

IN THE TASMANIAN INDUSTRIAL COMMISSION

Industrial Relations Act 1984

s.23 application for awards and variation of awards

The Federated Miscellaneous Workers Union of Australia,

Tasmanian Branch

(T.750 of 1987)

(T.1161 of 1988)

(T.1876 of 1989)

and

Tasmanian Confederation of Industries

(T.2681 of 1990)

VETERINARY SERVICES AWARD

DEPUTY PRESIDENT A. ROBINSON

HOBART, 20 November 1990

38-hour week - Structural Efficiency Principle - second stage -
occupational superannuation

ORDER No. 2 of 1990
(Consolidated)

AMEND THE VETERINARY SERVICES AWARD BY DELETING ALL THE CLAUSES
CONTAINED THEREIN AND INSERTING IN LIEU THEREOF THE FOLLOWING:

1. TITLE

This award shall be known as the "Veterinary Services Award".

2. SCOPE

This award is established in respect of the industries of:

- (a) veterinary clinics;
- (b) veterinary surgeries; and
- (c) veterinary practices.

3. ARRANGEMENT

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4. DATE OF OPERATION

This award shall come into operation from the beginning of the first full pay period to commence on or after 1 December 1990.

PROVIDED that it is a term of this award (arising from the decision of the Tasmanian Industrial Commission State Wage Case of 30 October 1989) that the union(s) undertake(s), for the duration of the principles determined by that decision, not to pursue any extra claims, award or overaward, except where consistent with those principles.

5. SUPERSESSSION AND SAVINGS

This award incorporates and supersedes No. 3 of 1989 (Consolidated), and No. 1 of 1990.

PROVIDED that no right, obligation or liability incurred or accrued under any of the abovementioned provisions shall be affected by the replacement and supersession.

6. PARTIES AND PERSONS BOUND

Unless otherwise specified, this award shall have application to and be binding upon:

- (a) all employers (whether members of a Registered Organisation or not) who are engaged in the industry specified in Clause 2 - Scope;
- (b) all employees (whether members of a Registered Organisation or not) for whom classifications appear in this award and who are employed in the industry specified in Clause 2 - Scope;
- (c) the following organisation of employees in respect of whom award interest has been determined:

the Federated Miscellaneous Workers Union of Australia, Tasmanian Branch, and the officers of that organisation and their members who are employed in the industry specified in Clause 2 - Scope;

- (d) the following organisation of employers in respect of whom award interest has been determined:

the Tasmanian Confederation of Industries.

7. DEFINITIONS

'Casual employee' means an employee who is employed on a casual basis and shall include any person who is employed for a period not exceeding five days at any one time.

PROVIDED that the period of engagement of a casual employee may be extended to cover a designated period of annual leave, sick leave, long service leave or workers' compensation.

'Part-time employee' means an employee regularly engaged to work less than 38 hours per week who has accepted employment in accordance with Clause 19 - Part-time Employee.

'Show Day' means not more than one local show day observed on an employee's ordinary working day, other than a Saturday or a Sunday, in the city, town or district in which the employee is employed; or such other day which, in the absence of such a local show day, is agreed on by the employee and the employer, therefore making a total of 11 paid public holidays per year.

'Union' means The Federated Miscellaneous Workers Union of Australia, Tasmanian Branch.

'Year of service' is determined by the cumulative service of an employee with all employers under this award.

8. WAGE RATES

1. WAGE RATES

Adult employees of a classification hereunder mentioned shall be paid the amount assigned opposite that classification:

		Amount per Week
		\$
Classification		
Veterinary Nurse		
1st year of service		299.00
2nd year of service		325.70
3rd year of service and thereafter		343.10

2. JUNIORS

Junior employees shall be paid the undermentioned percentages of the 1st year adult rate calculated to the nearest 10 cents:

		Amount per Week
		\$
	%	
Under 17 years of age	53	158.50
17 years and under 18 years of age	65	194.40
18 years and under 19 years of age	77	230.20
19 years and under 20 years of age	81	242.20
20 years and over	Adult Rate	299.00

9. ANNUAL LEAVE

(a) Period of Leave

A period of 28 consecutive days' leave shall be allowed annually to an employee after 12 months' continuous service (less the period of annual leave).

(b) Calculation of Continuous Service

(i) 12 months' continuous service, for the purposes of this award shall mean 12 months from the commencement of employment. Such 12 months shall not be affected by the number of hours worked each week.

(ii) Continuous service shall not be deemed to have been broken because of:

(a) absences of up to 91 days resulting from accidents, or illnesses which are covered by medical certificates;

(b) absences of up to one month for any cause for which leave has been granted by the employer.

(c) Time of Taking Leave

Annual leave shall be taken at a time mutually agreed upon by the employer and the employee and in the absence of agreement at a time fixed by the employer after at least one month's notice to the employee and within one month of the leave becoming due.

Annual leave shall be taken within 6 months from the date when the right to annual leave accrued.

(d) Broken Leave

Annual leave shall be taken in a continuous period provided that where the employee and the employer agree, leave may be taken in 2 or more periods, one of which shall be of at least 14 successive days.

(e) Payment for Period of Leave

An employee before going on leave shall be paid the amount of wages he would have received in respect of the ordinary time which he would have worked had he not been on leave during the relevant period. In addition thereto he shall be paid a loading of 17 1/2 per cent.

(f) **Proportionate Leave on Termination of Service**

Where an employee terminates his employment, or his employment is terminated by the employer before the expiration of any 12 monthly qualifying period, payment shall be made on the basis of:- 4.48ths of a week's wages for each completed week of continuous service plus 17 1/2 per cent annual leave loading for an employee with more than 12 months service.

10. CASUAL EMPLOYEES

- (a) A casual employee shall be paid per hour one thirty-eighth of the weekly rate prescribed herein, for the relevant year of service (as defined) plus 20 per cent.
- (b) Casual employees shall be engaged for a minimum of 3 hours per day.

PROVIDED that where agreed between the employer, the employee and the union a lesser minimum engagement may apply. Such agreement shall be in writing and shall specify the terms of the lesser engagement period.

11. CLOTHING ALLOWANCE

- (a) The employee shall be issued with two uniforms annually to be maintained in a suitable condition by the employer. Where the uniforms are not supplied and laundered the employer shall pay a premium of \$5.20 per week:

\$3.80 for the cost of laundering, \$1.45 for supply of uniforms.
- (b) Where an employee is required to work in wet or dirty conditions or in association with animals suitable footwear shall be supplied.

12. COMPASSIONATE LEAVE

An employee shall on the death of a wife, husband, father, mother, child, stepchild, brother, sister, mother-in-law, father-in-law, stepmother, stepfather, grandfather, grandmother, de facto spouse, be entitled upon application being made to the employer, to leave up to and including the day of the funeral of such relative and such leave will be without deduction of pay not exceeding the number of ordinary hours worked by the employee in 3 ordinary days.

Proof of such death, in the form of a death notice or other written evidence, shall be furnished by the employee.

13. CONTRACT OF EMPLOYMENT

- (a) Except in the case of casuals, employment under this award shall be by the week.
- (b) Casual employees shall be engaged by the hour.
- (c) Except in the case of casuals, employment may be terminated only by the giving of one week's notice by either party or by the payment or forfeiture of one week's wages as the case may be provided that during the first two weeks of employment the employment may be terminated by the giving of one hour's notice by either party or by the payment or forfeiture of one hour's pay as the case may be.
- (d) Casual employment may be terminated by one hour's notice.
- (e) Nothing contained elsewhere in this clause shall limit the right of the employer to instantly dismiss an employee for malingering, misconduct or neglect of duty warrants instant dismissal, in which case wages shall be paid up to the time of dismissal only.
- (f) The employer in the event of misconduct may suspend an employee without pay. The maximum period of suspension shall be one week. Should the employee not agree to the suspension the union may refer the matter to the Industrial Commission. If upon examination the Industrial Commission forms the view that the suspension was harsh or unjust, it may vary the term of or rescind the suspension.

Prior to the implementation of the suspension the matter shall be discussed with an official of the union, or written notification shall be provided to the union. Where written means of notifying the employers intention is used the employer shall not implement the suspension until 24 hours after the union would reasonably have been expected to receive such notification.

14. HOLIDAYS WITH PAY

- (a) (i) All employees (other than casuals) shall be allowed the following days as paid holidays:

New Year's Day, Australia Day, Hobart Regatta Day (south of Oatlands), Labour Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Show Day (as defined), the first Monday in November (where Hobart Regatta Day is not observed), Christmas Day and Boxing Day.

- (ii) Where any of the aforementioned holidays fall on a Saturday or Sunday and are observed on the Saturday or Sunday respectively, then the following ordinary working day shall be regarded as a holiday for the purposes of this award.
- (b) Payment for the holidays mentioned in subclause (a) which are taken and not worked, shall be at the rate of pay which would have applied to the employee concerned when, if it were not for such holiday, he had been at work.
- (c) Payment to an employee for work performed on a holiday mentioned in subclause (a) of this clause shall be made at two and a half times the normal rate.

15. HOURS

- (a) The ordinary hours of work shall not exceed 38 hours per week.
- (b) Subject to subclause (c) herein the ordinary hours of work as prescribed in subclause (a) shall be worked as follows:

8 hours per day as agreed between the hours of 7.00am and 8.00pm Monday to Friday inclusive, and one shift of not more than 4 hours between the hours of 7.30am and 12.30pm on Saturday.
- (c) The method of implementation of the 38-hour week may be agreed to be any of the following:
 - (i) by employees working less than 8 ordinary hours on each day;
or
 - (ii) by employees working less than 8 ordinary hours on one or more days each week; or
 - (iii) by fixing one week day on which all employees will be off during a particular work cycle; or
 - (iv) by rostering employees off on various days of the week during a particular work cycle so that each employee has one week day off during that cycle.
- (d) At each work-place an assessment should be made as to which method of implementation best suits the business and the proposal shall be discussed with the employees concerned, the objective being to reach agreement on the method of implementation.

- (e) Circumstances may arise where different methods of implementation of the 38-hour working week apply to different employees in the workplace.
- (f) Where the method of implementation includes the taking of a rostered day as provided for in subclause (c)(iii) and (iv) the following conditions shall apply:
 - (i) An employer, with the agreement of the majority of employees concerned, may substitute a day an employee is to take off in accordance with subclause (c)(iii) and (iv) of this clause, for another day in the case of an emergency situation.

PROVIDED that any individual employee, with the agreement of his employer, may substitute the day the employee is to take off for another day.
 - (ii) Where an employer and employee agree rostered days off may accumulate to a maximum of 7 days which shall be taken at a mutually agreed time.
 - (iii) Where an employee is sick or injured on the week day he is to take off in accordance with subclause (c)(iii) or (iv) of this clause, the employee shall not be entitled to sick pay nor will the sick pay entitlement be reduced as a result of the employee's sickness or injury on that day.
 - (iv) Where an employee works on a day off arising under subclause (c)(iii) or (iv) of this clause not being a day the subject of agreement pursuant to subclause (f)(i) and (ii) that day shall be deemed to be overtime and paid in accordance with Clause 18 - Overtime.
 - (v) The wages paid each week for ordinary hours shall be paid so that in each week when 40 hours is worked 2 hours pay shall be kept in hand and paid to the employee in the pay week that the rostered day off occurs to enable an averaging of payments for ordinary time to occur.
- (g) Agreements reached on the method of implementation of the 38-hour week shall be recorded in writing and shall be signed by the employer and employees concerned. The agreement shall be kept as part of employment records and available for inspection in accordance with the provisions of the Industrial Relations Act 1984.

16. MATERNITY LEAVE

(a) Eligibility for Maternity Leave

An employee who becomes pregnant, shall upon production to her employer of a certificate from a duly qualified medical practitioner stating the presumed date of her confinement, be entitled to maternity leave provided that she has had not less than 12 months' continuous service with that employer immediately preceding the date upon which she proceeds upon such leave.

For the purposes of this clause:

- (i) An employee shall include a part-time employee but shall not include an employee engaged upon casual or seasonal work.
- (ii) Maternity leave shall mean unpaid maternity leave.

(b) Period of Leave and Commencement of Leave

- (i) Subject to subclauses (c) and (f) of this clause the period of maternity leave shall be for an unbroken period of from 6 to 52 weeks and shall include a period of 6 weeks compulsory leave to be taken immediately following confinement.
- (ii) An employee shall, not less than 10 weeks prior to the presumed date of confinement, give notice in writing to her employer stating the presumed date of confinement.
- (iii) An employee shall give not less than 4 weeks' notice in writing to her employer of the date upon which she proposes to commence maternity leave stating the period of leave to be taken.
- (iv) An employer by not less than 14 days' notice in writing to the employee may require her to commence maternity leave at any time within 6 weeks immediately prior to her presumed date of confinement.
- (v) An employee shall not be in breach of this clause as a consequence of failure to give the stipulated period of notice in accordance with paragraph (iii) above, if such failure is occasioned by the confinement occurring earlier than the presumed date.

(c) Transfer to a Safe Job

Where in the opinion of a duly qualified medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee shall, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

If the transfer to a safe job is not practicable, the employee may, or the employer may require the employee to, take leave for such period as is certified necessary by a duly qualified medical practitioner. Such leave shall be treated as maternity leave for the purposes of subclauses (g), (h), (i) and (j) of this clause.

(d) Variation of Period of Maternity Leave

- (i) Provided the addition does not extend the maternity leave beyond 52 weeks, the period may be lengthened once only, save with the agreement of the employer, by the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be lengthened.
- (ii) The period of leave may, with the consent of the employer, be shortened by the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be shortened.

(e) Cancellation of Maternity Leave

- (i) Maternity leave, applied for but not commenced, shall be cancelled when the pregnancy of an employee terminates other than by the birth of a living child.
- (ii) Where the pregnancy of an employee then on maternity leave terminates other than by the birth of a living child, it shall be the right of the employee to resume work at a time nominated by the employer which shall not exceed 4 weeks from the date of notice in writing by the employee to the employer that she desires to resume work.

(f) Special Maternity Leave and Sick Leave

- (i) Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child then:

- (a) she shall be entitled to such period of unpaid leave (to be known as special maternity leave) as a duly qualified medical practitioner certifies as necessary before her return to work; or
- (b) for illness other than the normal consequences of confinement she shall be entitled, either in lieu of or in addition to special maternity leave, to such paid sick leave as to which she is then entitled and which a duly qualified medical practitioner certifies as necessary before her return to work.
- (ii) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take such paid sick leave as to which she is then entitled and such further unpaid leave (to be known as special maternity leave) as a duly qualified medical practitioner certifies as necessary before her return to work, provided that the aggregate of paid sick leave, special maternity leave and maternity leave shall not exceed 52 weeks.
- (iii) For the purposes of subclauses (g), (h) and (i) of this clause, maternity leave shall include special maternity leave.
- (iv) An employee returning to work after the completion of a period of leave taken pursuant to this subclause shall be entitled to the position which she held immediately before proceeding on such leave or, in the case of an employee who was transferred to a safe job pursuant to subclause (c) of this clause to the position she held immediately before such transfer.

Where such position no longer exists but there are other positions available, for which the employee is qualified and the duties of which she is capable of performing, she shall be entitled to a position as nearly comparable in status and salary or wage to that of her former position.

(g) Maternity Leave and Other Leave Entitlements

Provided the aggregate of leave including leave taken pursuant to subclauses (c) and (f) of this clause does not exceed 52 weeks:

- (i) an employee may, in lieu of or in conjunction with maternity leave, take any annual leave or any part thereof to which she is then entitled;

- (ii) paid sick leave or other paid authorised award absences (excluding annual leave), shall not be available to an employee during her absence on maternity leave.

(h) Effect of Maternity Leave on Employment

Notwithstanding any award or other provision to the contrary, absence on maternity leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose of an award.

(i) Termination of Employment

- (i) An employee on maternity leave may terminate her employment at any time during the period of leave by notice given in accordance with this award.
- (ii) An employer shall not terminate the employment of an employee on the ground of her pregnancy or of her absence on maternity leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

(j) Return to Work After Maternity Leave

- (i) An employee shall confirm her intention of returning to her work by notice in writing to the employer given not less than 4 weeks prior to the expiration of her period of maternity leave.
- (ii) An employee, upon expiration of the notice required by paragraph (i) above, shall be entitled to the position which she held immediately before proceeding on maternity leave or, in the case of an employee who was transferred to a safe job pursuant to subclause (c) of this clause to the position which she held immediately before such transfer. Where such position no longer exists but there are other positions available for which the employee is qualified and the duties of which she is capable of performing, she shall be entitled to a position as nearly comparable in status and salary or wage to that of her former position.

(k) Replacement Employees

- (i) A replacement employee is an employee specifically engaged as a result of an employee proceeding on maternity leave.

- (ii) Before an employer engages a replacement employee under this subclause, the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.
- (iii) Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising her rights under this clause, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.
- (iv) **PROVIDED** that nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.
- (v) A replacement employee shall not be entitled to any of the rights conferred by this clause except where her employment continues beyond the 12 months' qualifying period.

17. MEAL AND MEAL ALLOWANCE

- (a) A meal interval of not less than 30 minutes or more than one hour shall be allowed to an employee after each 4 hours worked.
- (b) An employee who is required to work overtime for more than one and a half hours after the usual time of ceasing work shall be paid a meal allowance of \$4.90 for each such meal.
- (c) An employee required to work for more than 4 hours on a Saturday, or a Sunday or a Public Holiday shall be paid a meal allowance of \$4.90.

18. OVERTIME

For all time of duty in excess of or outside of the ordinary hours as prescribed in Clause 15 - Hours of this award, payment shall be made at the rate of time and one half for the first 2 hours and double time thereafter.

19. PART-TIME EMPLOYEE

A part-time employee (as defined) shall be engaged on the following terms:

- (a) The rate of pay shall be equal to the appropriate weekly rate divided by 38.

- (b) The provisions of this award in respect to annual leave, sick leave and holidays shall apply on a proportionate basis.

All other conditions of employment shall be as for weekly hire employees.

- (c) The ordinary hours of work of part-time employees shall be in accordance with Clause 15 - Hours.
- (d) Part-time employees shall be engaged for a minimum of 12 hours per week with not less than 3 hours of work being provided on any day.

PROVIDED that where agreed between the employer, the employee and the union a lesser minimum engagement may apply. Such agreement shall be in writing and shall specify the terms of the lesser engagement period.

20. PAYMENT OF WAGES

- (a) The employer shall specify a time and place at which wages and other moneys are to be paid to the employees other than employees engaged for less than one week. The time so specified shall not be more than 48 hours from the time when such wages become due and shall not be later than Thursday in the week. Any employee who is not paid at the time so specified shall be deemed to be working during the time he is kept waiting. Casual employees shall be paid within one hour of the termination of employment.
- (b) Payment may be made weekly or fortnightly and shall be in cash or by cheque or by direct bank deposit in an account nominated by the employee. The frequency of payment shall be the result of agreement being reached between the employer and the majority of employees concerned. The method of payment shall be at the discretion of the employer.
- (c) Where a cheque is not met upon presentation or a bank deposit is not made at the time specified, otherwise than in circumstances beyond the control of the employer, waiting time shall be paid.

21. PREFERENCE OF EMPLOYMENT

Preference of employment shall be given to members of the Federated Miscellaneous Workers' Union of Australia, provided that such preference shall extend to persons who, not being members, undertake to become, and within 14 days of so undertaking do in fact become, and remain members of the Federated Miscellaneous Workers' Union of Australia.

A person who objects to joining the union on genuine conscientious grounds shall be exempted from the requirement to join on condition that he contributes an amount equivalent to the annual union subscription to a charity agreed on between him and the union.

22. REST PERIOD

Employees shall be allowed a rest period of 10 minutes during the first and second periods of each shift.

23. RIGHT OF ENTRY

For the purpose of interviewing persons covered by this award, an officer of the Federated Miscellaneous Workers' Union of Australia may enter the premises where such persons are employed on each day of the week.

24. SATURDAY AND SUNDAY WORK

For all time of duty after midday on a Saturday or on a Sunday payment shall be made at the rate of double the ordinary rate.

25. SICK LEAVE

- (a) An employee, who is absent from work on account of personal illness or on account of injury by accident shall be entitled to leave of absence without deduction of pay, subject to the following conditions and limitations:
 - (i) he shall not be entitled to such leave of absence for any period in respect of which he is entitled to workers' compensation;
 - (ii) he shall, wherever possible inform the employer of an inability to attend for work on the first day of such absence, and as far as may be practicable, state the nature of illness or injury and the estimated duration of the absence;
 - (iii) he shall prove such inability to the satisfaction of the employer (or in the event of a dispute, the Tasmanian Industrial Commission);
 - (iv) he shall not be entitled in any year (whether in the employment of one employer or of more) to sick leave credit in excess of 2 weeks or ordinary working time.

- (b) Sick leave shall accumulate from year to year so that any balance of the period specified in subclause (a)(iv) of this clause which has in any year not been allowed to an employee by an employer as paid sick leave shall be credited to the employee and, subject to the conditions hereinbefore prescribed shall be allowed by that employer in a subsequent year without diminution of the sick leave prescribed in respect of that year.

26. STRUCTURAL EFFICIENCY

- (a) The parties to this award are committed to co-operating positively to increase efficiency and productivity and to enhance the opportunities and job security of employees.
- (b) At each place of employment a consultative mechanism appropriate to the size, structure and needs of that place shall be established to consider efficiency measures. The consultative mechanism shall involve management, employees of the centre and the union.
- (c) Efficiency measures which may seek to vary a provision of this award shall be referred to the Tasmanian Industrial Commission.
- (d) An appropriate classification structure shall be an issue for on-going discussion between the parties to the award.

27. SUPERANNUATION

- (a) Definitions

'**Tasplan**' means the Tasplan Fund established by Trust Deed and Articles on 24 March 1987.

'**Eligible employee**' means a full-time or part-time employee who has completed one calendar month's service with an employer or, a casual employee who has worked 48 hours of ordinary time in a month.

PROVIDED that no employee shall be eligible prior to 1 January 1991.

- (b) Fund

- (i) For the purpose of this award contributions made by employers in accordance with the provisions of subclause (d) - Employee Contributions herein, shall be paid to the Treasurer of Tasplan.

- (ii) All employers upon being so bound by this award shall become party to Tasplan and upon the acceptance of the Trustees of that scheme of an application to become a participating employer of Tasplan, duly signed and executed by that employer.

(c) Employer Contributions

- (i) Subject to the rules of the fund and the conditions identified elsewhere in this clause, contributions shall be paid by employers in respect of each eligible employee at the rate of three per cent of ordinary time earnings for each complete week employed. This calculation shall be based on the ordinary time worked by an employee in any week and shall exclude work performed and paid as overtime.

PROVIDED that the minimum contribution in any week shall be \$1.30.

- (ii) Contributions will only be made in respect of eligible employees as defined provided that if a new employee was a member of Tasplan at his or her prior place of employment, no eligibility requirement shall apply.
- (iii) A pro rata deduction shall be made from the weekly contribution payable for an unauthorised absence of at least one day's duration.
- (iv) An employer, as defined, shall not be required to contribute during any periods of unpaid leave. Further an employer shall not be required to make additional contributions in respect of annual leave paid out on termination.
- (v) No contribution is payable in respect of casual employees in any fund billing statement month where the number of hours worked is less than 48.
- (vi) Contributions for eligible employees shall be forwarded to the Fund Manager on a monthly basis.

(d) Employee Contributions

Subject to the rules of the fund, employees who may wish to make contributions to the fund additional to those being paid pursuant to subclause (c) - Employer Contributions herein, shall be so entitled.

Such employees may either forward their own contribution directly to the Fund Administrators or, where it is practicable to do so, authorise the employer to pay into the fund from the employees' wages, amounts specified by the employer subject to the amount of contribution being expressed in whole dollars and any adjustment to the level of contribution being subject to 3 months' notice in writing from the employee to the employer or such lesser period as they may both otherwise agree.

