

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

METALLIFEROUS MINING AND PROCESSING AWARD

ORDER BY CONSENT -

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

AMEND THE METALLIFEROUS MINING AND PROCESSING 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 "Metalliferous Mining and Processing Award".

2. INDEX

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3. SCOPE

This award is established in respect of the industry of metalliferous mining, dredging, sluicing or other means of obtaining metallic minerals and/or the treatment of those minerals, excluding employment within the scope of the Zinifex Rosebery (Mining) Award.

4. DATE OF OPERATION

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

5. AWARD INTEREST

- (a) The following employee organisations have an interest in this award pursuant to Section 63(10) of the *Industrial Relations Act 1984*:
- (i) The Automotive, Food, Metals, Engineering, Printing & Kindred Industries Union;
 - (ii) the Australian Workers' Union, Tasmania Branch;
 - (iii) the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia.
- (b) The following employer organisation has an interest in this award pursuant to Section 63(10) of the *Industrial Relations Act 1984*:

the Australian Mines and Metals Association (Incorporated).

- (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. SUPERSESION

This award incorporates and supersedes the Metalliferous Mining and Processing Award No 1 of 2007 (Consolidated).

7. DEFINITIONS

'Show Day' means not more than one local show day observed on an employees 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.

'Industrial Commission' means Tasmanian Industrial Commission.

'Mine operations' means operations that relate to the extraction/mining, reducing/refining and/or treatment of metallic minerals or associated functions.

MINING EMPLOYEES

'Process Operator' shall mean an employee who operates one or more of the following sections of a processing plant at a metalliferous mine including related process services, and including the operation of associated mobile plant and equipment:

- Crushing
- Grinding
- Flotation or Leaching
- Gold Room

in accordance with the grading levels specified hereunder:

'Grade 1' shall mean a Labourer or Trainee Operator engaged for a period of up to three months employment.

'Grade 2' shall mean an operator able to operate one section of plant competently.

'Grade 3' shall mean an operator able to operate two sections of plant competently.

'Grade 4' shall mean an operator able to operate three sections of plant competently.

'Grade 5' shall mean an operator able to operate four sections of plant competently or otherwise by appointment.

Mining - Underground

'Group 1' shall mean a Nipper or Labourer or Trainee Operator engaged for a period of up to three months employment.

'Group 2' shall mean a Truck Driver or a Grader Operator or a Dozer Operator or a Pump Attendant.

'Group 3' shall mean a Bogger Operator or a Shot Firer or an Excavator Operator.

'Group 4' shall mean a Drill Operator or a Remote Bogger Operator.

'Group 5' shall mean a Jumbo Operator.

Mining – Open Cut

'Mine Employee Grade 1' shall mean an employee engaged as a labourer or sampler; or production driller who is able to operate 1 type of equipment.

'Mine Employee Grade 2' shall mean a Trainee Mine Employee training to operate mobile plant or to carry out specified job functions for a period of up to the first three months of employment; or the blast crew; or a production driller able to operate 2 types of equipment.

'Mine Employee Grade 3' shall mean a trained Mine Employee who is able to operate one type of mobile plant or is able to carry out one job function; or a production driller who is able to operate more than 2 types of equipment.

'Mine Employee Grade 4' shall mean a Skilled Mine Employee who is able to:

- operate more than one type of mobile plant in a wide range of operational conditions, or to carry out more than one job function; or
- operate one type of mobile plant in a wide range of operational conditions or to carry out one job function and to have participated in site specific training in mining techniques; or
- engaged as a Shot Firer

'Mine Employee Grade 5' shall mean a multiskilled Mine Employee able to operate all mobile plant at the particular site in a wide range of operational conditions, or to carry out all job functions, or by appointment.

'Job function' shall mean a serviceperson.

'Mobile Plant' shall mean any type of equipment used in a mine, including but not limited to any type of Excavator, Shovel, Bulldozer, Scraper, Grader, Crane, Dump Truck or other forms of mobile plant excluding production drills.

'Process Services' can include any activity or associated activity at a mine which is performed by an operator.

'Laboratory Employee' may mean an employee who carries out one or more of the following tasks within a laboratory:

- Sample preparation
- Laboratory assisting
- Assaying
- Assaying/Laboratory assisting - by qualified employees

in accordance with the grading levels specified hereunder:

'Grade 1' shall mean a trainee sample preparer and laboratory assistant engaged for a period of up to three months employment.

'Grade 2' shall mean an employee able to carry out one task competently.

'Grade 3' shall mean an employee able to carry out two tasks competently.

'Grade 4' shall mean an employee able to carry out three tasks competently.

'Grade 5' shall mean an employee able to carry out four tasks competently or otherwise by appointment.

'Mine Services Employee' covers those categories of mine employees not otherwise defined and includes Utility persons, Storepersons, Riggers and crane drivers.

'Mine Services Employee Grade 1' shall mean a Trainee Mine Services Employee engaged for the first three months of employment.

'Mine Services Employee Grade 2' shall mean an Experienced Mine Services Employee employed after three months employment.

'Mine Services Employee Grade 3' shall mean an Experienced Mine Services Employee appointed, as such.

TRADES EMPLOYEES

WAGE GROUP: C14

'Engineering Employee Level I'

An Engineering Employee Level I is an employee who is undertaking up to 38 hours induction training which may include information on the enterprise, conditions of

employment, introduction to supervisors and fellow workers, training and career path opportunities, plant layout, work and documentation procedures, occupational health and safety, equal employment opportunity and quality control/assurance.

An employee at this level performs routine duties essentially of a manual nature and to the level of his/her training.

- (i) performs general labouring and cleaning duties
- (ii) exercises minimal judgement
- (iii) works under direct supervision; or
- (iv) is undertaking structured training so as to enable them to work at the C13 level.

WAGE GROUP: C13

'Engineering Employee Level II'

An Engineering Employee Level II is an employee who has completed up to three months structured training so as to enable the employee to perform work within the scope of this level.

An employee at this level performs work above and beyond the skills of an employee at C14 and to the level of his/her skills, competence and training.

- (i) Works in accordance with standard operating procedures and established criteria;
- (ii) Works under direct supervision either individually or in a team environment;
- (iii) Understands and undertakes basic quality control/assurance procedures including the ability to recognise basic quality deviations/faults;
- (iv) Understands and utilises engineering maintenance procedures.

Indicative of the set of tasks which an employee at this Level may perform are the following:

- Assembles components using basic written, spoken and/or diagrammatic instructions in an assemble environment.
- Basic soldering or butt and spot welding skills or cutting scrap with oxy-acetylene blow pipe.
- Uses selected hand tools.
- Cleans boilers.
- Maintains simple records.

- Uses hand trolleys and forklifts.
- Assists in the provision of on-the-job training in conjunction with tradespersons and supervisor/trainers.

WAGE GROUP: C12

'Engineering Employee Level III'

An Engineering Employee Level III has completed an Engineering Certificate I or equivalent training to enable him/her to perform work within the scope of this Level.

At this Level an employee performs work above and beyond the skills of an employee at C13 and to the level of his/her training.

- (i) Is responsible for the quality of his/her own work, subject to routine supervision.
- (ii) Works under routine supervision, either individually or in a team environment.
- (iii) Exercises discretion within his/her level of skills and training.

Indicative of the set of tasks which an employee at this Level may perform are the following:

- Assembles and installs pipework not involving trade skills.
- Operates engineering machines and equipment which requires exercising skills and knowledge beyond that of an employee at Level C13.
- Non-trade engineering skills.
- Basic tracing and sketching skills.
- Basic keyboard skills.
- Advanced soldering techniques.
- Operation of mobile equipment, including forklifts, hand trolleys, pallet trucks, overhead cranes and winch operation relating to engineering maintenance.
- Ability to measure accurately.
- Assists one or more tradespersons.
- Welding which requires the exercise of knowledge and skills above Level C13.
- Assists in the provision of on-the-job training in conjunction with tradespersons and supervisor/trainers.

WAGE GROUP: C11

'Engineering Employee Level IV'

An Engineering Employee Level IV is an employee who has completed an Engineering Certificate II or equivalent so as to enable the employee to perform work within the scope of this level.

An employee at this level performs work above and beyond the skills of an employee at C12 and to the level of his/her skills, competence and training.

- (i) Works from complex instructions and procedures;
- (ii) Assists in the provision of on-the-job training;
- (iii) Co-ordinates work in a team environment or works individually under general supervision;

Is responsible for assuring the quality of his/her own work.

Indicative of the set of tasks which an employee at this Level may perform are the following:

- Uses precision measuring instruments.
- Machine setting, loading and operation.
- Rigging (certificated).
- Use of tools and equipment within the scope of (basic non-trades) maintenance.
- Computer operation at a level higher than that of an employee at C12 level.
- Intermediate keyboard skills.
- Basic engineering and fault-finding skills.
- Basic quality checks on the work of others.
- Operation of a wider range of mobile equipment relating to engineering maintenance than in C12 including the possession of the necessary statutory licences and/or certificates.
- Assists in the provision of on-the-job training in conjunction with tradespersons and supervisor/trainers.

WAGE GROUP: C10

'Engineering Tradesperson Level I'

- (a) An Engineering Tradesperson Level I is an employee who holds a trade certificate or tradespersons rights certificate as an:
- (i) Engineering Tradesperson (Electrical/Electronic) - Level I;
 - (ii) Engineering Tradesperson (Mechanical) - Level I;
 - (iii) Engineering Tradesperson (Fabrication) - Level I;
 - (iv) or equivalent
- and is able to exercise the skills and knowledge of the engineering trade so as to enable the employee to perform work within the scope of this level.
- (b) An Engineering Tradesperson Level I works above and beyond an employee at C11 and to the level of his/her skills, competence and training.
- (i) Understands and applies quality control techniques;
 - (ii) Exercises good interpersonal and communications skills;
 - (iii) Exercises keyboard skills at a level higher than C11;
 - (iv) Exercises discretion within the scope of this classification level;
 - (v) Performs work under limited supervision either individually or in a team environment;
 - (vi) Operates lifting equipment incidental to his/her work;
 - (vii) Performs non-trade tasks incidental to his/her work;
 - (viii) Performs work which while primarily involving the skills of the employee's trade is incidental or peripheral to the primary task and facilitates the completion of the whole task. Such incidental or peripheral work would not require additional formal technical training;
 - (ix) Able to inspect products and/or materials for conformity with established operational standards.

WAGE GROUP: C9

'Engineering Tradesperson Level II'

- (a) An Engineering Tradesperson Level II is an:
 - (i) Engineering Tradesperson (Electrical/Electronic) - Level II; or
 - (ii) Engineering Tradesperson (Mechanical) - Level II; or
 - (iii) Engineering Tradesperson (Fabrication) - Level II:
- (b) who has completed the following training requirements:
 - (i) Three appropriate modules in addition to the training requirements of C10 level; or
 - (ii) Three appropriate modules towards a National Diploma; or
 - (iii) Three appropriate modules towards an Advanced Diploma;or equivalent.
- (c) An Engineering Tradesperson Level II works above and beyond a tradesperson at C10 and to the level of his/her skills and competence and training performs work within the scope of this level.
 - (i) Exercises discretion within the scope of this classification;
 - (ii) Works under limited supervision either individually or in a team environment;
 - (iii) Understands and implements quality control techniques;
 - (iv) Provide trade guidance and assistance as part of a work team;
 - (v) Operates lifting equipment incidental to his/her work;
 - (vi) Performs non-trade tasks incidental to his/her work.

Tasks which an employee at this level may perform are subject to the employee having the appropriate Trade and Post Trade Training to enable the particular tasks to be performed.

WAGE GROUP: C8

'Special Class Engineering Tradesperson Level I'

- (a) A Special Class Engineering Tradesperson Level I means a:
 - (i) Special Class Engineering Tradesperson (Electrical/Electronic) - Level I or

- (ii) Special Class Engineering Tradesperson (Mechanical) - Level I or
 - (iii) Special Class Engineering Tradesperson (Fabrication) - Level I;
- (b) who has completed the following training requirement:
- (i) Six appropriate modules in addition to the training requirements of C10 level or
 - (ii) Six appropriate modules towards a National Diploma or
 - (iii) Six appropriate modules towards an Advanced Diploma;
- or equivalent.
- (c) A Special Class Engineering Tradesperson Level I works above and beyond a tradesperson at C9 and to the level of his/her skills, competence and training performs work within the scope of this level.
- (i) Provides trade guidance and assistance as part of a work team;
 - (ii) Assists in the provision of training in conjunction with supervisors and trainers;
 - (iii) Understands and implements quality control techniques;
 - (iv) Works under limited supervision either individually or in a team environment;
 - (v) Operates lifting equipment incidental to his/her work;
 - (vi) Performs non-trade tasks incidental to his/her work.

The following set of tasks are indicative of what an employee at this Level may perform, subject to the employee having the appropriate Trade and Post Trade Training to enable the particular tasks to be performed:

- Exercises high precision trade skills using various materials and/or specialised techniques.
- Performs operations on a CAD/CAM (Computer Aided Drafting/Computing Aided Manufacturing) terminal in the performance of routine modifications to NC/CNC (Numerical Control/Computer Numeric Control) programme.
- Installs, repairs, maintains, tests, modifies, commissions and/or fault/finds complex machinery and equipment which utilises hydraulic and/or pneumatic principles and, in the course of such work, reads and understands hydraulic and pneumatic circuitry which controls fluid power systems.

- Works on complex or intricate circuitry which involves examining, diagnosing and modifying systems comprising interconnected circuits.

WAGE GROUP: C7

'Special Class Engineering Tradesperson Level II'

- (a) A Special Class Engineering Tradesperson Level II means a:
- (i) Special Class Engineering Tradesperson (Electrical/Electronic) - level II; or
 - (ii) Special Class Engineering Tradesperson (Mechanical) - Level II; or
 - (iii) Special Class Engineering Tradesperson (Fabrication) - Level II.
- (b) who has completed the following training requirement:
- (i) Three appropriate modules in addition to the requirements of C8 level; or
 - (ii) Nine appropriate modules towards an Advanced Certificate; or
 - (iii) Nine appropriate modules towards an Associate Diploma;
 - (iv) an AQF Level 4 National Certificate;
- or equivalent.
- (c) A Special Class Engineering Tradesperson Level II works above and beyond a tradesperson at C8 and to the level of his/her skills, competence and training performs work within the scope of this level.
- (i) Is able to provide trade guidance and assistance as part of a work team;
 - (ii) Provides training in conjunction with supervisors and trainers;
 - (iii) Understands and implements quality control techniques;
 - (iv) Works under limited supervision either individually or in a team environment;
 - (v) Operates lifting equipment incidental to his/her work;
 - (vi) Performs non-trade tasks incidental to his/her work.

The following set of tasks are indicative of what an employee at this Level may perform, subject to the employee having the appropriate Trade and Post Trade Training to enable the particular tasks to be performed:

- Works on machines or equipment which utilise complex mechanical, hydraulic and/or pneumatic circuitry and controls, or a combination thereof.

- Works on machinery or equipment which utilises complex electrical/electronic circuitry and controls.
- Works on instruments which make up a complex control system which utilises some combination of electrical, electronic, mechanical or fluid power principles.
- Applies advanced computer numerical control techniques in machining or cutting or welding or fabrication.
- Exercises intermediate CAD/CAM skills in the performance of routine modifications to programmes.
- Works on complex or intricate interconnected electrical circuits at a Level above C8.
- Works on complex radio/communication equipment.

WAGE GROUP: C6

'Advanced Engineering Tradesperson Level I'

- (a) An Advanced Engineering Tradesperson Level I means an:
- (i) Advanced Engineering Tradesperson (Electrical/Electronic) - Level I; or
 - (ii) Advanced Engineering Tradesperson (Mechanical) - Level I; or
 - (iii) Advanced Engineering Tradesperson (Fabrication) - Level I
- (b) who has completed:
- (i) 12 appropriate modules of a National Diploma; or
 - (ii) 12 appropriate modules of an Advanced Diploma;
- or equivalent.
- (c) An Advanced Engineering Tradesperson - Level I works above and beyond a tradesperson at C7 and to the level of his/her skills, competence and training performs work within the scope of this level.
- (i) Undertakes quality control and work organisation at a level higher than for C7;
 - (ii) Provides trade guidance and assistance as part of a work team;
 - (iii) Assists in the provision of training to employees in conjunction with supervisors/trainers;

- (iv) Works under limited supervision either individually or in a team environment;
- (v) Prepares reports of a technical nature on specific tasks or assignments;
- (vi) Exercises broad discretion within the scope of this level;
- (vii) Operates lifting equipment incidental to his/her work;
- (viii) Performs non-trade tasks incidental to his/her work.

PART II - EMPLOYMENT RELATIONSHIP AND ASSOCIATED MATTERS

1. CONTRACT OF EMPLOYMENT

- (a) Employment may be either casual, part time, fixed term or full time as has been specified at the time of employment or as agreed to at a later date.
- (b) Except as provided in subclause (c) hereof employment shall be by the week. An employee not specifically engaged as a casual employee shall be deemed to be employed by the week.
- (c) Casual Employees

A casual employee is one engaged to work on an irregular basis and paid as such. A casual employee for working ordinary time shall be paid per hour one thirty eighth of the weekly base rate of wage prescribed for the work which he performs plus 20%. Such amount to be payable in lieu of annual leave, holidays with pay and sick leave. The loading constitutes part of the casual employees' all purpose rate.

- (d) Part-Time Employees
 - (i) Part time employees are those person engaged to work a set number of hours or days per week. Such hours or days per week shall be less than for a full time weekly employee.
 - (ii) Before commencing part time employment the employee and employer must agree:
 - (1) upon the hours to be worked by the employee, the days upon which they will be worked and the commencing and finishing times for the work;
 - (2) upon the classification applying to the work to be performed in accordance with the classification structure in this award;
 - (3) A part time employee is entitled to be paid for the hours agreed upon in accordance with this clause;
 - (4) The terms of such agreement may be varied by consent;

The terms of this agreement or any variation to it shall be in writing and retained by the employer. A copy of the agreement and any variations to it shall be provided to the employee by the employer.
 - (iii) The terms of this award apply pro-rata to part time employees on the basis that ordinary weekly hours for full time employees are 38.
 - (iv) Where the part time employees normal paid hours fall on a Public Holiday as prescribed in Part V, Clause 6 – Holidays with Pay and work is not performed

by the employee, such employee shall not lose pay for the day. Where the employee works on the holiday, such employee shall be paid in accordance with Part V, Clause 6 – Holidays with Pay, subclauses (c) and (d) of this award.

(e) Full-Time Employees

Any employee not specifically engaged as being a part time or casual employee is for all purposes of the award a full time employees and shall be engaged by the week.

(f) Probation

The first twelve (12) weeks of employment of a new full time or part time employee will be on a probationary basis. During this period, either party may terminate the contract with twenty four (24) hours notice. Employees will be notified in writing that they are engaged on a probationary basis.

(g) Fixed Term

- (i) an employee may be engaged on a full time or part time basis for a specific period or for specific task(s).
- (ii) the details of the specific period of time or specific task(s) shall be set out in writing and retained by the employer. The employer shall provide a copy to the employee prior to or upon commencement of employment.
- (iii) An employee engaged in accordance with paragraph (i) of this subclause is for all purpose of the award a full time or part time employee.
- (iv) Service under a contract of employment for a specific period of time or specific task(s) shall form part of an employee's period of continuous service, where such employee is engaged as a full time or part time employee immediately following such contract of employment.

(h) Performance of Duties

An employer may direct an employee to carry out such duties as are within the limit of the employees recognised skill, competence and training. Such duties shall be consistent with the employers responsibility to provide a safe and healthy working environment.

(i) Termination of Employment

- (i) Employment for a full time, temporary or part time employee may be terminated by either party by the giving notice in accordance with the following table or by the payment or forfeiture of wages in lieu of notice:

Termination with Notice

Period of Employment	Amount of Notice	
	Under 45	Over 45
Up to 1 year	1 week	1 week
1-2 years	2 weeks	2 weeks
2-3 years	2 weeks	3 weeks
3-5 years	3 weeks	4 weeks
More than 5 years	4 weeks	5 weeks

- (ii) Employment for a casual employee (as defined) may be terminated at the completion of a specific task(s) or time period for which he/she was engaged or by the giving of one hours notice by either party.
- (iii) For the purpose of this clause, termination of employment shall include termination with or without notice.
- (iv) Nothing in this clause shall affect the right of the employer to dismiss an employee without notice for malingering, inefficiency, neglect of duty or misconduct, and in such cases the wages shall be paid up to the time of dismissal only.

PART III - WAGES AND RELATED MATTERS

1. WAGE RATES

An adult employee of a classification below shall be paid the minimum weekly wage of that classification set out below.

(a) Mining Employees

The Weekly Award Gross Rate is inclusive of the Mining Industry Allowance as specified in subclause 4(a) in this part of the award.

Wage Group	Relativity	Classification Title	Weekly Award Gross Rate	Hourly Rate
	%		\$	\$
(a)(i) Mining - Underground				
Group 1	81	Nipper	548.6	14.44
Group 2	96	Truck Driver Grader Operator Dozer Operator Pump Attendant	631.5	16.62
Group 3	97	Bogger Operator Shot Firer Excavator Operator	639.5	16.83
Group 4	100	Drill Operator Remote Bogger Operator	656.6	17.28
Group 5	110	Jumbo Operator	714.3	18.80
(ii) Mining – Open Cut				
Grade 1		Labourer Sampler Production Driller	608.6	16.02
Grade 2		Blast Crew Trainee-Mobile Plant Operator Serviceperson	631	16.61

	Production Driller		
Grade 3	Trained-Mobile Plant Operator Serviceperson Production Driller	648.3	17.06
Grade 4	Shot Firer Skilled Mobile Plant Operator Serviceperson	682.8	17.97
Grade 5	Multiskilled	696.3	18.32
(b) Ore Processing	Process Operator - Grade 1	600.9	15.81
	Process Operator - Grade 2	617.9	16.26
	Process Operator - Grade 3	634.4	16.69
	Process Operator - Grade 4	650.2	17.11
	Process Operator - Grade 5	682.8	17.97
(c) Laboratory	Laboratory Employee - Grade 1	600.9	15.81
	Laboratory Employee - Grade 2	617.9	16.26
	Laboratory Employee - Grade 3	634.4	16.69
	Laboratory Employee - Grade 4	650.2	17.11
	Laboratory Employee - Grade 5	682.8	17.97
(d) Mine Services Employees (MSE)	MSE - Grade 1	608.6	16.02
	MSE - Grade 2	625.2	16.45
	MSE - Grade 3	641.4	16.88

(b) Rates of Pay for Engineering Maintenance Employees

The Weekly Award Gross Rate is inclusive of the Mining Industry Allowance as specified in subclause 4(a) and the Tool Allowance as specified in subclause 4(b) in this part of the award.

Wage Group	Classification Title	Relativity	Base Rate	Mining Ind. Allow.	Weekly Award Base Rate	Tool Allow.	Weekly Award Gross Rate	Hourly Rate
		%	\$	\$	\$	\$	\$	\$
C14	Engineering Employee Level I	78	516.40	17.40	533.80	14.00	547.80	14.42
C13	Engineering Employee Level II	82	538.90	17.40	556.30	14.00	570.30	15.01
C12	Engineering Employee Level III	87.4	569.20	17.40	586.60	14.00	600.60	15.81
C11	Engineering Employee Level IV	92.4	598.30	17.40	615.70	14.00	629.70	16.57
*C10	Engineering Tradesperson Level I	100	639.90	17.40	657.30	14.00	671.30	17.67
C9	Engineering Tradesperson Level II	105	668.00	17.40	685.40	14.00	699.40	18.41
C8	Special Class Engineering Tradesperson Level I	110	696.00	17.40	713.40	14.00	727.40	19.14
C7	Special Class Engineering Tradesperson Level II	115	724.10	17.40	741.50	14.00	755.50	19.88
C6	Advanced Engineering Tradesperson Level I	125	780.20	17.40	797.60	14.00	811.60	21.36

*C10 is deemed to be the base trades level

(c) Apprenticeship Rates of Pay

- (i) Except as provided for in subclause 1(d) (adult apprentices) the minimum weekly wage and hourly rate for apprentices shall be the following:

The Weekly Award Gross Rate is inclusive of the Tool Allowance as specified in subclause 4(b) in this part of the award.

4-year Term Apprentice- ship	Relativity to C10 %	Base Rate \$	Mining Ind. Allow. \$	Total Weekly Base Rate \$	Tool Allow. \$	Weekly Award Gross Rate \$	Hourly Rate \$
First	42	268.80	17.40	286.20	5.90	292.10	7.69
Second	55	351.90	17.40	369.30	7.70	377.00	9.92
Third	75	479.90	17.40	497.30	10.50	507.80	13.36
Fourth	88	563.10	17.40	580.50	12.30	592.80	15.60

- (ii) An employee who is under 21 years of age on the expiration of his or her apprenticeship and thereafter works as a minor in the occupation to which he or she has been apprenticed shall be paid at not less than the adult rate prescribed for the classification.

(d) Adult Apprenticeship Rates of Pay

- (i) Where a person was employed by an employer under this award immediately prior to becoming an adult apprentice with that employer, such person shall not suffer a reduction in the rate of pay by virtue of becoming indentured.
- (ii) For the purpose only of fixing a rate of pay the adult apprentice shall continue to receive the rate of pay that applies to the classification or class of work specified in this award in which the adult apprentice was engaged immediately prior to entering into the contract of indenture.
- (iii) Subject to paragraph 1(c)(i) the minimum rate of pay of an adult apprentice shall be the following:

The Weekly Award Gross Rate is inclusive of the Tool Allowance as specified in subclause 4(b) in this part of the award.

Year of Apprenticeship	Relativity to C10	Base Rate	Mining Ind. Allow.	Total Weekly Base Rate	Tool Allow.	Weekly Award Gross Rate	Hourly Rate
	%	\$	\$	\$	\$	\$	\$
First	68	435.10	17.40	452.50	9.50	462.00	12.16
Second	72	460.70	17.40	478.10	10.10	488.20	12.85
Third	75	479.90	17.40	497.30	10.50	507.80	13.36
Fourth	88	563.10	17.40	580.50	12.30	592.80	15.60

(e) Minimum Wage

No employee shall be paid less than the minimum wage.

(i) Amount of Adult Minimum Wage

- (1) The minimum wage for full-time adult employees is \$546.10 per week.
- (2) 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 (i)(1) according to the number of hours worked.

(ii) 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 (ii)(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 (i)(1).

(iii) 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.

(iv) 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 sick leave, long service leave and annual leave, and for all other purposes of this award; and
- (3) 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. PAYMENT OF WAGES

- (a) Wages may be paid on a nominated day weekly, fortnightly, monthly by agreement between the employer and employee.
- (b) (i) Wages may be paid weekly, fortnightly or monthly or other arrangements as provided in subclause 2(a) above according to the actual ordinary hours worked; or
 - (ii) in the circumstances where an employee works an average of 38 hours per week, wages may be paid weekly or by fortnightly or monthly or other arrangements as provided in subclause 2(a) above according to a weekly average of ordinary hours worked even though more or less than 38 ordinary hours may be worked in any particular week of the work cycle. According to the average number of ordinary hours worked each week, fortnight or month.
- (c) All such wages, allowances and other monies due shall be paid by cash, cheque or directly into a nominated bank account.
- (d) On or prior to the employees pay day, the employer shall provide to each employee a statement of the amount of wages to which they are entitled, the amount of each deduction made, and the net amount being paid to them.
- (e) Upon termination of the employment providing appropriate notice has been given, wages due to an employee shall be paid on the day of such termination or forwarded to the employee by post on the next working day.

3. DEDUCTION OF WAGES

The employer shall be entitled to deduct payment for any day the employee cannot be usefully employed because of any strike, or through any breakdown in machinery or any stoppage of work, by any cause for which the employer cannot be reasonably held responsible.

4. ALLOWANCES

(a) Mining Industry Allowance

An all purpose allowance of \$17.40 per week will be paid to all employees. This allowance is compensation for the disabilities associated with working in the Mining Industry namely: dirt, wet, height, heat, fumes, confined space and locality.

This allowance is incorporated into all wage rates in Clause 1 – Wage Rates of this part of the award.

(b) Tool Allowance – Engineering Employees

(i) Except as provided elsewhere in this sub-paragraph engineering employees shall be paid an allowance of \$14.00 per week for supplying and maintaining tools ordinarily required in the performance of their work.

(ii) An employer can elect to provide all of the tools required by an engineering employee in the performance of their work. In such circumstances, the tool allowance shall not be payable.

(iii) This allowance shall apply to apprentices on the same percentage basis as set out in paragraph 1(c)(i) and adult apprentices as set out in paragraph 1(d)(iii) of this award.

(iv) An employer shall provide for the use of engineering employees all necessary power tools, special purpose tools, precision measuring instruments and, for sheet metal workers, snips used in the cutting of stainless steel, monel metal and similar hard metals.

(v) Engineering employees shall replace or pay for any tools supplied by their employer which are lost as a result of negligence on the part of the employee.

(c) Electrician's Licence Allowance

An engineering employee who holds and in the course of his or her duties may be required to use an Electrical Technicians Licence shall be paid an all purpose allowance of \$19.60 per week which shall be added to the base rate for the classification as prescribed in subclause 1(b).

(d) Underground Mine Work

An engineering employee working underground in a mine is entitled to an additional 12% of the Weekly Award Gross Rate for the classification as prescribed in subclause 1(b). The new rate will be applied for all purposes of this award.

(e) Meal Allowance

An employee required to work overtime for at least one and a half hours after working ordinary hours on any one day or shift shall be paid by the employer an amount of \$14.60 per meal.

PART IV - HOURS OF WORK, PENALTY PAYMENTS, SHIFT WORK AND OVERTIME

1. HOURS OF WORK

(a) Hours of Work - Day Work

- (i) The ordinary hours of work for day workers shall be 38 per week. These hours are to be worked as an average of 38 per week within a 28 day cycle, or any other work cycle during which a weekly average of 38 ordinary hours are worked as may be agreed between the employer and employee in accordance with Part IV, Clause 5 – Facilitative Provisions of this award.
- (ii) The ordinary hours of work may be worked on any day of the week (Monday - Friday inclusive) and shall be continuous (except for meal breaks) between the hours of 6.00am and 6.00pm.
- (iii) The spread of hours or daily hours prescribed in paragraphs (i) and (ii) above may be altered by agreement between the employer and employees affected by such change.
- (iv) Meal breaks shall be for a period of not less than 30 minutes and shall not be paid.

(b) Rostered Days Off

Notwithstanding provisions contained elsewhere in the award and in accordance with the provisions of Part IV, Clause 5 – Facilitative Provisions of this award, the employer and the majority of employees at an enterprise may agree to establish a system of Rostered Days Off to provide that:

- (i) An employee may elect, with the consent of the employer, to take a rostered day off at any agreed time.
- (ii) An employee may elect, with the consent of the employer, to take rostered day off in part day amounts.
- (iii) An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon by the employee at times mutually agreed by the employer, or subject to the reasonable notice by the employee of the employer.
- (iv) An employee or the employees may choose to request a union party to this award to represent their interests in negotiation referred to in paragraph (i) of this subclause.
- (v) Once a decision has been taken to introduce an enterprise system of RDO flexibility, in accordance with this clause, its terms must be set out in the time and wages records kept pursuant to Regulation 25 of the Industrial Regulations 1993.

(vi) An employer shall record RDO arrangements in the time and wages book each time this provision is used.

(c) Make Up Time

Notwithstanding provisions elsewhere in the award and in accordance with the provisions of Part IV, Clause 5 – Facilitative Provisions of this award, the employer and the majority of employees at an enterprise may agree to establish a system of make up time provided that:

- (i) An employee may elect, with the consent of the employer, to work 'make up time' under which the employee takes time off during ordinary hours, and works these hours at a later time, during the spread of ordinary hours provided in the award.
- (ii) An employee on shift work may elect, with the consent of their employer, to work 'make up time' under which the employee takes time off ordinary hours and works those hours at a later time, at the shift work rate which would have been applicable to the hours taken off.
- (iii) An employee or the employees may choose to request a union party to this award, to represent their interests in negotiation referred to in paragraph (i) of this subclause.
- (iv) Once a decision has been taken to introduce an enterprise system of make up time, in accordance with this clause, its terms must be set out in the time and wages records kept pursuant to Regulation 25 of the Industrial Relations Regulations 1993.
- (v) An employer shall record make up time arrangements in the time and wages book each time this provision is used.

2. HOLIDAYS AND WEEKEND WORK

- (a) Day workers and non-continuous shift workers required to work the holidays prescribed in Part V, Clause 5 - Holidays with Pay shall be paid at the rate of double time and a half for all hours worked on such holiday.
- (b) The minimum rate to be paid to continuous shift workers for work performed during ordinary hours shall be as follows:
 - (i) On Saturday - time and one half.
 - (ii) On Sunday and Public Holidays - double time.

The extra rates prescribed by this clause are payable only during the employees ordinary working hours and are not cumulative on any penalty rates prescribed elsewhere within this award.

By agreement between the employer and employee time off in lieu at the equivalent penalty rate may be granted in lieu of the above penalties.

3. SHIFT WORK

(a) Definitions

For the purposes of this clause:

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

'Continuous work' means work carried on with consecutive shifts of employees throughout the 24 hours of each of at least 6 consecutive days.

'Night shift' means any shift finishing subsequent to midnight and at least before 8.00am.

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

(b) Hours of work – Continuous Shift Workers

(i) Subject to paragraph (ii) of this subclause the ordinary hours of continuous shift workers are to average 38 hours per week inclusive of meal breaks and are not to exceed 152 hours in 28 consecutive days. Continuous shift workers are entitled to a 20 minute meal break on each shift which shall be counted as time worked.

(ii) By agreement between the employer and the majority of employees a roster system may operate on the basis that the weekly average of 38 ordinary hours is achieved over a period which exceeds 28 days but does not exceed 12 months.

(iii) Except at regular change-over of shifts, an employee shall not be required to work more than one shift in each 24 hours.

(c) Hours of work – Non-Continuous

(i) Subject to paragraph (ii) of this subclause the ordinary hours of non-continuous shift workers are to be an average of 38 hours per week and must not exceed 152 hours in 28 consecutive days

(ii) By agreement between the employer and the majority of employees a roster system may operate on the basis that the weekly average of 38 ordinary hours is achieved over a period which exceeds 28 days but does not exceed 12 months.

- (iii) The ordinary hours of work are to be worked consecutively except for meal breaks which are set at the discretion of the employer, but shall be no later than 5 hours from the commencement of each shift.
 - (iv) Except at regular change-over of shifts, an employee shall not be required to work more than one shift in each 24 hours.
- (e) Shift Allowance
- (i) An employee, whilst on afternoon or night shifts, shall be paid 15% more than the ordinary rates for such shifts.
 - (ii) An employee who works on an afternoon or night shift which does not continue:
 - (1) for at least five consecutive afternoon or night shifts or six successive afternoon or night shifts in a six day workplace (where no more than eight ordinary hours are worked on each shift) or
 - (2) for at least 38 ordinary hours (where more than eight hours are worked on each shift and the shift arrangement is in accordance with subclause (b) of this clauseshall be paid for each shift 100% for the remaining hours in addition to his/her ordinary rate of pay.
 - (iii) An employee who:
 - (1) during the period of engagement on shift work, works night shift only, or
 - (2) remains on night shift for a period longer than four consecutive weeks, or
 - (3) works on night shift which does not rotate or alternate with another shift or day work so as to give him/her at least one third of his/her working time off night shift in each cycleshall during such engagement period or cycle be paid 30% more than his/her ordinary rate for all time worked during ordinary hours on such night shift.

4. OVERTIME

(a) Day Workers

For work done outside of ordinary hours as prescribed by this award the rate of pay shall be double time.

(b) Shift Workers

Shift workers for all time worked in excess of or outside the ordinary working hours prescribed by this award shall:

- (i) if employed on continuous work be paid at the rate of double time; or
- (ii) if on other shiftwork be paid at the rate of double time, except in each case when the time worked is;
 - (1) by arrangement between the employees themselves;
 - (2) for the purpose of effecting the customary rotation of shifts;
 - (3) on a shift to which an employee is transferred on short notice as an alternative to standing the employee down in circumstances which would entitle the employer to deduct payment for a day in accordance with Part III, Clause 3 – Deduction of Wages.

Overtime rates prescribed by this subclause are to be computed on the ordinary rates of pay and are not cumulative on the rates prescribed in Part IV, Clause 2 - Holiday and Weekend Work.

(c) General

- (i) Subject to paragraph (ii) below an employer may require an employee to work reasonable overtime at overtime rates.
- (ii) 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:
 - (1) any risk to employee health and safety;
 - (2) the employee's personal circumstances including any family responsibilities;
 - (3) the needs of the workplace or enterprise;
 - (4) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - (5) any other relevant matter.
- (iii) By agreement between the employer and employee time off in lieu at the equivalent penalty rate may be granted in lieu of the penalties prescribed by this clause.

(iv) Rest Period After Overtime

When overtime is necessary it shall wherever reasonably practicable be arranged so that employees have at least 10 consecutive hours off duty between the work of successive days.

An employee who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day, that the employee did not have at least 10 consecutive hours off duty between those times, shall subject to this subclause be released after completion of such overtime until the employee has had 10 consecutive hours off duty without loss of pay for ordinary work occurring during such absence.

If on the instructions of the employer such an employee resumes or continues work without having had such 10 consecutive hours off duty the employee shall be paid appropriate overtime rates until released from duty for such 10 hour period without loss of pay for ordinary working time occurring during such absence.

(v) Call Back

An employee recalled to work overtime after leaving the employers business premises (whether notified before or after leaving the premises) shall be paid for a minimum of four hours work at the appropriate overtime rate for each time the employee is recalled.

This subclause shall not apply in cases where it is customary for an employee to return to the employers premises to perform a specific job outside ordinary working hours, or where the overtime is continuous with the completion or commencement of ordinary working time.

Overtime worked in the circumstances of a Call Back shall not be regarded as overtime for the purpose of paragraph (iv) (Rest Period after Overtime) of this clause where the actual time worked is less than three hours on such recall, or on each of such recalls.

(d) Time Off in Lieu of Payment

Notwithstanding provisions elsewhere in the award and in accordance with the provisions of Part IV, Clause 5 – Facilitative Provisions of this award, the employer and the majority of employees at an enterprise may agree to establish a system of time off in lieu of overtime provided that:

- (i) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer.
- (ii) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked (unless otherwise provided elsewhere in the award).

- (iii) An employer shall, if requested by an employee, provide payment at the rate provided for the payment of overtime as prescribed in Part IV, Clause 2 – Holidays and Weekend Work and Part IV Clause 4 - Overtime of this award, for any overtime worked under this subclause where such time has not been taken within four weeks of accrual.
- (iv) An employee or the employees may choose to request a union party to this award, to represent their interests in negotiation referred to in paragraph (i) of this subclause.
- (v) Once a decision has been taken to introduce an enterprise system of time off in lieu, in accordance with this clause, its terms must be set out in the time and wages records kept pursuant to Regulation 25 of the Industrial Relations Regulations 1993.
- (vi) An employer shall record time off in lieu arrangements in the time and wages book each time this provision is used.

5. FACILITATIVE PROVISIONS

Definitions:

'Commission' shall mean the Tasmanian Industrial Commission.

'Relevant Union' shall mean an organisation of employees in respect of whom award interest has been determined in respect to this award, provided that the union has one or more members employed by the employer to perform work in the relevant enterprise or workplace.

- (a) At each enterprise or workplace, consultative mechanisms and procedures shall be established comprising representatives of the employer and employees. The relevant union shall be entitled to be represented.
- (b) The particular consultative mechanisms and procedures shall be appropriate to the size, structure and needs of the enterprise or workplace.
- (c) The purpose of the consultative mechanisms and procedures is to facilitate the efficient operation of the enterprise or workplace according to its particular needs and in respect to this awards operation in the following identified matters:
 - (i) Part IV Clause 1 - Hours of Work
 - (ii) Part IV Clause 3 - Shift Work
 - (iii) Part IV Clause 4 - Overtime
 - (iv) Part V Clause 1 - Annual Leave

- (d) Where agreement is reached at an enterprise or workplace through such consultative mechanisms and procedures, and where giving effect to such agreement requires this award, as it applies at the enterprise or workplace, to be varied, an application to vary shall be made to the Commission. The agreement shall be made available in writing to all employees at the enterprise or workplace and to the relevant union, prior to the application being made to the Commission.
- (e) Where this award is varied to give effect to an agreement made pursuant to this clause, the variation shall become a schedule to this award and the variation shall take precedence over any provision of this award to the extent of any expressly identified inconsistency.
- (f) The agreement must meet the following requirements to enable the Commission to vary this award to give effect to it:
 - (i) that the purpose of the agreement is to make the enterprise or workplace operate more efficiently according to its particular needs;
 - (ii) that a majority of the employees covered by the agreement genuinely agree to it.

PART V - LEAVE AND HOLIDAYS WITH PAY

1. ANNUAL LEAVE

(a) Period of Leave

- (i) On completion of each 12 months continuous service employees, other than employees engaged as casual employees, shall be entitled to a minimum of 152 hours (4 weeks) of paid annual leave per annum.
- (ii) In addition to the leave provided for in paragraph (i) above, seven day shift workers, that is shift workers who are rostered to work regularly on Sundays and holidays, shall be allowed an additional seven consecutive days leave including non-work days. Where an employee with 12 months continuous service is engaged for part of the 12-monthly period as a seven day shift worker, that employee is entitled to have the period of leave prescribed in paragraph (i) above increased by half a day for each month he/she is continuously engaged as a seven day shift worker.

(b) Time of Taking Leave

Annual leave shall be taken within a period not exceeding 24 months from the date when the right to annual leave accrued. The time of taking leave shall where possible be by agreement between the employer and employee. Failing such agreement the employer shall determine the time of taking leave. At least four weeks notice shall be given to the employee that his or her annual leave is to be taken. Employees may be required to take leave during shut down periods.

(c) Payment for Period of Leave

- (i) Each employee, before going on leave shall be paid the amount of wages he/she would have received in respect of ordinary time which he/she would have worked had he/she not been on leave during the relevant period, this includes any allowance as prescribed in this award that would have normally been paid.
- (ii) During a period of annual leave an employee shall receive a loading calculated on the rate of wages prescribed for in paragraph (i) above. The loading shall be as follows:
 - (1) Day workers - An employee who would have worked on day work only had he not been on leave, a loading of 17.5%.
 - (2) Shift Workers - An employee who would have worked on shift work had he not been on leave shall be paid a loading of 17.5% on the classification rate and allowances, or the shift loadings he would have received but for the leave, whichever is the greater amount.

(d) Proportionate Leave on Termination of Service

On termination of employment, employees will be entitled to payment of accrued and pro-rata annual leave on completed months of service at their ordinary time earnings.

(e) Calculation of Continuous Service

For the purpose of this clause and subject to this subclause service is deemed to be continuous notwithstanding any interruption on account of any absence taken by the employee pursuant to the provisions of this award or by the leave of the employer.

Any absence from work on account of personal sickness or accident in calculating the period of 12 months continuous service to the extent of 90 days shall be deemed to be part of the period of continuous service.

(f) Broken Leave

Annual leave shall be taken in a continuous period provided that when the employer and employee agree, leave may be taken in more than one period, provided that the employee shall have at least one break of 76 hours.

(g) Annual Leave Exclusive of Public Holidays

Should any of the holidays mentioned in Part V, Clause 5 - Holidays with Pay of this award, fall during an employees annual leave, there shall be added to that leave an additional day or days for each such holiday so falling.

(h) Single Day Absences

Notwithstanding provisions elsewhere in the award and in accordance with the provisions of Part IV, Clause 5 – Facilitative Provisions of this award, the employer and the majority of employees at an enterprise may agree to establish a system of single day annual leave absences provided that:

- (i) An employee may elect, with the consent of the employer, to take annual leave in single day periods or part of a single day not exceeding a total of five days in any calendar year at a time or times agreed between them.
- (ii) Access to annual leave, as prescribed in paragraph (i) above, shall be exclusive of any shutdown period provided for elsewhere under this award.
- (iii) An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.
- (iv) An employee or the employees may choose to request a union party to this award, to represent their interests in negotiations referred to in paragraph (i) of this subclause.

- (v) Once a decision has been taken to introduce an enterprise system of single day annual leave, in accordance with this clause, its terms must be set out in the time and wages records kept pursuant to Regulation 25 of the Industrial Relations Regulations 1993.
- (vi) An employer shall record these short term annual leave arrangements in the time and wages book.

2. BEREAVEMENT LEAVE

(a) Paid Leave Entitlement

An employee shall on the death of a spouse, father, mother, child, step-child, brother, sister, mother-in-law, father-in-law, stepmother, stepfather, grandfather, grandchild, 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 shall be without loss of pay not exceeding three ordinary working days, provided that no payment shall be made in respect of an employees rostered leisure days off, annual leave or other period of leave entitlement.

Proof of such death in the form of a Death Notice or written evidence shall be provided by the employee to the satisfaction of the employer.

(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. Casual employees are 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. 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 months 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 care-giver 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) 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.

(I) 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 (I)(i)(1).

4. PERSONAL LEAVE

The provisions of this clause apply to an employee, other than one engaged as a casual employee. The entitlements of casual employees are set out in subclause (i) – Casual Employees – Caring Responsibilities.

(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) An employee, other than an employee engaged as a casual employee, who is absent from work on account of personal illness or on account of injury by accident shall be entitled to leave of absence without deduction of pay.
 - (iii) A full time employee shall be entitled to 76 hours paid personal leave for each year of service.

PROVIDED that during the first three months of employment, personal leave shall accrue on the basis of 6.33 hours for each completed calendar month of service with the employer.
 - (iv) Personal leave shall accumulate from year to year so that any balance of the period specified in paragraph (b)(iii) of this clause which has in any year not been taken by an employee shall be credited to the employee and, subject to the conditions hereinbefore prescribed, shall be available to the employee in a subsequent year.
- (c) 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.
- (d) 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.

(e) Employee Must Give Notice

The employee shall, as soon as possible and where practicable within one hour of the commencement of the employees normal working day, inform the employer of his 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 absence.

(f) Evidence Supporting Claim

- (i) The employee 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.

(g) 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.

(h) 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 (e) and (f) are met.

(i) Casual Employees – Caring Responsibilities

Subject to the evidentiary and notice requirements in subclauses (e) and (f), 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. Casual employees are 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.

5. HOLIDAYS WITH PAY

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

New Years Day, Australia Day, Hobart Regatta Day (South of Oatlands), Labour Day, Good Friday, Easter Monday, Anzac Day, Queens Birthday, Show Day (as defined), Recreation Day (where Hobart Regatta Day is not observed), Christmas Day and Boxing Day.

- (b) Payment for the holidays mentioned in subclause (a) which are taken and not worked, shall be at the normal rate of pay which would have applied to the employee concerned, when, if it were not for such holiday, the employee had been at work.
- (c) For all time on duty for day workers or non-continuous shiftworkers on any of the holidays mentioned in paragraph (a) above, payment shall be made at the rate of double time and a half.
- (d) By genuine agreement, between an employer and an employee, an alternative day may be observed in lieu of any of the holidays specified in subclause (a).
- (e) Part time employees are only entitled to the above paid holidays they are rostered to work on those days.

PART VI - CONSULTATION AND DISPUTE RESOLUTION

1. SETTLEMENT OF DISPUTES AND GRIEVANCES

- (a) It is the employer's objective that all employees receive fair and honest treatment regarding their concerns or grievances.
- (b) Should a grievance or dispute arise between the employer and the employee, the parties will confer in good faith with a view to resolving the matter on site.
- (c) Should any matter arise which gives cause for concern to the employee, the matter should be brought to the attention of the immediate supervisor. The employee may involve an employee/union representative, if requested.
- (d) If the matter is not settled within a reasonable period it shall be brought to the attention of the most senior site Manager.
- (e) Should there be no resolution of the matter within a further reasonable period either party shall have the right to have the matter submitted to the Tasmanian Industrial Commission for conciliation and/or arbitration.
- (f) At all stages of the process, work shall continue uninterrupted, without stoppage, ban or limitation in accordance with the established custom and practice at the workplace.

PART VII - OCCUPATIONAL HEALTH AND SAFETY, TOOLS AND AMENITIES

1. MEDICAL EXAMINATIONS

- (a) Employee's are required to undertake such medical tests as are necessary and appropriate to ensure suitability and fitness for required duties prior to the commencement of employment. The employer may also require employees to undergo a post-employment medical.
- (b) The employer may also require the employee to undergo medical tests during the course of employment.
- (c) The costs of medical examinations required by the employer will be met by the employer.
- (d) Information obtained through such medical examination will remain confidential.

2. SAFETY

The employer and employees shall comply with all relevant Acts, Regulations and other Codes of Practice and Company safety policy, including, without limitation, requirements to wear hard hats, adequate footwear and safety clothing (as supplied by the employer), whilst in areas requiring such equipment. The employer and employees shall strongly endeavour to maintain good housekeeping and zero lost time accidents, in order not to endanger the safety of any (other) employee/person.

3. PERSONAL BELONGINGS

- (a) Employee's personal belongings held on the employer's premises or in transit shall not be the responsibility of the employer in terms of safekeeping nor are such belongings covered by Company insurances.
- (b) The employer shall provide to all employees suitable storage for personal belongings. Such storage shall be secure.

4. PROTECTIVE CLOTHING

- (a) The employer shall provide free of charge any protective clothing required by an employee for a particular task.
- (b) The employer shall provide free of charge adequate detergents and solvents for the removal of dirt, grease and similar substances from the employees person.

(c) Each employee shall be issued with the following protective clothing:

- 1 pair of gumboots
- 2 pair of overalls
- 2 shirts
- 1 pair of safety boots
- 1 safety helmet
- 1 high visibility vest

5 AMENITIES

The employer shall provide the following:

- (a) Potable hot and cold water for employees
- (b) a lunch room with suitable tables, seating, facilities for washing eating utensils, coffee, tea, sugar and milk
- (c) a locker for each employee
- (d) shower facilities
- (e) washing and sanitary conveniences which are kept in a clean and hygienic condition
- (f) refrigerated food storage, cooking and warming facilities.

PART VIII - AWARD COMPLIANCE AND UNION RELATED MATTERS

1 RIGHT OF ENTRY

An official of a Union with award interest in this award shall have the right to enter the employers premises in accordance with the provisions of section 77 of the *Tasmanian Industrial Relations Act 1984*.

2 JOB REPRESENTATIVE

An employee who is appointed or elected to the position of job representative shall be recognised as such by the employer and shall be allowed all reasonable time without loss of pay during working hours to attend to industrial matters on site or to attend hearings and conferences before an appropriate industrial tribunal, provided that such matters, hearings and conferences relate to the job representatives employer.

3 POSTING OF AWARD

The employer shall cause a copy of this award and all variations thereto to be exhibited in a prominent position.

4 NOTICE BOARD

The employer shall provide notice boards of reasonable dimensions which shall be for the exclusive use of the Union to display notices to employees.

Tim Abey
COMMISSIONER

24 July 2008