

TASMANIAN INDUSTRIAL COMMISSION

Industrial Relations Act 1984
s23 application for award or variation of award

Tasmanian Trades and Labor Council
(T13142 of 2008)
Private Sector Awards

Minister administering the *State Service Act 2000*
(T13143 of 2008)
Public Sector Awards

FULL BENCH:

PRESIDENT P L LEARY
DEPUTY PRESIDENT P C SHELLEY
COMMISSIONER T J ABEY

Wage Rates – State Wage Case 2008 – applications to vary private and public sector awards – Private Sector Awards – Public Sector Awards, other than named awards - award wage rates to be increased by \$19.00 per week - wage related allowances to be increased by 3.1% – meal allowance increased to \$14.60 - State Minimum Wage rate determined at \$546.10 - s.35(1)(b) – operative date ffpp 1 August 2008

ELECTRICAL/ELECTRONIC TRADES (PUBLIC SECTOR) AWARD

ORDER BY CONSENT -

**No. 1 of 2008
(Consolidated)**

AMEND THE ELECTRICAL/ELECTRONIC TRADES (PUBLIC SECTOR) AWARD BY DELETING ALL CLAUSES CONTAINED THEREIN AND INSERTING IN LIEU THEREOF THE FOLLOWING; AND THE AWARD IS CONSOLIDATED:

1. TITLE

This award shall be known as the "Electrical/Electronic Trades (Public Sector) Award".

2. SCOPE

This award shall apply to work performed by State employees employed in accordance with the provisions of the Tasmanian State Service Act 1984, for whom classifications appear in Clause 8 of this award; with the exception of employees engaged in the Police Department and the State Fire Commission and employees engaged in the Education Department covered by Education Media Services Staff Award and the Technical and Further Education Staff Award.

3. ARRANGEMENT

Subject Matter	Clause No.	Page No.
Title	1	2
Scope	2	2
Arrangement	3	2
Date of Operation	4	3
Supersession and Savings	5	3
Parties and Persons Bound	6	3
Definitions	7	4
Wage Rates	8	6
1. Wages		6
2. Apprentices		7
3. Junior Employees		8
4. Disability Allowance		9
5. Supported Wage		9
Annual Leave	9	12
Availability	10	14
Car Allowance	11	14
Clothing and Equipment	12	15
Compassionate Leave	13	15
Contract of Employment	14	15
Grievance Procedures	15	18
Holiday and Sunday Work	16	19
Holidays with Pay	17	19
Hours of Work	18	19
Maternity Leave	19	22
Mixed Functions	20	26
Multi-Storey Allowance	21	26
Notice Boards	22	28
Overtime	23	28

Payment of Wages	24	30
Rest Periods	25	31
Right of Entry	26	31
Shift Work	27	32
Shop Stewards	28	35
Sick Leave	29	35
Special Rates	30	36
State Service Accumulated Leave Scheme	31	38
Tools	32	38
Travelling and Board	33	38
APPENDIX 1		40
State Service Accumulated Leave Scheme		

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 August 2008.

PROVIDED that it is a term of this award (arising from the decision of the Tasmanian Industrial Commission in the State Wage Case of 13 August 1991) that the union(s) undertake(s), until 30 November 1991, not to pursue any extra claims, award or overaward, except when consistent with those principles.

5. SUPERSESSION AND SAVINGS

This award incorporates and supersedes No. 2 of 2007 (Consolidated).

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

No employee who is in receipt of a wage rate in excess of that herein prescribed shall have that wage rate reduced as a result of the coming into force of this award.

6. PARTIES AND PERSONS BOUND

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

- (a) The Minister responsible for the administration of the Tasmanian State Service Act 1984, in relation to all employees for whom classifications appear in this award, whether members of a registered organisation or not; and
- (b) the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia and the officers of that organisation and its members employed in the industry specified in Clause 2 - Scope.

7. DEFINITIONS

'Casual employee' means any person who is employed on a casual basis and includes any person who is employed for a period not exceeding 5 days at any one time.

'Confined space' means a compartment or space access to which is through a manhole or similar opening, or a place the dimensions of which necessitate an employee working in a stooped or otherwise cramped position, or without proper ventilation.

'Construction work' means work in connection with the erection, repair, maintenance and renovation of buildings or structures.

'Electrical Fitter' means a fitter mainly engaged in making, fitting, or repairing electrical machines, instruments or appliances, who in the course of his or her work applies electrical knowledge.

'Electrical Mechanic' means a tradesman mainly engaged on electrical installation, repair and maintenance work.

'Electrician, special class' means an electrical fitter or electrical mechanic who is mainly engaged on complex or intricate circuitry or both, the performance of which work requires the use of "additional knowledge" as herein defined. For the purpose of this definition, "additional knowledge" means knowledge in excess of that gained by the satisfactory completion of the appropriate technical college trade course and which has been acquired by virtue of:

- (i) having had not less than 2 years on-the-job experience as a tradesman working mainly on such complex or intricate circuitry work as will enable the tradesman to perform such work unsupervised where necessary and practicable; and
- (ii) having, by virtue of either the satisfactory completion of a prescribed post trade course in industrial electronics or the achievement of a comparable standard of knowledge by other means including the on-the-job experience referred to in paragraph (i) hereof, gained a sufficient comprehension of such complex or intricate circuitry work as will enable the tradesman to examine, diagnose and modify systems comprising inter-connected circuits.

For the purpose of this definition the following courses are deemed to be the prescribed post trade courses in industrial electronics:

The Industrial Electronics Course of the Technical Education Department of Tasmania, or such other approved course conducted by educational institutions in other States of Australia.

'Employee' means a person employed under the provisions of the Tasmanian State Service Act 1984.

'Employer' means the Minister responsible for the administration of the Tasmanian State Service Act 1984.

'Part-time employee' is one engaged to regularly work for less hours per day or week than those prescribed for full-time employees.

'Refrigeration Mechanic or Serviceman' means an adult employee engaged on the installation, repair and maintenance work on all types of electrically operated refrigeration units.

'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.

'Sunday' means all time between midnight Saturday and midnight Sunday.

'Television/Radio Electronic Equipment Serviceman' -

Grade I:

means an adult who has completed an appropriate trades course or who has achieved an equivalent standard of skill and knowledge and who is engaged on routine servicing work which requires no more than the application of the general trade experience gained through apprenticeship or equivalent training on that work.

Grade II:

means an adult who has completed an appropriate trades course which includes instruction in colour television or who has achieved an equivalent standard of skill and knowledge through his or her experience in the industry or through a special course of tuition and is required to diagnose and rectify faults in television and radio equipment or other electronic equipment or apparatus.

'Union' means the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia.

8. WAGE RATES

1. WAGES

The wage rates set out hereunder shall be the minimum rates payable to employees classified herein.

Classification	Amount Per Week \$
1 Electrical Fitter (as defined)	580.10
2 Electrical Fitter's and Mechanic's Assistant	546.10
3 Electrical Labourer (Traffic Controls	546.10
4 Electrical Mechanic (as defined)	580.10
PROVIDED that an employee who is a holder of an 'A' Grade Licence shall be paid an additional allowance of \$16.00 per week.	
5 Electrician, special class (as defined)	649.40
6 Refrigeration Mechanic or Serviceman (as defined)	580.10
7 TV/Radio Electronic Equipment Serviceman	
Grade I	580.10
Grade II	649.40

8. Leading Hand

- (a) In charge of not less than 3 and not more than 10 employees including apprentices \$22.30 week extra.
- (b) In charge of more than 10 and not more than 20 employees including apprentices, \$32.90 week extra.
- (c) In charge of more than 20 employees including apprentices \$50.20 week extra.

9. Foreman Electrician, i.e. an employee appointed as such by the employer to direct and supervise the work of other employees, and who is responsible for the requisition of materials, keeping times, setting out work, and estimating - shall be paid an allowance of \$9.10 day.
10. The Licence Nominee Allowance of \$47.60 week shall be paid in addition to the appropriate wage rate and allowance prescribed elsewhere in this clause to the 'A' Grade Electrician who acts as the Licence Nominee, i.e. the person nominated on the HEC Electrical Contracting Licence.

2. APPRENTICES

- (a) The employer shall not employ minors in the following trades or occupations otherwise than in accordance with the requirements of the Industrial and Commercial Training Act 1985 and the Regulations made thereunder:

- (i) Electrical Fitter;
- (ii) Electrical Mechanic;
- (iii) Refrigeration Mechanic or Serviceman;
- (iv) Television/Radio Electronic Equipment Serviceman.

- (b) Probationary Period

Minors may be taken on probation for three months and if apprenticed, such three months shall count as part of their period of apprenticeship. The employer shall, within 14 days of employing a probationer, notify the Training Authority of Tasmania of the employment of such probationer to any of the trades mentioned.

- (c) Wages

The minimum ordinary rates of payment to be paid by the employer to apprentices, probationary apprentices, adult apprentices and other junior workers not elsewhere provided for shall be:

- (i) Apprentices and Probationary Apprentices

The undermentioned percentages of the tradesmen's rate of wages, i.e. the wage rate for classification 1, subclause 1 hereof:

Percentage of Tradesmen's Rate	%
1st year	42
2nd year	55
3rd year	75
4th year	88

The said minimum rate shall be calculated to the nearest 10 cents.

(ii) All apprentices who have not completed their apprenticeship by their 22nd birthday shall be paid the base tradesman's rate of wage (i.e. the wage rate prescribed for classification 1, subclause 1 hereof, for all the period of their apprenticeship over the age of 22.

(iii) Other Junior Labour

An employee who is under the age of 21 on completion of his or her apprenticeship or any junior, other than a probationer or an apprentice, who uses tools in performing work usually carried out by a tradesman shall be paid not less than the appropriate wage prescribed for a tradesman.

(d) Overtime and Shift Work

No apprentices under the age of 18 years shall be required to work overtime or shift work unless they so desire.

Except in an emergency, no apprentices shall work or be required to work overtime or shift work at times which would prevent their attendance at technical school as required by any statute, or other regulation.

(e) An apprentice shall not work under any system of payment by results.

(f) A camping allowance of \$4.62 per day for every day, including Sunday, shall be paid to employees engaged on country jobs at places where ordinary board and residence is not obtainable and camping in huts, caravans, etc., of accepted standard is necessary.

PROVIDED that where cooked meals are procurable by the employees at a mess established by the employer, the amount of such country allowance shall be \$2.40 per day of every day including Sunday.

(g) Travelling and fares allowance \$4.51 per day. This applies to employees who are required to start and finish on site.

(h) Subject only to the requirements of the Tasmanian Training Authority, nothing in this clause shall be construed in such a manner as to prevent the employer from entering into a contract of apprenticeship with an adult.

3. JUNIOR EMPLOYEES

The class of work that may be performed by junior employees shall be sweeping and cleaning, running errands, or packing or unpacking goods and the proportion of junior employees shall not exceed one junior to every three journeymen employees.

The minimum rates of wages that may be paid to junior employees shall be the undermentioned percentages of the adult wage rate, prescribed for classification 2, subclause 1, hereof calculated to the nearest 10 cents.

Percentage of Tradesmen's Rate	%
1st year	42
2nd year	55
3rd year	75
4th year	88

No junior employees shall be employed on a construction site.

4. DISABILITY ALLOWANCE

In addition to the rates prescribed in subclause 1, for employees (including apprentices) covered by classification numbers 1, 2, 3, 4, 5 and 6 therein, shall be paid an allowance at the rate of \$21.90 per week.

The payment of the allowance prescribed shall be in recognition of and compensation for disabilities generally existing where employees are engaged on construction work (as defined) on site or where work is performed on the installation, serving, repairing and/or maintenance of lifts and/or escalators in situ.

5. SUPPORTED WAGE SYSTEM

(a) Eligibility criteria

Subject to this subclause an employer may engage employees at a supported wage rate (as set out in paragraph (c) of this subclause) who meet the impairment criteria for receipt of a Disability Support Pension and who, because of their disability, are unable to perform the range of duties to the competence level normally required for the class of work for which they are engaged.

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

PROVIDED FURTHER that this subclause does not apply to employers in respect of their facility, programme, undertaking, service or the like which receives funding under the Disability Services Act 1986 and fulfils the dual role of service provider and sheltered employer to people with disabilities who are in receipt of or are eligible for a disability support pension, except with respect to an organisation which has received recognition under s.10 or under s.12A of the above Act, or if a part only has received recognition, that part.

(b) For the purposes of this subclause:

- (i) **'Supported Wage System'** means the Commonwealth Government System to promote employment for people who cannot work at full award wages because of a disability.
- (ii) **'Accredited Assessor'** means a person accredited by the management unit established by the Commonwealth under the Supported Wage System to perform assessments of an individual's productive capacity within the Supported Wage System.
- (iii) **'Disability Support Pension'** means the pension available under the Commonwealth pension scheme to provide income security for persons with a disability as provided under the Social Security Act 1991, as amended from time to time, or any successor to that scheme.
- (iv) **'Assessment instrument'** means the form provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.

(c) Supported wage rates

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

Assessed capacity (paragraph (d))	% of prescribed award rate
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

PROVIDED that the minimum amount payable shall be not less than \$66 per week.

(d) Assessment of capacity

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

- (i) the employer and a union party to the award, in consultation with the employee or, if desired by any of these;
 - (ii) the employer and an accredited Assessor from a panel agreed by the parties to the award and the employee.
- (e) Lodgment of assessment instrument
 - (i) All assessment instruments under the conditions of this subclause, including the appropriate percentage of the award wage to be paid to the employee, shall be lodged by the employer with the Registrar of the Tasmanian Industrial Commission.
 - (ii) All assessment instruments shall be agreed and signed by the parties to the assessment, provided that where a union which is party to the award, is not a party to the assessment, it shall be referred by the Registrar of the Tasmanian Industrial Commission to the union by certified mail and shall take effect unless an objection is notified to the Registrar of the Tasmanian Industrial Commission within 10 working days.
- (f) Review of assessment

The assessment of the applicable percentage shall be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review shall be in accordance with the procedures for assessing capacity under the Supported Wage System.
- (g) Other terms and conditions of employment

Where an assessment has been made, the applicable percentage shall apply to the wage rate only. Employees covered by the supported wage provisions of this subclause shall be entitled to the same terms and conditions of employment as all other workers covered by this award who are paid on a pro rata basis.
- (h) Workplace adjustment

An employer wishing to employ a person under the provisions of this subclause shall take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.
- (i) Trial Period
 - (i) In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this subclause for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding 4 weeks) may be needed.

- (ii) During that trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined in accordance with paragraphs (d) and (e).
- (iii) The minimum amount payable to the employee during the trial period shall be no less than \$66 per week or such greater amount as is agreed from time to time between the parties.
- (iv) Work trials should include induction or training as appropriate to the job being trialed.
- (v) Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under paragraph (c) hereof.

9. ANNUAL LEAVE

(a) Period of Leave

(i) Dayworkers

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) to an employee on weekly hiring in any one or more of the occupations to which this award applies.

(ii) Shiftworkers

In addition to the leave hereinbefore prescribed, 7 day shiftworkers who are rostered to work regularly on Sundays and holidays shall be allowed 7 consecutive days' leave including non-working days.

Where an employee with 12 months' continuous service is engaged for part of the 12 monthly period as a 7 day shiftworker, the employee shall be entitled to have the period of annual leave hereinbefore prescribed increased by one half a day for each month he or she is continuously engaged.

(b) Annual Leave Exclusive of Public Holidays

Subject to this subclause, the annual leave prescribed by this clause shall be exclusive of any of the holidays prescribed by Clause 16 - Holidays with Pay, and if any such holiday falls within an employee's period of annual leave and is observed on a day which, in the case of that employee would have been an ordinary working day, there shall be added to the period of annual leave, time equivalent to the ordinary time which the employee would have worked if such day had not been a holiday.

Where a holiday falls as aforesaid and the employee fails without reasonable cause, proof whereof shall be upon the employee, to attend for work at the ordinary starting time on the working day immediately following the last day of the period of his or her annual leave the employee shall not be entitled to be paid for any such holiday.

(c) Calculation of Continuous Service

For the purposes of this clause, service shall be deemed to be continuous notwithstanding:

- (i) Any interruption or determination of the employment by the employer if such interruption or determination has been made with the intention of avoiding obligations hereunder in respect of leave of absence.
- (ii) Any absence from work on account of personal sickness or accident, and in calculating the period of 12 months' continuous service, absence on account of personal sickness or accident to the extent of 91 days in any 12 months shall be deemed to be part of the period of continuous service.
- (iii) Any absence with reasonable cause proof whereof shall be upon the employee or leave lawfully granted by the employer, but such absence shall not be taken into account in calculating the period of 12 months' continuous service.

(d) Proportionate Leave on Termination of Service

If after one month's continuous service in any qualifying 12 monthly period an employee lawfully leaves his or her employment, or the employee's employment is terminated by the employer through no fault of the employee the employee shall be paid at his or her ordinary rate of wage as follows:

twelve and two third hours for each completed month of continuous service.

(e) Payment in Lieu Prohibited

The annual leave provided for by this clause shall be allowed and shall be taken, and except as provided in subclause (d) hereof, payment shall not be made or accepted in lieu of annual leave.

(f) Payment for Period of Leave

- (i) Employees before going on leave shall be paid the amount of wage they would have received in respect of the ordinary time which they would have worked had they not been on leave during the relevant period.
- (ii) During a period of annual leave an employee shall receive a loading calculated on the rate of wages prescribed for the employee concerned.

PROVIDED that where employees would have received shift loadings as prescribed had they not been on leave during the relevant period and such loadings would have entitled them to a greater amount than the loading of 17 1/2%, then the shift loading shall be added to the rate of wage prescribed in lieu of the 17 1/2% loading.

- (iii) Where the period of annual leave taken is of ten (10) consecutive days or more, the loading payable shall be the amount which would have been paid if the employee had taken all the leave due to him or her in respect of that leave year.

If all leave taken in a year is in periods of less than ten (10) consecutive days, the total loading shall be paid to the employee at the expiration of a period of one year following the date upon which the leave became due.

- (g) Time of Taking Leave

Annual leave shall be given at a time fixed by the employer within a period not exceeding 6 months from the date when the right to annual leave accrued. Where practicable and unless otherwise mutually arranged between the employer and the employee, at least 2 weeks' notice shall be given to the employee that his or her annual leave is to be taken.

- (h) Broken Leave

Leave allowed under the provisions of this subclause shall be given and taken in one consecutive period within 6 months from the end of the preceding year of employment, or if the employer and the employee so agree in 2 separate periods, the lesser of which shall be of not less than 7 consecutive days. No entitlement shall be permitted to accrue beyond 12 months after the date of accrual.

10. AVAILABILITY

When an employee is on 'availability duty' the employee shall be paid an additional allowance of \$43.00 per week.

'Availability duty' means that an employee is available for recall to work after normal working hours and within a period of approximately 15 minutes.

11. CAR ALLOWANCE

Any employee who is required by the employer to use his or her own motor vehicle in the service of the employer shall be paid 24.4 cents per kilometre for the use thereof.

12. CLOTHING AND EQUIPMENT

- (a) Where the employer requires an employee to wear overalls or other protective clothing or safety footwear the employer will provide same free of cost to the employee.
- (b) Employees are required to wear protective clothing/safety footwear so provided.
- (c) Protective clothing is to be returned upon resignation or retirement of an employee.
- (d) Damage to clothing - compensation to the extent of the damage sustained shall be made where, in the course of the work, clothing is damaged or destroyed by fire or molten metal or through the use of corrosive substances.
- (e) The provision of all protective and safety equipment shall be in accordance with the requirements of the Factories, Shops and Offices Act 1965, the Inspection of Machinery Act 1960, the Scaffolding Act 1960, and the Regulations made to each of these Statutes.

13. 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, be entitled upon application being made to, and approved by 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, provided that no payment shall be made in respect of an employee's rostered days off.

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

For the purpose of this clause the words 'wife' and 'husband' shall not include a wife or husband from whom the employee is separated, but shall include a person who lives with the employee as a de facto wife or husband.

14. CONTRACT OF EMPLOYMENT

- (a) Except as hereinafter provided, employment shall be by the week. Any employee not specifically engaged as a casual employee shall be deemed to be employed by the week.

Any employee employed by the week shall, provided he or she is ready, willing and available for work be paid the weekly wage prescribed for a full week's work and in addition thereto such overtime or other penalty rates if any that may have occurred during the relevant period.

(b) Part-time Employment

- (i) An employee may be engaged by the week to work on a part-time basis for a constant number of hours which having regard to the various ways of arranging ordinary hours shall average less than 38 hours per week.
- (ii) An employee so engaged shall be paid per hour one thirty-eighth of the weekly rate prescribed by Clause 8 for the classification in which the employee is engaged.
- (iii) An employee engaged on a part-time basis shall be entitled to payments in respect of annual leave, holidays and sick leave arising under this award on a proportionate basis calculated as follows:

(1) Annual Leave

Subject to the provisions of Clause 9:

- Where the employee has completed twelve months' continuous service - four weeks' leave at the number of ordinary hours which would otherwise have been worked during the period of leave.
- Where the employee is entitled to pro rata leave on termination or at a close down in accordance with this award the employee shall receive 2.923 hours paid at the appropriate rate of wage for each 38 ordinary hours worked.

(2) Holidays

Where the normal paid hours fall on a holiday and work is not performed by the employee, such employee shall not lose pay for the day.

Where the employee works on the holiday, such employee shall be paid in accordance with Clause 16 of this award.

(3) Sick Leave

For each year of service with the employer the employee shall not be entitled to leave in excess of an amount calculated as follows:

Average number of hours
worked in each week x 8

(4) Compassionate Leave

Where a part-time employee would normally work on any or all of the three working days following the death of a close relative which would entitle an employee on weekly hiring to compassionate leave in accordance with Clause 13 of this award, the employee shall be entitled to be absent on compassionate leave on any or all of those three working days without loss of pay for the day or days concerned.

(5) Overtime

A part-time employee who works in excess of the hours fixed under the contract of employment shall be paid overtime in accordance with Clause 23 of this award.

(c) Employment shall be terminated by a week's notice on either side given at any time during the week or by the payment or forfeiture of a week's wages, as the case may be. This shall not affect the right of the employer to dismiss any employee without notice for malingering, inefficiency, neglect of duty or misconduct, and in such cases the wages shall be paid up to the time of dismissal only or to deduct payment for any day the employee cannot be usefully employed because of any strike, or through any breakdown in machinery or any stoppage of work, by any cause for which the employer cannot be reasonably held responsible.

(d) Any employee not attending for duty shall, except as provided by Clause 29 - Sick Leave, lose pay for the actual time of such non- attendance.

(e) Casual Employment

A casual employee, for working ordinary time, shall be paid 20% above the equivalent hourly rate of the weekly rate prescribed by this award for the work which he or she performs.

(f) Late Comers

Notwithstanding anything elsewhere contained in this award the employer may select and utilise for time-keeping purposes, any fractional or decimal proportion of an hour (not exceeding a quarter of an hour) and may apply such proportion in the calculation of the working time of employees who, without reasonable cause promptly communicated to the employer, report for duty after their appointed starting times or cease duty before their appointed finishing times.

The employer shall apply the same proportion for the calculation of overtime.

(g) Abandonment of Employment

(i) The absence of an employee from work for a continuous period exceeding three working days without the consent of the employer and without

notification to the employer shall be prima facie evidence that the employee has abandoned employment.

- (ii) **PROVIDED** that if within a period of fourteen days from the employee's last attendance at work or the date of his or her last absence in respect of which notification has been given or consent has been granted an employee has not established to the satisfaction of the employer that the employee was absent from reasonable cause, the employee shall be deemed to have abandoned employment.
- (iii) Termination of employment by abandonment in accordance with this subclause shall operate as from the date of the last attendance at work or the last day's absence in respect of which consent was granted, or the date of the last absence in respect of which notification was given to the employer, whichever is the later.

15. GRIEVANCE PROCEDURES

The objectives of this procedure are to promote the resolution of grievances and disputes by measures based on consultation, co-operation and discussion; to reduce the level of industrial disputation; and to avoid interruption to the performance of work and the consequential loss of service to the community and of wages.

- (a) In the first instance, the employee(s) and/or union(s) shall attempt to resolve the grievance or dispute with the immediate supervisor. The local union representative(s) shall be present if desired by either party.
- (b) If the grievance or dispute is not settled at that stage, the matter shall be referred to the site, plant or depot manager. The local union representative shall be present if desired by either party.
- (c) If the grievance or dispute remains unresolved, the matter shall be referred to senior management and the state secretary of the union(s).
- (d) It is agreed that steps (a) to (c) shall take place within seven days.
- (e) If the grievance or dispute remains unresolved, the matter shall be referred to the Tasmanian Industrial Commission for decision, which shall be accepted by all parties as settlement of the grievance or dispute.
- (f) Except as to bona fide health and safety issues and until the grievance is ultimately resolved through any or all of the steps (a) to (e), work shall continue normally in accordance with the custom and practice existing before the grievance or dispute arose.

No party shall be prejudiced as to the final settlement of a grievance or dispute by the continuation of normal work as above.

16. HOLIDAY AND SUNDAY WORK

- (a) Employees required to work on the holidays prescribed in Clause 17 - Holidays with Pay shall be paid at the rate of double time and one half with a minimum payment as for 4 hours' work, such double time and one half to continue until the employee is relieved from duty.
- (b) An employee required to work on Sundays shall be paid at the rate of double time with a minimum payment as for 4 hours' work, such double time to continue until the employee is relieved from duty.
- (c) If any employee is dismissed within 14 days before any of the holidays mentioned in Clause 17 hereof and is re-engaged within 14 days after any of the said holidays, the employee shall be deemed to have been dismissed for the purpose of evading payment for such holidays and any payment so evaded shall be due and payable to the employee.

17. HOLIDAYS WITH PAY

- (a) 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 in Clause 7), Recreation Day (where Hobart Regatta Day is not observed), Christmas Day and Boxing Day.
- (b) Payment for the holidays mentioned in subclause (a) which are taken and not worked shall be at the normal rate of pay which would have applied to the employee concerned, when, if it were not for such holiday, the employee had been at work.
- (c) Payment to an employee for work performed on holidays mentioned in subclause (a) shall be at the rates prescribed elsewhere in this award.

18. HOURS OF WORK

- (a) The ordinary hours of work for day workers shall be an average of 38 per week to be worked on one of the following bases: -
 - (i) 38 hours within a work cycle not exceeding seven consecutive days; or
 - (ii) 76 hours within a work cycle not exceeding fourteen consecutive days; or
 - (iii) 114 hours within a work cycle not exceeding twenty-one consecutive days; or

- (iv) 152 hours within a work cycle not exceeding twenty-eight consecutive days.
- (b) The ordinary hours of work prescribed herein may be worked on any day or all of the days of the week, Monday to Friday.
- (c) The ordinary hours of work prescribed herein shall not exceed 8 hours on any day.
- (d) The ordinary hours of work prescribed herein shall be worked continuously, except for meal breaks, at the discretion of the employer between 8.00 a.m. and 5.30 p.m. Provided that the spread of hours may be altered as to all or a section of the employees by mutual agreement between the employer and the employees.
- (e) The ordinary working hours shall be worked as a 19-day four consecutive week cycle of eight hours each Monday to Friday with a working day off in each cycle which will be taken on the days specified in the schedule to this clause. The first cycle shall be deemed to have commenced on 1 December 1982.

PROVIDED that for the purpose of this award a reference to the day off pursuant to paragraph (iv) hereof shall be read as also referring to a day off pursuant to the first paragraph of this subclause.

PROVIDED that where the employer and the majority of the employees concerned agree, the method of implementation of the 38-hour week may in lieu of the above, be any one of the following:

- (i) by employees working less than 8 ordinary hours each day; or
 - (ii) by employees working less than 8 ordinary hours on one or more days in each week; or
 - (iii) by employees working less than 8 ordinary hours on one or more days in each fortnight; or
 - (iv) by fixing one week day on which all employees will be off during a particular work cycle; or
 - (v) by rostering employees off on various days of the week during a particular work cycle so that each employee has one day off during that cycle.
- (f) Except as provided in paragraph (e)(i) of this clause, in cases where by virtue of the arrangement of the employees ordinary working hours, an employee, in accordance with subclauses (e)(iv) and (e)(v), is entitled to a day off during their work cycle, such employee shall be advised by the employer at least 4 weeks in advance of the weekday the employee is to take off.
 - (g) Where an employee's ordinary hours are arranged in accordance with subclause (e)(iv) or (e)(v) hereof the weekday taken off shall not coincide with a public

holiday as prescribed in Clause 17 - Holidays with Pay and Clause 16 - Holiday and Sunday Work.

PROVIDED that where a public holiday is prescribed after an employee has been given notice of a weekday off, subclause (d) shall apply.

- (h) (i) The employer may substitute the day an employee is to take off in accordance with subclauses (e)(iv) and (e)(v) for another day and require the employee to work on that day off if such work is necessary to allow other employees to be employed productively or to carry out out-of-hours maintenance 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.

PROVIDED that if a substitute day off is not granted, the employee shall be paid, in addition to the payment for the day off, for work performed in ordinary hours at the rate of time and a half, and for work outside ordinary hours, at the rate of double time.

- (ii) An individual employee with the agreement of the employer, may substitute the day the employee is to take off for another day.
 - (iii) Any substitute day off, referred to in paragraphs (i) and (ii) of this subclause, must be taken either in the current work cycle or in the next succeeding work cycle.
 - (iv) Where an employee, in accordance with subclause (e)(iv) and (e)(v) is entitled to a day off during his or her work cycle and that day off falls on a Public Holiday, as prescribed in Clause 17 - Holidays with Pay and Clause 16 - Holiday and Sunday Work, the next working day shall be substituted as the day off unless an alternative day in that work cycle on the next succeeding work cycle is adopted by agreement in writing between the employer and the employee.
- (i) Programming of Rostered Days Off
 - (i) The employer shall prepare a schedule which where practicable will indicate those days that are to be observed as rostered days off for the ensuing 15 months.
 - (ii) Where practicable rostered days off shall be advanced or retarded, within the cycle, so as to be observed on the day immediately preceding or the day immediately following a holiday/s occurring in the cycle.
- (f) Flexibility in Relation to Rostered Days Off

Notwithstanding any other provisions in this clause, where the hours of work of an establishment, plant or section are organised in accordance with subclause (e)(iii) and (iv) hereof the employer, the union or unions concerned and the majority of

employees in the establishment, plant, section or sections concerned may agree to accrue up to a maximum of five rostered days off in special circumstances such as where there are regular and substantial fluctuations in production requirements in any year.

Where such agreement has been reached the accrued rostered days off must be taken within 12 months and each 12 months thereafter.

It is understood between the parties that the involvement of the union or unions concerned will be necessary in cases where it or they have members in the plants concerned.

19. 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) hereof, 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) The 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) hereof, 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) hereof.

(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) hereof, 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), 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 Entitlements

Provided the aggregate of leave including leave taken pursuant to subclauses (c) and (f) hereof 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) The 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 the 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) hereof, 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) 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 the 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 the 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 the 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.

20. MIXED FUNCTIONS

Employees engaged for more than 2 hours of one day or shift on duties carrying a higher rate than their ordinary classification shall be paid the higher rate for such day or shift. If for less than 2 hours of one day or shift they shall be paid the higher rate for the time so worked.

21. MULTI-STOREY ALLOWANCE

- (a) A multi-storey allowance shall be paid to compensate employees engaged on construction on site for the disabilities experienced in, and which are peculiar to, the construction of multi-storey buildings.
- (b) For the purpose of this award a multi-storey building is a building which, when complete, consists of not less than five storey levels.
- (c) For the purpose of this clause, a storey level means structurally completed floor, walls, pillars or columns, and ceiling (not being false ceilings) of a building, and shall include basement levels and mezzanine or similar levels, (but excluding "half floors" such as toilet blocks or store rooms located between floors.)
- (d) A multi-storey allowance in accordance with the table set out below shall be payable to all employees engaged on construction on-site when one of the following components of the building: structural steel, reinforcing steel, boxing or walls rise above the 4th floor level. Such payments shall be increased to the appropriate amounts as shown in the table when the structural steel, reinforcing steel or walls reach such designated level.
- (e) The commencing point of measurement shall be the lowest main floor level (including basement floor levels but excluding lift wells and shafts of the building).

'Floor level' means that stage of construction which, in the completed building, would constitute the walking surface of the particular floor level referred to in the table payment.

- (f) From the 4th floor level to the 10th floor level - 0.32 cents per hour extra.

From the 11th floor level to the 15th floor level - 0.35 cents per hour extra.

From the 16th floor level to the 20th floor level - 0.46 cents per hour extra.

From the 21st floor level to the 25th floor level - 0.55 cents per hour extra.

From the 26th floor level to the 30th floor level - 0.65 cents per hour extra.

From the 31st floor level to the 40th floor level - 0.72 cents per hour extra.

From the 41st floor level to the 50th floor level - 0.78 cents per hour extra.

From the 51st floor level to the 60th floor level - 0.89 cents per hour extra.

From the 61st floor level onwards - 0.98 cents per hour extra.

- (g) Payment of the allowance shall cease when the walls are completed and the employees are working under cover and the lifts or passenger material hoists are available to employees.

PROVIDED that the exclusion of odd wall panels, sections or windows for the purpose of entrance or exit of materials or the anchoring of cranes, external lifting or scaffolding shall not prevent the walls of a building being defined as completed.

- (h) Service Core

When a service core is scheduled separately and erected as an advanced part of the main structure all employees engaged on the service core shall be paid the appropriate special rate set out in subclause (i) of this clause applicable to the height to which the core has progressed in lieu of the multi-storey allowance prescribed by this subclause. When work on the service core does not proceed for a full day employees shall be paid at the appropriate rate for the actual hours worked, provided that on each and everyday when work on the service core proceeds for at least 8 hours employees engaged on the service core will be paid for a minimum of 8 hours at the appropriate rate irrespective of the hours an individual employee may work on the service core on any day as part of their days work.

- (i) The service core rates shall be:

where the service core exceeds 15 metres in height - 0.35 cents per hour with 0.35 cents per hour additional for work above each further 15 metres. Provided that the service core allowance and the multi-storey allowance shall not be cumulative.

22. NOTICE BOARDS

The employer shall, when requested by the accredited representative of the Electrical Trades Union, erect notice boards of reasonable dimensions in a prominent position in his or her establishment upon which accredited representatives shall be permitted to post formal union notices signed or countersigned by the representative posting same.

23. OVERTIME

- (a) For all time worked outside ordinary hours the rates of pay shall be time and a half for the first 2 hours and double time thereafter, such double time to continue until the completion of the overtime work.

Except as provided in this subclause or subclause (b) hereof in computing overtime each day's work shall stand alone.

- (b) Rest Period after Overtime

Where overtime work is necessary it shall wherever reasonably practicable be so arranged that employees have at least 10 consecutive hours off duty between the work of the successive days; providing however that should the period of overtime worked exceed 8 consecutive hours an employee shall, following the completion of such overtime, be entitled to a rest period of consecutive hours at least equal to the number of consecutive overtime hours worked, without loss of pay for ordinary working time occurring during such absences. If, on the instruction of the employer or the employer's representative the employee resumes or continues to work without having had such rest period he or she shall be paid at double rates until released from duty for such period and the employee shall then be entitled to be absent until he or she has had such credit rest period without loss of pay for ordinary time occurring during such absence.

- (c) Call Back

An employee recalled to work overtime after leaving the employer's business premises (whether notified before or after leaving the premises), shall be paid for a minimum of 3 hours work at the appropriate rate for each time the employee is so recalled; providing that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full 3 hours if the job the employee is recalled to perform is completed within a shorter period.

This subclause shall not apply in cases where it is customary for an employee to return to the employer's premises to perform a specific job outside the employee's ordinary working hours, or where the overtime is continuous (subject to a reasonable meal break), with the completion or commencement of ordinary working time.

An employee who is recalled to work shall either be provided with transport by the employer or the employer shall defray the reasonable cost of the employee reporting for work and returning home.

(d) Saturday Work

Employees required to work overtime on a Saturday shall be afforded at least 4 hours work or paid for 4 hours at the appropriate rate except where such overtime is continuous with overtime commenced on the day previous.

(e) Standing By

Subject to any custom now prevailing under which employees are required regularly to hold themselves in readiness for a call back, employees required to hold themselves in readiness to work after ordinary hours shall, until released, be paid standing by time at ordinary rates from the time from which the employee is so to hold themselves in readiness.

(f) Meal Hours - General

For work done during meal hours and thereafter until a meal break is allowed time and a half rates shall be paid. An employee shall not be compelled to work for more than 5 hours without a break for a meal.

(g) Crib Time

An employee working overtime shall be allowed a crib time of 20 minutes without deduction of pay after each 4 hours of overtime worked if the employee continues work after such crib time.

Unless the period of overtime is less than one and a half hours, an employee, before starting overtime after working ordinary hours, shall be allowed a meal break of 20 minutes, which shall be paid for at ordinary rates.

The employer and employees may agree to any variation of this provision to meet the circumstances of the work in hand, provided that the employer shall not be required to make any payment in respect of any time allowed in excess of 20 minutes.

(h) Meal Allowances

Employees required to work overtime for more than 2 hours without being notified on the previous day or earlier that they will be so required to work, shall either be supplied with a meal by the employer or paid \$14.60 for the first meal, \$14.60 for the second meal and \$14.60 for each subsequent meal; but such payment need not be made to employees living in the same locality as their workshops who can reasonably return home for meals.

Unless the employer advises an employee on the previous day or earlier that the amount of overtime to be worked will necessitate the partaking of a second or subsequent meal (as the case may be), the employer shall provide such second and/or subsequent meals or make payment in lieu thereof as above prescribed.

If an employee pursuant to notice, has provided a meal or meals and is not required to work overtime or is required to work less than the amount advised, the employee shall be paid as above prescribed for meals which he or she has provided but which are surplus.

(i) Transport of Employees

Where employees, after having worked overtime or a shift for which they have not been regularly rostered, finish work at a time when reasonable means of transport are not available, the employer shall provide them with a conveyance to their home or pay them their current wage for the time reasonably occupied in reaching their home.

(j) Requirement to Work Reasonable Overtime

The employer may require any employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirement.

(k) The assignment of overtime by the employer to an employee shall be based on specific work requirements; the practice of "one-in, all- in" overtime shall not apply.

24. PAYMENT OF WAGES

- (a) (i) Wages shall be paid weekly in the employer's time. Provided that by mutual agreement between the employer and the union, arrangements may be made for employees to be paid fortnightly.

- (ii) Subject only to the provision of 3 months notice the employer may elect to make payment to employees by means of either:
 - (A) electronic funds transfer;
 - (B) direct deposit; or
 - (C) cheque.

In respect to (A) and/or (B) the payment shall be made into the employee's nominated bank (or other recognised financial institution) account.

- (b) An employee kept waiting for his or her pay on payday shall be paid at overtime rates for the time he or she is kept waiting, except where delay occurs for reasons beyond the employer's control.
- (c) On the first pay day occurring during his or her employment, employees shall be paid whatever wages are due to them up to the completion of work on the previous day. Provided that this subclause shall not apply where there is a practice of allowing advances to employees approximating wages due.
- (d) Upon determination of the employment, wages due to employees shall be paid to them on the day of such determination, or forwarded to them by post on the next working day.
- (e) Employees kept waiting for wages on pay day after the usual time for ceasing work shall be paid at overtime rates for the time they are so kept waiting.
- (f) On or prior to pay day, the employer shall state to each employee, in writing, the amount of wages to which they are entitled, the amount of the deductions made therefrom, and the net amount paid to them.

25. REST PERIODS

There shall be allowed without deduction of pay, a rest period of 10 minutes (from the time of ceasing duty until the time of resuming duty) between the hours of 9.30 a.m. and 11.00 a.m.

26. RIGHT OF ENTRY

The Secretary for Labour may authorise an official of a union (to be named by him), and thereupon such official shall have the right, in accordance with the terms of such authorisation, to enter any place where work is being carried on under this award subject to the following conditions:

- (a) The authorisation shall be in writing signed by the Secretary for Labour.
- (b) The authorisation shall state the time at which the entry is authorised. Such time may be at any reasonable time.
- (c) The purpose of the entry if authorised during working hours shall be confined to interviewing the appointed representatives of the union in the place mentioned in the authorisation, or with the consent of the employer of interviewing any member of the union employed therein; or if authorised during a meal hour or at non-working time of interviewing any employee engaged at the place who is willing to be interviewed.
- (d) **PROVIDED** that:
 - (i) Except during any meal hour, or non-working time, not more than one such official shall be permitted to enter the place in question at one time except by express consent of the employer.
 - (ii) Before entering any such place the official shall produce the authorisation to the employer.
 - (iii) If the employer alleges that an official is unduly interfering with the work of the job or is causing dissatisfaction among the employees thereon or is offensive in his or her manner or is committing a breach of any of the conditions set out in this clause the employer may refuse to allow the official to enter into or remain on the place but the official shall have the right to bring such refusal to the attention of the Secretary for Labour who may either cancel the authorisation or refer the matter to the Tasmanian Industrial Commission.

27. SHIFT WORK

- (a) Definitions

For the purpose of Clause 17 hereof:

'Afternoon shift' means any shift finishing after 6 p.m. and at or before midnight.

'Continuous work' means work carried on with consecutive shifts of employees throughout the 24 hours of each of at least 6 consecutive days without interruption, except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the employer.

'Night shift' means any shift finishing subsequent to midnight and at or before 8 a.m.

'Rostered shift' means a shift of which the employee concerned has had at least 48 hours notice.

(b) Rosters

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

(c) Variation by Agreement

The method of working shifts may, in any case, be varied by agreement between the employer and the accredited representatives of the union of the employees concerned to suit the circumstances of the establishment.

The time of commencing and finishing shifts once having been determined may be varied by agreement between the employer and the accredited representatives of such union to suit the circumstances of the establishment or in the absence of agreement by 7 days notice of alteration given by the employer to the employee.

(d) Shift Allowances

Shift workers whilst on afternoon or night shifts shall be paid 15% more than the ordinary rates of such shifts.

Shift workers on construction work on site, whilst on afternoon or night shifts shall be paid 15% more than the ordinary rates for such shifts.

Shift workers who work on any afternoon or night shift which does not continue for at least 5 successive afternoons or nights shall be paid at the overtime rates prescribed for day workers.

Employees who:

- (i) during a period of engagement on shift, works night shift only; or
- (ii) remains on night shift for a longer period than 4 consecutive weeks; or
- (iii) works on a night shift which does not rotate or alternate with another shift or with day work so as to give them at least one-third of his working time off night shift in each shift cycle, shall, during such engagement, period or cycle, be paid at the rate of time and a quarter for all time worked during ordinary working hours on such night shifts.

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

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

- (ii) if employed on other shiftwork be paid at the rate of time and a half for the first 2 hours and double time thereafter, except in each case when the time worked is:
 - (A) by arrangement between the employees themselves;
 - (B) is due to the fact that the relief man does not come on duty at the proper time; or
 - (C) On a shift to which an employee is transfotred on short notice as an alternative to standing the employee off in circumstances which would entitle the employer to deduct payment for a day in accordance with subclause (b) of Clause 14 - Contract of Employment.

PROVIDED that when not less than 8 hours notice has been given to the employer by the relief employee that he or she will be absent from work and the employee who should be relieved is not relieved, the unrelieved employee shall be paid at the rate of time and a half for the first 2 hours on duty after he or she has finished his or her ordinary shift and at the rate of double time thereafter.

(f) Saturday Work

The minimum rate to be paid to any shift worker for work performed between midnight on Friday and midnight on Saturday shall be time and a half. Such extra rate shall be in substitution for and not cumulative upon the shift premiums prescribed by the first and second paragraphs of subclause (d).

(g) Sundays and Holidays

Shift workers on continuous shifts for work done on a rostered shift the major portion of which is performed on a Sunday or holiday shall be paid at the rate of time and a half.

Shift workers on other than continuous work for all time worked on a Sunday or a holiday shall be paid at the rates prescribed by Clause 16 - Holiday and Sunday Work. When shifts commence between 11 p.m. and midnight on a Sunday or holiday, the time so worked by an employee on a shift commencing before midnight on the day preceding a Sunday or holiday and extending into a Sunday or holiday shall be regarded as time worked on such Sunday or holiday.

28. SHOP STEWARDS

Employees appointed shop stewards in the shop or department in which they are employed shall, upon notification thereof to the employer, be recognised as the accredited representative of the union to which they belong, and they shall be allowed the necessary time during working hours to interview the employer on matters affecting employees whom they represent, provided that if the shop steward so requests it he or she may be accompanied at such interview by another employee.

29. SICK LEAVE

- (a) Employees, other than those engaged as a casual or a part-time, as mentioned in subclause (b) of Clause 24 - Payment of Wages, who are 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) they shall not be entitled to such leave of absence for any period in respect of which they are entitled to workers' compensation;
 - (ii) they shall, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty, and as far as practicable, state the nature of the injury or illness and the estimated duration of the absence. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence the employee shall inform the employer within 24 hours of such absence;
 - (ii) they shall prove to the satisfaction of the employer (or in the event of a dispute, the Tasmanian Industrial Commission) that they were unable on account of such illness or injury to attend for work on the day or days for which the sick leave is claimed;
 - (iv) they 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 of ordinary working time. Sick leave shall be credited on the date of commencement and on each anniversary of that date.
- (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 the employer as paid sick leave shall be credited to the employee and, subject to the conditions hereinbefore prescribed shall be allowed by the employer in a subsequent year without diminution of the sick leave prescribed in respect of that year.

(c) The employer shall not be required to make any payment in respect of accumulated sick leave credits to an employee who is discharged or leaves his or her employment, or for any time an employee is absent from work without producing satisfactory evidence of personal illness.

(d) Sickness on Rostered Day Off

Where an employee is sick or injured on the week day he or she is to take off in accordance with Clause 18 - Hours of Work, the employee shall not be entitled to sick pay nor will his or her sick pay entitlement be reduced as a result of sickness or injury on that day.

30. SPECIAL RATES

In addition to the rates prescribed in Clause 8, the following special rates and allowances shall be paid:

(a) Boiling Down Works

Working in boiling down works - 0.32 cents per hour extra.

(b) Cold Places

Working for more than one hour in places where the temperature is reduced by artificial means below zero degrees Celsius - 0.46 cents per hour extra. Where the work continues for more than 2 hours, employees shall be entitled to a rest period of 20 minutes every 2 hours without loss of pay.

(c) Confined Spaces

Working in confined spaces (as defined) - 0.65 cents per hour extra.

(d) Dirty Work

Work which a foreman and employee shall agree is of an unusually dirty and offensive nature - 0.65 cents per hour extra.

In the case of disagreement between the foreman and the employee, the employee or a shop steward on the employee's behalf shall be entitled, within 48 hours, to ask for a decision on the employee's claim by the employer (unless the time expires on a non-working day, in which case it shall be given during the next working day), or else the said allowance shall be paid.

(e) Explosive Powered Tools

Employees required to use explosive powered tools shall be paid 0.11 cents per hour extra, with a minimum payment of \$1.30 per day.

(f) Hot Places

Working for more than one hour in the shade in places where the temperature is raised by artificial means to between 46.1 degrees and 54.4 degrees Celsius, 0.32 cents per hour extra; in places where the temperature exceeds 54.4 degrees Celsius - 0.65 cents per hour extra with a minimum payment of 30 cents per day. Where work continues for more than 2 hours in temperatures exceeding 54.4 degrees Celsius, employees shall also be entitled to 20 minutes' rest after every 2 hours work without deduction of pay. The temperature shall be decided by the foreman of the work after consulting with the employees who claim the extra rate.

(g) Height Money

Electrical tradesmen and their assistants engaged in the erection, repair and/or maintenance of radar or electrical equipment on masts or ships or other structures at a height of 15.2 metres or more directly above the nearest horizontal place shall be paid at the rate of 0.32 cents per hour extra.

(h) Slag Wool

Employees handling loose slag wool, loose insulwool or other loose material of a like nature used for providing insulation against heat, cold or noise, shall, when so employed on ship construction or ship repairing or on the construction, repair or demolition of furnaces, walls, floors and/or ceilings, be paid 0.65 cents per hour extra.

(i) Slaughtering Yards

Working in slaughtering yards, 0.32 cents per hour extra.

(j) Smoke Boxes, etc.

Working on repairs to smoke boxes or fire boxes of locomotives or on repairs to the smokeboxes, uptake, funnel, flue, furnace or combustion chamber of marine type boilers, or on repairs to smokeboxes, fireboxes, furnaces or flues of other types of boilers, 0.32 cents per hour extra.

PROVIDED that an employee engaged on repairs to oil boilers, including the casings, uptakes, and funnels or flues and smoke stacks, shall, while working inside such boiler, be paid \$1.29 per hour extra.

(k) Underground Mine Work

Electricians working underground in mines or tunnels shall be paid 12% extra.

(l) Wet Places

An employee working in any place where his or her clothing or boots become saturated, whether by water, oil or otherwise shall be paid 0.46 cents per hour extra; provided that this extra rate shall not be payable to an employee who is provided by the employer with suitable and effective protective clothing and/or footwear. And provided further that any employee who becomes entitled to this extra rate shall be paid such extra rate for such part of the day or shift as he or she is required to work in wet clothing or boots.

(m) Special Rates Not Cumulative

Where more than one of the disabilities entitling an employee to extra rates exist on the same job the employer shall be bound to pay only one rate, namely the highest for the disabilities so prevailing.

31. STATE SERVICE ACCUMULATED LEAVE SCHEME

An employee shall be entitled to participate in the State Service Accumulated Leave Scheme under the terms and conditions specified in Appendix 1.

32. TOOLS

- (a) The employer shall provide the employee with all hand, power or special tools necessary for the proper performance of the employee's duties.
- (b) Where the employer does not supply the employee with hand tools the employee shall be paid a tool allowance of \$8.10 per week.

33. TRAVELLING AND BOARD

- (a) Employees who, on any day or from day to day are required to work at a job away from their accustomed workshop or depot shall at the direction of the employer present themselves for work at such job at the usual starting time; but for all time reasonably spent in reaching and returning from such job (in excess of time normally spent in travelling from their home to such workshop or depot and returning) they shall be paid travelling time, and also any fares reasonably incurred in excess of those normally incurred in travelling between their home and such workshop or depot.

Employees who, with the approval of the employer, use their own motor vehicle for travelling to or from outside jobs shall be paid the car allowance prescribed in Clause 11.

(b) An employee -

- (i) engaged in one locality to work in another; or
- (ii) sent from his or her usual locality to another for employment which can reasonably be regarded as permanent,

involving any change of residence shall be paid travelling time whilst necessarily travelling between such localities and for a period not exceeding 3 months' expenses.

(c) An employee sent from his or her usual locality to another (in circumstances other than those prescribed in subclause (b) hereof) and required to remain away from his or her usual place of abode shall be paid travelling time whilst necessarily travelling between such localities, and expenses whilst so absent from his or her usual locality.

(d) The rate of pay for travelling time shall be ordinary rates, except on Saturdays, Sundays and holidays when it shall be at the appropriate penalty rates for those days.

(e) **'Expenses'** for the purposes of this clause means:

- (i) all fares reasonably incurred;
- (ii) reasonable expenses incurred whilst travelling including not less than \$14.60 for each meal taken;
- (iii) an allowance to cover the cost incurred for board and lodging of satisfactory standard per week of 7 days.

(f) A camping allowance of \$4.36 per day for every day, including Sunday, shall be paid to employees engaged on country jobs at places where ordinary board and residence is not obtainable and camping in huts, caravans, etc., of accepted standard is necessary. Provided that where cooked meals are procurable by the employees at a mess established by the employer, the amount of such country allowance shall be \$2.23 per day of every day including Sunday.

(g) Travelling and fares allowance \$4.25 per day. This applies to employees who are required to start and finish on site.



APPENDIX 1

STATE SERVICE ACCUMULATED LEAVE SCHEME

1. TITLE

The scheme is to be known as the State Service Accumulated Leave Scheme (SSALS).

2. SUMMARY OF SCHEME

The SSALS allows Heads of Agency to approve Plans under which participating employees will, by taking a reduction in normal salary for a given period, become entitled at the end of that period to a pre-determined amount of special ("accumulated") leave during which they will be paid salary at the same reduced rate.

3. INTERPRETATION

The conditions and administrative arrangements in the SSALS are to be administered in conjunction with the *Tasmanian State Service Act 1984*, the Tasmanian State Service Regulations 1985, relevant Awards, Industrial Agreements, Administrative Instructions and Employment Instructions.

'accumulated leave' means the period of time that is accumulated under the Plan as leave during a work period.

'leave period' means the period specified in a Plan when a participating employee is absent from work on accumulated leave.

'normal salary' means the salary that would be paid to a participating employee if that person was not participating in a Plan and includes salary expressed as an annual rate, fortnightly rate, weekly rate, daily rate or hourly rate. It includes all allowances that are paid as an annual rate, fortnightly rate, weekly rate, daily rate or hourly rate but not overtime payments and shift work penalty rates unless they are paid as a component of an annualised rate.

'operational requirements' means the need to ensure that the Agency is to be operated as effectively, efficiently and economically as possible.

'participating employee' means an employee whose election to participate in a Plan has been approved by their Head of Agency.

'Plan' means an arrangement in the SSALS consisting of a specified work period followed by a specified leave period.

'work period' means the period specified in a Plan when an employee is at work.

4. PLANS

The SSALS consists of arrangements known as Plans. For example:

Work Period	Percentage of Normal Salary payable during the period of the Plan	Leave Period
Four Years	80% "The Four over Five Year Plan"	One Year
Three Years	75% "The Three over Four Year Plan"	One Year
Twenty Months	83.3% "The 20 over 24 Month Plan"	Four Months
Eighteen Months	75% "The 18 over 24 Month Plan"	Six Months
Forty Eight Weeks	92.3% "The 48 over 52 Week Plan"	Four Weeks
Forty Weeks	76.9% "The 40 over 52 Week Plan"	Twelve Weeks

(Other Plan) "A"	$A+B \times \frac{A}{100} = \dots\%$ (to one decimal place)	(Other Plan) "B"
..... <i>Years</i> <i>Months</i> <i>Weeks</i>	<i>Year</i> "The.... over..... <i>Month</i> Plan" <i>Week</i> <i>Year</i> <i>Months</i> <i>Weeks</i>

5. APPLICATION OF SSALS

- 5.1 The Head of an Agency, after considering the operational requirements of the Agency, determines whether any Plan or Plans are to be available to employees in the Agency.
- 5.2 A Head of an Agency may make any Plan or Plans available to employees in that Agency or an employee or employees can request the Head of Agency that a Plan be made available to them.

- 5.3 A Plan may be made available to any permanent employee (full or part-time) including an employee who works shifts. A Plan may be made available to any temporary employee the term of whose contract of employment is sufficient to cover the period of the plan.
- 5.4 The Head of Agency determines:
- whether one or more Plans will be made available to all or only some of the employees;
 - whether particular Plans will be made available to particular categories of employees;
 - whether quotas will apply to the number of employees who may participate in a Plan, and whether quotas will apply to any category of employees;
 - the selection arrangements where quotas are imposed; and
 - the commencement date of any Plan.
- 5.5 Where an employee participating in a Plan is promoted, transferred, seconded or otherwise moved either into another Agency or within their own Agency the Head of the Agency in which the employee is thereafter employed will, after consultation with the employee and taking into account the operational requirements of the Agency, determine whether or not the employee is able to continue on their Plan.
- 5.6 If the Head of Agency determines under clause 5.5 that the employee is not able to continue on their Plan, the Head of Agency may forthwith terminate the employee's Plan whereupon the employee becomes entitled to a period of accumulated leave which bears the same proportion to the total leave period of the Plan as the period worked under the Plan bears to the total work period, to be remunerated at the percentage of normal salary payable during the period of the Plan. The employee may apply to the Head of Agency at any time to take that leave, and it shall be granted as soon as can be, consistent with the operational requirements of the Agency.

6. HOW TO PARTICIPATE IN SSALS

- 6.1 Where the Head of an Agency offers a Plan to an employee the employee may elect to participate in the Plan by lodging an election in writing with the Head of Agency in any form which the Head of Agency may approve.
- 6.2 The Head of the Agency may accept or reject an election to participate made in accordance with clause 6.1.
- 6.3 The Head of Agency will notify the employee in writing if the employee's election has been disapproved.

- 6.4 Where the employee's election is approved, the Head of Agency will endorse approval on the form of election which was lodged by the employee, and will provide the employee with a copy of that endorsed form.
- 6.5 An employee's election under clause 6.1 does not entitle the employee to participate in a Plan until it is approved by the Head of Agency in accordance with clause 6.4.
- 6.6 A participating employee wishing to withdraw from a Plan must apply in writing to their Head of Agency who may refuse the application if he or she considers such refusal to be reasonably required to meet the operational requirements of the Agency.

7. CONDITIONS AND ADMINISTRATIVE ARRANGEMENTS

7.1 Work Period to be completed prior to Period of Leave

The work period specified in a Plan must be completed before a participating employee can commence the leave period specified in that Plan.

7.2 Suspension of Plan

The Head of Agency on the application of the employee or otherwise can in writing suspend a Plan.

In deciding to suspend a plan, either on application of the employee or otherwise, the Head of Agency will take into account the employee's circumstances and response to any proposal to suspend, and what is reasonably required to meet the operational requirements of the Agency. Suspension may occur either during the work period or the leave period of the Plan, and will be for such period as may be specified by the Head of Agency in the instrument by which the Plan is suspended.

Where the total period of the Plan comprises five years or more (for example a four over five plan) the Plan may only be suspended with the agreement of the employee.

An employee is entitled to compensation for reasonable expenses incurred by the employee, but not otherwise recoverable, as a result of the Head of Agency's decision to suspend the plan otherwise than on the application of the employee.

7.3 Accumulated Leave

Accumulated leave is to be managed in accordance with any legislative requirements and with any guidelines which may be issued by the relevant Head of Agency which are not inconsistent with the SSALS.

A record is to be kept to show at all times the exact amount of the accumulated leave for each participating employee.

On withdrawal from a Plan, the accumulated leave is to be taken immediately or either wholly or in part at a later time approved by the Head of Agency, at the percentage of normal salary payable during the period of the Plan. It is not to be paid out unless the participating employee's employment ends.

Where a participating employee moves to another Agency the exact amount of the accumulated leave and salary for that employee is to be transferred to that Agency not later than twenty working days after the date of movement.

7.4 Payment during the Leave Period

During the leave period the participating employee will receive salary at the percentage of normal salary payable during the period of the Plan. Normal employment conditions will apply as if the employee was on annual leave. An employee may, on request, receive a lump sum payment in either one or two instalments.

7.5 Salary Increments

Salary increments will accrue throughout the period of a Plan.

7.6 Superannuation

Superannuation contributions are to be paid throughout the period of a Plan and in accordance with the rate of salary applicable under the Plan.

It is the responsibility of a participating employee to obtain any personal superannuation advice from the Retirement Benefits Fund Board or from the employee's own adviser(s).

A participating employee's superannuation contributions (where the employee is a contributor to a superannuation scheme other than Retirement Benefits Fund) and entitlements depends upon the employment arrangements for that employee.

An Agency's superannuation responsibilities and financial obligations for participating employees depends upon the nature of the employment arrangements for each participating employee.

7.7 Other Compulsory Deductions from Pay

Compulsory deductions from pay will be made throughout the period of a Plan.

("Compulsory deductions" include garnishees, salary attachments, court orders, etc.)

7.8 Voluntary Deductions from Pay

Voluntary deductions from pay (including life insurance premiums, private health fund premiums, union membership fees, etc) made by the Agency at the request of an employee will continue throughout the period of the Plan.

7.9 Administrative Records

An Agency administering a Plan must maintain proper separate records of accruals based upon that Plan.

7.10 Recreation Leave

Recreation leave entitlements accrue throughout the period of the Plan and will be taken otherwise than during the leave period of a Plan at the percentage of normal salary payable during the period of the Plan. Whenever taken, entitlements will be deducted from credits in the normal manner.

7.11 Sick Leave

Sick leave entitlements taken during the period of a Plan will be taken at the rate of salary applicable under the Plan and will be deducted from credits in the normal manner.

Sick leave entitlements will accrue throughout the period of the Plan and access to those entitlements will be in accordance with the Tasmanian State Service Regulations and any relevant Award provisions.

7.12 Maternity Leave and Adoption Leave

Where a participating employee is absent on maternity leave or adoption leave, either within the work period of a Plan or during the leave period, the employee's participation in the Plan is not affected by that maternity or adoption leave. Salary arrangements established by the Plan apply during maternity or adoption leave.

7.13 Other Leave

Payment of all other leave entitlements (including leave on account of special circumstances, bereavement leave, leave of absence with or without pay, Defence Force leave, leave for jury service, leave in lieu of overtime, etc) taken during the currency of a Plan will be at the rate of salary applicable under the Plan. Such entitlements will when taken be deducted from credits in the normal manner, and are to be taken otherwise than during the leave period of a Plan.

7.14 Long Service Leave

Long service leave is provided for in the *Long Service Leave (State Employees) Act 1994*.

Long service leave entitlements accrue throughout the work period of a Plan. The leave period is not to be regarded as a period of employment in calculating length

of employment for the purposes of the Act, but is not to be taken as interrupting the continuous employment of a participating employee. Long Service leave entitlements are to be taken otherwise than during the leave period of a Plan.

Where a participating employee is absent on long service leave in the work period of a Plan the employee's participation in the Plan is not postponed for the duration of that long service leave, and salary is to be paid at the rate of salary applicable under the Plan.

7.15 State Service Holidays (Public Holidays)

The leave period of a Plan is to be extended by the number of State Service holidays (public holidays) falling within it.

7.16 Workers Compensation

A Plan is to be suspended during any period of incapacity for which the worker is entitled to compensation under the provisions of the *Workers Rehabilitation and Compensation Act 1988*, effective from the day before the commencement of the period of incapacity and terminating upon the last day of the incapacity. Upon suspension of a Plan in accordance with this provision, the employee reverts to normal salary entitlement.

7.17 Employment during Period of Leave

A participating employee shall not be employed elsewhere in the Tasmanian State Service during the leave period of a Plan.

Where a participating employee wishes to undertake employment outside the Tasmanian State Service during the leave period of a Plan, the employee is required to comply with the provisions of Section 79 of the *Tasmanian State Service Act 1984*.

7.18 Cessation of Employment

Where a participating employee ceases to be employed in the Tasmanian State Service, the Plan will thereupon terminate and the Head of the Agency will pay in one lump sum to that former employee, or to that person's estate, the exact amount of that former participating employee's accumulated leave entitlement less the prescribed income tax and any other compulsory deductions not later than twenty working days after termination.