

Appendix A: Example of a log of claims

SHOP, DISTRIBUTIVE AND ALLIED EMPLOYEES'
ASSOCIATION LOG OF CLAIMS



Shop, Distributive & Allied Employees' Association

REGISTERED OFFICE: FIFTH FLOOR, 53 QUEEN STREET, MELBOURNE, 3000

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NATIONAL PRESIDENT

Don Farrell

NATIONAL SECRETARY

Joe de Bruyn

3141

26 June 1998

LETTER OF DEMAND

Re: Shop, Distributive and Allied Employees' Association

Re: 1998 Log of Claims

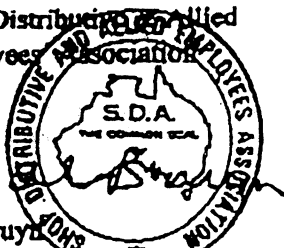
Dear Sir/Madam,

Having been duly authorised to make this demand, I demand on behalf of the Shop, Distributive and Allied Employees' Association that you grant the rates of pay and allowances and the terms and conditions of employment detailed in the attached Log of Claims to all persons employed by you in any Australian State or Territory of the Commonwealth who are eligible for membership of the Association.

I further demand on behalf of the Shop, Distributive and Allied Employees' Association that you pay the said rates of pay and allowances and apply the said terms and conditions of employment to all the said persons within fourteen days from the date of service of these claims. Your failure to reply to this said letter of demand within the said fourteen days will be treated as a refusal to accede to the said Log of Claims.

In the event of your refusal to agree to the claims now furnished to you, the dispute thus arising will be referred to the Australian Industrial Relations Commission for settlement in accordance with the Workplace Relations Act 1996.

For and on behalf of the
Shop, Distributive and Allied
Employees' Association



J.
J. de Bruyn

NATIONAL SECRETARY-TREASURER

SHOP, DISTRIBUTIVE AND ALLIED EMPLOYEES' ASSOCIATION
LOG OF CLAIMS

1. INCIDENCE OF CLAIMS

These claims are to be binding on:

- (a) the employer as addressed;
- (b) the Shop, Distributive and Allied Employees' Association ("the Association"); and
- (c) the members of the Shop, Distributive and Allied Employees' Association

in respect of the employment of all employees, whether members of the Association or not, who are eligible for membership in the Association.

2. AREA COVERED BY THE CLAIMS

These claims apply throughout Australia.

3. SAVING PROVISION

Where any Award or Agreement is made as a consequence of these claims, then no employee is to suffer any loss of wages or other benefits or suffer any deterioration in the terms or conditions of employment which the employee may have received from the employer prior to the operation of such an Award or Agreement.

4. EACH CLAIM MUST STAND ALONE

This log of claims is to be understood as a catalogue of claims. Except where otherwise specified, or where the context so requires, each claim stands alone.

5. ORGANISATION OF WORK

The organisation of work and work practices, methods of payment for work, staffing levels, classifications and work load are to be discussed with and agreed upon between the employer and the Association.

6. PROMOTIONS

- 6.1 Where an employer intends to promote an employee to a higher position, classification, or grade or to a position where there is advantage, added remuneration or increased benefit, preference must be given to a member of the Association provided that such member is able to perform the necessary work required.
- 6.2 Before filling a position described in the preceding sub-claim, an employer must give 14 days notice to the Association and to all his or her employees being members of the Association, that such a position is vacant and that the employer intends to fill it. Any employee is to be entitled to make application for such position.
- 6.3 Any position becoming vacant within the employer's establishment must be advertised on company and Association notice boards, showing job specifications and wage rates. Any Association member is to have the right to make application for the position so advertised, and should be given preference in filling the vacancy.

7. RESPECT FOR FAMILY RESPONSIBILITIES

The employer must in regard to rostering and general employment conditions, show respect for and particular regard to the needs of workers with family responsibilities.

8. CONSULTATIVE COMMITTEES

An employer must have a consultative committee in every workplace in which work is performed for that employer and the membership role and powers of each committee is to be a matter for determination jointly by the employees and the Association.

9. EMPLOYEE REPORTS

- 9.1 Whenever reports are made to the employer regarding any Association member, the employee is to be entitled to see the report and to comment on or record his/her disagreement with such report.

- 9.2 No employee is to be disadvantaged or suffer any detriment in his/her employment by reason of a charge or complaint in any way until he/she has been given reasonable opportunity to answer them.
- 9.3 No employee is to be disadvantaged or suffer any detriment in his/her employment by reason of a charge or complaint in any way unless and until such disadvantage or detriment is agreed to by the Association or is agreed to or has been determined by a tribunal or court.

10. GRIEVANCE PROCEDURE

- 10.1 In the first instance any issues in dispute will be discussed and, where possible, resolved between the employees and management at the work site. Provided that an employee is absolutely entitled to be represented by the Association or other person of his or her choice at all times.
- 10.2 An employee nominated and approved by the Association and an appropriate representative of the employer will assist in resolving the dispute.
- 10.3 Should issues remain unresolved, the appropriate Association official and representative of the employer will then become involved. This may involve senior Association officials and management meeting, as required, to seek to resolve any dispute.
- 10.4 If the matter still cannot be resolved, the matter in dispute will be determined by the Association or if the Association or employee agree, the dispute may be referred to a third party for resolution.

11. INTRODUCTION OF CHANGE

An employer must notify employees and the Association as early as possible of all proposed changes which will affect the performance or organisation of work and must consult fully with the Association about all aspects of the changes at least 1 year before the changes are to be introduced.

No change will be introduced unless approved by the Association and a majority of employees.

12. INDUSTRIAL DEMOCRACY

The employer must, in consultation with the Association and the employees, develop effective methods of promoting, developing, and continuing industrial democracy in the work place.

13. CONTRACT OF EMPLOYMENT

- 13.1 All employment must be permanent, except in the case of Casuals. Casual employment must be for a maximum period of 3 months.
- 13.2 An employee may terminate his or her employment at any time by giving the employer one day's notice of his or her intention to do so.
- 13.3 Casual and part-time workers may be employed by the employer, if unable to engage full-time employees, provided that the ratio of full-time to part-time and casual employees must not fall below ten to one in any establishment. Each casual and part-time employee must be paid as his or her ordinary rate the hourly rate (inclusive of all additional payments) plus 35% for the class of work being undertaken for all work up to 35 hours per week. Overtime rate (ie. triple the ordinary casual and part-time rate) must be paid to each casual and part-time employee for all work performed in excess of 35 hours per week, and work on Saturdays, Sundays and Public Holidays must be paid for at double the ordinary casual and part-time rate.
- 13.4 Each casual and part-time employee must be paid for a minimum of five (5) hours work at the appropriate rate on any occasion when instructed to report for work.
- 13.5 Each part-time employee must be engaged to work each week no less than half the number of ordinary hours prescribed for a full-time employee in any Award made as a consequence of these claims.
- 13.6 All other conditions of employment contained in this log of claims must apply to casual and part-time employees, in addition to the provision of this sub-claim.

14. DRESS STANDARD

An employer cannot require any employee to work in revealing or indecent attire or in any uniform, clothing or style which may lead to embarrassment or public ridicule of the employee.

15. HANDLING OF CASH

An employee required to handle cash and/or cheques must be insured at the expense of the employer against any error or loss occurring.

An employee required to carry cash on behalf of the employer between the place of employment and any other place must be insured by the employer against injury (including any mental or emotional injury) or death for a sum not less than \$150,000.00 and must be provided with an escort and security transport on each occasion cash is so transported.

16. DELETED

17. MEDICAL AND HOSPITAL COSTS

The employer must meet all medical and hospital costs, of the employee.

18. CLEANING DUTIES

An employee who is not employed as a cleaner in the employer's premises must not be required or requested by the employer to perform any cleaning duties in or near the employees premises.

19. PROPERTY DAMAGE

The employer must replace at no cost to the employee any of the employees' property lost, stolen or damaged at the work place.

20. BUSINESS CHANGING HANDS

Where the employer is a successor or assignee or transferee of a business, if an employee was in the employment of the employer's predecessor at a time when the employer became such successor or assignee or transferee and becomes at the time of the taking over of the business by the successor, assignee or transferee the employee of the successor, assignee or transferee, such employee in respect of the period during which the employee was in the service of the predecessor must for purpose of the calculation of continuous service and entitlements be deemed to be in the service of the employer.

21. CONTINUITY OF EMPLOYMENT

The continuity of employment of any employees must not be broken by any transmission including transfer, conveyance, assignment, or succession of any business including trade, process, business or occupation, of the employer.

22. NO SEXUAL HARASSMENT

An employer must take positive steps to ensure that no employee is subjected to sexual harassment of any kind whatsoever in the workplace, or arising in connection with the employee's employment.

An employer must not require an employee to dress in a manner which would cause that employee embarrassment or submit any employee or intending employee to detriment. as a result of his or her unwillingness to do so.

Nothing in this claim must operate so as to reduce or limit an employer's obligations under relevant State or Territory or Commonwealth law.

23. EQUAL OPPORTUNITY

Subject to Claim 6 - Promotions and Claim 95 - Preference of Employment, and Claim 26 - Redundancy, an employer must afford to all persons equal opportunity in all aspects of employment including engagement. An employer must implement an equal opportunity programme as determined by the Association.

Nothing in this claim must operate so as to reduce or limit an employer's obligations under relevant Commonwealth, State or Territory law.

24. NON-DISCRIMINATION

An employee must not be discriminated against or injured in his/her employment on the grounds of that person's sex, sexual preference, race, colour, nationality, religion, age, physical characteristics, membership of a political party or political opinion provided that this condition of employment must not operate to reduce either any rights the employee or any obligations the employer may have had under the relevant Commonwealth or State Anti-Discrimination or Equal Opportunity Legislation, however titled.

25. TERMINATION ALLOWANCE

Where the services of an employee are terminated by the employer other than for termination on the grounds of proven (and arbitrated) gross misconduct, the employee concerned must be paid one months pay for each completed year of service or part thereof at the highest rate the employee received.

26. REDUNDANCY

26.1 At least one year before any decision with redundancy implications is taken, an employer must consult and reach agreement with the Association. For the purposes of the consultation the employer must provide the Association with all the relevant information relating to the decision to be taken. All efforts must be made by an employer to avoid terminations of employment due to redundancy.

26.2 Association members must be accorded preference over other employees in retention in employment and in respect of all other benefits or opportunities accorded by an employer in a redundancy situation.

26.3 Any employee who at the date of these claims, has completed not less than five years service with an employer must be continued in employment by the employer at his normal and usual place of employment, without loss of wages or demotion in grade or classification for such time as the

employee concerned is ready, willing and available for work in accordance with any Award which may be made as a result of these claims. Provided that the employee may elect to accept redundancy.

- 26.4 Where any employee who has had less than five years service is to be retrenched or displaced from his normal or usual employment, or terminated for any other reason, the following provisions must apply:
- (i) Adequate alternative employment within the employer's business will be offered to or comparable employment in a comparable industry found for such employee by the employer without reduction in status, wages or working conditions.
 - (ii) Where necessary for the purpose of paragraph (i) hereof, such employee must be retrained to the satisfaction of the Association by the employer at the employer's expense, without loss of wages to the employee during the period of retraining.
 - (iii) The employer must give to such employee and to the Association six months prior written notice of his intention to retrench or displace or terminate such employee. No such notice must be given or shall run whilst the employee is on annual leave, maternity or paternity leave, study leave, trade union education leave, long service leave, bereavement leave, sick leave, compassionate leave or on leave of absence without pay, or is in receipt of workers' compensation payments.
 - (iv) An employee whose employment with an employer is terminated in accordance with this sub-claim must be paid six weeks wages for each year of service or twelve weeks wages, whichever is the greater in addition to all other payments.
 - (v) The employer must provide to such employee:
 - payment in full for all leave entitlements or potential entitlements,
 - all information regarding labour adjustment programs, including re-employment and retraining,
 - income maintenance payments calculated by reference to the wage rate of the employee,
 - payment of all labour adjustment program expenses and relocation expenses incurred or likely to be incurred by an employee and his/her partner and dependents in finding new employment,
 - assistance in finding suitable alternative work and training and retraining as part of this assistance; and
 - (vi) The employer must accord preference in re-employment with continuity of service to employees whose employment is terminated due to redundancy.
 - (vii) Where an employee is transferred to other duties due to redundancy, an employer must:
 - (a) provide income maintenance payments calculated by reference to the previous wage rate of the employee;
 - (b) pay all relocation expenses incurred by the employee and his/her partner and dependents in respect of taking up the new duties; and
 - (c) provide training and retraining for the employee where appropriate.
- 26.5 An employee must be entitled to the abovementioned benefits and payments in full notwithstanding that the employee leaves his/her employment during the period of notice of termination given by the employer. During the period of notice of termination, an employee must be allowed up to six weeks time off without loss of pay to seek, other employment.

27. TERMINATION OF EMPLOYMENT

- (i) The employer must not dismiss any employee (whether or not such dismissal take place before the making of any award or agreement made in settlement of the log of claims); and
- (ii) The employer must reinstate forthwith any employee dismissed (whether or not such dismissal takes place before the making, of any award or. agreement made in settlement of this log of claims); and
- (iii) In the event that the employee does not wish to return to work for the employer concerned, the employee may elect to decline reinstatement whereupon the employer must pay a further payment of 6 months pay added to all entitlements on termination.

28. EMPLOYEE INDEMNITY

- 28.1 Each and every employee must be indemnified absolutely and unconditionally for any and or all costs damages or liabilities which occur or relate to or arise in or out of or in connection with the course of employment or the employer/ employee relationship.

28.2 The generality of this clause must not be limited in any way by any direction, advice, conduct or communication of an employer.

29. INDUSTRIAL ACTION

An employee may take industrial action not prohibited by statute or order of a court or tribunal without breaching his or her contract of employment or incurring any civil liability. The Association and its officers and employees in supporting the employee in taking such action shall not incur any civil liability.

30. EMPLOYER TO ACT FAIRLY

The employer must in every matter pertaining to the relationship between the employer, as an employer, and each employee, as an employee, act in a manner which is fair, just and reasonable.

31. RATES OF PAY

31.1 There shall be paid a minimum of \$500.00 (including commission) per week for all employees who are members of the Association or eligible to be members of the Association with automatic increments of \$25.00 per week for each year of completed service.

31.2 Junior employees (ie. employees who have not attained the age of 18 years) may be employed by the employer, provided that the ratio of adult to junior employees in any place of work must not fall below one to one. Junior employees must be paid at the adult rate of pay.

32. CLASSIFICATION STRUCTURE

- (i) The rates specified in claims 31, 35, 36, 40 and 42 must apply.
- (ii) The rates specified in claims 31, 35, 36, 40 and 42 must be increased by the multiplier listed in Column 2 below for those grades of employees enumerated in column 1 below:

COLUMN 1 Grade of Employee	COLUMN 2 Multiplier
Grade 2	1.5 times
Grade 3	2 times
Grade 4	3 times
Grade 5	4 times
Grade 6	6 times
Grade 7	7 times

- (iii) Definitions of Classes

- Grade 1: low-skilled employees, including, but not limited to, cleaners and trolley collectors.
- Grade 2: skilled non-trade employees, including, but not limited to, service assistants, storepersons, and clerical assistants.
- Grade 3: skilled employees including tradespeople exercising basic trade skills, clerks exercising basic computer skills and specialist service assistants.
- Grade 4: advanced skilled employees including front end controllers, Department Managers, foremen and clerks exercising a higher level of computer skills.
- Grade 5: middle level management including Store Managers and professionals.
- Grade 6: Senior Management such as Department Store Managers and senior professionals.
- Grade 7: General Managers and Chief Executive Officers.

33. DISTRICT AND DIVISIONAL ALLOWANCE

33.1 In addition to all other payments an amount of \$50.00 per week must be paid by the employer to each employee to compensate for climatic conditions, work performed in remote areas, isolation and similar disabilities in remote areas.

33.2 An employee who is employed in a remote area shall be reimbursed once yearly for expenditure incurred on first class return travel for the employee and his/her immediate and dependent family to a capital city of the employee's choice. This allowance will be cumulative but an employer shall not be liable for costs incurred more than twice in any calendar year.

33.3 This claim is limited to employees who live outside a radius of 50km from a capital city GPO.

34. INDUSTRY ALLOWANCE

In addition to all other payments, an amount of \$50.00 per week must be paid by the employer to each employee to compensate for all obnoxious, hot, cold or dirty work performed and for the use of screen based equipment. For the purpose of this provision screen based equipment means word processors, visual display terminals, together with any equipment involving illuminated screens.

35. SUPERVISORY RATES

In addition to all other payments, an amount of \$50.00 per week must be paid by the employer to, each employee in Grades 1-3 who is required to supervise the duties and/or functions of any other employee.

36. TRAINERS ALLOWANCE

In addition to all other payments, an employer must pay \$50.00 per week to each employee in Grades 1-3 carrying out training of other employees.

37. E.F.T. ALLOWANCE

In addition to all other payments, an employer must pay each employee having, wages either directly banked, or paid by electronic funds transfer an amount of \$10. 00 per week.

38. CLOTHING ALLOWANCE

In addition to all other payments and in addition to the provisions of Clause 83 - Clothing, an amount of \$25.00 per week must be paid by the employer to each employee as a Clothing Allowance for the purchase or maintenance of the employee's clothing and footwear.

39. HIGHER DUTIES ALLOWANCE

An employee who is required to perform any of the duties of another employee on a higher remuneration level for any reason must be paid for the period for which such duties are performed at a remuneration level not less than that ordinarily paid to the employee so relieved. Provided that the minimum period of payment must be one week.

40. CALL OUT

- 40.1 An amount of \$25.00 must be paid to an employee for each and every occasion the employee returns to work at the request of the employer to perform work outside of the normal hours of duty of the employee. Such payment is in addition to the appropriate payment for the hours worked.
- 40.2 Compliance with any request made by an employer must be at the absolute discretion of the employee.

41. FIRST AID ALLOWANCE

An employee who is the holder of any recognised first aid certificate, medical, paramedical, physiotherapy, chiropractic or other like recognised certificate must, unless specifically prohibited by the employer from using such skills during or in the course of the employee's employment, be paid \$25.00 per week in addition to all other payments.

42. REPRESENTATIONAL ALLOWANCE

- 42.1 The employer must pay all costs incurred by an employee in representing, promoting or advertising the employer's business or any part of it, whether such representing, promoting or advertising occurs in or during the course of the employee's employment or occurs in the employee's own time.
- 42.2 In addition, the employer must pay to each employee an amount of \$50.00 per week to recompense an employee for any representing, promoting or advertising of the employer's business or any part of it.

43. PAYMENTS TO BE FOR ALL PURPOSES

The weekly payments specified in Claims 31, 32, 33, 34, 35 and 36 of this log of claims must be paid for all purposes of this log of claims.

44. OVERTIME, MEAL BREAKS AND MEAL ALLOWANCE

- 44.1 An employee who works overtime must be given a meal break of 60 minutes duration prior to the commencement of overtime. Such meal break must be counted as and paid for as time worked. Further paid meal breaks, each of 60 minutes duration, must be given by the employer at intervals of not more than three hours until the overtime work is completed.
- 44.2 An employee taking such meal breaks must, at the employee's election, either be provided by the employer with a meal on each occasion; or be paid \$25.00 by the employer in respect of each meal break. Such meal allowance must be paid to the employee before the overtime is worked. Where a meal is provided it must be of the quality, quantity and variety determined by the employee.

45. WASHING TIME

Each employee must be allowed ten (10) minutes washing time before all rest pauses and meal breaks and prior to cessation of work on each day. Such washing time must count as and be paid for as time worked.

46. RETIRING GRATUITY

Each employee must be paid upon retirement a retiring gratuity at the rate of 26 weeks pay.

47. SUPERANNUATION

The employer must contribute an amount equal to 20% of each employee's weekly wage (which must include various allowances, overtime and all other payments) into a Superannuation Fund. In the case of

employees who are members of the Association, the contributions must be paid into REST. In the case of other employees, the contributions must be paid into REST. Provided that by agreement with the Association an employer may pay the superannuation contribution into a fund other than REST.

48. LIFE ASSURANCE

The employer must obtain and keep current a life assurance policy on behalf of each employee, which would return the beneficiaries in case of death of the employee, or the employee in case of injury, the equivalent of ten (10) years income at the rate the employee would have earned had he continued to work. On retirement, the said policy must be transferred to the employee at no cost to the employee. For the purposes of this claim 'Injury' means an injury which results in either an employee being limited in any way whatsoever in carrying out duties, or a lessening of the capacity of the employee to work

49. MOTOR ALLOWANCE

An employee required to use his own vehicle in the course of his employment must be paid \$50.00 per week in addition to all other payments, plus \$ 1. 00 per kilometre for every journey made.

In the event of an accident whilst the employee is using his vehicle in the course of work, the employer must pay any costs arising from the said accident.

If the employer provides a vehicle, he must pay all costs associated with the maintenance, upkeep, insurance, registration and running expenses of such vehicle.

Any expenses incurred by an employee in travelling on the employer's business must be reimbursed fully by the employer.

50. END OF YEAR BONUS

The employer must pay each of his employees five weeks' pay by way of a bonus in the second last week of December of each year.

51. PAYMENT OF WAGES

51.1 Wages, including current overtime, and other prescribed payments, must be paid to each employee in cash no later than Tuesday in each week in the employer's time. Provided that payment other than in cash may be made where agreed to by both the employee and the Association.

51.2 Where a public holiday falls on a Tuesday, a Wednesday, a Thursday or Friday, wages must be paid to each employee on the preceding Monday. An employer must not keep more than one day's pay in hand.

51.3 On each occasion wages are paid, the employer must provide the employee with a pay slip showing in writing the following details:

- date of payment
- period covered by the payment
- rate of wages
- number of hours covered by the payment
 - (a) at ordinary time
 - (b) at overtime rates
- additional payments, including overtime, penalty rates and allowances
- gross wages payable
- amount and nature of each deduction
- net amount payable where employment is terminated for whatever reason.
- any other details required by State, Territory or Federal legislation.

51.4 Payment on Termination

The employer must pay the employee all monies due in full no later than the day of termination of employment and in the employer's time. Such payment must be accompanied by a Certificate of Service stating the period of service and qualifications of the employee.

51.5 Pay Distribution

An employee must have their pay distributed in the manner of the employee's choosing.

52. HOURS OF WORK AND MEAL BREAKS

52.1 Hours of Work

The normal hours of work for each employee must not exceed 35 hours in any one week, and must be worked on Monday to Friday inclusive, and must be worked between the hours of 9.30am. and 5.30pm.

52.2 Meal Breaks

No employee must work more than 3 hours during normal hours without a meal break. The meal break must be at least 60 minutes and be counted and paid as time worked.

52.3 Rosters

The weekly and daily working hours must be notified in writing by the employer to each employee at least four weeks in advance. The employer must retain copies of such notices, and make them available for inspection to a duly accredited representative of the Association upon request.

52.4 RDO

Employees should be rostered hours in such a manner as to provide each employee with a rostered day off work, being a day Monday to Friday. each fortnight.

53. **OVERTIME**

53.1 Any employee attending the place of employment:

- in excess of 35 hours in any one week,
- outside the hours of 9.30am. and 5.30pm on any day Monday to Friday inclusive
- before the employee's regular commencing time or after the regular ceasing time on any day Monday to Friday inclusive, or
- in excess of seven hours and thirty minutes on any day Monday to Friday inclusive.

must be paid at three times the normal rate including all additional payments. All working of over-time must be on a voluntary basis.

53.2 Where an employee works overtime the employer must in all cases provide to the employee transport at the employer's expense for the employee to and from the workplace and the employee's home.

53.3 Any employee who works overtime must be given at least 12 hours off duty between successive sessions of work. An employee who is unable to work at his normal time because of this provision must be paid by his employer for any time lost in this way.

53.4 Each employer must give at least twenty-four hours notice of overtime and of cancellation of overtime. If proper notice of cancellation is not given the employee must be paid such overtime and meal allowance as would have been payable had the overtime not been cancelled.

53.5 For the purpose of payment, the period for which an employee works overtime must be calculated in multiples of one hour, provided that any period worked for less than an hour must be counted as one hour.

54. **SHIFT WORK**

54.1 Shift Work shall mean work performed on a regularly rostered basis where the rostered hours of work include hours outside the hours of 9.30am. to. 5.30pm Monday to Friday inclusive.

54.2 The ordinary rate (including additional payment: M plus 50% must be paid for all shift work performed Monday to Friday inclusive up to a maximum of 35 hours per week.

54.3 All shift work in excess of 35 hours per week must be paid at treble the ordinary rate -including additional payments.

54.4 All shift work performed on Saturdays, Sundays, Public Holidays or the employee's Rostered Day Off must be paid at the rate of four times the ordinary rate including additional payments with a minimum payment of six hours. An additional days leave must be credited to an employee's entitlement on each such occasion work is performed on Saturday, Sunday, Public Holidays, or the employee's Rostered Day off. Shift workers who are rostered off on a public holiday must be paid for such a day at the rate they would have been paid if they had been at work.

54.5 All shift workers must be entitled to a meal break of not less than 60 minutes per shift, which must be counted as and paid for as time worked.

54.6 In addition to the entitlements under claim 57 Recreation Leave, shift workers must be given an additional 2 weeks annual leave and an additional 1 weeks loading.

55. **REST PERIODS**

Each employee must be given a rest period of 10 minutes duration after each hour of work completed. Employees may choose to combine rest periods over the course of a shift. The employer must provide free hot and cold non-alcoholic beverages to each employee during each rest period.

56. **HOLIDAY, SATURDAY AND SUNDAY WORK AND WORK ON A ROSTERED DAY OFF**

All work performed by non shiftwork employees on Saturdays, Sundays, Public Holidays and rostered day off, must be paid at the rate of treble the ordinary weekly rate of pay with a minimum payment of six (6) hours work. In addition an employee must be entitled to a day off on full pay for each occasion work is performed on a Saturday, Sunday, Public Holiday or rostered day off. Such day off must be given by the employer on the date nominated by the employee.

57. RECREATION LEAVE

- 57.1 After the completion of each twelve months service, each employee must receive 6 consecutive weeks paid annual leave, such leave to be exclusive of all holidays.
- 57.2 Annual leave must be paid at the rate the employee would have received if at normal work.
- 57.3 Each employee must be paid an additional 2 weeks normal pay as a loading when taking annual leave.
- 57.4 Unless the employee elects to defer the taking of leave each employee must be given his annual leave no more than 3 months after it falls due.
- 57.5 Before an employee proceeds on annual leave, he must be paid all monies due to him or which may accrue due to him during his period of leave.
- 57.6 The employer must give each employee at least three months notice of the date from which annual leave must commence. Each employee must be asked to state when he or she desires annual leave, and the employer must as far as practicable, arrange to suit the convenience of the employee.
- 57.7 Where employment is terminated for any reason, the employee must receive all accrued annual leave entitlements including the loading.
- 57.8 Annual leave taken in accordance with the provisions of this claim must be counted as service with the employer for all purposes.
- 57.9 For all time when an employee is sick or injured during annual leave an equivalent amount of time must be credited to annual leave.

58. SICK LEAVE

Any employee who is unable to attend for work due to incapacity, illness, injury, elective surgery, or optical or dental work must not suffer any reduction in normal wages during the period of absence. Such absence must be counted as service with the employer for all purposes. Where such absence occurs during Annual Leave such period must be added to Annual Leave. An employer is not required to pay sick leave once an employee has become permanently and totally disabled.

59. ATTENDANCE AT HOSPITAL

An employee suffering injury through an incident arising out of or in the course of his employment necessitating his attendance during working hours on a doctor, chemist or trained nurse, or at a hospital, must not suffer any deduction from his pay for the time so occupied on the day of the accident and must be reimbursed by the employer for all expenses reasonably incurred in connection with such attendance. For the purpose of this claim the term "working hours" must include the period in which the employee was engaged in overtime.

60. BEREAVEMENT LEAVE

Upon the death whether in Australia or elsewhere of an employee's wife, husband, defacto wife, defacto husband, mother, father, mother-in-law, father-in-law, uncle, aunt, nephew, niece, step-father, stepmother, foster-father, foster-mother, grandfather, grandmother, grandchild, or any other person who stands or stood in loco parentis to him or her, child or step-child, brother, sister, step-brother, stepsister, grandparents, grandchild, ward or former ward, or such a relative of his or her spouse, or defacto spouse or a partner of any of the aforementioned, or of any other relative by blood or marriage or of any person with whom the employee had a close affinity to, must be allowed leave with pay for 20 working days per annum such leave to count as service for all purposes.

Such leave to be available contemporaneous with the death, burial, internment or commemoration of the deceased.

In addition leave without pay to a maximum of 6 months must be granted after 20 days paid leave have been availed for, such leave to count as service for all purposes.

61. COMPASSIONATE LEAVE/SPECIAL LEAVE

An employee who does not attend for work due to absence in connection with the care of his or her sick child or parent or partner, or due to the illness of a close relative and whom the employee is physical. By looking after, or because a person specified in Claim 60 "Bereavement Leave" of this log of claims is

dying or is reasonably anticipated to be dying must suffer no deduction to pay including penalty rates nor loss of continuity of service on account of such non attendance.

When an employee's or employer's property has been damaged through flood, fire or other natural disaster and the circumstances are such that he is unable to attend for work or it is reasonable that he absent himself from work on account thereof he must be paid for the time of his non attendance at work as though he had been at work. Such absence from work must count as service for all purposes. An employee must be entitled to leave with pay for a period of 20 working days where there is a reasonable pressing domestic necessity, such leave to count as service for all purposes. The employee must be entitled to additional leave of absence without pay, to count as service for all purposes, for the period during which such necessity exists.

62. CHILD CARE

Where an employee requires child care during working hours in order to carry out the employee's duties, the employee must be entitled to be reimbursed in full by the employer for the cost of child care arrangements of the employee's choice. Provided that where an employee so requires, the employer must provide child care arrangements at the employer's business for the use of employees. Such child care arrangements must be subject to approval by the Association.

63. CONFERENCE LEAVE

An employee must be entitled to 10 working days per year by way of conference leave without loss of pay in order to attend conferences relevant to his/her work or vocational or professional development.

64. INDUSTRIAL LEAVE

An employee nominated by the Association must be entitled to leave with pay for the purposes of attending a proceeding before the Australian Industrial Relations Commission or any other relevant Industrial Tribunal or any parliamentary or judicial or coronial or statutory inquiry affecting the employer/ employee relationship and for the purposes of preparation for such proceeding if required by the Association.

65. COURT ATTENDANCE

An employee who is required to take part in proceedings in a court or in the Industrial Relations Commission must be paid by the employer the difference between the amount he receives for attending the proceedings and his ordinary rate of pay, provided that an employee on shift work must not be required to report for work until the shift next following the completion of the court proceedings. Absence from work for this purpose must be counted as service with the employer for all purposes. Where such attendance occurs during Annual Leave it must be credited to Annual Leave.

66. BLOOD DONORS

Employees must be entitled to leave without loss of pay for the purpose of donating blood.

67. NATURALISATION

An employer must provide for each employee leave for the purpose of obtaining Australian citizenship for him or herself or family members and such leave must be counted as, and paid for, as time worked.

68. EDUCATION LEAVE

The employer must pay the normal wage to any employee to a limit of 30 days in any one year to enable the employee to take part in education. This education may be at the workplace or elsewhere. Absence from work by an employee engaged in such education leave must count as service with the employer for all purposes. The employer must pay all fees and expenses incurred by the employee in taking part in further education.

An employer must establish English language classes and foundation education classes in the workplace to the standard determined by the Association. Leave must be provided, and counted as time worked.

69. TRADE UNION EDUCATION

Financial members of the Association must be granted leave of absence to attend Trade Union education courses approved by the Association.

Employees absent on such courses must be paid at the rate they would have normally been paid if at work, and such absence must count as service with the employer for all purposes.

70. COMMUNITY SERVICE

Employees must be entitled to leave without loss of pay for any time spent on a Community Service. For the purposes of this claim, community service may include, but not be limited to, the following:

- (a) Defence Force Leave -
Employees must be entitled to leave with pay to undertake defence force activity. The taking of such leave will be at the absolute discretion of the employee.
- (b) Public Office Leave -
Employees must be entitled to leave without loss of pay to undertake any public office which is not a full time and paid public office. The taking of such leave must be at the absolute discretion of the employee. For the purpose of this claim, public office must include the period of nomination and election for public office.
- (c) Charitable Activity Leave -
Employees must be entitled to leave without loss of pay to undertake any benevolent or charitable activity. The taking of such leave must be at the absolute discretion of the employee.

71. MATERNITY AND PATERNITY LEAVE

Each parent is entitled to a minimum of 52 weeks leave on full pay and a minimum of 104 weeks leave on half pay in connection with the birth or adoption of a child.

The leave may be taken at the discretion of the employee at any time within the period commencing four weeks after conception to 208 weeks after the birth of the child, or within the period commencing four weeks prior to adoption to 208 weeks after adoption of a child.

"Parent" means any biological, legal or defacto parent of a child.

"Birth of a child" includes still birth.

72. LONG SERVICE LEAVE

Three months paid long service leave must be made available to each employee by the employer upon such employee completing 5 years service with the said employer.

73. SHOPPING TIME

The employer must permit each employee leave of absence for 2 consecutive days each calendar year within the 2 months prior to December 25th without loss of pay or continuity of service to enable the employee to do Christmas shopping.

74. PUBLIC HOLIDAYS

The following holidays or the days on which such holidays are observed must be observed and allowed to all employees without any deduction being made from the weekly pay-.

New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Easter Tuesday, Anzac Day, Labour, 1 st May, Queen's Birthday, Show Day, Cup Day, Christmas Day, Boxing, or State or Territory Proclamation Day, December 27th - 31st inclusive, Association Picnic Day, Anniversary of the employees birth plus any other statutory, gazetted or proclaimed holiday applying in the locality where the employee is working. Any holiday falling on a Saturday or Sunday or any other day when an employee is not working normal hours, must be observed on the next succeeding week day when the employee would otherwise have been working normal hours.

75. LEAVE WITHOUT PAY

No reasonable request for leave without pay must be refused.

76. TRAVELLING AND LIVING AWAY FROM HOME ALLOWANCE

76.1 The employer must provide each employee with first class travel to and from any job situated away from the regular place of employment and must pay each employee for all time spent in travel at double the ordinary rate of pay with a minimum payment of six hours. There must be no deduction from an employee's pay in respect to the costs of any fare.

76.2 Any employee who in the course of normal employment is required to reside away from the normal place of abode must be provided with 5 star accommodation -including meals, at the employer's expense.

76.3 Any employee who in the normal course of employment is required to reside away from the normal place of abode must receive a spending allowance of \$50.00 per day in addition to all other payments.

77. TRANSFER OF EMPLOYEES

No employee must be transferred to another workplace without the consent of the employee or the Association. An employee transferred to another workplace which necessitates a change of residence must have paid, by the employer, all expenses associated with the transfer, including travel and accommodation costs of the employee and the employee's family. The employee will be paid ten weeks relocation leave on full pay.

78. TRAINING

The employer must develop and implement training provided that:

- (a) The process for its development, the standards developed and the implementation are agreed to by the Association.
- (b) Competency-based training standards are aligned to the classification structure, and comply with the guidelines of the appropriate national training body.
- (c) Training programs are accredited, resulting in the award of a recognised and credentialed skill.
- (d) The assessment procedure should include recognition of prior learning.
- (e) All time spent in training must be paid for as time worked. All fares and other expenses incurred by employees in training must be paid by the employer.
- (f) All employees must have access to training.

79. FORKLIFT

The costs associated with an employee obtaining a certificate of competency to drive a forklift or similar mechanical devices must be met by the employer.

80. LICENCE PAYMENTS

Where any employee is required to hold a licence issued by any Commonwealth or State authority to perform his/her duties, any fee for such licence will be reimbursed by the employer.

81. TRAINING FUND

An employer must contribute an amount nominated by the Association to a fund established for the purpose of providing finance for the training of employees.

82. OCCUPATIONAL HEALTH AND SAFETY

- 82.1 The employer must ensure that a safe working environment is maintained at all times.
- 82.2 Health and Safety Representatives elected at each work place by members of the Association or appointed by the Association must be allowed up to 30 hours per week on full pay to attend matters pertaining to the health and safety of employees at the work place concerned, or to attend any relevant training programmes or seminars, etc., conducted by or for the Association, the Australian Council of Trade Unions or any other branch of the Trade Union Movement, any government department or authority or recognised educational institution. Such leave must count as service with the employer for all purposes.
- 82.3 The employer must, in consultation with the Association and employees concerned, develop effective methods of promoting and improving health and safety at the work place, including the establishment of a safety committee at each work place with an equal number of members nominated by the employer and elected by members of the Association to be chaired by a Health and Safety Representative elected or appointed under sub-claim 82.2 of this claim.
- 82.4 The Safety Committee must meet at least weekly during ordinary working hours without loss of pay to its members and must, inter alia, identify actual and potential risks to the health and safety of employees and develop methods by which these can be eliminated.
- 82.5 Time spent by employees on matters concerning occupational health and safety must count as time worked.
- 82.6 The employer must implement all recommendations of the Safety Committee and provide the necessary information for its effective operation including- detailed records of accidents, injuries and damage to health of employees, and details of all processes, products and substances to which employees are exposed.
- 82.7 Weekly medical checks by a suitably qualified independent medical practitioner must be provided to all employees during ordinary working hours in the employer's time.
- 82.8 Workplace health and safety representatives, elected or appointed by the members of the Association must be recognised by the employer and must be indemnified absolutely for any action taken as a workplace health and safety representative.
- 82.9 Workplace health and safety representatives must have the absolute right to stop any work by any employee, to require any action to be undertaken by any employee or the employer, or to prevent the employer from continuing with any action, where a ground relied upon by the workplace health and safety representative is the creation or maintenance of a work environment which is free of any risk to the health, safety and welfare of employees.
- 82.10 Nothing in this clause must operate to remove, lessen, diminish, ameliorate or otherwise effect in any way whatsoever;
 - (i) an employer's or employee's obligations and duties under any applicable law relating to workplace health and safety; or
 - (ii) the rights and duties of any persons or authority who has any power relating to the monitoring, implementation, inspection, enforcement or prosecution of any matter arising under such laws; or
 - (iii) the operation and application of such laws.

83. CLOTHING

Employees must be supplied free of charge with all uniforms or protective clothing including necessary to enable the employee to fulfil his/her duties. The laundering of any clothing provided in accordance with this claim must be the responsibility of the employer and must be free of charge to the employee.

84. WORK EQUIPMENT

The employer must provide and keep in efficient and safe condition all tools, equipment and materials which he requires the employee to use.

85. HOT/COLD WORK

All work must cease where the temperature at the work place exceeds 30 degrees Celsius or falls below 10 degrees Celsius. Employees must be paid at the rate they would have earned had work continued.

86. LIFTING WEIGHTS

An employee may refuse to lift any weight above 1 kilogram without mechanical assistance being provided. No employee can be required to lift alone goods weighing over 5kg. No goods must be packed in containers in any establishment which, when packed ready for storage for dispatch, exceed a total weight of 10kg. Juveniles must not be permitted to lift weights exceeding 5kg. No employee must be required to lift any weight above shoulder height.

87. FATALITIES AND INJURY AT WORK

Where an employee dies or is permanently incapacitated as a result of work, the employer must pay an amount of \$500,000 to the employee's spouse and \$100,000 to each child. Provided that these payments must not be offset against any workers compensation or common law settlement.

88. WORKERS COMPENSATION

An employee who is entitled to compensation for total or partial incapacity under any Workers' Compensation Act however titled must be paid the difference between the weekly amount of compensation payable under the relevant Act and the total weekly wage he would have earned had he been at work. Such payment must continue for the duration of the incapacity, Absence from work by an employee while such compensation is being paid must be counted as service with tile employer for all purposes.

89. AMENITIES

- (a) The employer must provide the following amenities for each employee: - seating, accommodation, heating in winter, airconditioning in summer, dining room with table and chairs, cutlery and crockery, refrigerated drinking water, boiling water at meal times and during rest pauses, wash basins, hot and cold showers, soap, towels, change rooms, individual full-length lockers, facilities for heating food, refrigerators, recreation facilities - TV, video, radio, CD, cassette player and the daily newspapers.
- (b) Adequate and proper toilet facilities must be provided by the employer and must include the supply of a clean towel each day to each employee.
- (c) An employer must provide separate adequately furnished rest rooms for male and female employees.
- (d) Each place of work must be adequately lit and airconditioned and must have installed adequate refrigerated equipment to provide drinking water to employees during normal working time.
- (e) Employers must provide adequate protected parking facilities for employees' vehicles at the place of employment. All time required by each employee to park his vehicle must count as and be paid for as time worked.
- (f) A lockable locker to which only the employee has a key must be provided by the employer to each employee.
- (g) Nothing in this claim must operate as to reduce or limit an employer's obligations under any relevant State or Territory law.

90. TELEPHONE RENTALS

Where an employee is required for the purpose of his employment to be able to be contacted by telephone or is required for the purpose of employment to use a telephone outside the employee's working hours, all expenses associated with the installation and rental of the employee's telephone must be met by the employer.

91. FIRST AID

A qualified first aid attendant must be on duty at each premises where members of the Association are employed to render medical assistance and advice to employees as necessary. The employer must provide and continuously maintain in each place of work an adequate first-aid outfit. Such first-aid outfit must be kept in a place or places readily accessible to each employee.

92. DAMAGE TO CLOTHING AND PHYSICAL AIDS

Where the clothing and/or physical aids of an employee are damaged or destroyed by any substance used in the course of his or her employment, or by any accident during the time of his or her employment, the employer must reimburse that employee to the full extent of his or her loss.

93. SECURITY OF EMPLOYEES

The employer shall provide safe transport to and from work for all employees, secure car park facilities for all employees, security for employees. Travelling on, to or from public transport and personal security facilities for all employees.

No employee shall be required to work alone. Where an employee is alone in a workplace that employee may lock up the establishment at any time to attend to personal hygiene/health matters.

94. RIGHT OF ENTRY

Any representative of the Association must have the right to enter an employer's business premises at any time for the purpose of interviewing employees, conducting meetings with employees on the employer's premises, inspecting the premises and making full investigation into any matter relating to wages and conditions of employment.

The employer must provide to the Association official facilities for interviewing employees and conducting meetings and must make available all relevant books and records and provide all such assistance and information as the official requires including access to electronic data.

94.1 Employee Representation

Where an employee requests an Association representative must be given the right to enter the employer's premises for the purposes of representing the interests of the employee or of employees of the employer.

95. PREFERENCE OF EMPLOYMENT

Absolute preference of employment must so far as lawful be given to financial members of the Association, including in matters of engagement, retention in employment, the taking of annual leave and promotion.

In no circumstances shall an employee be disadvantaged by reason of his or her membership in or intention to become a member of the Association.

96. ASSOCIATION REPRESENTATIVES

Any employee who acts as an Association Representative must be allowed up to 5 hours per week on full pay to attend to Association business related to the workplace.

The employer must recognise accredited Association Representatives for purposes of negotiations on matters affecting the working conditions of the employees,

97. NOTICE BOARDS

A notice board of 2m x 2m size will be provided by the employer for the purpose of displaying literature of the Association in each establishment. Such notice boards must be in a prominent position where employees can access it, such as the tea room and near the clock-on device.

The employer must keep displayed on the notice board in each of his premises to which it applies an up-to-date copy of any Award made as a consequence of these claims.

98. ACCESS TO ASSOCIATION

An employer must provide to each employee leave and facilities necessary for the purpose of contact with the Association or the Association's authorised representative and such leave must be counted as, and paid for, as time worked.

99. AWARD

An employer must provide to each authorised Association representative four copies of any Award or Agreement made arising out of these claims and any amendments thereto at his/her expense in all foreign languages spoken by employees and must display one copy of each such Award or Agreement as amended in prominent places in the workplace as nominated by the Association for all employees to peruse in work time counted as, and paid for, as time worked.

100. INFORMATION AND SEARCHING RECORDS

All information considered by the Association to be necessary in the pursuance of employment security, health or the general protection of its members must be provided by the employer.

The Association or its accredited representative(s) must be afforded the necessary facilities to inspect all accounts, books and other documents considered by the Association to be relevant to its members' interest including electronic data.

100.1 Employee Information

All information considered by an employee to be necessary in the pursuance of employment security, health or general working conditions must be provided by the employer.

Employees, or their representatives, must be afforded the necessary facilities to inspect all account books or documents relevant to their employment.

101. PAID STOP WORK MEETINGS

Each employee must be allowed one day's leave per month to attend a meeting called by a duly accredited officer of the Association to discuss terms and conditions of employment- Such leave must count as and be paid for as time worked.

102. ASSOCIATION BUSINESS

Employees must be paid at the rate they would normally have received had they been working for the time spent attending Association meetings or other Association business, conferences or Australian Industrial Relations Commission or Board of Reference proceedings or like hearings provided for in any award or agreement made consequently upon these claims.

103. TIME AND WAGES RECORD

Each employer must keep time and wages records showing the name of each employee, the hours worked each day, and the wages, overtime and entitlements paid each week. The time and wages record must be open for inspection to a duly accredited representative of the Association during the usual office hours at the employer's office, or other convenient place.

104. ASSOCIATION SUBSCRIPTIONS

The employer must deduct from the wages of each employee in each pay period an amount of money equal to the relevant subscriptions to the Association as notified by the Association from time to time and authorised by the employee and must forward such amount to the Association without deduction at intervals as determined by the Association. The employer must also forward in writing, or by agreement with the Association, electronically whatever information is requested by the Association in relation to the union subscriptions. Such information must be in whatever form is requested by the Association.

105. INCREASE OF MONEY AMOUNTS

For the purpose of maintaining the value of the money amounts demanded in this log of claims, the employer must every six months on the anniversary date of the service of this log of claims, increase each and every money amount specified in this log by an amount equal to the percentage increase in the prime Australian Bureau of Statistics measure of consumer prices for the preceding 6 months.

106. ASSOCIATION MEMBERSHIP

- 106.1 The employer must strongly encourage and recommend that every employee join and remain a member of the Association whilst the employee is employed by the employer.
- 106.2 The employer must give every applicant for employment an application form to join the Association together with a payroll deduction authority in favour of the Association in relation to membership contributions.
- 106.3 The employer must give every employee not currently a member of the Association an application form to join the Association together with a payroll deduction authority in favour of the Association in relation to membership contributions.

107. EMPLOYEE REPRESENTATION

The employer must do all things necessary to ensure that the employer recognises that the Association has exclusive representation of the employees of the employer.

108. PACKAGING

The employer shall agree if requested by the employee to permit the packaging of up to 35% of the salary entitlements of the employee whereby the employer will meet nominated financial obligations of the employee in return for the employee's agreement to forego the corresponding amount of salary. Any such arrangement shall be on terms acceptable to and voluntarily agreed upon by the employee and the Association.

