

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

BUTTER AND CHEESEMAKERS AWARD

ORDER BY CONSENT -

No. 1 of 2008

(Consolidated)

AMEND THE **BUTTER AND CHEESEMAKERS AWARD** BY DELETING ALL CLAUSES CONTAINED THEREIN AND INSERTING IN LIEU THEREOF THE FOLLOWING; AND THE AWARD IS CONSOLIDATED:

PART I - APPLICATION AND OPERATION OF THE AWARD

1. TITLE

This award shall be known as the "Butter and Cheesemakers Award".

2. INDEX

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3. SCOPE

This award is established in respect of the industry of a manufacturer of:

- (a) Butter;
- (b) Cheese;
- (c) Casein; or
- (d) Powdered Milk

4. DATE OF OPERATION

This award shall come into operation on and from the first full pay period to commence on or after 1 August 2008.

5. AWARD INTEREST

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

- (a) The following employee Organisation has an interest in this award pursuant to Section 63(10) of the *Industrial Relations Act 1984*:
 - (i) The Australian Municipal, Administrative, Clerical and Services Union;
 - (ii) The Australian Workers' Union Tasmania Branch;
 - (iii) The National Union of Workers (Central Branch);
 - (iv) The Transport Workers' Union of Australia, (Victoria/Tasmanian Branch).
- (b) The following employer Organisation has an interest in this award pursuant to Section 63(10) of the *Industrial Relations Act 1984*

The Tasmanian Farmers and Graziers Employers Association;
- (c) The following Organisation is deemed to have an interest in this award pursuant to Section 62(2) of the *Industrial Relations Act 1984*:

The Tasmanian Chamber of Commerce and Industry Limited.
- (d) The following Organisation is deemed to have an interest in this award pursuant to Section 62(3) of the *Industrial Relations Act 1984*:

The Tasmanian Trades and Labor Council.

6. SUPERSESSION

This award incorporates and supersedes the Butter and Cheesemakers Award No. 1 of 2007 (Consolidated).

7. GENERAL DEFINITIONS

'Leading hand' means any adult employee appointed as a leading hand by an employer, who while working under direction of the management, gives instructions to or is responsible for the work of other employees.

'Maker's capacity' shall mean the capacity attributed to the vehicle by the seller or maker thereof except in cases where on any day the maximum weight of any load exceeds such capacity by one-third or more thereof, in which cases such maximum load shall, for the purposes of assessing the wages to be paid for that day, be deemed to be the Maker's capacity.

'Shift worker' shall mean an employee who is rostered to work continuous periods on shifts outside of the hours prescribed in Part V – HOURS OF WORK, PENALTY PAYMENTS AND OVERTIME Clause 2 - Implementation of 38 Hour Week, subclause (a) of this award or, whose hours of work alternate from one shift to another.

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

'Union' means a registered organisation of employees listed in Part I – APPLICATION AND OPERATION OF THE AWARD, Clause 5 - Award Interest of this award.

PART II - EMPLOYMENT RELATIONSHIP AND ASSOCIATED MATTERS

1. EMPLOYMENT CATEGORIES

- (a) Casual employees, i.e., employees who are employed for any period not exceeding five days at any one time and whose employment is of an irregular casual nature, shall be paid twenty per cent in addition to the rates herein prescribed in lieu of annual leave, personal leave and holidays with pay.
- (b) Weekly Employment

Except as otherwise provided in this award, employment shall be by the week. Any Employee not specifically engaged as a casual or intermittent employee shall be deemed to be employed by the week.

2. INTERMITTENT WORK

- (a) Employees who are employed for less than the number of hours fixed for an ordinary week's work who work between midnight Sunday and midnight the following Saturday shall be paid as follows:
 - (i) for each hour worked up to one half of the number of hours fixed for an ordinary week's work, at the ordinary wage rate with an addition of thirty three percent.
 - (ii) for each hour worked beyond the hours referred to in subclause (a) at the ordinary wage rate up to but not exceeding the ordinary wage rate for an ordinary weeks work.
- (b) An intermittent employee shall be ready, available and willing to work.

3. TERMINATION OF EMPLOYMENT

Employment shall be terminated by one week's notice or, in the case of a casual employee by one hour's notice or; by the payment or forfeiture of one week's wages or, in the case of a casual, one hour's wages, as the case may be, but shall not affect the right of an employer to dismiss an employee without notice for misconduct or neglect of duty, in which case wages shall be payable up to the time of dismissal only.

PART III - WAGES AND RELATED MATTERS

1. WAGE RATES

(a) Adult Employees

An employee appointed or promoted to a position within a level prescribed by this award shall be paid at the weekly wage rate determined for that level by reference to the relevant classification standards as set out in the Classification Descriptors of this part.

PROCESSING AND TRANSPORT EMPLOYEES

Wage Group - Level	Base Rate Relativity %	Base Rate \$	Safety Net Adjustment \$	Weekly Wage Rate \$
Level 1 - Processing Employee Grade 1	78	325.40	220.70	546.10
Level 2 - Processing Employee Grade 2	82	342.10	220.70	562.80
Level 3 - Processing Employee Grade 3 or Transport Employee Grade 1	92.4	385.50	220.70	606.20
Level 4 - Transport Employee Grade 2	96.2	401.30	220.70	622.00
Level 5 - Processing Tradesperson or Equivalent or - Transport Employee Grade 3	100	417.20	222.70	639.90

CLERICAL AND ADMINISTRATIVE EMPLOYEES

	Base Rate Relativity	Base Rate	Safety Net Adjustmen t	Weekly Wage Rate
Adult entry	%	\$	\$	\$
First 6 months service	80	333.80	220.70	554.50
Second 6 months service	85	354.60	220.70	575.30
Grade 1 A First 12 months	87	363.00	220.70	583.70
Grade 1 B after 12 months' service	90	375.50	220.70	596.20
Grade 2 A First 12 months	92	383.80	220.70	604.50
Grade 2 B after 12 months' service	95	396.30	220.70	617.00
Grade 3 A First 12 months	97	404.70	220.70	625.40
Grade 3 B after 12 months' service	100	417.20	222.70	639.90
Grade 4	105	438.10	222.70	660.80
Grade 5	110	458.90	222.70	681.60
Grade 6	115	479.80	220.70	700.50
Grade 7	120	500.60	220.70	721.30

(b) Minimum Wage

(i) Minimum Wage

No employee shall be paid less than the minimum wage.

(ii) Amount of Adult Minimum Wage

- (1) The minimum wage for full-time adult employees not covered by Part III – WAGES AND RELATED MATTERS Clause 3 Supported Wage System is \$546.10 per week.
- (2) Adults employed under a supported wage system clause shall continue to be entitled to receive the wage rate determined under that clause. Provided that such employees shall not be paid less than the amount determined by applying the percentage in the supported wage system clause applicable to the employee concerned to the amount of the minimum wage specified in subclause (ii)(1).
- (3) Adults employed as part-time or casual employees shall continue to be entitled to receive the wage rate determined under the casual and part-time clauses of the award. Provided that such employees shall not be paid less than pro rata the minimum wage specified in subclause (ii)(i) according to the number of hours worked.

(iii) How the Minimum Wage Applies to Juniors

- (1) The wage rates provided for juniors by this award continue to apply unless the amount determined under subclause (iii)(2) is greater.
 - (2) The minimum wage for an employee to whom a junior rate of pay applies is determined by applying the percentage in the junior wage rates clause applicable to the employee concerned to the relevant amount in subclause (ii)(1).
- (iv) Application of Minimum Wage to Certain Employees

Due to existing applicable award wage rates being greater than the relevant proportionate minimum wage, this clause will not apply to employees falling within the scope of the National Training Wage (Tasmanian Private Sector) Award and Trainees undertaking an apprenticeship.

- (v) Application of Minimum Wage to Award Rates Calculation

The Minimum Wage:

- (1) applies to all work in ordinary hours;
- (2) applies to the calculation of overtime and all other penalty rates, superannuation, payments during personal leave, long service leave and annual leave, and for all other purposes of this award; and
- (2) is inclusive of the arbitrated safety net adjustment provided by the July 2008 State Wage Case Decision (T13142 of 2008) and all previous safety net and state wage case adjustments.

2. CLASSIFICATION DESCRIPTORS

PRODUCTION AND TRANSPORT EMPLOYEES

LEVEL 1

PRODUCTION EMPLOYEE GRADE 1 (WAGE RELATIVITY TO LEVEL 5 IS 78%)

- (a) An employee at this level works under direct supervision, performs routine duties and receives detailed instructions. No experience necessary.
- (b) Points of entry

New employee.
Existing employees performing work within this grade.
- (c) Skills/duties

Undertakes duties in a safe manner.
Works in a team environment.
Exercises minimal judgement.
Responsible for the quality of their own work within the scope of this grade.
Performs basic recording functions.

(d) Promotional criteria

An employee remains at this level until they are capable of effectively performing (through appropriate training certification) the tasks required of this function so as to enable them to progress to the next level as a position becomes available.

(e) Indicative Tasks

This is the basic level of the classification structure and without limiting the range of tasks performed they may include, stacker and packer and process worker (general hand), assistant operators.

LEVEL 2

PROCESSING EMPLOYEE GRADE 2
(WAGE RELATIVITY TO LEVEL 5 IS 82%)

(a) An employee appointed to this grade works under general supervision and undertakes a range of simple tasks which involve an increased level of skill from Level 1 and works within established routines, methods and procedures.

(b) Points of entry

Process Employee Grade 1.

Proven and demonstrated skills (including certification as appropriate) to the level required of this level.

(c) Skills/duties Level 2 (Base Grade)

Duties require proficiency in a range of specialised tasks or duties.
Limited discretionary powers.
Required to operate/control at least one piece of basic equipment which may include dismantling/reassembling knowledge.
Collect samples, apply simple identification techniques.
Ability to measure basic quantity levels.
Successful completion of new starter training.
Simple keyboard recording skills within the scope of this grade.
Responsible for quality of their own work within the scope of this grade.
Competent with mechanical, electrical or power driven handling and lifting device operations.

(d) Promotional criteria

An employee remains at this level until they are capable of effectively performing (through appropriate training certification) the tasks required of this function so as to enable them to progress to the next level as a position becomes available.

(e) Indicative Tasks

In this level of the classification structure and without limiting the range of tasks performed they may include, weighing machine, vacuum wrapping machine.

LEVEL 3

PROCESSING EMPLOYEE GRADE 3

(WAGE RELATIVITY TO LEVEL 5 IS 92.4%)

(a) An employee appointed to this grade undertakes a more specialist function involving responsibility and accountability to the enterprise.

(b) Points/duties

Process Employee Grade 3.

Proven and demonstrated skills (including certification as appropriate) to the level required of this level.

(c) Skills/duties

Total process control for an area emphasising responsibility and accountability.

May induct and instruct new staff.

Responsible for quality control.

Ensures production specification are met.

Responsible for housekeeping practices for immediate work area.

May plan activities of work group to ensure production targets are met.

May be responsible to operate computerised process control.

Operation of Refrigeration Compressors or one or more boilers

(d) Promotional criteria

An employee remains at this level until they are capable of effectively performing (through appropriate training or certification) the tasks required of this function so as to enable them to progress to the next level as a position becomes available..

(e) Maximum rate

An employee at this level will be required in addition to acquiring the skills of this grade to have satisfactorily completed the Certificate in Dairy Technology or any equivalent certificate.

(f) Indicative Tasks

This is the basic level of the classification structure and without limiting the range of tasks performed they may include, Evaporator, Pasteuriser, Separator, Spray Drying, Casein Maker, Roller Dyer, Starter Maker, Assistant Cheesemaker, Cutter Head, Mill and Salter.

TRANSPORT EMPLOYEE GRADE 1
(WAGE RELATIVITY TO LEVEL 5 IS 92.4%)

Employees in this grade perform duties to the level of their training for this grade including appropriate certification.

Indicative of the tasks which an employee in this grade may perform are the following:

Motor Drivers assistant
Loader

LEVEL 4

TRANSPORT EMPLOYEE GRADE 2
(WAGE RELATIVITY TO LEVEL 5 IS 96.2%)

Employees in this grade perform work above and beyond the skills of a Transport Employee Grade and to the level of their training for this grade including appropriate certification.

Indicative of the tasks which an employee in this grade may perform are the following:

Driver Tow Motor
Leading Loader
Driving a vehicle including a Motor Cycle not exceeding 4.5 tonnes Gross Vehicle Mass (GVM)

LEVEL 5

PROCESSING TRADESPERSON OR EQUIVALENT
(WAGE RELATIVITY TO LEVEL 5 IS 100%)

(a) An employee who has proven and demonstrated skills (including as appropriate certification) to the level required of this level.

(b) Points of entry

Process Employee Grade 4
Proven and demonstrate skills (including certification as appropriate) to the level required of this level.

(c) Skills/duties

May be required to supervise.
May implement quality control techniques and procedures.
Highly developed level of interpersonal and communication skills.
Exercise discretion within the scope of this grade.
Exercise skills attained through the successful completion of an appropriate certification.
Planning activities of work group to ensure product targets are met.
Must be proficient in two or more major production units.
Increased level of knowledge in specialist area.
Records appropriate information to production process.
Responsible for planning own work on a daily basis.
Can carry out Quality Control tests.
May operate and control several pieces of equipment.
Must have sound knowledge of product specifications.
Make decisions with predetermined guidelines to ensure that product meets the specifications.

TRANSPORT EMPLOYEE LEVEL 3
(WAGE RELATIVITY IS 100%)

Employees in this grade perform work above and beyond the skills of a Transport Employee Grade 2 and to the level of their training for this grade including appropriate certification.

Indicative of the tasks which an employee in this grade may perform are the following:

Driving forklift up to and including 5 tonnes lifting capacity
Driving a 2 axle rigid vehicle exceeding 4.5 tonnes

CLERICAL AND ADMINISTRATIVE EMPLOYEES

CLERICAL AND ADMINISTRATIVE EMPLOYEE GRADE 1

GRADING

Employees shall be classified at this grade where they are required to meet the "General Requirements" described below and required to exercise any one or more of the "Skill Requirements" described below.

GENERAL REQUIREMENTS

Employees in this grade perform, and are accountable for clerical and office tasks, as directed, within the skill levels set out. They work within established routines, methods and procedures. Supervision is direct.

Employees in this grade shall be able to acquire and apply a limited knowledge of office procedures and requirements.

SKILL REQUIREMENTS

Technical Skills

Machine Operation

Employees at this level are able to operate telephone/ intercom systems, telephone answering machines, facsimile machines, photocopiers, franking machines and guillotines, provide basic telephone advice to customers and clients and take and redirect telephone calls and messages.

Information Handling Skills

Employees at this level are able to receive, sort, open and distribute incoming mail, process outgoing mail, receive incoming and dispatch outgoing courier mail, deliver messages and documents to appropriate persons and locations, prepare and collate documents and sort and file documents/ records accurately in correct location/sequence using an established paper-based filing system.

CLERICAL AND ADMINISTRATIVE EMPLOYEE GRADE 2

GRADING

Employees shall be classified at this grade where they are required to meet the "General Requirements" described below and required to exercise any one or more of the "Skill Requirements" described below.

GENERAL REQUIREMENTS

Employees in this grade perform tasks using a more extensive range of skills and knowledge at a level higher than required in Grade 1. They are responsible and accountable for their own work which is performed within established routines, methods and procedures. Supervision is routine.

Employees in this grade are able to acquire and apply a working knowledge of office or sectional operating procedures and requirements; acquire and apply a working knowledge of the organisation's structure and personnel in order to deal with enquiries at first instance, locate appropriate staff in different sections, relay internal information, respond to or redirect enquiries and greet visitors.

SKILL REQUIREMENTS

Technical Skills

Employees at this grade shall be capable of exercising all skills set out below.

Machine Operation

Employees at this level are able to operate adding machines, switchboard, paging system, telex machine, typewriter and calculator.

Computer Operation

Employees at this level are able to use knowledge of keyboard and function keys to enter and retrieve data through computer terminal. Employees are able to use basic email functions to send, open and forward email messages.

Keyboard Operation

Employees at this level are able to type at 25 words per minute with 98 percent accuracy. Utilise basic word processing skills.

Information Handling Skills

Employees at this level are able to maintain a mail register and records; maintain established paper-based filing/ records systems in accordance with set procedures including creating and indexing new files, distributing files within the organisation as requested and monitor file locations; transcribe information into records, complete forms, take telephone messages.

Business/Financial Skills

Employees at this level are able to keep appropriate records; prepare and record petty cash transactions; undertake bank transactions (deposits and withdrawals).

CLERICAL AND ADMINISTRATIVE EMPLOYEE GRADE 3

GRADING

Employees shall be classified at this grade where they are required to meet the "General Requirements" described below and required to exercise any one or more of the "Skill Requirements" described below.

Employees holding a relevant Certificate III or accredited equivalent who are required to use skills and perform tasks within the range of Grade 3, shall be classified at this grade.

GENERAL REQUIREMENTS

Employees in this grade perform tasks using a more extensive range of skills and knowledge at a level higher than required in Grade 2. They are responsible and accountable for their own work which is performed within established guidelines. They exercise limited discretion within the range of their skill and knowledge. Supervision is general.

They must be able to acquire a working knowledge of the organisation's products/services, functions, locations and clients, and respond to, and act upon most internal/external enquiries in their own function area.

SKILL REQUIREMENTS

Technical Skills

Employees at this grade shall be capable of exercising all skills set out below.

Machine Operation

Employees at this level are able to operate computerised radio telephone equipment, micro/personal computer, printing devices attached to a personal computer, dictaphone equipment and typewriters.

Keyboard Operation

Employees at this level are able to produce documents and correspondence using knowledge of standard formats, touch type at 40 words per minute with 98 per cent accuracy and audio type.

Computer Operation

Employees at this level are able to use at least one software application package developed for a micro-personal computer to create a database file structure or a spreadsheet/worksheet or a graphic, or an accounting/payroll or industry specific file following standard procedures and using existing models/fields of information; or use a central computer resource to an equivalent standard.

Word Processing

Employees at this level are able to use at least one software package to create, format, edit, proof read, correct, print and save documents.

Secretarial Skills

Employees at this level are able to take shorthand notes at 70 words per minute and transcribe with 95 per cent accuracy.

Information Handling Skills

Employees at this level are able to use computer-based record management systems to file and retrieve records such as accounts, stock inventory, finance and personnel records.

Business/Financial Skills

Employees at this level are able to maintain records and journals, sort, process and record transactions such as incoming/outgoing cheques, invoices, debit/credit items, payroll data and establish petty cash imprest system.

CLERICAL AND ADMINISTRATIVE EMPLOYEE GRADE 4

GRADING

Employees shall be classified at this grade where they are required to meet the "General Requirements" described below and required to exercise any one or more of the "Skill Requirements" described below.

GENERAL REQUIREMENT

Employees in this grade perform tasks using a more extensive range of skills and knowledge at a level higher than required in Grade 3. They are responsible and accountable for their own work and exercise discretion and initiative in the organisation of work within prescribed limits. Supervision is limited.

Employees in this grade are able to provide detailed advice and information on the organisation's products and services; respond to client/public/supplier problems within own function area using such techniques as personal interview and liaison; explain organisation's viewpoint to clients and appropriate persons related to own function area.

Employees in this grade shall be capable of guiding employees graded at a lower level by means of personal instruction and demonstration. This may include general supervision of up to 4 employees.

Employees in this grade shall be capable of acquiring and using specialist vocabulary, such as technical, medical or legal terminology, within the scope of this grade.

SKILLS REQUIREMENTS

Technical Skills

Employees at this grade shall be capable of exercising all skills set out below.

Keyboard Operation

Employees at this level are able to format complex documents using technical data, technical language, tables, graphs, text design, indexing, variable type face; produce documents in specified legal form or to comply with regulations or standards.

Computer Operation

Employees at this level are able to use at least two application software packages developed for a micro/personal computer at a standard equal to Grade 3 such as

database, communications, accounting, payroll/personnel, spreadsheets, graphics, other applications; or are able to use a central computer resource to an equivalent standard.

Word Processing

Employees at this level are able to use at least two software packages at a standard equal to Grade 3; or are able to apply additional functions such as search and replace, variable fonts, moving and merging across documents, text columns, money columns, tables, eg. to produce financial statements, printed forms.

Secretarial Skills

Employees at this level are able to arrange travel bookings and itineraries; make appointments; screen telephone calls; follow visitor protocol procedures; establish telephone contact on behalf of executive; take shorthand notes at 90 words per minute and transcribe with 95 per cent accuracy.

Information Handling Skills

Employees at this level are able to maintain a computer based records management system; identify, access and extract information from internal sources.

Business/Financial Skills

Employees at this level are able to prepare cash payment summaries, banking reports and bank statements; maintain wage and salary records; follow credit referral procedures; apply purchasing and inventory control requirements; post journal entries to ledger.

CLERICAL AND ADMINISTRATIVE EMPLOYEE GRADE 5

GRADING

Employees shall be classified at this grade where they are required to meet the "General Requirements" described below and required to exercise any one or more of the "Skill Requirements" described below.

GENERAL REQUIREMENTS

Employees in this grade perform duties using a more extensive range of skills and knowledge at a level higher than required in Grade 4. They are responsible and accountable for their own work, and may have limited responsibility for the work of others. They exercise initiative, discretion and judgement within the range of their skills and knowledge. Supervision is minimal.

Employees in this grade must be able to acquire a detailed knowledge of organisation's operations and structures and a basic knowledge of the industry or field of interest in which the organisation operates. Respond to and act upon complex issues/arrangements

in such areas as consumer/client services, special products/service knowledge, production and planning schedules, material supply and transport/freight arrangements.

Employees in this grade shall be capable of guiding employees in lower grades by means of personal instruction and demonstration.

SKILL REQUIREMENTS

Technical Skills

Computer Operations

Employees at this level are able to use at least three application software packages developed for a micro/personal computer at a standard equal to Grade 4 or use a central computer resource to an equivalent standard; or apply knowledge of advanced functions of a single application software package to manipulate data, such as modify fields of information, develop a new database or spreadsheet model; or graph previously prepared spreadsheets, or perform reconciliation,

and/or

Word Processing

Employees at this level are able to apply advanced functions including macros, sorting and functions and thesaurus using at least one software package; or apply knowledge of additional functions defined in Grade 4 using at least two software packages.

Secretarial Skills

Employees at this level are able to write shorthand notes at 100 words per minute and transcribe at 95 per cent accuracy; maintain executive diary; respond to invitations; organise internal meetings on behalf of executive; establish and maintain reference lists/personal contact systems for executives; maintain current working and personal filing systems for executive.

Information Handling Skills

Employees at this level are able to create new forms of files and records as required using computer-based records systems; access, identify, and extract information as required from external sources, eg. databases, libraries, local authorities; maintain subscriptions for required technical, trade and other publications and maintain circulation, indexing and filing systems for those publications; review/close files, archive files.

Business/Financial Skills

Employees at this level are able to reconcile accounts to balance; follow-up unpaid accounts; calculate wage and salary requirements; calculate work valuations; prepare bank reconciliations.

Supervisory Skills

Employees at this level are able to allocate work tasks to individuals, check work progress and correct errors. Normally 5 or more subordinates would be involved.

Specialist Skills

Employees at this level are able to apply knowledge of export and customs documentation requirements and procedures; apply knowledge of relevant industrial award rates of pay and conditions and occupational health and safety requirements.

CLERICAL AND ADMINISTRATIVE EMPLOYEE GRADE 6

GRADING

Employees shall be classified at this grade where they are required to meet the "General Requirements" described below and required to exercise any one or more of the "Skill Requirements" described below.

GENERAL REQUIREMENTS

Employees in this grade perform duties using a more extensive range of skills and knowledge at a level higher than required in Grade 5. They are responsible and accountable for their own work, and may have limited responsibility for the work of a section or unit. They exercise initiative, discretion and judgement within the range of their skills and knowledge. Supervision is by means of reporting to more senior officers as required.

Employees in this grade are able to apply knowledge of the organisation's objectives, performance, projected areas of growth and product trends; and general industry conditions, eg. knowledge of competitors and major clients market structure in the performance of their own responsibilities.

Employees in this grade shall be capable of guiding employees graded at a lower level by means of personal instruction and demonstration.

SKILL REQUIREMENTS

Technical Skills

Computer Operations

Employees at this level are able to use at least two application software packages on a micro/personal computer to a standard equal to Grade 5 or use a central computer resource to an equivalent standard; or assist in operating a mainframe computer

and/or

Word Processing

Employees at this level are able to use complex functions such as moving columns, creating displays of charts or graphs, booklet or report format on at least one software package; or apply knowledge of advanced functions defined in Grade 5 using at least two software packages.

Secretarial Skills

Employees at this level are able to write shorthand notes at 120 words per minute and transcribe at 95 percent accuracy; attend executive/ organisational meetings and take minutes; establish current working and personal executive filing system, answer correspondence from verbal or rough handwritten instructions; organise teleconferences.

Information Handling Skills

Employees at this level are able to establish new paper based/manual filing systems for the organisation; assist in undertaking research [locate/solicit, summarise/extract and interpret information] related to function area; compose original business correspondence from minimal instructions.

Business/Financial Skills

Employees at this level are able to post transactions to ledger and prepare a trial balance; prepare financial/tax schedules; calculate costings, stock pricing; complete personnel/payroll data for authorisation.

Supervisory Skills

Employees at this level are able to assist in the development of work quality and performance in a team environment; solve operational problems in own work functional area and resolve operational problems for staff in lower grades; co-ordinate work flow within a section or unit and counsel and advise staff who are under direct supervision.

Specialist Skills

Employees at this level are able to apply working knowledge of industrial/employment law, equal opportunity, workers' compensation and superannuation procedures.

CLERICAL AND ADMINISTRATIVE EMPLOYEE GRADE 7

GRADING

Employees shall be classified at this grade where they are required to meet the "General Requirements" described below and required to exercise any one or more of the "Skill Requirements" described below.

GENERAL REQUIREMENTS

Employees in this grade perform duties using a more extensive range of skills and knowledge at a level higher than required in Grade 6. They are responsible and accountable for their own work, and may have designated responsibility for the unit/section under their supervision. They exercise initiative, discretion and judgement within the range of their skills and knowledge. Supervision is by means of reporting to more senior officers as required.

Employees in this grade are able to assist in developing policy or new products and services to meet changing market or other circumstances; identify and assess internal and external factors impacting on production and service delivery and identify future trends.

Employees in this grade are able to assist in the delivery of structured training courses and apply a knowledge of training materials and aids; train employees (where required) in lower grades by means of personal instruction and demonstration.

SKILL REQUIREMENTS

Technical Skills

Computer Operations

Employees at this level are able to use and integrate a variety of application software packages within a micro/ personal computer network; or use a central computer resource to an equivalent standard; or evaluate and determine optimum software solutions (using existing software/programs) to meet new or different application requirements; or use macro functions on a spreadsheet package.

and/or

Word Processing Skills

Employees at this level are able to use all word processing functions identified at lower Grades and integrate word processing software with other application software packages to produce complex text and data documents; apply knowledge of desk top publishing to integrate documents and select style sheets appropriate to final presentation; determine all document production design needs without instructions.

Secretarial Skills

Employees at this level are able to arrange conferences and external meetings; originate executive correspondence; assist executive in preparing, attending and following up appointments, interviews, meetings, etc; act on delegated authority of executive.

Business/Financial Skills

Employees at this level are able to assist in preparing - budgets, cashflow records, balance sheets, trading accounts, cash management analysis, relevant taxation requirements; administer individual executive salary packages, travel expenses and allowances, company transport; administer specialised salary and payroll requirements, assist in financial forecasting; interpret and prepare financial information for senior management and prepare reports and assessment relevant to areas of responsibility.

Supervisory Skills

Employees at this level are able to plan and organise work priorities of unit or section; reschedule work loads as necessary and resolve operational problems in area of responsibility; monitor work quality of those supervised; use observations, diagnosis and intervention skills to ensure unit/section meets objectives; organise and chair necessary work meetings/conferences; assist in planning future sectional/office organisational resources and equipment needs.

Specialist Skills

Employees at this level are able to use knowledge of basic statistics to interpret data from spread sheets, statistical tables, graphs and frequency tables using tools such as mean, mode, median variation, etc; apply knowledge of exchange rate fluctuations in areas of functional responsibility; apply working knowledge of legal requirements, eg. personal income tax and company tax law, company law, contract law, superannuation law and local government and environmental regulation.

JUNIOR EMPLOYEES – PROCESSING

'Junior worker' means any employee not in receipt of an adult wage rate whose duties are determined between the relevant company and The Australian Workers' Union, Tasmania Branch.

Wage Rates - The minimum weekly wage rate that may be paid to junior workers shall be the undermentioned percentage of the weekly wage rate prescribed in Level 1

Percentage of Level 1 Adult Rate

	%
Under 17 years	60
17 to 18 years	75
18 to 19 years	85
19 and over	Adult Rate

Wage rates in this subclause shall be calculated to the nearest 10 cents.

JUNIORS - CLERICAL AND ADMINISTRATIVE EMPLOYEES

- (1) The minimum weekly wage rate that may be paid to juniors shall be the undermentioned percentages of the second year adult weekly wage rate adjusted to the nearest ten cents.

	Percentage of Level 4 %
Under 16 years of age	40
16 to 17 years of age	45
17 to 18 years of age	55
18 to 19 years of age	70
19 to 20 years of age	80
20 to 21 years of age	90

- (2) Proviso

When determining the rate payable to an employee attaining the age of 21 years, who has been employed as a junior clerk in the trades or groups of trades in respect of which awards of the Tasmanian Industrial Commission are established, experience obtained after reaching the age of 18 years shall be counted as adult experience.

3. SUPPORTED WAGE SYSTEM

- (a) Eligibility criteria

Subject to this division an employer may engage employees at a supported wage rate (as set out in subclause (c) of this Clause) 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 division 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 division 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 division:

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

Assessed Capacity (Subclause (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 division, 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 clause 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 division 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 division 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 subclause (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 subclause (c) hereof.

4. PAYMENT OF WAGES

- (a) Payment of wages shall be made weekly or fortnightly not later than Friday in the given pay week and shall be made in the employer's time.
- (b) Not more than 3 days' pay of each employee shall be kept in hand by the employer.
- (c) Payment of wages is to be made on the day before a holiday with pay if a holiday with pay falls on the pay day.
- (d) Where an employer and employee agree, the employee may be paid his or her wages by cheque or by direct payment into the employee's bank account without the requirement for the employer to provide encashment facilities.
- (e) Except as provided in Part V – HOURS OF WORK, PENALTY PAYMENTS AND OVERTIME Clause 5 - Overtime, subclause (a) of this award, hourly rates shall be calculated by dividing the appropriate weekly rate by 38.
- (f) Where the services of an employee are dispensed with, his or her wages shall be paid on the day of dismissal or forwarded by post on the day following.

PROVIDED that in the case of an employee whose ordinary hours are 38 and is paid average pay and who has not taken the day or days off due to him during the work cycle in which his employment is terminated, the wages due to the employee shall include the total of credits accrued during the work cycle.

PROVIDED FURTHER that where the employee has taken a day or days off during the work cycle in which his employment is terminated, the wages due to that employee shall be reduced by the total of credits which have not accrued during the cycle.

5. MIXED FUNCTIONS

- (a) For Employees other than Clerical and Administrative Employees, and Junior Clerical and Administrative Employees the following shall apply:

An employee engaged on any day or shift on duties carrying a higher rate than his ordinary classification, shall be paid the higher rate for such day or shift.

The provisions of this clause shall not apply where an employee is engaged for a period of less than sixty minutes in the aggregate on relief duties during meal breaks, rest periods or absences from duty which have been arranged on behalf of another employee, in which case the employee directed to perform relief duties by his employer or the employer's representative, shall be paid the higher rate for the time so worked.

- (b) For Clerical and Administrative Employees and Junior Clerical and Administrative Employees the following shall apply

An employee engaged on a duty carrying a higher rate of pay than their ordinary classification shall be paid for such time worked in a period less than four hours at the higher rate of pay for the time so worked or where such time is worked for more than four hours in any one day, shall be paid for the time so worked.

PART IV - ALLOWANCES

1. BOILER ALLOWANCE

An employee engaged on the work of cleaning or scraping any boiler, flues or economiser shall, whilst so employed, be paid an additional \$1.32 per hour to the employees ordinary or overtime pay.

2. CERTIFICATE ALLOWANCE

- (a) employees at the Edith Creek Factory of United Milk Tasmania Ltd, who are the holders of a Boiler Certificate shall be paid \$0.80 per week extra;
- (b) an employee who is a holder of a Butter Making Certificate, Dairy Operative's Certificate and the Combined Milk Tester's and Cream Tester's Certificate, Cream Grader's Certificate or Milk Grader's Certificate and who is not employed as such, shall be paid an additional and total amount of \$9.20 per week;
- (c) An employee who is a holder of Buttermaker's Certificate, Cheesemaker's Certificate, and the Combined Milk Tester's and Cream Tester's Certificate, Cream Grader's Certificate or Milk Grader's Certificate and who is not employed as such shall be paid an additional and total amount of \$18.80 per week. This allowance shall be paid in lieu of the allowance prescribed in sub paragraph (b) above.

3. LEADING HANDS

In addition to the wage rates prescribed leading hands shall receive the following additional amounts per week:

	Amount Per Week
	\$
(1) In charge of 3 to 10 employees	13.80
(2) In charge of 11 to 20 employees	28.40
(3) In charge of 21 or more employees	41.70

4. MEAL ALLOWANCE

An employee who is required to work overtime for one and a half hours or more without being notified the previous day shall either be supplied with a meal by the employer or be paid a meal allowance of \$14.60.

5. SPECIAL RATES

Confined Spaces:

Employees working in a compartment, space or place, the dimensions of which necessitate an employee working in a stooped or otherwise cramped position or without proper ventilation, shall be paid an additional \$1.09 per hour.

PROVIDED that a person working in such circumstances for at least half an hour shall qualify for one hour's payment.

PART V - HOURS OF WORK, PENALTY PAYMENTS & OVERTIME

1. HOURS OF WORK

(a) For Employees other than Clerical and Administrative Employees, and Juniors the following shall apply:

(i) Subject to Part V – HOURS OF WORK, PENALTY PAYMENTS AND OVERTIME Clause 2 - Implementation of 38-Hour Week and Part VII – CONSULTATION AND DISPUTE RESOLUTION Clause 1 - Enterprise Flexibility of this award, and subclause (iii) - Shift Workers of this clause, and, subject to the exceptions hereinafter provided, the ordinary hours of work from 1 July 1985, shall be an average of 38 per week to be worked on one of the following bases:

- (1) 38 hours within a work cycle not exceeding seven consecutive days; or
- (2) 76 hours within a work cycle not exceeding fourteen consecutive days; or
- (3) 114 hours within a work cycle not exceeding twenty-one consecutive days; or
- (4) 152 hours within a work cycle not exceeding twenty-eight consecutive days; or
- (5) 152 hours within a work cycle exceeding twenty-eight consecutive days in establishments where the method of banking of rostered days off have been agreed to.

(ii) Day Workers

- (1) The ordinary hours of work prescribed herein shall not exceed eight hours on any day and may be worked on any day or all of the days of the week, Monday to Friday.
- (2) The ordinary hours of work for day workers prescribed herein shall be worked continuously, except for meal breaks, at the discretion of the employer, between 6.30am and 5.30pm.

(b) For Clerical and Administrative Employees and Junior Clerical and Administrative Employees the following shall apply

The maximum number of ordinary working hours each week in respect of which the rates of wages hereinbefore determined shall be paid shall be forty, to be worked in five days of eight hours each, between the hours of 6.30am and 5.30pm, Monday to Friday inclusive.

2. IMPLEMENTATION OF 38-HOUR WEEK

- (a) From 1 July 1985, ordinary hours of work shall be 38, or an average of 38 per week as provided in Part V – HOURS OF WORK, PENALTY PAYMENTS AND OVERTIME Clause 1 - Hours of Work subclause (a) For Employees other than Clerical and Administrative Employees, and Juniors the following shall apply.
- (b) Except as provided in subclauses (e) and (f) of this clause, the method of implementation of the 38-hour week may be 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 each week; or
 - (iii) by fixing one day in which all employees will be off during a particular work cycle; or
 - (iv) by rostering employees off on various days of the week during a particular work cycle so that each employee has one day off during that cycle; or
 - (v) by accruing an entitlement to rostered days off up to a maximum of seven days, or as otherwise mutually agreed and thereby averaging 38 hours over a period not exceeding twelve months.
- (c) In each plant, an assessment should be made as to which method of implementation best suits the business and the proposal shall be discussed with the employees concerned, the objective being to reach agreement on the method of implementation prior to 1 July 1985. Subsequently, such method may be altered by mutual agreement.
- (d) In the absence of agreement at plant level, the procedure for resolving grievances shall be applied in accordance with Part VII – CONSULTATION AND DISPUTE RESOLUTION, Clause 2 - Disputes Settling Procedure. This procedure shall be applied without delay.
- (e) Circumstances may arise where different methods of implementation of a 38-hour week apply to various groups or sections of employees in the plant or establishment concerned.
- (f) Notice of Days Off
 - (i) Except as provided in subclause (g) of this clause, in cases where by virtue of the arrangement of the employee's ordinary working hours, an employee in accordance with subclauses (b)(iii), (iv) and (v) of this clause, is entitled to a day or days off during the employee's work cycle, then such days off may be taken as mutually agreed between the employee and the employer.

- (ii) Where a system of working is adopted to allow one rostered day off in each four week cycle or the banking of rostered days off, an employee shall not be entitled to more than 12 such rostered days off in any twelve month period.

(g) Substitute Days

The day or days scheduled to be the day or days off in accordance with subclauses (b)(iii), (iv) and (v) of this clause may be worked as an ordinary working day or days without penalty when substituted by another day or days by agreement between the employer and the employee concerned or, where a number of employees are concerned, by agreement between the employer and the majority of the employees.

3. CONTINUITY OF WORK

For Clerical and Administrative Employees and Junior Clerical and Administrative Employees the following shall apply:

With the exception of a meal break as prescribed in Part V – HOURS OF WORK, PENALTY PAYMENTS AND OVERTIME Clause 4 - Meal Interval of this award, the hours of work on each day shall be continuous unless by mutual consent the employer and employee agree to a variation of this provision.

4. MEAL INTERVAL

- (a) A meal break of not less than thirty minutes shall be granted between the hours of 11.30am and 1.30pm.
- (b) An employee shall not be required to work for more than five hours without a meal break.

5. OVERTIME

- (a) For Employees other than Clerical and Administrative Employees, and Junior Clerical and Administrative Employees the following shall apply:
 - (i) Subject to the provisions of Part V – HOURS OF WORK, PENALTY PAYMENTS AND OVERTIME Clauses 1 (a) - Hours of Work and 2 - Implementation of 38 - Hour Week of this award, for all time of duty outside the regular hours or before the time fixed for commencing or after the time fixed for finishing work, payment shall be at the rate of time and one half for the first two hours and double time thereafter. The division for overtime to remain one fortieth of the weekly rate for the period of twelve months from the date of implementation of the 38-hour working week in this award.
 - (ii) In computing overtime, each day's work shall stand alone.

- (iii) An employee after the completion of overtime work performed after his usual ceasing time shall be entitled to be absent until he has had ten consecutive hours off duty, without deduction of pay for ordinary time of duty occurring during such absence.

If on the instructions of his employer any employee resumes work without having had such ten hours off duty he shall be paid at double rates until he is relieved from duty to take such rest period, and he shall then be entitled to be absent until he has had ten consecutive hours off duty without deduction of pay for ordinary time of duty occurring during such absence.

- (b) For Clerical and Administrative Employees and Junior Clerical and Administrative Employees the following shall apply

- (i) For all time of duty outside the regular hours or before the time fixed for the commencing or, after the time fixed for finishing work, payment shall be made at the rate of time and a half for the first two hours and double time thereafter.

- (ii) In computing overtime, each day's work shall stand alone.

- (iii) An employee after the completion of overtime work performed after his usual ceasing time shall be entitled to be absent until he has had ten consecutive hours off duty, without deduction of pay for ordinary time of duty occurring during such absence.

If on the instructions of his employer any employee resumes work without having had such ten hours off duty he shall be paid at double rates until he is relieved from duty to take such rest period, and he shall then be entitled to be absent until he has had ten consecutive hours off duty without deduction of pay for ordinary time of duty occurring during such absence.

6. REST INTERVAL

Employees shall be allowed a rest interval of ten minutes during the first and second half of the day or shift at the discretion of the employer, at a time that will not interfere with production.

7. SATURDAY WORK

- (a) For all time of duty on Saturday payment shall be made at the rate of time and a half for the first two hours and double time thereafter.
- (b) The provisions of subclause (a) of this clause do not apply to shift workers for all time of duty on Saturdays during the months of September, October, November, December and January where payment shall be made at the rate of time and one half for the first three hours and double time thereafter.

8. SUNDAY AND HOLIDAY WORK

For all time of duty on Sundays, payment shall be made at the rate of double the ordinary rate with a minimum payment as for 4 hours worked.

All work done on any of the holidays specified in Part VI – LEAVE AND HOLIDAYS WITH PAY Clause 3 - Holidays with Pay, of this award, shall be paid at the rate hereunder prescribed:

Day Workers	Double time and a half
Shift Workers	Double time

9. SHIFT WORKER

- (a) (i) Definitions for the purpose of this clause:

'Afternoon shift', means any shift finishing after 6.00pm and at or before midnight.

'Continuous shift', means work carried on with consecutive shifts of employees throughout the twenty four hours of each of at least six 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 8.00am.

'Shift roster', is a roster of which the employee concerned has had at least forty-eight hours notice or such lesser time as mutually agreed between employer and employee.

- (ii) The ordinary hours of work of shift workers shall be an average of 38, worked on five shifts of equal hours, or six shifts of equal hours per week which includes a meal break of twenty minutes in the employer's time, subject to the provisions of this clause.

- (iii) If an employee is not given twenty-four hours notice of a change of shift, subject to subclause (a)(i) - "Shift Roster", the employee shall be paid at overtime rates for that shift.
- (b) Shift Rate
 - (i) Employees engaged on shift work shall be paid fifteen per cent in addition to the rates of pay prescribed for ordinary hours worked from Monday to Friday, inclusive.
 - (ii) For time worked on Saturday or Sunday the rates of pay shall be in accordance with Part V – HOURS OF WORK, PENALTY PAYMENTS AND OVERTIME Clauses 7 - Saturday Work and 8 - Sunday and Holiday Work of this award.
 - (iii) This additional allowance shall not be taken into consideration in the computation of penalty rates prescribed for work performed on any of the holidays prescribed in Part VI – LEAVE AND HOLIDAYS WITH PAY, Clause 5 – Personal Leave Other Than Clerical and Administrative Employees.

10. REQUIREMENT TO WORK REASONABLE OVERTIME

- (a) Subject to subclause (b) an employer may require an employee to work reasonable overtime at overtime rates.
- (b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:
 - (c) any risk to employee health and safety;
 - (d) the employee's personal circumstances including any family responsibilities;
 - (e) the needs of the workplace or enterprise;
 - (f) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - (g) any other relevant matter.

PART VI - LEAVE AND HOLIDAYS WITH PAY

1. ANNUAL LEAVE

(a) Period of Leave

(i) Day Workers

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

(ii) Shift Workers

In addition to the leave prescribed in paragraph (i) of this subclause, shift workers, that is employees who are rostered to work regularly on Sundays and holidays, shall be allowed seven consecutive days leave including non-working days.

Where an employee with twelve months continuous service is engaged for part of the twelve monthly period as a shift worker, he shall be entitled to have the period of annual leave prescribed in paragraph (i) of this subclause increased by one half of a day for each month he is continuously engaged.

(b) Time of Taking Leave

Annual leave shall be given at a time fixed by the employer within a period not exceeding six months from the date when the right to annual leave accrued.

PROVIDED that not less than four weeks notice shall be given to the employee that his annual leave is to be taken.

(c) Payment in Lieu Prohibited

Except as provided in subclause (d) of this clause, payment shall not be made or accepted in lieu of annual leave.

(d) Proportionate Leave on Termination of Service

If after the first 12 months service and then after the first one months service in any twelve monthly period an employee lawfully leaves his employment, or his employment is terminated by the employer, except for neglect of duty or misconduct, the employee shall be paid 12 2/3 hours for each completed month of continuous service.

(e) Annual Leave Exclusive of Public Holidays

Should any of the holidays with pay mentioned in Part VI – LEAVE AND HOLIDAYS WITH PAY Clause 3 - Holidays with Pay, fall during an employee's annual leave, there shall be added to that leave one additional day or days for each such holiday with pay so falling.

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

(f) Payment for Period of Leave

(i) Each employee before going on leave shall be paid the amount of wages he would have received had he not been on leave during the relevant period or periods, plus a loading equal to seventeen and one half per cent of the amount paid in respect of annual leave.

(ii) In respect of shift workers, an employee who would have worked on shift work had he not been on leave, will receive a loading equal to seventeen and one half per cent of the amount paid in respect of annual leave.

PROVIDED that where a shift worker would have received a shift loading for the relevant period had he not been on leave, and such loading would have entitled him to a greater amount than the loading of seventeen and one half per cent, then the employee shall be paid in accordance with his projected roster in lieu of the seventeen and one half per cent loading.

PROVIDED FURTHER that if the shift loadings are a lesser amount than the loading of seventeen and one half per cent, then the seventeen and one half per cent loading shall be paid.

(iii) The loading prescribed in this subclause shall not apply to proportionate leave on termination of service.

(g) Broken Leave

Annual leave shall be taken in a continuous period.

PROVIDED that where the employee and employer agree, leave may be taken in two or more periods.

(h) Disputes

Any dispute as to the rights of an employee to or with respect to annual leave, shall be dealt with by the Tasmanian Industrial Commission whose decision shall be final.

2. BEREAVEMENT LEAVE

- (a) 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 three ordinary days.

PROVIDED that no payment shall be made in respect of an employee's rostered day 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 FURTHER 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.

- (b) Unpaid Bereavement Leave

An employee may take unpaid bereavement leave by agreement with the employer.

- (c) Casual Employees

- (i) Subject to the evidentiary requirements in subclause (a), casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of an immediate family or household member.
- (ii) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (iii) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

3. HOLIDAYS WITH PAY

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

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), Recreation Day (where Hobart Regatta Day is not observed), Christmas Day and Boxing Day.

- (b) Payment for holidays with pay mentioned in subclause (a) of this clause, 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 with pay, he had been at work.
- (c) Payment to an employee for work performed on holidays with pay mentioned in subclause (a) of this clause, shall be at the rates prescribed elsewhere in this award.
- (d) Where consequent upon any visit to Australia by Her Majesty the Queen, or any other member of the Royal Family, a Public Holiday is proclaimed by the Governor in Council and gazetted by the Tasmanian Government under a State Act throughout the State or part thereof and under the Tasmanian Industrial Commission, such a day shall, within the definite locality, be deemed to be a holiday with pay for the purposes of this award.

4. PARENTAL LEAVE

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

- (a) Definitions

For the purposes of this clause:

- (i) **'Child'** means a child of the employee under the age of one year except for adoption of a child where 'child' means a person under the age of five years who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the parent of the employee or a child who has previously lived continuously with the employee for a period of six month or more.
- (ii) **'Continuous service'** means service under an unbroken contract of employment and includes:
- (1) any period of leave taken in accordance with this clause;

- (2) any period of part-time employment worked in accordance with this clause; or
 - (3) any period of leave or absence authorised by the employer or by the award.
- (iii) **'Employee'** includes a part-time employee but does not include an employee engaged upon casual work, unless that work has been under a continuous contract of employment of at least 12 months.
 - (iv) **'Female employee'** means an employed female who is pregnant or is caring for a child she has borne or a child who has been placed with her for adoption purposes.
 - (v) **'Male employee'** means an employed male who is caring for a child borne of his spouse or a child placed with the employee for adoption purposes.
 - (vi) **'Primary care-giver'** means a person who assumes the principal role of providing care and attention to a child.
 - (vii) **'Spouse'** includes a de facto or a former spouse.
- (b) Entitlement
- (i) After twelve months continuous service, parents are entitled to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child. For mothers, maternity leave provisions apply and for male employees, paternity leave provisions apply. Adoption leave provisions apply in the case of adoption.
 - (ii) Subject to subclause (c) (vi), parental leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:
 - (1) for maternity and paternity leave, an unbroken period of up to one week at the time of the birth of the child;
 - (2) for adoption leave, an unbroken period of up to three weeks at the time of placement of the child.
 - (iii) Unless otherwise agreed between the employee and the employer, parental leave shall be granted and taken in accordance with the notice given by the employee as specified below.
- (c) Maternity Leave
- (i) An employee must provide notice to the employer in advance of the expected date of commencement of parental leave. The notice requirements are:

- (1) of the expected date of confinement (included in a certificate from a registered medical practitioner stating that the employee is pregnant) – at least 10 weeks;
 - (2) of the date on which the employee proposes to commence maternity leave and the period of leave to be taken – at least 4 weeks.
- (ii) Where the employee gives notice under (d) (i) the employee must also provide a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse, and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.
 - (iii) An employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date or other compelling circumstances.
 - (iv) An employee may commence maternity leave at any time within six weeks immediately prior to the expected date of birth.
 - (v) Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, an employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.
 - (vi) Special Maternity Leave
 - (1) Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child, then the employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.
 - (2) Where an employee is suffering from an illness not related to the direct consequences of the confinement, an employee may take any paid personal leave to which she is entitled in lieu of, or in addition to, special maternity leave.
 - (3) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take any paid personal leave to which she is then entitled and such further unpaid special maternity leave as a registered medical, practitioner certifies as necessary before her return to work. The aggregate of paid personal leave, special maternity leave and parental leave, including paternity leave taken by her spouse, may not exceed 52 weeks.

(vii) Transfer to a safe job

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

(d) Paternity Leave

- (i) A male employee will provide to the employer at least 10 weeks prior to each proposed period of paternity leave:
 - (1) that a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place, and
 - (2) written notification of the proposed dates on which the period of paternity leave will start and finish and
 - (3) a statutory declaration stating:
 - (A) that period of paternity leave will be taken to become the primary care-giver of a child;
 - (B) particulars of any period of maternity leave sought or taken by the mother, and
 - (C) that for the period of paternity leave, the employee will not engage in any conduct inconsistent with their contract of employment.
 - (4) The employee will not be in breach of this subclause if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

(e) Adoption leave

- (i) The employee will notify the employer at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice,

where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.

- (ii) Before commencing adoption leave, an employee will provide the employer with a statutory declaration stating:
 - (1) the employee is seeking adoption leave to become the primary caregiver of the child;
 - (2) particulars of any period of adoption leave sought or taken by any other person in respect of that child, and
 - (3) that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.
- (iii) An employer may require an employee to provide confirmation from the appropriate government authority of the placement.
- (iv) Where the placement of a child for adoption with an employee does not proceed or continue, the employee will notify the employer immediately and the employer will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.
- (v) An employee will not be in breach of this subclause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of an adoptive parent or other compelling circumstances.
- (vi) An employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The employee and the employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to two days unpaid leave. Where paid leave is available to the employee, the employer may require the employee to take such leave instead.

(f) Parental Leave and Other Entitlements

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

(g) Part time work

(i) Entitlement

With the agreement of the employer:

- (1) An employee may work part-time in one or more periods at any time from the date of birth of the child until its second birthday or, in relation to adoption, from the date of placement of the child until the second anniversary of the placement.
- (2) A female employee may work part-time in one or more periods while she is pregnant where part-time employment is, because of the pregnancy, necessary or desirable.

(ii) Effect of Part-time Employment on Continuous Service

Commencement on part-time work under this clause, and return from part-time work to full-time work under this clause, shall not break the continuity of service or employment.

(iii) Pro Rata Entitlements

Subject to the provisions of this subclause and the matters agreed to in accordance with this subclause, part-time employment shall be in accordance with the provisions of this award which shall apply pro rata.

(iv) Transitional Arrangements - Annual Leave

- (1) An employee working part-time under this subclause shall be entitled to any leave accrued in respect of a period of full-time employment, as if the employee was still working full-time, in the position held prior to taking leave.
- (2) (A) A full-time employee shall be entitled to annual leave accrued in respect of a period of part-time employment under this subclause, as if the employee was working part-time in the position held, immediately before resuming full-time work.

(B) Provided that, by agreement between the employer and the employee, the period over which the leave is taken may be shortened to the extent necessary for the employee to receive pay at the employee's current full-time rate.

(v) Transitional Arrangements - Personal Leave

An employee working part-time under this subclause shall have personal leave entitlements which have accrued under this award (including any entitlements accrued in respect of previous full-time employment) converted into hours. When this entitlement is used, whether as a part-time employee or as a full-time employee, it shall be debited for the ordinary hours that the employee would have worked during the period of absence.

(vi) Part-time Work Agreement

- (1) Before commencing a period of part-time employment under this subclause the employee and the employer shall agree:
 - (A) that the employee may work part-time;
 - (B) upon the hours to be worked by the employee, the days upon which they will be worked and commencing times for the work;
 - (C) upon the classification applying to the work to be performed; and
 - (D) upon the period of part-time employment.
- (2) The terms of this agreement may be varied by consent.
- (3) The terms of this agreement or any variation to it shall be reduced to writing and retained by the employer. A copy of the agreement and any variation to it shall be provided to the employee by the employer.
- (4) The terms of this agreement shall apply to the part-time employment.

(vii) Termination of Employment

- (1) The employment of a part-time employee under this clause, may be terminated in accordance with the provisions of this award but may not be terminated by the employer because the employee has exercised or proposes to exercise any rights arising under this clause or has enjoyed or proposes to enjoy any benefits arising under this clause.
- (2) Any termination entitlements payable to an employee whose employment is terminated while working part-time under this clause, or while working full-time after transferring from part-time work under this clause, shall be calculated by reference to the full-time rate of pay at the time of termination and by regarding all service as a full-time employee as qualifying for a termination entitlement based on the period of full-time employment and all service as a part-time employee on a pro rata basis.

(viii) Extension of Hours of Work

An employer may request, but not require, an employee working part-time under this clause to work outside or in excess of the employee's ordinary hours of duty provided for in accordance with paragraph (vi).

(ix) Nature of Part-time Work

The work to be performed part-time need not be the work performed by the employee in his or her former position but shall be work otherwise performed under this award.

(x) Inconsistent Award Provisions

An employee may work part-time under this clause notwithstanding any other provisions of this award which limits or restricts the circumstances in which part-time employment may be worked or the terms upon which it may be worked including provisions:

- (1) limiting the number of employees who may work part-time;
- (2) establishing quotas as to the ratio of part-time to full-time employees;
- (3) prescribing a minimum or maximum number of hours a part-time employee may work; or
- (4) requiring consultation with, consent of or monitoring by a union;

and such provisions do not apply to part-time work under this clause.

(h) Replacement Employees

- (i) A replacement employee is an employee specifically engaged as a result of an employee proceeding on parental leave or working part time in accordance with this clause.
- (ii) A replacement employee may be employed part-time. The provisions of this subclause in relation to annual leave and personal leave apply to the part-time employment of replacement employees.
- (iii) Before an employer engages a replacement employee under this paragraph, the employer shall inform the person of the temporary nature of the employment and of the rights of the employee who is being replaced. Specifically, the employer must advise that the period of engagement is subject to variation or change in the event that the employee on leave exercises the right to vary the period of leave.
- (iv) Unbroken service as a replacement employee shall be treated as continuous service.
- (v) Nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.

(i) Return to Former Position after a Period of Parental Leave or Part Time Work

Unless otherwise agreed between employee and employer, and consistent with the provisions of this clause:

- (i) An employee will give at least four weeks' notice prior of their intention to return to work after a period of parental leave or part time work in accordance with this clause.
- (ii) An employee will be entitled to the position which they held immediately before proceeding on parental leave or part time work. In the case of an employee transferred to a safe job pursuant to subclause (c) (vii) of this clause, the employee will be entitled to return to the position they held immediately before such transfer.
- (iii) During the period of parental leave an employee shall be entitled to return to work at any time, as agreed between the employer and the employee, provided that the employer may require notice of not more than four weeks.
- (iv) An employee shall be entitled to extend the period of parental leave on one occasion, provided that the employer may require notice of not more than four weeks.

By mutual agreement between the employee and the employer, the period of leave may be further extended.

(j) Redundancy

- (i) If a position held by an employee prior to taking parental leave is likely to be made redundant before the employee returns to work, the employer must advise the employee of the impending redundancy, provide an opportunity for consultation and shall not disadvantage the employee by virtue of the taking of parental leave.
- (ii) Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

(k) Right To Request Variation To Parental Leave Provision

- (i) An employee entitled to parental leave pursuant to the provisions of this clause may request the employer to allow the employee:
 - (1) to extend the period of simultaneous unpaid parental leave up to a maximum of eight weeks;
 - (2) to extend the period of unpaid parental leave by a further continuous period of leave not exceeding 12 months;

- (3) to return from a period of parental leave on a part-time basis until the child reaches school age, to assist the employee in reconciling work and parental responsibilities.
 - (ii) The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (l) Communication During Parental Leave
- (i) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:
 - (1) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
 - (2) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
 - (ii) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
 - (iii) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with (l)(i)(1).

5. PERSONAL LEAVE OTHER THAN CLERICAL AND ADMINISTRATIVE EMPLOYEES

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

(a) Definitions

The term 'immediate family' includes:

- (i) spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse means a person of the opposite sex to the employee who lives with the employee as his or her husband or wife on a bona fide domestic basis; and
 - (ii) child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.
- (b) Amount of Paid Personal Leave
- (i) Paid personal leave is available to an employee, when they are absent:
 - (1) due to personal illness or injury; or
 - (2) for the purposes of caring for an immediate family or household member who is sick and requires the employee's care and support or who requires care due to an unexpected emergency.
 - (ii) shall not be entitled to such leave of absence for any period in respect of which he is entitled to workers' compensation;
 - (iii) shall not be entitled in any year (whether in the employment of one employer or of more) to personal leave credit in excess of two weeks of ordinary working time;
 - (iv) for the purpose of administering paragraph (iv) of this subclause, an employer may within one month of this award coming into operation or within two weeks of the employee entering his employment, require an employee to make a sworn declaration or other written statement as to what paid leave of absence he has had from any employer during the then current year, and upon such statement the employer shall be entitled to rely and act.
- (c) Personal leave shall accumulate from year to year so that any balance of the period specified in subclause (a) (iv) of this clause which has in any year not been allowed to an employee by an employer as paid personal leave, shall be credited to the employee and, subject to the conditions hereinbefore prescribed, shall be allowed by that employer in a subsequent year without diminution of the personal leave prescribed in respect of that year.
- (d) An employer shall not be required to make any payment in respect of accumulated personal leave credits to an employee who is discharged or leaves his employment, or for any time an employee is absent from work without producing satisfactory evidence of personal illness.
- (e) Sickness on Day Off

From 1 July 1985, where an employee is sick or injured on the week day he is to take off in accordance with subclause (b)(iii), (iv) and (v) of Part V – HOURS OF

WORK, PENALTY PAYMENTS AND OVERTIME Clause 2 - Implementation of 38-Hour Week, of this award, he shall not be entitled to personal pay nor will his personal pay entitlements be reduced as a result of his sickness or injury on that day.

(f) Personal Leave for Personal Injury or Sickness

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

(g) Personal Leave to Care for an Immediate Family or Household Member

(i) An employee is entitled to use up to 10 days personal leave, including accrued leave, each year to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency, subject to the conditions set out in this clause.

Leave may be taken for part of a single day.

(ii) By agreement between an employer and an individual employee, the employee may access an additional amount of their accrued personal leave for the purposes set out in paragraph (d)(i), beyond the limit set out in paragraph (d)(i). In such circumstances, the employer and the employee shall agree upon the additional amount that may be accessed.

(h) Employee Must Give Notice

An employee shall, within twenty four hours of the commencement of such absence, inform the employer of his/her inability to attend for work, and as far as may be practicable, state the nature of the illness or injury and the estimated duration of the absence;

(i) Evidence Supporting Claim

(i) shall prove to the satisfaction of the employer (or in the event of a dispute, the Tasmanian Industrial Commission), that he was unable on account of such illness or injury to attend for work on the day or days for which the personal leave is claimed;

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

(j) Unpaid Personal Leave

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

(k) Casual Employees – Caring Responsibilities

Subject to the evidentiary and notice requirements in clauses (h) and (i) casual employees are entitled to not be available to attend work, or to leave work if they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.

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

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

6. PERSONAL LEAVE CLERICAL AND ADMINISTRATIVE EMPLOYEES

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

(a) Definitions

The term 'immediate family' includes:

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

(b) Amount of Paid Personal Leave

- (i) Paid personal leave is available to an employee, when they are absent:
 - (1) due to personal illness or injury; or
 - (2) for the purposes of caring for an immediate family or household member who is sick and requires the employee's care and support or who requires care due to an unexpected emergency.
- (ii) shall not be entitled to such leave of absence for any period in respect of which he is entitled to workers' compensation;
- (iii) shall not be entitled in any year (whether in the employment of one employer or of more) to personal leave credit in excess of two weeks of ordinary working time;
- (iv) for the purpose of administering paragraph (iv) of this subclause, an employer may within one month of this award coming into operation or within two weeks of the employee entering his employment, require an employee to make a sworn declaration or other written statement as to what paid leave of absence he has had from any employer during the then current year, and upon such statement the employer shall be entitled to rely and act.

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

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

(e) Personal Leave for Personal Injury or Sickness

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

(f) Personal Leave to Care for an Immediate Family or Household Member

- (i) An employee is entitled to use up to 10 days personal leave, including accrued leave, each year to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency, subject to the conditions set out in this clause.

Leave may be taken for part of a single day.

- (ii) By agreement between an employer and an individual employee, the employee may access an additional amount of their accrued personal leave for the purposes set out in paragraph (d)(i), beyond the limit set out in paragraph (d)(i). In such circumstances, the employer and the employee shall agree upon the additional amount that may be accessed.

(g) Employee Must Give Notice

An employee shall, within twenty four hours of the commencement of such absence, inform the employer of his/her inability to attend for work, and as far as may be practicable, state the nature of the illness or injury and the estimated duration of the absence;

(h) Evidence Supporting Claim

- (i) The employee shall, wherever possible inform the employer of his/her inability to attend for work prior to the commencement of such absence. The employee shall, as far as may be practicable, state the nature of the illness or injury and the estimated duration of the absence.
- (ii) When taking leave to care for members of their immediate family or household who require care due to an unexpected emergency, the employee must, if required by the employer, establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

(i) Personal Leave and Workers' Compensation

The employee shall not be entitled to such leave of absence for any period in respect of which the employee is entitled to workers' compensation.

(j) Unpaid Personal Leave

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

(k) Casual Employees – Caring Responsibilities

Subject to the evidentiary and notice requirements in subclauses (g) and (h) casual employees are entitled to not be available to attend work, or to leave work if they need to care for members of their immediate family or household who are sick and

require care and support, or who require care due to an unexpected emergency, or the birth of a child.

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

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

PART VII - CONSULTATION & DISPUTE RESOLUTION

1. ENTERPRISE FLEXIBILITY

For Employees (other than Clerical and Administrative Employees, and Junior Clerical and Administrative Employees the following shall apply:

- (a) Procedures shall be established for In-Plant discussions, the objective being to agree on the method of implementing a 38-hour week in accordance with Part V – HOURS OF WORK, PENALTY PAYMENTS AND OVERTIME Clause 1 -Hours of Work, of this award, and entailing an objective review of current practices to establish where improvements can be made and implemented.
- (b) The procedures should allow for In-Plant discussions to continue even though all matters may not be resolved by 1 July 1985.
- (c) The procedures should make suggestions as to the recording of understandings reached and the methods of communicating agreements and understandings to all employees.
- (d) The procedures should allow for the monitoring of agreements and understandings reached In-Plant.
- (e) In cases where agreement cannot be reached in the first instance or where problems arise after initial agreements or understandings have been achieved In-Plant, a formal monitoring procedure shall apply. The basic steps in this procedure shall be in accordance with Part VII – CONSULTATION AND DISPUTE RESOLUTION Clause 2 - Disputes Settling Procedure of this award.
- (f) There shall be on-going regular reviews of work practices to establish where improvements can be made and implemented.

2 DISPUTES SETTLING PROCEDURE

For Employees other than Clerical and Administrative Employees, and Junior Clerical and Administrative Employees prescribed in Part III – WAGES AND RELATED MATTERS Clause 1 Wage Rates the following shall apply:

Subject to the provisions of the *Industrial Relations Act, 1984* any dispute or claim arising out of or relating to this award shall be dealt with in the following manner:

- (a) the matter shall first be discussed between the employee and his or her immediate supervisor;
- (b) if not settled the matter shall be discussed between the employee's delegate and the employer's supervisor and Branch Management;

- (c) if not settled the matter shall be referred to the State Secretary of the union for discussion between the appropriate union representatives and Senior Management of the Company;
- (d) if the matter is not settled it shall be submitted to the Tasmanian Industrial Commission for determination;
- (e) while the above procedure is being followed every attempt will be made to avoid industrial action being taken.

PART VIII - OCCUPATION HEALTH & SAFETY, TOOLS AND AMENITIES

1. CHANGE ROOM AND ABLUTION FACILITIES

The employer shall provide a suitable place where employees may take their midday meal and/or change their clothes, and proper washing facilities.

2. PROTECTIVE CLOTHING

An employee required to work in rain shall be provided with a waterproof coat and suitable head covering so as to protect the employee from getting wet.

PROVIDED that where such clothing is not supplied, the employee shall be paid an allowance of 58 cents per day in lieu thereof, whatever amount of work has been performed.

3. FOOTWEAR

Employees shall be paid a footwear allowance of 93 cents per week.

PROVIDED that protective footwear shall be supplied by the employer to clerks and other employees who in the course of their duties are required to traverse floors coated with cream, acid, neutralisers, etc.

Alternatively, suitable protective footwear shall be provided by the employer as required up to a maximum of three pairs per year.

4. WORKING GARMENTS

When an employee is required by his employer to wear a washable outer garment, such garment shall be provided by the employer.

PART IX - AWARD COMPLIANCE AND UNION RELATED MATTERS

1. RIGHT OF ENTRY OF UNION OFFICIALS

Right of entry for a duly accredited union representative shall be in accordance with the provision of section 77 of the *Industrial Relations Act 1984*.

