne 3005  
P K Miles Pty Ltd 64 Riseley Street Ardross WA 6153  
Mouton Clearances Pty Ltd 34 Arcadia Street Penshurst NSW 2222  
D W Mullins & Co Pty Ltd Unit 2 809/821 Botany Rd Rosebery NSW 2018  
Pentagon Freight Services Pty Ltd Unit 7B Cnr Down St & Kewdale Rd Kewdale WA 6105  
Renown Customs Pty Ltd 80 Crown Street Woolloomooloo NSW 2011  
Rhenus Transport Pty Ltd 20 Loftus Street Sydney NSW 2000  
Barry Rogers & Co Pty Ltd 133 O'Riordan Street Mascot NSW 2020  
M Rosenfeld Customs Agency (NSW) Pty Ltd 488 Botany Rd Beaconsfield NSW 2015  
Southern Customs & Shipping Agency 19 Broome Avenue Mentone Vic 3194  
T & D Customs Services Pty Ltd 1/1801 Botany Rd Botany NSW 2019  
Tolliday Customs Agency Pty Ltd 335 Flinders Lane Melbourne Vic 3000  
United Links (Australia) Pty Ltd Hale Street Botany NSW 2019  
Unitload Customs Services Pty Ltd 1150 Botany Rd Botany NSW 2019  
Lou Valsecchi & Associates 1 Mouat Street Fremantle WA 6160  
HEC Webb & Associates 3 Shields Crescent Booragoon WA 6154  
Gary Williams Customs Agency 144A Lavarack Avenue,, Eagle Farm Qld 4009

## **ROPING-IN AWARD NO. 1 OF 2004**

[Roping-in No. 1 of 2004 inserted by [PR953162](#) ppc 26Oct04]

### **1. TITLE**

This award shall be known as the Clerical and Administrative Staff – International Freight Forwarding and Customs Clearing Industry (Roping - In No.1) Award 2004.

### **2. PARTIES BOUND**

This award shall be binding upon:

- 2.1** the Australian, Municipal, Administrative, Clerical and Services Union (the “Union”), its officers and members; and
- 2.2** the respondents listed in the schedule in respect of all their employees who are eligible to be members of the Union whether members or not.

### **3. APPLICATION**

The terms of the Clerical and Administrative Staff (International Freight Forwarding & Customs Clearing Industry) Award 2003 [AW826032] as varied from time to time shall be binding upon the parties.

### **4. SAVINGS PROVISION**

No employee shall, as a result of the making of this award, suffer any loss of existing wages or other benefits which would constitute any allowable award matter to which the employee is entitled prior to the date of the coming into operation of this award.

### **5. DATE OF OPERATION**

This award comes into force from the beginning of the first pay period to commence on or after 26 October 2004 and shall remain in force for a period of 12 months.

#### **Schedule**

1	ABX Logistics Australia Pty Ltd	9 Trade Park Drive Tullamarine VIC 3043
2	ACA International Pty Ltd	60 Fulton Drive Derrimut VIC 3030
3	Access Customs Services Pty Ltd	559 Queensberry Street North Melbourne VIC 3051
4	ADM Customs and Freight Services Pty Ltd	Unit 24 MIAC Building, International Drive Tullamarine VIC 3043
5	Airmark Ocean and Air Logistics	7/443 West Botany Street Rockdale NSW 2216
6	All Cargo Logistics International Pty Ltd	72 Robey Street Mascot NSW 2020
7	Angus International Freight Pty Ltd	42 Pemberton Street Botany NSW 2019
8	Apollo Customs Services	Unit6/53 Kewdale Road Kewdale WA 6105
9	Austin International Trade Services Pty Ltd	Level 2, 1753 Botany Road Banksmeadow NSW 2019
10	Australian Global Freight Pty Ltd	927 Kingsford Smith Drive Eagle Farm QLD 4009
11	Ausway International Freight Pty Ltd	Unit 218, 30-40 Harcourt Parade Rosebury NSW 2018
12	Bonnell Customs Agencies	83 Fearnley Street, Portsmith QLD 4870
13	C&H Freight Pty Ltd	Unit 3, 4-8 Mareno Road Tullamarine VIC 3043
14	Cable International Services Pty Ltd	Level 1, 226 Commonwealth Street Surry Hills NSW 2010
15	Cargo Line International Pty	Level 3, 1753-1765 Botany Road Banksmeadow NSW 2019

16	Cargo Network International Pty Ltd	7/212 Curtin Avenue, PO Box 1331 Eagle Farm QLD 4009
17	Cargo Traders (SA) Pty Ltd	4 Kyle Place Port Adelaide SA 5015
18	Carpentaria International	51 Buchanan Road Banyo QLD 4014
19	Century Customs Pty Ltd	214 Coward Street, PO Box 491 Mascot NSW 2020
20	Clarke Customs Pty Ltd	591 Bridge Road Richmond VIC 3121
21	Complete Global Solutions	5/160 Fison Avenue Eagle Farm QLD 4009
22	CPL Global Solutions Pty Ltd	2/23 Underwood Avenue Botany NSW 2019
23	CT Freight Pty Ltd	2-4 Bradford Street Alexandria NSW 2015
24	Customs & Forwarding Services (Australia) Pty Ltd	37 Montpelier Road Bowen Hills QLD 4006
25	Customs Brokers and Forwarders Council of Australia	PO Box 303 Hamilton QLD 4001
26	Customs Cargo Automators Pty Ltd	Unit 5, 620 Botany Road Alexandria NSW 2015
27	D R Hearn & Associates Pty Ltd	75a Bourke Road Alexandria NSW 2015
28	Diageo Australia Limited	14 Distillers Place Huntingdon NSW 2446
29	Dindas Lew Australia	136 Fiarbank Road Clayton VIC 3168
30	DPS Customs Brokers Pty Ltd	1/11 853 Nudgee Road Northgate QLD 4013
31	Eagle Datamation International	Level 2, 184 Bourke Street Alexandria NSW 2015
32	Edgar Bell & Co Pty Ltd	65 Abbotsford Street West Melbourne VIC 3003
33	EDI Customs Brokers Pty Ltd	10 Hutcheson Street Albion QLD 4010
34	EGL Eagle Global Logistics (Australia) Pty Ltd	9-13 Underwood Avenue Botany NSW 2019
35	Express Customs and Forwarders Pty Ltd	Unit 109, AFCAB Building Tullamarine VIC 3043
36	Express Logistics International	Unit 537, 41 O'Riordan Street Alexandria NSW 2015
37	Famous Pacific Shipping (QLD) Pty Ltd	Unit 6, 273 Abbotsford Road Albion QLD 4010
38	Freight Plan International Pty Ltd	Suite 23, 133 Kewdale Road Kewdale WA 6105
39	Freight-Biz International	140 Ashley Street Underdale SA 5032
40	Fremantle Customs Brokers Pty Ltd	3 Norfolk Street Fremantle WA 6160
41	Gary Williams Customs Agency	853 Nudgee Road Northgate QLD 4013
42	Gateway Customs Brokers	Unit 11, 29 Links Avenue North Eagle Farm QLD 4009
43	GHT Customs Agency	1 Evans Street Hobart TAS 7000
44	Gibson Freight Australia Pty Ltd	1a Hale Street Botany NSW 2019
45	GPSM Pty Ltd	Unit 4, 1 Coggins Place Mascot NSW 2020
46	Harvey International Services	Unit 19, 61-71 Beauchamp Road Matraville NSW 2019
47	Henning Hardners Pty Ltd	134-138 William Street Sydney NSW 2000
48	Hunter Cargo & Customs	4A Elizabeth Street, Tighes Hill Carrington NSW 2294
49	ICL International Pty Ltd	18 Kingtel Place Geebung QLD 4034
50	IFB Network Pty Ltd	Unit 90, 30 Perry Street Matraville NSW 2036
51	Imex Shipping Pty Ltd	8/6 Tennyson Street Clyde NSW 2142
52	Interfreight International Pty Ltd	1 Ewan Street Mascot NSW 2020
53	Intergroup Shipping (WA) Pty Ltd	3/275 Marmion Street Melville WA 6156
54	International Cargo Customs	Unit 2, Cnr Horrie Miller Drive & Fricker Road Newburn WA 6104
55	International Cargo Express	Unit 4, 2-4 Doody Street Alexandria NSW 2015
56	International Concept Forwarding	20 Anderson Street Botany NSW 2019
57	International Trade Management	13-21 Mandible Street Alexandria NSW 2015
58	ITAC Services Pty Ltd	7 International Square Tullamarine VIC 3043
59	J N Campbell Customs Pty Ltd	6-8 Crewe Place Roseberry NSW 2018
60	K L Benjamin & Co Pty Ltd	Level 6, 88 Foveaux Street Surry Hills NSW 2010
61	L C Loynes & Associates	8 Lockhart Street Woollongabba QLD 4102
62	L T Beneke & Co Pty Ltd	4/181 High Street Willoughby NSW 2068
63	Lebb Customs Pty Ltd	68 Cooper Street Surry Hills NSW 2010
64	Lou Valsecchi & Associates	48 Ladner Street O'Connor WA 6163
65	M & D Jones Customs	Unit 11, 339 Williamston Road Port Melbourne VIC 3207
66	Macabel Trading Pty Ltd	3 Tallowood Avenue Lugarno NSW 2210
67	Manton Begley Woodall Pty Ltd	Level 5, Bayview Tower, 1753 Botany Road Banksmeadow NSW 2019
68	Maritime Container Services Pty Ltd	20 Canal Road St Peters NSW 2044
69	Mathew Short & Associates Pty Ltd	10 George Street Miranda NSW 2228
70	McAfee Customs & Forwarding Pty Ltd	14 Belcaro Street Upper Mt Gravatt QLD 4122

71	McGregor Customs Pty Ltd	2/1371 Botany Road Botany NSW 2019
72	Michael J Bowen & Associates Pty Ltd	Unit 1, 5-15 Epsom Street Rosebery NSW 2018
73	Milne Dunkley Customs & Forwarding	Level 3, 493 St Kilda Road Melbourne VIC 3004
74	Optim Cargo Service Pty Ltd	284 Coward Street Mascot NSW 2020
75	Owens Global Logistics	70-74 Springbank Street Tullamarine VIC 3043
76	P & O Muecke (A Divison of P & O Transport Australia Pty Ltd)	2 Elder Road Birkenhead SA 5015
77	Pacific National Pty Ltd	Level 5, 85 Geroge Street Parramatta NSW 2150
78	Pacific Network Cargo	3 Smolic Court Tullamarine VIC 3043
79	Paul Anstey & Co Pty Ltd	5 Assembly Drive Tullamarine VIC 3043
80	Paul G Stephenson & Associates Pty Ltd	7 Valley View Close Roseville NSW 2069
81	Paul's Customs & Forwarding Solutions Pty Ltd	Unit 2, 79-81 Boundry Road Mortdale NSW 2223
82	Personal Customs Services	550 Princess Highway, PO Box 702 Rockdale NSW 2216
83	Peter Hodder & Associates Pty Ltd	Unit 4, Level 3, 14 Queens Road Melbourne VIC 3004
84	Peter Thornburn & Associates	797 Elizabeth Street Waterloo NSW 2017
85	Pilot Freight International Logistics Services	PO Box 88 Mascot NSW 2020
86	PJ's Customs Brokers & Darwin Forwarding Pty Ltd	Unit 1 Lot 3302, Export Drive, Trade Development Zone Berrimah NT 0828
87	Platinum Freight Management Pty Ltd	24 Hillpine Avenue Beverley Park NSW 2217
88	Power Customs Services Pty Ltd	120 Rosslyn Street West Melbourne VIC 3003
89	Powerhouse Clearances Pty Ltd	Ubit 1, 51-53 Kewdale Road Kewdale WA 6105
90	Premier Customs Services Pty Ltd	985 Bourke Street Waterloo NSW 2017
91	Protrade International Pty Ltd	Suite 38, 283 Sir Donald Bradman Drive Brooklyn Park SA 5031
92	PW Hannah & Associates (International)	7th Floor, 3 Bowen Cresent Melbourne VIC 3004
93	Queensland Customs Brokers Pty Ltd	40 Commerical Road Fortitude Valley QLD 4006
94	Ratcliffe & Polly Pty Ltd	5 Perry Street Matraville NSW 2036
95	Regency Customs & Forwarding Agency	595 Gardeners Road Mascot NSW 2020
96	Ross Fehlberg Pty Ltd	1/19-21 Bourke Road Alexandria NSW 2015
97	Global Logistics Management	Level 5, 20 Wharf Street Brisbane QLD 4000
98	SCD Freight	69/75 Reservoir Street Surry Hills NSW 2010
99	SDV (Kamden) Australia Pty Ltd	Level 1 Suite 3, Unit 21 Discovery Drive Banksmeadow NSW 2019
100	Skelton Tominson	Unit 2, Ross St (cnr Dulong Street) QLD 4006
101	Snodgrass Customs Brokers & Freight Forwarders Pty Ltd	263 King Street Mascot NSW 2020
102	Southern Cross Customs Pty Ltd	9/71A Rhodes Street Hillsdale NSW 2036
103	Stevenson Logistics Pty Ltd	2 Clontarf Road Beaconsfield WA 6162
104	Strang International Pty Ltd	889 Nudgee Road Northgate QLD 4013
105	Summit Global Logistics	Unit 6, 7 Kent Road Mascot NSW 2020
106	T M Daniel & Associates Pty Ltd	Suite 3, AFCAB Building Melbourne Airport VIC 3043
107	TACS International	37 Dutton Street Cairns QLD 4870
108	Tayper Enterprise Pty Ltd	Customs & Shipping Agents, Evans Street Port Adelaide SA 5015
109	TCF Customs Pty Ltd	34-36 McCauley Street Matraville NSW 2036
110	The Action Network	797 Elizabeth Street Zetland NSW 2017
111	Townsville Customs & Forwarding Services Pty Ltd	121 Hurbert Street, PO Box 872 Townsville QLD 4810
112	Transway Express	18/198 Young Street Waterloo NSW 2017
113	Transworld Marine Express Pty Ltd	Level 1, 28 Market Street Brisbane QLD 4000
114	UPS Freight Supply Chain Services (Australia) Pty Ltd	PO Box 547 Mascot NSW 1467
115	Vantage Customs Services Pty Ltd	40 Lord Street (PO Box 3*29, Matraville NSW 2036) Botany NSW 2019
116	White Amy & Associates Pty Ltd	Unit 14, 56 O'Riordan Street Alexandria NSW 2015
117	Woodford Cargo Management Australia Pty Ltd	5/30 Perry Street Matraville NSW 2036

## **SCHEDULE B - FEDERAL EXPRESS (AUSTRALIA) PTY LTD ENTERPRISE AGREEMENT**

[Sched B Note substituted by [PR942817](#); [PR943176](#) from 29Jan04]

Note: This Schedule operates so as to over-ride the provisions of this award and has application until 4th March 2004 only. This Schedule references the provisions of the Clerical and Administrative Staff (International Freight Forwarding and Customs Clearing Industry) Award 1992 as it applied prior to the Decision of 9 July 2003 [[PR934444](#)].”

1. This agreement has been entered into between Federal Express (Australia) Pty Ltd (the Company) and all employees of the Company referred to herein on the day as stated, but to have effect from the date of ratification hereof.
2. This agreement has the consent of all employees affected hereby.
3. The parties to the agreement have co-operated in a fundamental review of the Award and the matters have been agreed as measures to be implemented to improve the efficiency of the Company, and to provide employees with access to more varied fulfilling and better paid jobs. In particular, the parties have identified areas where the Award provisions do not adequately and fully cover the work performed by sections of the workforce.
4. The matters hereby agreed also have the effect of applying workplace reform measures by way of meeting the requirements of the structural efficiency principle determined in the 7 August 1989 National Wage Case decision. To this end, the Company has agreed with the employees that, as part of the overall agreement reached, the second instalment of the structural efficiency payment arising from the 7 August 1989 National Wage Case decision will be passed on to employees, subject only to there being no "double dipping" of the money at such time as a formal order is made by the Commission in the Award hearing in matters C No. 32143 of 1990 and 22052 of 1991.
5. In lieu of the respective provisions of the Clerical and Administrative staff (International Freight Forwarding and Customs Clearing Industry) Award 1992 as noted, the following matters have been agreed to apply:

### **5.1 Award Clause 5 - Salaries and Classifications**

- 5.1.1 Subject to the provision of clause 4 hereof the Wage and Classification Schedule for Appendix D respondents set out in clause 5 of the Award shall apply. Notwithstanding clause 6 hereof the parties shall have leave to apply to the Commission as they may be advised with respect to matters arising from the October 1991 National Wage Case (Print K0300) in respect of the said wage and classification schedule.

## **5.1.2 Juniors**

Employees aged 20 years of age and under shall be paid a wage calculated at the following percentage of the minimum wage payable with respect to the classification into which the junior employee is graded; for a fixed period of 3 months following engagement, after which period the rate of wage shall be that for which the employee is classified on the basis of the shifts demonstrated during the initial fixed period:

Aged 18 years of age and under	70%
Aged 19 and 20 years of age	90%

**5.1.3** The grade of each clerical employee shall be determined by the Company. The Company will ensure that facilities are provided for employees to be trained and acquire the necessary degree of experience and capability for work so as to qualify them to be placed in higher classifications when opportunities become available and where they can be compensated for the particular skills and qualifications they have acquired relative to the work they undertake in the Company. Whilst it is recognised that persons who have acquired the qualifications and skills will not automatically be appointed to positions, the Company will have regard to such skills in order to provide for lateral career development for individual employees in the grading process.

**5.1.4** Employees who are not able to demonstrate that they continue to possess the relevant level of skill shall be counselled in the first instance by the Company in respect of the issue. Further counselling sessions should take place to assist an employee who has demonstrated a willingness and aptitude to lift the level of skills to the required level, and every reasonable opportunity afforded the employee to work to attain the necessary skill level. Should this not result in the improvement required, the Union shall be advised by the Company that the company may, in lieu of terminating the employee, agree with the employee to vary the employee's conditions of employment so that the employee is employed in a classification reflecting the degree of skill demonstrated. An employee so reclassified shall lose such wage represented by the difference between the old and the new classification. Such loss of wage shall be effected by future wage variation entitlements being absorbed to the extent of the difference.

## **5.2 Award Clause 6 - Hours of Duty**

**5.2.1** The provisions of subclauses (b),(c) and (d) shall not apply. In lieu thereof, the following provisions shall apply:

**5.2.1.1** Subject to the provisions of clause 7 - Overtime, the hours of work of employees may be worked on any or all days of the week, Sunday through Saturday provided that:

- (a) Not more than 8 hours exclusive of meal breaks shall be worked on any day without the payment of or provision for overtime as provided herein; and
- (b) Not more than 38 hours shall be worked in any period of 7 working days without the payment of or provision for overtime as provided herein.
- (c) An employee shall not be required to work on more than five (5) days of the week without payment of overtime for the sixth or seventh days.

**5.2.1.2** The ordinary hours of duty shall be between the hours of 6.00 a.m. and 6.00 p.m. PROVIDED THAT in circumstances where it is necessary to meet the exigencies of the business, or where it is conducive to the efficient and/or productive operation of the business agreement may be entered into between the Company and certain employees for the ordinary span of hours to be extended to finish no later than 10.00 p.m. Advice that such agreement has been reached including the number of employees involved and their particulars, shall be given to the union and any work system so agreed shall not commence until the expiration of seven (7) clear working days following the advice being so given. Nothing in this clause shall allow for any employee to work in excess of the ordinary number of hours prescribed herein for work on any one day.

**5.2.1.3** The normal starting and finishing times for work for employees shall be fixed by the Company and advised to each employee. Such normal starting and finishing times shall not be changed for ordinary purposes except by seven (7) days notice being given to the employee(s). Provided that in the event of some foreseen but extraordinary circumstances (such as a delayed arrival or departure of an aircraft from overseas) arising and where it is possible to give the employee reasonable notice thereof, the employee may be advised of a starting time later than the normal time (but not more than two (2) hours following that time) in which event the employee shall be paid at ordinary time rates of pay from his normal starting time up until the newly advised starting time, and then at ordinary rates of pay from the actual commencement of work and for a span of working hours not to exceed normal ordinary hours of work of the employee, as prescribed herein.

**5.2.2** In lieu of the provisions herebefore providing for ordinary hours of work not to exceed eight (8) per day the Company may agree with employees to work ordinary hours of work on any four (4) days of the week, Sunday through Saturday, of not more than ten (10) hours on any one day exclusive of meal breaks, subject to the following:

- (a) Advice that such agreement has been reached will be advised to the Union and the matters so agreed will not be implemented for a period of seven (7) clear working days following such advice.
- (b) The provisions which are consequential upon this aspect of the agreement shall be read into the relevant Award provisions for example:
  - (i) Following the end of subclause (c) the words ". . . or over 4 days of not more than 9 hours 30 minutes continuously except for meal breaks"
  - (ii) In lieu of subclause 6B(f) provide
    - (A) Employees who work ordinary hours of work over five days of the week shall work up to a maximum of eight (8) ordinary hours of work, and payment shall be for a maximum of 7 hours 36 minutes per day with accrual for entitlement for a rostered day off being made on the basis of a maximum of 24 minutes per day.
    - (B) Employees who work ordinary hours of work over four days of the week shall work up to a maximum of ten (10) ordinary hours of work, and payment shall be for a maximum of 9 hours 30 minutes per day with accrual for entitlement for a rostered day off being made on the basis of a maximum of 30 minutes per day.
  - (iii) Where stated, the words "8 hours" shall be read as "10 hours".

### **5.3 Award Clause 6A - Implementation of 38 hour week**

- 5.3.1** With respect to the provisions of clause 6A, wheresoever the words "Monday to Friday" appear the words "Sunday to Saturday" shall apply.
- 5.3.2** In any roster arrangement employees shall be rostered so that, in any consecutive period of four (4) weeks, at least one Saturday and Sunday, and one other Saturday and one other Sunday shall be rostered as normal rostered days off PROVIDED THAT such arrangement may be varied by agreement between the Company and an employee to give effect to an arrangement providing for regular rostering of Saturdays or Sundays as days off, especially to recognise religious constraints.

### **5.4 Award clause 7 - Overtime**

- 5.4.1** The following additional provision is agreed:

The Company may agree with the employee for the allowance of time off in lieu of payment of overtime, subject to the following:

- (a) Such time off shall be equivalent to the overtime rate which would have otherwise been paid.
- (b) The time of taking such time off shall be agreed at the time of arranging for or directing the overtime be worked. Notwithstanding, time off pursuant to the provision shall only be taken on a day which is mutually agreeable to the parties and falls within ten (10) working days of the overtime being worked. If such lieu of is not taken by the end of the tenth day therefrom, the employee shall be paid the overtime worked at the prescribed rate, and the eligibility for the time off shall cease. Time off, to the extent provided, may be taken by agreement as part of a normal working day, in which event the period off shall commence from the normal starting time of work on the day, and shall count as if the time had been worked for all other purposes.

**5.4.2** An employee may be required to perform overtime by way of attending work to undertake a specific task for which the employee is specially qualified. In the event, the employee shall be paid at time and one half for all work performed with a minimum payment for four (4) hours together with payment at the rate provided for the time reasonably taken by the employee to travel from his normal place of residence to the work place. (Provided that, if the travel time and time engaged in performing the work together do not exceed four (4) hours, then payment for four (4) hours only shall be made.)

**5.4.3** The provisions of subclause (e) shall not apply and the parties shall rely upon the provision of subclause (c).

**5.5 Award clause 13 - Saturday, Sunday and Holiday rates**

The provisions of clause 13 shall not apply, and in lieu thereof, the following is agreed:

**5.5.1** All time worked between midnight Friday and midnight Saturday shall be paid at the rate of time and a half.

**5.5.2** All time worked between midnight Saturday and midnight Sunday shall be paid at the rate of double time.

**5.5.3** All time worked by employees on any of the days observed as a Public Holiday as prescribed in clause 12 - Public Holidays of the Award shall be paid, in addition to the ordinary pay for the day worked, at the rate of time and one half.

**5.5.4** Employees who work Saturdays, Sundays or Public Holidays either by way of working such hours as part of their ordinary weekly construction of hours of work, or by way of overtime, shall receive the benefit of the appropriate penalty payment for no less than four (4) hours of work on the day, irrespective of whether time actually worked is less than four (4) hours.

## **5.6 Award clause 19 - Meal Allowance**

**5.6.1** In lieu of the words "one hour" in paragraph (a)(i) the words "two hours" shall apply.

**5.6.2** The provisions of paragraph (a)(ii) shall not apply insofar as they apply to ordinary work on Saturday and/or Sunday, but they shall continue to apply for all overtime work performed on Saturday and/or Sunday.

## **5.7 Award clause 24 - Payment of Wages**

- (a) Wages shall be paid once in each two weeks (or, where there is agreement between the employer and the employee, once in each month) by electronic transfer of funds to a banking account nominated by the employee, so that funds become available to employees no later than midday on the Thursday of each second week (or, in the case of monthly pay, on the day nominated between the parties) and on the basis that a statement of wages paid, together with advice of any deductions made therefrom, shall be made to each employee not later than close of business on the Wednesday immediately prior to the day on which payment of wages is due.
- (b) Where agreement is reached between the employer and employee(s), payment of wages may be by some other means than EFT, including by cheque.
- (c) Payment of overtime worked for the final week of the pay period need not be made until the succeeding pay day.

## **5.8 Award clause 26 - Notice Board**

Advice that this agreement has been entered into shall be given to each employee of the Company and posted in a place prominent and accessible to the employees affected. A copy hereof shall be held by a representative of the employees under circumstances where it can be made readily available for the reading and information of any employee in the establishment.

## **5.9 Award clause 30 - Shift Work**

**5.9.1** The provisions of clause 30 are agreed to varied with respect to the employees covered hereunder as follows:

- 5.9.1.1** In addition to the provisions of paragraph (a)(ii) employees of the Company may be required to work shift work where the working of shifts by clerical employees is an essential part of the Company's operation as an International Freight Forwarder and is required to respond to the scheduling of Aircraft operated by the Company (or by divisions of the Company's parent Company) operated by the Company as part of that operation.

**5.9.1.2** The provisions of the Award with respect to "afternoon shift" and "night shift" shall continue to apply, for such hours as a re worked on a shiftwork arrangement as defined, and not being hours worked and paid for as overtime.

**5.9.1.3** Add a definition of "Early Morning Shift" as follows:

Early Morning Shift" shall mean any shift commencing after midnight and unless provided for under the provisions of 5.3.1.2 hereof, and prior to 6.00 am. The additional percentage payable with respect to "Early Morning Shift" shall be:

With respect to shifts commencing between midnight and 4.00 am - 22.5%

With respect to shifts commencing between 4.00 am and 6.00 am - 12.5%

**5.9.1.4** Delete the words between "Provided that ... paid accordingly" appearing in paragraph (c)(i) - the provisions of clause 5.2.2 hereof shall apply to all work performed on a Saturday (time and one half), Sunday (double time) and Public Holidays (time and one half in addition to ordinary time). The meaning of paragraphs (c)(v) and (c)(vi) and subclause (e) shall be interpreted accordingly.

**5.9.1.5** The provisions of subclause (g) shall not apply.

**5.9.1.6** The provisions of subclause (h) shall not apply, but employees shall be entitled to the benefits of clause 7(c) of the Award.

## **6. TERM**

The provisions of this Enterprise Agreement shall commence on 19 February 1992 and shall continue in force for a period of two (2) years or upon variation arising out of further agreement being entered into between the parties.

## **7. SUBSEQUENT AWARD**

In the event of an award being made in replacement of the Clerks (Road Transport and Customs Clearing Industry) Consolidated Award and to which Federal Express (Australia) Pty Ltd is made respondent with respect to its clerical employees, this Appendix shall be included as an appendix to such replacement award to commence from the date of making thereof and continuing until the date which would otherwise be the date of conclusion of this agreement had not the replacement award been made.

## DECLARATION - VICTORIA

[Common rule declared by [PR953386](#) from 01Jan05; corrected by [PR954516](#) from 01Jan05; [PR955145](#) from 01Jan05]

Further to the decision issued by the Commission on 17 December 2004 [AW826032 [PR953510](#)] and pursuant to ss.141 and 493A of the *Workplace Relations Act 1996* (the Act), the Commission makes the following declaration for a common rule award:

1. In this Declaration:
  - 1.1 **the award** means the Clerical and Administrative Staff – International Freight Forwarding and Customs Clearing Industry Award 2003, as varied from time to time;
  - 1.2 **employees** means employees in the industry who perform work of a kind that is covered by the award, but not any person who is a director or manager of an employer or a person to whom such person has delegated the right to engage and terminate the employment of employees;
  - 1.3 **employers** means employers who employ employees;
  - 1.4 **the industry** means the customs clearing and international freight forwarding industry
2. That save for and subject to the matters referred to in clauses 4 to 7 below, the whole of the terms of the award except those specified in clause 3 below, shall be:
  - 2.1 a common rule for the industry in Victoria and known as the Clerical and Administrative Staff – International Freight Forwarding and Customs Clearing Industry Victorian Common Rule Declaration 2005
  - 2.2 binding on all employers in respect of the employment by them of employees;
  - 2.3 binding on all employees; and
  - 2.4 binding on the Australian Municipal, Administrative, Clerical and Services Union.
3. The following clauses of the award are not included in the Clerical and Administrative Staff – International Freight Forwarding and Customs Clearing Industry Victorian Common Rule Declaration 2005.
  - 3.1 Clause 5 - Commencement date of award and period of operation;
  - 3.2 Clause 6 - Coverage of award and parties bound; insofar as it refers to employers bound by the award.
4. Subject to 4.1 to 4.5 below, all provisions in the Clerical and Administrative Staff – International Freight Forwarding and Customs Clearing Industry Victorian Common Rule Declaration 2005 are to operate from 1 January 2005.

- 4.1** With respect to annual leave, only periods of annual leave commencing on or after 31 January 2005 attract leave loading.
- 4.2** With respect to redundancy payments for employees of employers who have less than 15 employees, only service on or after 1 January 2005 is to be taken into account for the purpose of calculating 'service'.
- 4.3** With respect to redundancy payments for employees of employers who have 15 employees or more, only service on or after 1 January 2004 is to be taken into account for the purpose of calculating 'service'. [Note: the agreement in respect of this issue is without prejudice to the position a party may put in roping-in proceedings.]
- 4.4** Any accident make-up pay clause is to apply in relation to any injury on or after 4 October 2004.
- 4.5** The wages clauses (including all allowances and penalty payments) are to commence operation from the first pay period on or after Monday, 3 January 2005 provided that in all cases the wages clauses commence operation no later than 5 January 2005.
- 5.** The Clerical and Administrative Staff – International Freight Forwarding and Customs Clearing Industry Victorian Common Rule Declaration 2005 shall not apply to employers respondent by any means to any other award of the Commission in respect of the employment by them of employees covered by that award. In particular, this Declaration shall not apply to:
- 5.1** Any person employed in accordance with the Clerical and Administrative Employees (Victoria) Award 1999 [AW773032] who is required to perform work in the classifications covered by that award.
- 5.2** Any person employed in accordance with the Clerks (Road Transport Industry) Award 2002 [AW828787] who is required to perform work in the classifications covered by that award.
- 5.3** Any person employed in accordance with the Transport Workers (Air Freight Forwarders and Custom Clearance) Award 2000 [AW801394] who is required to perform work in the classifications covered by that award.
- 6.** This declaration shall not apply to a person with a disability who is eligible for a Disability Support Pension and who is employed by a supported employment service that receives funding under the *Disability Services Act 1986* (Cth) to provide support for that person. [See Note 1 below.]
- 7.** An employer who is making superannuation contributions into a complying superannuation fund, within the meaning of the *Superannuation Industry (Supervision) Act 1993* (Cth), on behalf of an employee covered by this declaration prior to the date of effect of this declaration is exempt from any provision in the award which specifies the fund or funds into which superannuation contributions are to be paid. [See Note 2 below.]

**8.** In the event of a dispute about the entitlement of an employer to set-off entitlements and benefits required to be provided under a contract of employment made prior to the date of this declaration against entitlements and benefits required to be provided under the Clerical and Administrative Staff – International Freight Forwarding and Customs Clearing Industry Victorian Common Rule Declaration 2005, the matter may be referred to a Board of Reference consisting of a Member of the Commission which shall determine whether or not such a set-off should be permitted having regard to what is fair and equitable in all the circumstances of the case, without regard to technicalities and legal forms.

**8.1** An appeal lies from a decision of a Board of Reference to a Full Bench of the Commission.

**8.2** This clause shall apply for a period of twelve months from the commencement date of the Clerical and Administrative Staff – International Freight Forwarding and Customs Clearing Industry Victorian Common Rule Declaration 2005. Any registered organisation bound by the terms of the Clerical and Administrative Staff – International Freight Forwarding and Customs Clearing Industry Victorian Common Rule Declaration 2005 shall be notified of the time and date of hearing in relation to any application made pursuant to this provision.

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

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

### **Note 1**

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

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

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

## **Note 2**

1. The purpose of the exception above is to maintain the status quo in respect of employers who, as at the date of effect of the common rule declaration, are making superannuation contributions into a complying superannuation fund. These employers will not be required to change their existing arrangements. Nor will there be any requirement for the existing arrangements to be the subject of an agreement between the employer and employees. For the avoidance of doubt, the exception continues to apply to employers who are making superannuation contributions to complying superannuation funds which are successor funds (as defined in Regulation 1.03 of the *Superannuation Industry (Supervision) Regulations 1994* (Cth), or as amended or replaced by other legislation) into which benefits are transferred, after the date of effect of the common rule declaration, in accordance with the *Superannuation Industry (Supervision) Act 1993* (Cth) and the Regulations thereunder. Further, "existing arrangements" includes the making of contributions to such funds.

2. The exception is in respect of current and future employees of the employers who are entitled to the benefit of the exemption.

3. The exception does not apply to new businesses which are established after the date on which the award is declared to have effect as a common rule.

4. The exception only applies to employers who are required to apply the terms of the award by virtue of the Common Rule declaration. It does not apply to employers who are named respondents to the award or who are parties bound by virtue of the membership of an employer organisation.

5. The exception applies subject to any Commonwealth legislation to the contrary.

## **Note 3**

Subject to s.113 of the *Workplace Relations Act 1996* and any order of the Commission, an award dealing with particular matters continues in force until a new award is made dealing with the same matters (see s.148 of the *Workplace Relations Act 1996*).

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