

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1988

Conciliation and Arbitration Act 1904  
s.25 notification of industrial dispute

**The Australian Workers' Union**

and

**Barrier Membranes Pty Ltd**  
(C No 20236 of 1989)

Building Workers            Building metal and civil  
   construction industries

COMMISSIONER BENNETT    SYDNEY, 21 JUNE 1989

Wages and working conditions

AWARD

1 - TITLE

This award shall be known as the AWU Geomembrane and Geotextile Installation Award 1989.

2 - ARRANGEMENT

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2 - Arrangement - contd

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## 3 - SCOPE

This award shall apply throughout Australia to the employment of persons engaged in any classification contained in clause 4 of this award, and shall be binding upon:

- (a) The Australian Workers' Union and its members; and
- (b) The employers listed in the Schedule of Respondents attached hereto.

## 4 - RATES OF PAY

For work performed during ordinary hours an employee engaged in a classification appearing hereunder shall be paid the weekly wage rate assigned to that classification.

<u>Classification</u>	<u>Rate per week</u>
	\$
(a) 1 Geoconstruction Worker Group I	363.70
2 Geoconstruction Worker Group II	387.20
3 Geoconstruction Worker Group III	398.80
4 Geoconstruction Worker Group IV	415.00
5 Geoconstruction Leading Hand	443.50

## 5 - ALLOWANCES AND SPECIAL RATES

Industry allowance

(a) An employee engaged on any of the work covered by this award shall be paid an all purpose allowance of \$14.40 a week to compensate for the following disabilities of the industry, namely, being subject to:

- (i) climatic conditions when working in the open on all types of work;
- (ii) the physical disadvantage of having to climb stairs or ladders;

5 - Allowances and special rates (a) - contd

- (iii) dust blowing in the wind on construction sites;
- (iv) sloppy or muddy conditions associated with the initial stages of construction;
- (v) the disability of working on all types of scaffold other than a single plank or a bosun's chair; and
- (vi) the lack of usual amenities associated with factory work.

Underground allowance

- (b) (i) An employee required to work underground or in a shaft shall be paid an all purpose allowance of \$7.10 a week in addition to the allowance prescribed in subclause (a) hereof and any other amount prescribed for such employee elsewhere in this award.

Confined spaces

(c) An employee required to work in place the dimensions or nature of which necessitate working in a cramped position or without sufficient ventilation shall be paid an additional 41 cents per hour or part thereof.

Dirty work

(d) An employee engaged on unusually dirty work shall be paid an additional 33 cents per hour or part thereof.

Explosive powered tools

(e) An employee using explosive powered tools shall be paid an additional 78 cents for each day or shift on which he uses such tools.

Fumes

(f) An employee required to work in a place where offensive fumes are present shall be paid such rates as are agreed upon between the Union and the employer.

Height allowance

(g) An employee working on any structure or where the construction exceeds 15 metres in height shall be paid for all work above 15 metres 33 cents per hour with 33 cents per hour additional for all work above each 15 metres.

Hot bitumen work

(h) An employee handling hot bitumen or asphalt or dipping materials in creosote, shall be paid 41 cents per hour extra.

Toxic substances

- (i) (i) An employee required to use toxic substances shall be informed by the employer of the health hazards involved and instructed in the correct and necessary safeguards which must be observed in the use of such materials.

5 - Allowances and special rates (i) - contd

- (ii) Employees using such materials will be provided with and shall use all safeguards as are required by this award and the appropriate Government authority or in the absence of such requirement such safeguards as are defined by a competent authority or person chosen by the Union and the employer.
- (iii) Employees using toxic substances or materials of a like nature shall be paid 41 cents per hour or part thereof extra. Employees working in close proximity to employees so engaged shall be paid 33 cents per hour or part thereof extra.

## 6 - HOURS OF WORK

(a) Except as provided elsewhere in this award the ordinary working hours shall be 38 per week and shall be worked in accord with the following provisions for a 4 week work cycle:

- (i) The ordinary working hours shall be worked as a 20 day, 4 week cycle, Monday to Friday inclusive with 19 working days of 8 hours each between the hours of 7.00 a.m and 5.00 p.m with 0.4 of one hour on each day worked accruing as an entitlement to take the fourth Monday in each cycle as a day off paid for as though worked.

Provided that where the majority of employees on any particular section of work agree, and the employer or employer's representative agrees in writing, an alternative day in the 4-week cycle may be substituted for the fourth Monday as the day off paid as though worked, and where such agreement is reached all provisions of this Award shall apply as if such day was the prescribed fourth Monday.

- (ii) Where such fourth Monday or agreed rostered day off prescribed by paragraph (i) hereof falls on a public holiday as prescribed in clause 21 of this award, the next working day shall be taken in lieu of the rostered day off unless an alternative day in that 4 week cycle (or the next 4-week cycle) is agreed in writing between the employer and the employee.
- (iii) Each day of paid leave taken and any public holidays occurring during any cycle of 4 weeks shall be regarded as a day worked for accrual purposes.
- (iv) An employee who has not worked, or is not regarded by reason of paragraph (iii) hereof as having worked a complete four-week cycle, shall receive pro-rata accrued entitlements for each day worked (or each fraction of a day worked) or regarded as having been worked in such cycle, payable for the rostered day off or, in the case of termination of employment, on termination.

6 - Hours of work (a) - contd

- (v) The accrued rostered day off prescribed in paragraphs (i) and (ii) hereof shall be taken as a paid day off provided that the day may be worked where that is required by the employer and such work is necessary to allow other employees to be employed productively or to carry out maintenance outside ordinary working hours or because of unforeseen delays to a particular project or a section of it or for other reasons arising from unforeseen or emergency circumstances on a project, in which case, subject to the provisions of paragraph (vi) hereof in addition to accrued entitlements the employee shall be paid at the rates prescribed for Saturday work in clause 16, of this award.
- (vi) Wherever it is practicable for the employer to give the rostered day off in accordance with this paragraph, it shall operate in lieu of paragraph (v) hereof:

The accrued rostered day off prescribed in paragraphs (i) and (ii) hereof shall be taken as a paid day off provided that the day may be worked where that is required by the employer and such work is necessary to allow other employees to be employed productively or to carry out maintenance outside ordinary working hours or because of unforeseen delays to a particular project or a section of it or for other reasons arising from unforeseen or emergency circumstances on a project, in which case, the employee shall take one paid day off before the end of the succeeding work cycle, and the employee shall be paid for the day worked at the rates prescribed for Saturday work in clause 16, of this award.

(b) A majority of the employees concerned and their employer may mutually agree upon starting and ceasing times between the hours of 6.00 a.m and 6.00 p.m. Notwithstanding anything contained in this subclause the time worked each day and the hours of work on any particular section of work may be varied by agreement between a majority of the employees and the employer, subject to limits of 9 hours maximum in any one day and 80 hours each fortnight, for the purpose of enabling employees to cease work early or to make connections with transport.

(c) Notwithstanding the above a majority of employees concerned and their employer may mutually agree to the accumulation of up to 4 rostered days off which may be taken no later than the expiration of the fifth accrual period.

(d) Where, because of climatic conditions, the bulk of the work is performed during the hours of darkness, the ordinary hours may be worked outside the spread prescribed in paragraph (a) (i) hereof.

A loading of 25% in addition to the appropriate wage rate shall be paid for all work performed in these circumstances.

Provided that such loading shall be 15% until 30 June 1989, after which it shall increase to 25%.

## 7 - CONTRACT OF EMPLOYMENT

(a) Except as provided by clause 8 of this award employment shall be by the week.

(b) Weekly employment shall be terminated by 1 week's notice on either side given at any time during the week or by the payment or forfeiture of 1 week's wages.

(c) This clause shall not affect the employer's right to summarily dismiss an employee on the grounds of misconduct or incompetence, in which event the employee shall be paid all wages due up to the time of dismissal.

## 8 - CASUAL EMPLOYMENT

(a) A casual employee is one engaged for less than 1 week.

(b) A casual employee shall, for ordinary time be paid at 1/38 of the appropriate weekly rate plus 25 per cent. Such loading shall be in lieu of all paid leave prescribed by this award, and shall compensate for the nature of casual employment in the industry.

## 9 - VENTILATION OF WORKING

Effective ventilation appliances shall be provided in all working areas.

## 10 - DEFINITIONS

For the purposes of this award, the following definitions shall apply:

GEOMEMBRANES: Continuous sheets of material, whether it is pre fabricated as a flexible polymeric sheeting, or is sprayed or coated in the field, or is a composite of organic and synthetic materials or compacted soil including clay intended to form an impervious layer.

GEOTEXTILE: A collective term for textiles of either natural or synthetic fibre which in their various constructions and specifications are used in civil works. They may be used in conjunction with geomembranes, or separately for a wide range of functions.

GEOCONSTRUCTION WORKER GROUP I: A worker without previous experience in the industry, engaged in manual labour either involving factory fabrication or site fabrication and installation of geomembranes and/or geotextiles.

GEOCONSTRUCTION WORKER GROUP II: A worker with a minimum of four weeks experience on either factory fabrication or site fabrication and installation of geomembranes and/or geotextiles.

GEOCONSTRUCTION WORKER GROUP III: A worker with extensive experience of factory fabrication and site fabrication and installation of geomembranes and geotextiles, and who after serving as a Geoconstruction Worker Group II undertakes training as a Geomembrane Welder-Fixer.

GEOCONSTRUCTION WORKER GROUP IV: A worker who has completed training as a Geoconstruction Worker Group II and is proficient in a range of Geomembrane Welding and Fixing techniques as required by the system in use.

GEOCONSTRUCTION LEADING HAND: A Geoconstruction Worker Group IV who is selected to be in charge of other Workers.

## 11 - DISTANT JOBS

(a) Distant job shall mean employment at a place which requires the employee to live away from his usual place of residence.

(b) All time spent by an employee in travel to and from a distant job shall be counted as time worked and paid for as such.

(c) All fares and expenses reasonably incurred by an employee proceeding to and from a distant job shall be paid by the employer.

(d) Employees shall be provided with suitable full board and lodging free of charge at all distant jobs.

## 12 - TOOLS

All tools required by employees shall be provided free of charge by the employer. Where necessary the employer shall provide protective equipment.

## 13 - REPORTING FOR DUTY

Employees directed to report for work on a Saturday and not being required shall be paid for four hours at overtime rates and all fares actually and necessarily incurred in travelling to and from the job.

## 14 - MIXED FUNCTIONS

An employee engaged for more than 2 hours during one day on duties carrying a higher rate than his ordinary classification shall be paid the higher rate for such day; if so engaged for 2 hours or less during one day he shall be paid the higher rate for the time so worked.

## 15 - PROTECTIVE CLOTHING

The employer shall provide each employee with a hard hat, safety boots and any protective clothing necessary for the work which is being carried out. Such items shall be provided at no cost to the employee.

## 16 - OVERTIME

(a) Subject to subclause 6(e) of clause 6 of this award, overtime shall be payable for all time worked outside the ordinary hours prescribed in the said clause 6, or in excess of 8 hours in any one day at the rate of time and one-half for the first two hours and double time thereafter, provided that all work performed after 12 noon on Saturday shall be paid for at double time; provided further that employees who are required to work regular overtime (in accordance with subclause 6(e) of this award) which normally commences after 12 noon on a Saturday shall be paid at the rate of time and one-half for the first two hours and double time thereafter. The calculation of such overtime shall be on the basis of each complete unbroken period of overtime.

(b) Double time shall be paid for all time worked on a Sunday and double time and a half shall be paid for all time worked on a public holiday.

16 - Overtime (b) - contd

Employees called upon to work during the recognised meal hour shall be paid at overtime rates for all time worked until they receive a meal break of the usual period, provided that where, for special reasons, it is necessary to alter the time of the recognised meal hour, employees may be called upon to work for not more than 30 minutes during such recognised meal hours without additional rates of pay, provided further that they receive equivalent meal time.

(c) An employee who works so much overtime:

- (i) between the termination of his ordinary work on one day and the commencement of his ordinary work on the next day that he has not had at least 10 consecutive hours off duty between these times; or,
- (ii) on Saturdays, Sundays and holidays not being ordinary working days or on a rostered day off without having had 10 consecutive hours off duty in the 24 hours preceding his ordinary commencing time on his next ordinary day or shift:

shall, subject to this subclause be released after completion of such overtime until he has had 10 hours off duty without loss of pay for ordinary working time occurring during such absence.

Provided that if, on the instructions of the employer such an employee resumes or continues to work without having had such 10 consecutive hours off duty, he shall be paid at double rates until he is released from duty for such period and he shall then be entitled to be absent until he has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

(d) Employees shall not be required to report at the place of work earlier than the ordinary starting time or return later than the ordinary ceasing time without the payment of overtime.

(e) An employee required to work on a Sunday or a public holiday shall be afforded at least 4 hours' work or shall be paid 4 hours at the appropriate rate.

(f) When an employiye is recalled to work after leaving his job he shall be paid a minimum of 4 hours' at overtime rates.

Cribs

- (g) (i) An employee who is required to work overtime for 2 hours or more after the normal ceasing time shall be allowed, at the expiration of the said 2 hours, 30 minutes for a meal break or crib and thereafter a similar time allowance after every 4 hours of overtime worked. Time for meals or crib through overtime periods shall be allowed without loss of pay, provided that overtime work continues after such break.



16 - Overtime (g) - contd

- (ii) Where overtime is worked on a Saturday and work continues after 12 noon, a break for a meal of 30 minutes shall be allowed between 12.00 noon and 1.00 p.m. such meal break shall be taken without loss of pay.
- (iii) Where an employee is required to work after 12.00 noon on a Sunday or Holiday, he shall be allowed a meal break of 30 minutes between 12.00 noon and 1.00 p.m. without loss of pay.

(h) An employer may require an employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirements.

## 17 - MEAL ALLOWANCE

An employee required to work overtime for more than 1-1/2 hours after the ordinary ceasing time shall be provided with a meal or shall be paid \$5.70 for such a meal and after the completion of each 4 hours on continuous overtime, shall be paid \$5.70 for each subsequent meal in addition to his overtime payment.

## 18 - SICK LEAVE

(a) An employee who, after not less than 3 months' continuous service in his current employment, is unable to attend for duty during his ordinary working hours by reason of personal illness or personal incapacity (including incapacity resulting from injury within the Workers' Compensation Act) not due to his own serious and wilful misconduct, shall be entitled to be paid at ordinary time rate of pay for the time of such non-attendance subject to the following:

- (i) Payment in connection with sick leave is to be made on the next regular pay day after the employee reports sick and such payment shall continue on regular pay days until the employee exhausts his sick leave or resumes duty.
- (ii) He shall not be entitled to paid leave of absence for any period in respect of which he is entitled to workers' compensation. Where a claim for workers' compensation is made by an employee payment of sick leave under this clause shall not be payable in respect of the period covered by the said claim until such claim has been disposed of.
- (iii) He shall within 24 hours of the commencement of such absence inform his employer or his representative of his inability to attend for duty and as far as possible, state the nature of the illness or incapacity and the estimated duration of the absence.
- (iv) He shall prove to the satisfaction of his employer (or in the event of a dispute the Australian Industrial Relations Commission) that he is or was unable on account of such illness or incapacity to attend for duty on the day or days for which payment under this clause is claimed.

18 - Sick leave (a) - contd

- (v) Subject to the provisions of paragraph (vi) hereof, he shall not be entitled in any one year of continuous employment to sick pay for more than 10 ordinary working days. Any period of paid sick leave allowed by the employer to an employee in any such year shall be deducted from the period of sick leave which may be allowed or may be carried forward under this Award in or in respect of such year.
- (vi) The rights under this clause shall accumulate from year to year so long as the employment continues with the employer, whether under this or any other award, so that any part of the 10 days which has not been allowed in any one year may be claimed by the employee and shall be allowed by the employer, subject to the conditions prescribed by this clause, in a subsequent year of continuous employment. Any rights which accumulate pursuant to this subclause shall be available to the employee for a period of 6 years, but for no longer, from the end of the year in which they accrued.
- (vii) For the purpose of this clause "Continuous Service" shall be deemed not to have been broken by:
  - (1) any absence from work on leave granted by the employer; or
  - (2) any absence from work by reason of personal illness, injury or other reasonable cause (proof whereof shall in each case be upon the employee;
- (viii) Service with his employer before the date of coming into force of this clause shall be counted as service for the purpose of qualifying thereunder.
- (ix) Where an employee is ill or incapacitated (within the meaning of this clause) on his rostered day off he shall not be entitled to payment for sick leave on that day or shift nor shall his sick leave entitlement be reduced as a result of such illness or incapacity (within the meaning of this clause).

## 19 - ANNUAL LEAVE

Period of leave

(a) Subject to the provisions of subclause (b), (d) and (e) hereof, a period of 28 consecutive days, exclusive of any public holidays occurring during the period, shall be given and taken as leave annually to all employees, other than casual employees, after 12 months' continuous service (less the period of annual leave) with an employer.

Provided that where a rostered day off, as prescribed in clause 6 of this award, falls during the period annual leave is taken, payment of accrued entitlements for such day shall be made in addition to annual leave payments prescribed in subclause (g) hereof.

19 - Annual leave - contdMethod of taking leave

- (b) (i) Either 28 consecutive days or 2 separate periods of not less than 7 consecutive days in all cases exclusive of any public holidays occurring therein, shall be given and taken within 6 months from the date when the right to annual leave accrued.
- (ii) Where an employee requests that leave be allowed in one continuous period such request shall not be unreasonably refused. In the event of lack of agreement between the parties the matter shall be referred to the Commission for decision.
- (iii) In the circumstances where a public holiday falls within one day of a weekend or another public holiday the provision of paragraph (i) hereof may be altered by agreement between the employer and a majority of employees affected under this Award to provide that a day of annual leave entitlement may be granted on the day between the said public holidays and/or weekend if an employee, or employer, requests it.
- (iv) Where annual leave is proposed to be given and taken in 2 periods, one of which is to be in conjunction with the Christmas and New Year holidays, representatives of the employer and employees shall meet not later than 31 July in each year in order to fix the commencing and finishing days for the following Christmas/New Year period of leave. Where no agreement can be reached between the representatives the matter shall be referred to the Commission for determination.

Leave allowed before due date

- (c) (i) The employer may allow an employee to take his annual leave prior to the employee's right thereto. In such circumstances the qualifying period of further annual leave shall not commence until the expiration of 12 months in respect of which the leave so allowed is taken.
- (ii) Where the employer has allowed an employee to take annual leave pursuant to paragraph (i) hereof and the employee's services are terminated (by whatsoever cause) prior to the employee completing the 12 months' continuous service, the employer may for each complete week of the qualifying period of 12 months not served by the employee, deduct from whatever remuneration is payable upon the termination of the employment 1/52 of the amount of wages paid on account of the annual leave.
- (iii) Notwithstanding anything contained in this subclause an employee who has worked for 12 months in the industry with a number of different employers without taking annual leave, shall be entitled to take annual leave and be paid 1/12 of an ordinary week's wages in respect of each completed 40 hours of continuous service with his current employer.

19 - Annual leave - contdProportionate leave on termination

(d) Where an employee has given 5 working days or more continuous service, inclusive of any day off as prescribed by clauses of this award (including overtime), and he either leaves his employment or his employment is terminated by the employer he shall be paid 1/12 of an ordinary week's wages in respect of each completed 5 working days of continuous service with his current employer for which leave has not been granted or paid for in accordance with this award.

Broken service

(e) Where an employee breaks his continuity of service by an absence from work for any reason other than a reason set out in subclause (f) hereof, the amount of leave to which he would have been entitled under subclause (a) hereof shall be reduced by 1/48 for each week or part thereof during which any such absence occurs and the amount of payment in lieu of leave to which he would have been entitled under subclause (d) hereof shall be reduced by 1/12 of a week's pay for each week or part thereof during which any such absence occurs.

Provided however, that no reduction shall be made in respect of any absence unless the employer informs the employee in writing of his intention so to do within fourteen days of the termination of the absence.

Calculation of continuous service

(f) For the purposes of this clause service shall be deemed to be continuous notwithstanding and employee's absence from work for any of the following reasons:

- (i) illness or accident up to a maximum of 4 weeks after the expiration of paid sick leave;
- (ii) bereavement leave;
- (iii) jury service;
- (iv) injury received during the course of employment and up to a maximum of 26 weeks for which workers' compensation has been received;
- (v) where called up for military service for up to three months in any qualifying period;
- (vi) long service leave;
- (vii) any reason satisfactory to the employer or in the event of dispute satisfactory to the Commission. Provided that the reason shall not be deemed satisfactory unless the employee has informed the employer within 24 hours of the normal commencing time or as soon as practicable thereafter of the reason for the absence and probable duration thereof.

19 - Annual leave - contdLeave payment

## Payment for period of leave

- (g) (i) Each employee, before going on leave, shall be paid in advance the wages which would ordinarily accrue to him during the currency of the leave.

## Annual leave loading

- (ii) In addition to the payment prescribed in paragraph (i) hereof an employee shall receive during a period of annual leave a loading of 17-1/2 per cent calculated on the rates, loadings, and allowances prescribed by this award if applicable. The loading prescribed above shall also apply to proportionate leave on lawful termination.

Service under previous award

(h) For the purposes of calculating annual leave the service of the employee prior to the operative date of this award shall be taken into account but an employee shall not be entitled to leave (or payment in lieu thereof for any period in respect of which leave (or payment in lieu thereof) has been allowed or made under any previous award.

Commencement of leave - distant jobs

(i) If an employee is still engaged on a distant job when annual leave is granted and the employee returns by the first reasonable means of transport to the place of engagement, or if employed prior to going to country work the place regarded as the employer's headquarters, annual leave shall commence on the first full working day following the employee's return to such place of engagement or headquarters as the case may be.

Prohibition against alternative arrangements

(j) An employer shall not make payment to an employee in lieu of annual leave or any part thereof except as is provided for in this clause, and no contract, arrangement, or agreement shall annul, vary or vitiate the provisions of this clause whether entered into before or after the commencement of this award.

## 20 - TRAINING LEAVE

Authorised job representatives of The Australian Workers' Union who are nominated by the Secretary of their union to attend a training course or programme conducted under the auspices of the authority established under the Trade Union Training Authority Act, 1975, or sponsored by the Australian Council of Trade Unions, the State Branch of the Australian Council of Trade Unions or by The Australian Workers' Union shall be granted leave of absence while attending such course or courses provided that:

(a) at least 2 weeks prior to attendance at the course or courses the employer receives written notice of the nomination from the Union Secretary setting out the times, dates, content and venue of the course;

20 - Training leave - contd

(b) nominations shall not involve absences from work of more than two delegates from the union per establishment (for a maximum of 5 days for each nominee) in each calendar year and, for the purposes of this subclause, a calendar year shall mean period from January 1 to December 31 inclusive;

(c) leave of absence granted shall be counted as time worked for the purposes of annual leave, sick leave and long service leave. Job representatives attending shall receive their normal rate of pay whilst on such leave.

## 21 - PUBLIC HOLIDAYS

(a) An employee (other than a casual) shall be entitled to the following public holidays without loss of pay: New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day or such other day as is generally observed in a locality as a substitute for any of the said days respectively.

(b) In addition to the public holidays prescribed in subclause (a) hereof the following additional public holidays shall apply:

In New South Wales: Union Picnic Day (first Monday in December).

In Victoria: Union Picnic Day (first Monday in December) and Melbourne Cup Day.

In South Australia: the third Monday in May.

In Western Australia: Foundation Day

In Queensland: Local Show Day

In Tasmania: Regatta Day in Southern Tasmania (i.e. Oatlands and all towns south of Oatlands) and on Recreation Day in Northern Tasmania (i.e. in all towns north of Oatlands).

(c) Where in a State or Territory or locality within a State or Territory an additional public holiday is prescribed 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 those covered by Federal awards, or when such a proclaimed or gazetted day is, by any required judicial or administrative order, to be so observed, then such day shall be deemed to be a holiday for the purposes of this award for employees covered by this award who are employed in the State, Territory or locality in respect of which the holiday has been prescribed or ordered as required.

(d) An employer who terminates the employment of an employee except for reason of misconduct or incompetency (proof of which shall be upon the employer) shall pay the employee a day's ordinary wages for each holiday prescribed in subclauses (a), (b) and (c) hereof or each holiday in a group as prescribed in subclause (e) hereof which falls within 10 consecutive calendar days after the day of termination.

21 - Public holidays - contd

(e) Where any 2 or more of the holidays prescribed in this award occur within a 7 day span, such holidays shall for the purpose of this Award be a group of holidays. If the first day of the group of holidays falls within 10 consecutive calendar days after termination, the whole group shall be deemed to fall within the 10 consecutive calendar days. Christmas Day, Boxing Day and New year's Day shall be regarded as a group.

(f) No employee shall be entitled to receive payment from more than one employer in respect to the same public holiday or group of holidays.

## 22 - AMENITIES

Amenities of a standard agreed by the Union and the employer shall be provided at all places of work. Such amenities shall not be inferior to the standard prescribed by any relevant State legislation.

## 23 - TEA BREAK AND DRINKING WATER

(a) A tea break during the morning period of not more than 20 minutes duration shall be allowed to employees at a time to be arranged by the employer, without deduction from their wages.

Provided that an employer may grant a tea break of not more than 10 minutes duration during both the morning and afternoon periods of the working day, under the same conditions as above.

The taking of the morning tea break shall not necessarily involve a complete stoppage of work.

(b) The employer shall provide the necessary facilities and labour to brew tea for employees.

(c) The employer shall provide for employees an adequate supply of cool and wholesome drinking water.

## 24 - FARES AND TRAVEL TIME

(a) Where an employee starts and finishes work at the employer's depot, all time spent in travel to and from the depot and the job shall be counted as time worked and paid for as such.

(b) Where an employee is engaged on a distant job, all time spent in travel to and from the place of accommodation and the job shall be counted as time worked and paid for as such.

(c) Where an employee is employed within a 50km radius of a Capital City G.P.O. and is required by the employer to report direct to the job, such an employee shall be paid an allowance of \$8.70 per day to compensate for excess fares and travel time.

This allowance shall not apply where payment is made under subclauses (a) or (b) hereof.

(d) Where an employee, with the consent of the employer, uses a private vehicle in connection with the employment, such employee shall be paid an allowance at the rate of 46 cents per kilometre.

## 25 - FIRST AID

(a) In the event of any serious accident happening to any employee whilst at work or going to or from the camp the employer shall, at his expense, provide transport facilities to the nearest hospital or doctor.

(b) An employee appointed by the employer to perform first aid duty shall be paid \$1.40 per day in addition to his ordinary rate.

(c) The employer shall provide suitable first aid kits at every place of work.

## 26 - JOB REPRESENTATIVE

A job representative appointed by the employees shall be allowed the necessary time, during working hours, to interview the employer or officer in charge on matters affecting the employees whom he represents.

## 27 - PREFERENCE OF EMPLOYMENT

(a) Subject to the provisions of this clause absolute preference of employment shall be given to the members of The Australian Workers' Union.

(b) Such preference shall be limited to the point where a member of either or such union and a person who is not such a member are offering for service or employment at the same time and, in the case of retrenchment, to the point where either such a member or such a person is to be dismissed from service or employment.

## 28 - PAYMENT OF WAGES

Unless otherwise agreed upon between the employer and the employees wages shall be paid by cash into the employees bank account subject to the following conditions.

(a) One day of each pay period shall be recognised as the pay day for each job. It shall be no later than the same day in each pay period. In the event that a scheduled day off falls on pay day the employer shall pay wages to the employee or deposit them into a bank account of the employee's choice on the following working day. Subject to the employer being able to make payment the wages may be paid or deposited as aforesaid on the working day preceding the scheduled day off.

Provided that where the scheduled day off falls on a pay day which is a Friday the employer shall pay wages (as aforesaid) on the working day prior to the day off.

(b) When or before payment of wages is made either by cash or bank deposit to an employee he shall be issued with a docket showing at least the gross amount of wages and the amount of any deductions which are made from his earnings. Wages shall be paid or deposited into the employee's bank account during ordinary working hours. If they are paid in cash during the usual meal time, such time occupied shall be added to the actual meal time. Any employee required to wait for more than 15 minutes after his ordinary ceasing time to receive his wages or have his wages deposited into his bank account shall be paid at overtime rates for all time he is kept waiting to be paid.



## 29 - TIME RECORDS

The employer shall keep a record from which can be readily ascertained the following:

- (a) The name and classification of each employee.
- (b) The hours worked each day.
- (c) The gross amount of wage and allowances paid.
- (d) The net amount of wages and the nature thereof.
- (e) The employer's Workers' Compensation Policy or other satisfactory proof of insurance such as a renewal certificate.
- (f) Any relevant records which detail taxation deductions and remittances to the Australian Taxation Office, including those payments made as PAYE Tax, whether under a Group Employer's Scheme or not.
- (g) A certificate or other documentation from the State Long Service Leave Board or Authority which will confirm the employers registration, the date of the last payment, and the period for which that payment applies. (Where such documentation is available under State Legislation).

All records and documentation referred to in this clause or copies thereof, shall be available for inspection by a duly accredited official of the Union during the usual hours at the employer's office or other convenient place.

## 30 - DAMAGE TO CLOTHING

An employee whose clothing is spoiled by any deleterious substance due to the circumstances of his employment shall be recompensed by his employer to the extent of his loss.

## 31 - BEREAVEMENT LEAVE

(a) An employee shall on the death within Australia of a wife, husband, father, mother, brother, sister, child or stepchild, be entitled on notice to leave up to and including the day of the funeral of such relation, and such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in 2 ordinary days of work.

(b) Proof of such death shall be furnished by the employee to the satisfaction of his employer. Provided that this clause shall have no operation while the period of entitlement to leave under it coincides with any other period of entitlement to leave.

(c) For the purpose of this clause the words "wife" and "husband" shall include a person who lives with the employee as a de facto wife or husband.

## 32 - JURY SERVICE

(a) An employee required to attend for jury service during his ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of his attendance for such jury service and the amount of wage he would have received in respect of the ordinary time he would have worked had he not been on jury service.

(b) An employee shall notify his employer as soon as practicable of the date upon which he is required to attend for jury service, and shall provide his employer with proof of his attendance, the duration of such attendance, and the amount received in respect thereof.

## 33 - SETTLEMENT OF DISPUTES

Subject to the provisions of the Industrial Relations Act 1988, any grievance or dispute shall be dealt with as follows:

(a) The matter shall first be discussed between the employee and his supervisor.

(b) If not resolved the matter shall be discussed between the Job Representative and the Supervisor or employer.

(c) If not resolved the matter shall be discussed between an official of the Union and the employer.

(d) If not resolved the matter shall be submitted to the Australian Industrial Relations Commission for determination.

(e) Where the above procedures are being followed work shall continue normally, except where a bona fide safety issue is concerned.

## 34 - OPERATION AND DURATION

This award shall come into operation on and from 29 March 1989, and shall remain in force for 12 months.

## 35 - LEAVE RESERVED

Leave is reserved to the Union to apply to vary the Award in relation to:

- (a) Termination, Change and Redundancy
- (b) The night work allowance prescribed by subclause 6(d)
- (c) Allowance and Special Rates including industry allowance

SCHEDULE OF RESPONDENTS

Barrier Membranes (A Division of Barrier Consolidated Industries Pty Ltd)  
Unit 3,  
37 Church Avenue,  
MASCOT. 2020

BY THE COMMISSION:

COMMISSIONER

Appearances:

W. Bodkin for The Australian Workers' Union.

R.E. Curtis for Barrier Membranes, a division of Barrier Consolidated Industries Pty Ltd.

Dates and place of hearing:

1989.

Sydney:

March 9, 29.

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