

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

METAL AND ENGINEERING INDUSTRY AWARD

ORDER BY CONSENT

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

AMEND THE **METAL AND ENGINEERING INDUSTRY 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 "Metal and Engineering Industry Award".

2. INDEX

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3. SCOPE

This award is established in respect of the Metal and Engineering Industry. For the purposes of this clause, '**Metal and Engineering Industry**' shall mean every operation process or function carried on in connection with or incidental to any of the following:

1. Mechanical and electrical engineering.
2. Smithing.
3. Boilermaking, and erection and/or repairing thereof.
4. Bridge and girder fabrication.
5. Steel fabrication.
6. Welding.
7. Tool, die, gauge and mould making.
8. Sheet metal working.
9. Metal moulding.
10. Die-casting.
11. Stove making and repairing.
12. Agricultural implement making and repairing.
13. Metal pressing and stamping.
14. Porcelain enamelling.
15. Manufacture of porcelain enamels, oxides, glazes and similar materials.
16. Metal machining.
17. Iron working.
18. Iron and steel pipe making and fabrication.
19. Metal window frame making and repairing.
20. Safe and strong-room making and repairing.
21. The manufacture, erection and installation, maintenance and repair of all forms of electrical machinery, apparatus and appliances, including valve and globe manufacturing.
22. Manufacturing, maintaining and repairing of radio, telephone and X-ray equipment.
23. Manufacture of insulation materials and articles.
24. Wet and dry battery manufacturing and repairing.
25. The drawing and insulation of wire for the conducting of electricity.
26. The manufacture and repair of recording, measuring and controlling devices for electricity, fluids, gases, heat, temperature, pressure, time etc.
27. The production by mechanical means of industrial gases (other than coal gas).
28. The making of canisters, drums and other metallic containers.
29. Galvanising, tinning and pickling.
30. Electroplate ware manufacturing.
31. Electroplating of all types.
32. Processing of metals, such as sheradizing and bonderizing.
33. Lift and elevator making, repairing and maintenance.
34. Melting and smelting of metals.
35. The manufacture of bolts, nuts, screws, rivets, washers and similar articles.
36. The manufacture of bright steel bars, rods and shafting.
37. Making, manufacture, installation, maintenance and repair of jewellery, watches and clocks including cases.
38. Maintenance and repair of scales and machines for measuring mass and equipment.
39. Japanning, enamelling and painting of metallic articles.

40. Hand and machine engraving.
41. Badge and name-plate manufacturing, including chemical engraving.
42. Manufacture, testing and repair of water fittings.
43. Manufacture of ceramic articles for use in the metal trades industries.
44. Engine driving in all its branches which is incidental to the metal and engineering industry.
45. Sorting, packing, despatching, distribution and transport in connection with any of the foregoing.

PROVIDED that the terms of this award shall not be construed in any manner to limit or affect the scope clause of any other award of the Tasmanian Industrial Commission.

4. DATE OF OPERATION

This award shall come into operation from 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 under Section 63(10) of the *Industrial Relations Act 1984*:
 - (i) the Association of Professional Engineers, Scientists and Managers, Australia,
 - (ii) the Australian Municipal, Administrative, Clerical and Services Union,
 - (iii) the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union,
 - (iv) the Australian Workers' Union, Tasmania Branch, and
 - (v) the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia.
- (b) 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.
- (c) 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.
- (d) Unless otherwise specified, this award shall have application to and be binding upon:

- (i) all employers (whether members of an organisation set out in this clause or not) who are engaged in the industry specified in Part I - APPLICATION AND OPERATION OF THE AWARD, Clause 3 - Scope, and
- (ii) all employees (whether members of an organisation set out in this clause or not) for whom classifications appear in this award and who are engaged in the industry specified in Part I - APPLICATION AND OPERATION OF THE AWARD, Clause 3 - Scope.

6. SUPERSESSION

This award incorporates and supersedes the Metal and Engineering Industry Award No. 1 of 2007 (Consolidated).

7. DEFINITIONS

'Gross Vehicle Mass' means:

- (a) in the case of an articulated truck or heavy trailer combination:

the maximum permissible mass (whether described as the gross train mass or otherwise) for the motor vehicle and the trailer(s) or semi-trailer(s) attached to it, together with the load carried on each, as stated in any certificate that is issued in respect of the motor vehicle by the relevant authority or by the corresponding authority of another State or Territory or that is required by law to be painted or displayed on the motor vehicle; and

- (b) in any other case:

the maximum permissible mass (whether described as the gross train vehicle mass or otherwise) for the motor vehicle and its load (but excluding any trailer and its load) as stated in a certificate of registration or other certificate that is issued in respect of the motor vehicle by the relevant authority or by the corresponding authority of another State or Territory or that is required by the law to be painted or displayed on the motor vehicle.

'Or equivalent' means:

- (i) Any training delivered by a registered provider (eg TAFE), recognised by the Tasmanian State Training Authority which has been endorsed as equivalent to an accredited course which the Manufacturing Engineering and Related Services Industry Training Advisory Body (MERSITAB) or by the Tasmanian Automotive, Engineering and Manufacturing Industry Training Board (TAEMITB) recognises for this level. This can include advanced standing through recognition of prior learning and/or overseas qualifications.

OR

- (ii) Where competencies meet the requirements set out in the MERSITAB competency standards in accordance with the National Metal and Engineering Competency Standards Implementation Guide.

'Ordinary Time Earnings' shall include an employee's classification rate, over award payments, shift loading, casual loading and any permanent all purpose work related allowances but shall exclude overtime payments, annual leave loading, annual or long service leave payments on termination and allowances paid as a reimbursement of expenses.

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

PART II - EMPLOYMENT RELATIONSHIP AND ASSOCIATED MATTERS

1. CONTRACT OF EMPLOYMENT

(a) General

- (i) Upon commencing work with an employer, all employees shall be classified at a level prescribed in Part III - WAGES AND RELATED MATTERS, Clause 1 - Wage Rates of this award.
- (ii) Further, all employees prior to the commencement of duties shall be provided with advice in writing, of the classification level to which they have been appointed, upon which they shall remain and be paid the wage thereof until reclassified. Further advice in writing will be issued by the employer if an employee is reclassified.

An employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this award provided that such duties are not designed to promote de-skilling.

This provision does not deny such employees any award entitlement which might be applicable for performing work of a higher classification; nor does the provision enable the employer to pay an employee at a rate lower than the employee's substantive classification for performing work of a lower classification.

(b) Full-Time Employees

- (i) Full-time employee means any person who is engaged on an ongoing full-time basis on one of the work cycles described in Part V - Hours of Work, Penalty Payments and Overtime, Clause 1 - Hours of Work, subclause (a).
- (ii) Full-time employees shall be engaged by the week.

(c) Part-Time Employees

- (i) Part-time employee means any 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) Part-time employees engaged to work 20 or more hours per week shall be entitled to the annual leave, holidays with pay and personal leave as prescribed in Part VI - Leave and Holidays with Pay, Clause 1 - Annual Leave, Part VI - Leave and Holidays with Pay, Clause 3 - Holidays with Pay and Part VI - Leave and Holidays with Pay, Clause 5 - Personal Leave, provided that payment therefore shall be made at the rate normally paid to such employees for a similar period of time worked.

The wage rates payable per hour shall be one thirty-eighth of the relevant weekly wage rate.

- (iii) Part-time employees engaged to work less than 20 hours per week shall be paid per hour one thirty-eighth of the weekly rates prescribed for the work he or she performs. In addition thereto such employees shall receive 20 percent of the ordinary hourly rate in respect of each hour for which he or she is paid; such additional amount to be payment in lieu of annual leave, personal leave and holidays with pay as prescribed in Part VI - LEAVE AND HOLIDAYS WITH PAY, Clause 1 - Annual Leave, Part VI - LEAVE AND HOLIDAYS WITH PAY, Clause 3 - Holidays with Pay and Part VI - LEAVE AND HOLIDAYS WITH PAY, Clause 5 - Personal Leave.
 - (iv) The hours per day or days per week may be varied if there is agreement between the employer and the employee.
- (d) Casual Employees
- (i) Casual employee means any person who is employed on an irregular basis to perform a specific task(s) over a defined time period. At the completion of such period and/or task(s) the contract of employment shall be deemed to be terminated.
 - (ii) For a casual employee written advice as prescribed in subclause (a) paragraph (ii) of this clause shall in addition clearly state that the employee is engaged as a casual employee.
 - (iii) The employer shall, at the time of engagement, advise the employee, to the best of the employer's ability, of the period over which they expect to be able to offer ongoing availability of work on an irregular basis and shall regularly review and update this position with the employee as changes occur.
 - (iv) Where it is the intention of the employer not to re-engage the employee referred to in subclause (d) paragraph (iii) hereof when work becomes available, the employer shall notify the employee in writing of such intention as soon as the decision is made.
 - (v) A casual employee for working ordinary time shall be paid per hour one thirty-eighth of the ordinary weekly rates prescribed for full-time employees engaged at the equivalent classification level for the work performed, plus 25 percent. Such additional amount to be payable in lieu of annual leave, holidays with pay and personal leave as prescribed in Part VI - LEAVE AND HOLIDAYS WITH PAY, Clause 1 - Annual Leave, Part VI - LEAVE AND HOLIDAYS WITH PAY, Clause 3 - Holidays with Pay and Part VI - LEAVE AND HOLIDAYS WITH PAY, Clause 5 - Personal Leave.

(e) Termination of Employment

- (i) Employment for a full-time employee may be terminated only by the giving of one weeks notice by either party or by the payment or forfeiture of one weeks wages as the case may be.
- (ii) Employment for a casual employee shall be terminated at the completion of the 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 wilful misconduct or neglect of duty.

PART III - WAGES AND RELATED MATTERS

1. WAGE RATES

Subject to any exceptions which may be prescribed elsewhere in this Award an adult employee whose classification is detailed in the table below shall be paid the respective weekly wage rate assigned to that classification. This classification table shall be read in conjunction with the Classification Descriptors as prescribed in Part III - WAGES AND RELATED MATTERS, Clause 9 Classification Descriptors, of this award.

Wage Group Level	Base Rate Relativity	Base Rate	Safety Net Adjustment	Weekly Wage Rate
	%	\$	\$	\$
LEVEL C14 Engineering/Production Employee Level I (as defined) Admin/Clerical Employee (Adult Entry Point as defined)	78.00	325.40	220.70	546.10
LEVEL C13 Engineering/Production Employee Level II (as defined)	82.00	342.10	220.70	562.80
LEVEL C12 Engineering/Production Employee Level III (as defined)	87.40	364.60	220.70	585.30
LEVEL C12(a) Admin/Clerical Employee Grade 1 (as defined)	90.00	375.50	220.70	596.20
LEVEL C11 Engineering/Production Employee Level IV (as defined)	92.40	385.50	220.70	606.20
LEVEL C11(a) Admin/Clerical Employee Grade 2 (as defined)	95.00	396.30	220.70	617.00
LEVEL C10 Engineering Tradesperson Level I (as defined)				
Engineering/Production Employee Level V (as defined)	100.00	417.20	222.70	639.90

Admin/Clerical Employee
Grade 3 (as defined)

LEVEL C9

Engineering Technician
Level I (as defined)

Engineering Tradesperson
Level II (as defined) 105.00 438.10 222.70 660.80

Admin/Clerical Employee
Grade 4 (as defined)

LEVEL C8

Engineering Technician
Level II (as defined)

Engineering Tradesperson
Special Class Level I (as
defined) 110.00 458.90 222.70 681.60

Admin/Clerical Employee
Grade 5 (as defined)

LEVEL C7

Engineering Technician
Level III (as defined)

Engineering Tradesperson
Special Class Level II (as
defined)

Admin/Clerical Employee
Grade 6 (as defined) 115.00 479.80 220.70 700.50

LEVEL C7(a)

Admin Clerical Employee
Grade 7 (as defined)

120.00 500.60 220.70 721.30

LEVEL C6

Engineering Technician
Level IV (as defined)

Advanced Engineering
Tradesperson Level I (as
defined)

Professional Scientist
Level IA (as defined) 125.00 521.50 220.70 742.20

LEVEL C5 Engineering Technician Level V (as defined) Advanced Engineering Tradesperson Level II (as defined) Professional Engineer Level I (as defined) Professional Scientist Level IB (as defined)	130.00	542.40	220.70	763.10
LEVEL C4 Engineering Associate Level 1 (as defined)	135.00	563.20	220.70	783.90
LEVEL C3 Engineering Associate Level II (as defined)	145.00	604.90	220.70	825.60
LEVEL C2(a) Leading Technical Officer (as defined) Principal Engineer (as defined) Trainer/Supervisor/ Co-ordinator (as defined)	150.00	625.80	220.70	846.50
LEVEL C2(b) Principal Technical Officer (as defined) Professional Engineer Level II (as defined) Professional Scientist Level II (as defined)	160.00	667.50	216.70	884.20
LEVEL C1(a) Professional Engineer Level III (as defined) Professional Scientist Level III	180.00	751.00	216.70	967.70
LEVEL C1(b) Professional Engineer Level IV (as defined) Professional Scientist Level IV (as defined)	210.00	876.10	216.70	1092.80

Trainer/Supervisor/Co-Ordinator

Level 1 - 122% of the highest rate paid to those supervised.
Level 2 - 115% of the highest rate paid to those supervised.

Trainer/Supervisor/Co-Ordinator - Technical

Such an employee so classified shall receive not less than 107 percent of the rate of pay applicable to the employee's technical classification.

2. PIECE-WORK

(a) Full-time employees, part-time employees and casual employees may be required by the employer to work on piece-work rates.

PROVIDED that where an employer so requires an employee to work on piece-work rates then that employee shall earn at least 20 percent above their prescribed hourly or weekly rates.

(b) Where the employer and employee agree to work on piece-work rates then the rate may be fixed by agreement.

3. ENGINEERING/PRODUCTION/JUNIORS - UNAPPRENTICED

The minimum weekly wage rate to be paid to unapprenticed juniors in occupations for which apprenticeship is not provided by this award shall be the undermentioned percentages of the Weekly Wage Rate for Level C13, Engineering/Production Employee - Level II adjusted to the nearest 10 cents:

Years of Age	%
17 years of age and under	57.80
18 years of age	68.30
19 years of age	82.50
20 years of age	97.70

4. ADMINISTRATIVE/CLERICAL JUNIOR EMPLOYEES

The minimum weekly wage rate to junior clerical employees shall be the undermentioned percentages of the sum of the Base Rate column and Safety Net Adjustment of Level C10, Administrative/Clerical Employee, Grade 3 (as defined) adjusted to the nearest ten cents.

Years of Age	%
Under 16 years of age	35.53
16 to 17 years of age	43.53
17 to 18 years of age	47.94
18 to 19 years of age	57.73
19 to 20 years of age	69.27
20 to 21 years of age	79.93

PROVIDED that in the event that an employee was paid in accordance with Order No. 2 of 2002 for the period 1 August 2002 to 17 December 2002 those payments shall not be recoverable by the employer.

5. APPRENTICES

The terms and conditions of apprenticeship shall be in accordance with those prescribed in the *Vocational Education and Training Act 1994* and Regulations made thereto as administered by the Tasmanian State Training Authority.

- (a) Provided the qualification outcome specified in the Training Agreement is consistent with that established for apprenticeship in the trade training package determined from time to time by the Manufacturing, Engineering and Related Services Industry Training Advisory Body (MERSITAB) and endorsed by the National Training Framework Committee or is consistent with the electrical trades qualification established for apprenticeship from within a Utilities ITAB Training Package endorsed by the National Training Framework Committee.
- (b) An apprenticeship may be undertaken in any of the following trades:
 - (i) Engineering Tradesperson (Mechanical);
 - (ii) Engineering Tradesperson (Fabrication);
 - (iii) Engineering Tradesperson (Electrical/Electronic);
 - (iv) Higher Engineering Tradesperson.

For the trade of Higher Engineering Tradesperson the following will apply:

- (1) the period of the apprenticeship will be four years or such other period as is approved by the State Training Authority on the basis of an approved competency based training program.
- (2) Apprentices in their first, second and third years are to be paid at a rate equivalent to that applying to an apprentice engineering tradesperson.
- (3) Apprentice higher engineering tradespersons in their fourth year are to be paid a rate of 88% of the Level C9 rate.

- (4) The classification on completion of apprenticeship will be as a minimum Level C7. Where the apprentice is offered employment at the completion of their apprenticeship and such employment is in the area of the apprenticeship training, such that they are exercising or will be required to exercise the skills and knowledge gained during their apprenticeship necessary for a Level C9 they shall be classified at Level C9.
- (5) The training program for each apprentice is to be consistent with the minimum training requirement for the classification of Level C9 special class tradesperson.
- (c) (i) Subject to (c)(ii) the period of apprenticeship shall be four years.
- (ii) The period may be varied with the approval of the State Training Authority provided that any credits granted shall be counted as part of the apprenticeship for the purpose of wage progression under paragraph (d).
- (iii) Further, the period may be varied to such other period as is approved by the State Training Authority on the basis of an approved competency based training program.
- (iv) The wage rates mentioned in paragraph (d) may be varied with the approval of the relevant parties to this award according to the apprentice affected, and the State Training Authority to allow for progression between wage levels based on the gaining of agreed competencies instead of the year of the apprenticeships. For example the appropriate proportion of the minimum training requirement associated with the year of the apprenticeship could only be used to identify progression from one percentage rate to the next.
- (d) The minimum weekly wage rates for all apprentices subject to this award shall be the undermentioned percentages of the Weekly Wage Rate for Level C10, Engineering Tradesperson – Level 1 adjusted to the nearest 10 cents:

Years of Age	%
First Year apprentice	42
Second Year apprentice	55
Third Year apprentice	75
Fourth Year apprentice	88

PROVIDED that an employee who is under 21 years of age on the expiration of his apprenticeship and thereafter works as a minor in the occupation to which he has been apprenticed shall be paid not less than the adult rate prescribed for that classification.

- (e) All entitlements prescribed in this award as conditions of employment applying to other classes of employees shall likewise apply to apprentices.

6. PHASING IN OF WAGE RATES OF EMPLOYEES WITHOUT RELEVANT WORK EXPERIENCE

An employee who possesses the appropriate level of academic qualifications and who otherwise meets the requirements of the relevant classification definition but who is without prior experience in the metal and engineering industry or other relevant work experience shall be paid in accordance with the following formula:

Qualification	Years of Relevant Experience %	% of Relevant Work Rate of Pay
Diploma	0	77% of Level C5
	1	85% of Level C5
	2	96% of Level C5
	3	100% of Level C5
Advanced Diploma	0	72% of Level C3
	1	79% of Level C3
	2	89% of Level C3
	3	93% of Level C3
	4	100% of Level C3

7. TRAINEE - ENGINEERING ASSOCIATE

(a) Operation

The provision of this subclause shall apply to Trainee - Engineering Associate engaged under this award.

(b) Definition

A Trainee Engineering Associate shall mean an employee of less than 21 years of age who is undergoing, and proves to the satisfaction of the trainee's employer when requested, that the trainee is continuing an Associate Diploma course appropriate to the trainee's work and undertaken in a recognised educational institution or any course at least equivalent thereto.

(c) Rates of Pay

The minimum weekly wage rate for all trainees subject to this award shall be the undermentioned percentages of the Weekly Wage Rate for Level C9 - Engineering Technician Level 1 adjusted to the nearest 10 cents:

Years of Age	%
17 years of age and under	48.10
18 years of age	57.36
19 years of age	69.38
20 years of age	81.40

PROVIDED that in the event that an employee was paid in accordance with Order No. 2 of 2002 for the period 1 August 2002 to 28 January 2003 those payments shall not be recoverable by the employer.

(d) Proportion

The proportion of trainees who may be employed by any employer shall not exceed one trainee to every two adults in that area in which the trainee is employed under this division.

(e) Payment of Fees

A Trainee - Engineering Associate who attends in any one year not less than 80 percent of the maximum possible attendances of the approved course at the training institution at which the trainee is pursuing their course of study, and passes the annual examinations in that year, or, if there is no examination, receives a satisfactory report, shall be reimbursed by the employer for all fees paid by the trainee for that course during that year. In the case of trainee who complies with the foregoing requirement for attendances and who passes or receives a satisfactory report in a proportion of the subjects taken in any year, the employer shall reimburse a like proportion of fees.

The employer shall not, however, be required to reimburse fees or a proportion thereof for more than one year in excess of the period prescribed by the training institution for the approved course.

PROVIDED that, where a trainee is in the employ of more than one employer in any school year, then the last such employer shall be liable only for the payment of the fee pro-rata to the period of employment with the employer.

(f) Daytime Schooling

Trainees shall be allowed reasonable time off (not exceeding an average of eight hours per week during a school term) for the purpose of attending classes in connection with the appropriate certificate course on the same basis as apprentices in the establishment are allowed off for daytime schooling.

8. SUPPORTED WAGE SYSTEM

(a) Eligibility Criteria

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

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

PROVIDED FURTHER that this subclause does not apply to employers in respect of their facility, program, 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 Section 10 or under Section 12A of the above Act, or if a part only has received recognition, that part.

(b) For the purposes of this subclause:

'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.

'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.

'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.

'Supported Wage System' means the Commonwealth Government System to promote employment for people who cannot work at full award wages because of a disability.

(c) Supported Wage Rates

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

Assessed capacity (paragraph (d))	Percentage 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) Lodgement of Assessment Instrument

- (i) All assessment instruments under the conditions of this subclause, including the appropriate percentage of the award wage to be paid to the employee, shall be lodged by the employer with the Registrar of the Tasmanian Industrial Commission.
- (ii) All assessment instruments shall be agreed and signed by the parties to the assessment, provided that where a union which is party to the award, is not a party to the assessment, it shall be referred by the Registrar of the Tasmanian Industrial Commission to the union by certified mail and shall take effect unless an objection is notified to the Registrar of the Tasmanian Industrial Commission within 10 working days.

(f) Review of Assessment

The assessment of the applicable percentage shall be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review shall be in accordance with the procedures for assessing capacity under the Supported Wage System.

(g) Other Terms and Conditions of Employment

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

(h) Workplace Adjustment

An employer wishing to employ a person under the provisions of this subclause shall take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

(i) Trial Period

- (i) In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this subclause for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- (ii) During that trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined in accordance with paragraphs (d) and (e).

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

9. CLASSIFICATION DESCRIPTORS

Trainer/Supervisor/Co-Ordinator - Level I

A trainer/supervisor/co-ordinator - Level I is an employee who is responsible for the work of other employees and/or provision of structured on-the-job training. Such an employee has completed X modules of training in supervision and/or training.

Trainer/Supervisor/Co-Ordinator - Level II

A trainer/supervisor/co-ordinator - Level II is an employee who is responsible for supervision and/or training of trainers/supervisors/co-ordinators - Level I. Such an employee has completed X modules of training in supervision and/or training.

Trainer/Supervisor/Co-Ordinator - Technical

A trainer/supervisor/co-ordinator - technical is an employee who is responsible primarily for the exercise of skills in technical fields as defined, up to the level of his/her skill and competence and who is additionally involved in the supervision/training of other technical employees.

WAGE GROUP: C14

Engineering/Production Employee - Level 1 Administrative/Clerical Entry Level (relativity to C10 78%)

'Engineering/Production Employee - Level 1' 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 their training:

1. performs general labouring and cleaning duties;
2. exercises minimal judgement;
3. works under direct supervision; or
4. is undertaking structured training so as to enable them to work at C13 level.

'Administrative/Clerical - Adult Entry Level' shall mean the entry point for adult employees (21 years and over) with less than 12 months clerical experience either as a junior or adult and on completion of 38 hours 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. Adult employees shall be advanced to a graded position dependant on skills held and position requirements.

WAGE GROUP: C13

Engineering/Production Employee - Level II (relativity to C10 - 82%)

'Engineering/Production 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 their skills competence and training:

1. works in accordance with standard operating procedures and established criteria;
2. works under direct supervision either individually or in a team environment;
3. understands and undertakes basic quality control/assurance procedures including the ability to recognise basic quality deviations/faults;
4. understands and utilises basic statistical process control procedures;
5. follows safe work practices and can report workplace hazards.

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

- repetition work on automatic, semi-automatic or single purpose machines or equipment;
- assembles components using basic written, spoken and/or diagrammatic instructions in an assembly environment;
- basic soldering or butt and spot welding skills or cuts scrap with oxyacetylene blow pipe;
- uses selected hand tools;
- boiler cleaning;
- maintains simple records;
- uses hand trolleys and pallet trucks;
- assist in the provision of on-the-job training in conjunction with tradespersons and supervisor/trainees.

WAGE GROUP: C12

Engineering/Production Employee - Level III (relativity to C10 - 87.4%)

'Engineering/Production Employee - Level III' is an employee who has completed an Engineering/Production Certificate I 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 C13 and to the level of their skills, competence and training:

1. is responsible for the quality of their work subject to routine supervision;
2. works under routine supervision either individually or in a team environment;
3. exercises discretion within their level of skills and training;
4. assists in the provision of on-the-job training.

Indicative of the tasks which an employee at this level may perform are the following :-

- operates flexibility between assembly stations;
- operates machinery and equipment requiring the exercise of skill and knowledge beyond that of an employee at level C13 (as defined);
- non-trade engineering skills;
- basic tracing and sketching skills;
- receiving, despatching, distributing, sorting, checking, packing (other than repetitive packing in a standard container or containers in which such goods are ordinarily sold), documenting and recording of goods, materials and components;
- basic inventory control in the context of a production process;
- basic keyboard skills;
- advanced soldering techniques;
- boiler attendant;
- operation of mobile equipment including fork-lifts, overhead cranes and winch operation and mobile cranes up to 5 tonnes;
- ability to measure accurately;
- assist one or more tradespersons;
- welding which requires the exercise of knowledge and skills above level C13 (as defined);
- assists in the provision of on-the-job training in conjunction with tradespersons and supervisor/trainees;
- driving motor vehicles not exceeding 4.5 tonnes Gross Vehicle Mass.

WAGE GROUP: C12(a)

**Administrative/Clerical Employee - Grade 1
(Relativity to level C10 - 90%)**

A Grading

Employees shall be graded at this level where the principal functions of their employment, as determined by the employer, require the following:

1. The exercise of the 'General Requirements' specified in 'B' hereunder and
2. In addition to the 'General Requirements' are required to exercise any one or more of the broad skill levels set out in 'C' hereunder.

B General Requirements

1. 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.
2. Employees in this grade shall be able to acquire and apply a limited knowledge of office procedures and requirements.

C Skill Requirements

(a) Technical Skills

Machine Operation - Skill Level 1:

Employees at this level are able to operate telephone/intercom systems, telephone answering machines, facsimile machines, photocopiers, franking machines, guillotines.

(b) Information Handling Skills - Skill Level 1:

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

WAGE GROUP: C11

**Engineering/Production Employee - Level IV
(Relativity to C10 - 92.4%)**

'Engineering/Production Employee - Level IV' is an employee who has completed a Engineering/Production 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 their skills, competence and training.

1. Works from complex instructions and procedures.
2. Assists in the provision of on-the-job training.
3. Co-ordinates work in a team environment or works individually under general supervision.
4. Is responsible for assuring the quality of their work.

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

- uses precision measuring instruments;
- machine setting, loading and operation;
- rigging (certificated);
- inventory and store control including:
 - licensed operation of all appropriate materials handling equipment;
 - use of tools and equipment within the scope (basic non-trades) maintenance;
 - computer operation at a level higher than that of an employee at wage group level C12 (as defined);
- intermediate keyboard skills;
- basic engineering and fault finding skills;
- performs basic quality checks on the work of others;
- licensed and certified for forklift, engine driving and crane driving operations to a level higher than wage group level C12 (as defined) (including mobile cranes over 5 tonnes);
- has knowledge of the employer's operation as it relates to production process;
- lubrication of production machinery equipment;
- assists in the provision of on-the-job training in conjunction with tradespersons and supervisor/trainees;
- driving motor vehicles over 4.5 tonnes Gross Vehicle Mass but not exceeding 15 tonnes Gross Vehicle Mass.

WAGE GROUP: C11(a)

Administrative/Clerical Employee - Grade 2 (Relativity to C10 - 95%)

A Grading

Employees shall be graded at this level where the principal functions of their employment as determined by the employer require the following:

- (a) the exercise of the 'General Requirements' specified in 'B' hereunder and
- (b) in addition to the 'General Requirements' are required to exercise any one or more of the broad skill levels set out in 'C' hereunder.

B General Requirements

Technical Skills

Machine Operation - Skill Level 2

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

Computer - Skill Level 1

Employees at this level are able to use knowledge of keyboard and function keys to enter and retrieve data through computer terminal.

Keyboard Typing - Skill Level 1

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

NOTE: Technical skills herein specified are to be read as a whole, i.e. an employee if required shall be capable of exercising all skills relating to machine operation, keyboard, computer and word processing at this level.

WAGE GROUP: C10

Engineering Tradesperson - Level 1

Engineering Production Employee Level V

Administrative/Clerical Employee Grade 3

(Relativity to C10 - 100%)

'**Engineering Tradesperson - Level 1**' is an employee who holds a trade certificate or tradespersons rights certificate as an:

- engineering tradesperson (electrical/electronic) - Level 1; or
- engineering tradesperson (mechanical) - Level 1, or
- engineering tradesperson (fabrication) - Level 1,
- 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.

An engineering tradesperson - Level 1 works above and beyond an employee at C11 and to the level of their skills, competence and training:

1. understands and applies quality control techniques;
2. exercises good interpersonal and communication skills;
3. exercises keyboard skills at a higher level than C11;
4. exercises discretion within the scope of this classification level;
5. performs work under limited supervision either individually or in a team environment;
6. operates lifting equipment incidental to their work;
7. performs non-trade tasks incidental to their work;

8. 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;
9. able to inspect products and/or materials for conformity with established operational standards.

Engineering Production Employee Level V

An Engineering Production Employee Level V is an employee who, while still being primarily engaged in engineering/production work applies the skills acquired through the successful completion of a Certificate Level III qualification or equivalent in the production, distribution, or stores functions.

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

An Engineering Production Employee Level V works above and beyond an employee at C11 and to the level of their skill, competence and training:

- (a) understands and applies quality control techniques;
- (b) exercises good interpersonal communications skills;
- (c) exercises discretion within the scope of this classification level;
- (d) exercises keyboard skills at a level higher than C11;
- (e) performs work under limited supervision either individually or in a team environment;
- (f) able to inspect products and/or materials for conformity with established operational standards.

Indicative of the tasks which an employee at this level may perform are as follows:

- approves and passes first off samples and maintains quality of product;
- works from production drawings, prints or plans;
- operates, sets up and adjusts all production machinery in a plant including production process welding to the extent of training;
- can perform a range of engineering maintenance functions including:
 - removing equipment fastenings including use of destructive cutting equipment;
 - lubrication of production equipment;
 - running adjustments to production equipment;
- operates all lifting equipment;
- basic production scheduling and materials handling within the scope of the production process or directly related functions within raw materials/finished goods locations in conjunction with technicians;

- understands and applies computer techniques as they relate to production process operations;
- first class engine drivers' certificate;
- high level stores and inventory responsibility beyond the requirements of an employee at wage group level C11 (as defined);
- assists in the provision of on-the-job training in conjunction with tradespersons and trainers;
- has a sound knowledge of the employer's operations as it relates to the production process.

Administrative/Clerical Employee - Grade 3

A Grading

Employees shall be graded at this level where the principal functions of their employment as determined by the employer require the following:

- (a) the exercise of the 'General Requirements' specified in 'B' hereunder, and
- (b) in addition to the 'General Requirements' are required to exercise any one or more of the broad skill levels set out in 'C' hereunder;

OR ARE

- (c) employees holding a Certificate of Commercial Studies (TAFE) or accredited equivalent, and who are required to use skills and perform tasks within the range of Grade 3.

B General Requirements

- (a) Employees in this grade perform clerical and office tasks using a more extensive range of skills and knowledge, at a level higher than required in Grade 2 (as defined). They are responsible and accountable for their own work, which is performed within established guidelines. They exercise limited discretion within the range of their skills and knowledge. Supervision is general.
- (b) They must be able to acquire a working knowledge of the organisation's products/services, functions, locations and clients; respond to, and act upon most internal/external enquiries in own function area.

C Skill Requirement

- (a) Technical Skills

Machine Operation - Skill Level 3:

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

Keyboard - Typing - Skill Level 2:

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

Computer - Skill Level 2:

Employees at this level are able to use 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 file following standard procedures and using existing modals/fields of information; or
- use a central computer resource to an equivalent standard.

Word Processing - Skill Level 1:

Employees at this level are able to use ONE software package to create, format, edit, proof read, correct, print and save text documents, e.g. standard correspondence and business documents.

NOTE: Technical skills herein specified are to be read as a whole, i.e. an employee if required shall be capable of exercising all skills relating to machine operation, keyboard, computer and word processing at this level.

(b) Secretarial - Skill Level 1:

Employees at this level are able to take shorthand notes at 70 wpm and transcribe with 95 percent accuracy.

(c) Information Handling - Skill Level 3:

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.

(d) Business/Financial - Skill Level 2:

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, establish petty cash imprest system.

WAGE GROUP: C9

Engineering Tradesperson - Level II

Engineering Technician - Level I

Administrative/Clerical Employee Grade 4

(Relativity to C10 - 105%)

'Engineering tradesperson - Level II' is an:

- (a) engineering tradesperson (electrical/electronic) - Level II; or
- (b) engineering tradesperson (mechanical) - Level II; or
- (c) engineering tradesperson (fabrication) - Level II;

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.

An engineering tradesperson - Level II works above and beyond a tradesperson at C10 and to the level of their skills, competence and training performs work within the scope of this level.

- (a) Exercises discretion within the scope of this classification.
- (b) Works under limited supervision either individually or in a team environment.
- (c) Understands and implements quality control techniques.
- (d) Provides trade guidance and assistance as part of the work team.
- (e) Operates lifting equipment incidental to their work.
- (f) Performs non trade tasks incidental to their work.

Engineering Technician - Level I

An Engineering Technician - Level I is an employee who has the equivalent level of training of a C9 Engineering Tradesperson, or equivalent so as to enable the employee to apply skills within the skills of this level. The skills exercised by the Engineering Technician Level 1 are in the technical fields as defined by this award including draughting, planning or technical tasks requiring technical knowledge. At this level the employee is engaged on routine tasks in the technical fields.

Administrative/Clerical Employee - Grade 4

A GRADING

Employees shall be graded at this level where the principal functions of their employment as determined by the employer require the following:

- (a) the exercise of the 'General Requirements' specified in 'B' hereunder, and

- (b) in addition to the 'General Requirements' are required to exercise any one or more of the broad skill levels set out in C hereunder.

B GENERAL REQUIREMENT

- (a) Employees in this grade perform clerical and office tasks using a more extensive range of skills and knowledge at a level higher than required in Grade 3 (as defined). They are responsible and accountable for their own work, and exercise discretion and initiative in the organisation of work prescribed limits. Supervision is limited.
- (b) 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.
- (c) 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 four employees.
- (d) Employees in this grade shall be capable of acquiring and using specialist vocabulary, i.e. technical, medical, legal etc within the scope of this grade.

C SKILLS REQUIREMENTS

- (a) Technical Skills

Keyboard - Typing - Skill Level 3:

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

Computer - Skill Level 3:

Employees at this level are able to use TWO application software packages developed for a micro/personal computer at a standard equal to Skill Level 2 in each, e.g. database, communications, accounting, payroll/personnel, spreadsheets, graphics, other applications; or are able to use a central computer resource to an equivalent standard.

Word Processing - Skill Level 2:

Employees at this level are able to use TWO software packages at a standard equal to Skill Level 1; or are able to apply additional functions such as search and replace, variable fonts, moving and merging across documents, text columns, money columns, tables, e.g. to produce financial statements, printed forms.

NOTE: Technical skills herein specified are to be read as a whole i.e., an employee if required shall be capable of exercising all skills relating to machine operation, keyboard, computer and word processing at this level.

- (b) Secretarial Skills - Skill Level 2:
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 wpm and transcribe with 95 percent accuracy.
- (c) Information Handling - Skill Level 4:
Employees at this level are able to maintain a computer based records management system; identify, access and extract information from internal sources.
- (d) Business/Financial - Skill Level 3:
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 journals to ledger.

WAGE GROUP: C8

Engineering Tradesperson - Special Class Level I

Engineering Technician - Level II

Administrative/Clerical Employee - Grade 5

(Relativity to C10 - 110%)

A 'Special Class Engineering Tradesperson - Level I' means:

- (a) Special Class Engineering Tradesperson (Electric/Electronic) - Level I; or
- (b) Special Class Engineering Tradesperson (Mechanical) - Level I; or
- (c) Special Class Engineering Tradesperson (Fabrication) - Level I; or
- (d) Higher Engineering Tradesperson who has completed the following training requirement:
 - (i) six appropriate modules in addition to the training requirement of C10 level; or
 - (ii) six appropriate modules towards a National Diploma; or
 - (iii) six appropriate modules towards an Advanced Diploma; or
 - (iv) a Higher Engineering Tradesperson Apprenticeship; or equivalent.

An Engineering Special Class Tradesperson - Level 1, works above and beyond a tradesperson at C9 and to the level of their skills, competence and training, performs work within the scope of this level.

- (a) Provides trade guidance and assistance as part of a work team.
- (b) Assists in the provision of training in conjunction with supervisors and trainers.
- (c) Understands and implements quality control techniques.
- (d) Works under limited supervision either individually or in a team environment.
- (e) Operates lifting equipment incidental to their work.
- (f) Performs non-trade tasks incidental to their work.

The indicative tasks which an employee at this level may perform are subject to the employee having appropriate trade and post-trade training to enable the employee to perform the particular indicative tasks:

- exercises high precision trade skills using various materials and/or specialised techniques;
- performs operations on a Computer Aided Design/Computer Aided Manufacture terminal in the performance of routine modifications to Numerically Controlled/Computer Numerically Controlled programs;
- installs, repairs and maintains, tests, modifies, commissions and or fault finds on complex machinery and equipment which utilise hydraulic and/or pneumatic principles and in the course of such work, is required to read and understand 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.

Engineering Technician - Level II

Engineering Technician - Level II means an employee who has the equivalent level of training of a C8 Engineering Tradesperson Special Class Level 1, or equivalent so as to enable the employee to apply skills within the scope of this level. The skills exercised by the Engineering Technician Level II are in the technical fields as defined by this award including draughting, planning or technical tasks requiring technical knowledge. At this level the employee is required to exercise judgement and skill in excess of that required at C9 under the supervision of technical or professional staff.

Administrative/Clerical Employee - Grade 5

A Grading

Employee shall be graded on this level where the principal functions of their employment as determined by the employer require the following:

- (a) the exercise of the 'General Requirements' specified in 'B' hereunder, and
- (b) in addition to the 'General Requirements' are required to exercise any one or more of the broad skill levels set out in 'C' hereunder.

B General Requirements

- (a) Employees in this grade perform clerical and administrative duties using a more extensive range of skills and knowledge at a level higher than required in Grade 4 (as defined).

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.

- (b) Employees in this grade must be able to acquire a detailed knowledge of enterprise 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, transport/freight arrangements.
- (c) Employees in this grade shall be capable of guiding employees in lower grades by means of personal instruction and demonstration.

C Skill Requirements

Technical Skills

Computer - Skill Level 4:

Employees at this level are able to use THREE application software packages developed for a micro/personal computer at a standard equal to Skill Level 2 in each; 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, i.e. modify fields of information, develop new database or spreadsheets models; or graph previously prepared spreadsheets, or perform reconciliation.

Word Processing Skill Level 3:

Employees at this level are able to apply advanced functions including Macros, sorting and maths functions, boxes, thesaurus using ONE software package; or apply knowledge to additional functions defined in Skill Level 2 using TWO software packages.

- (a) Secretarial Skills - Skill Level 3:
Employees at this level are able to write shorthand notes at 100 wpm and transcribe at 95% accuracy; maintain executive diary; respond to invitations; organise internal meetings on behalf of executive; establish and maintain reference lists/personal filing systems for executive.

- (b) **Information Handling - Skill Level 3:**
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, e.g. data bases, libraries, local authorities; maintain subscriptions for required technical trade and other publication systems, maintain circulation, indexing and filing systems for publications; review/close files, archive files.
- (c) **Business/Financial - Skill Level 4:**
Employees at this level are able to reconcile accounts to balance; follow-up unpaid accounts; calculate work valuations, prepare bank reconciliations.
- (d) **Supervisory - Skill Level 1:**
Employees at this level are able to allocate work tasks to individuals, check work progress and correct errors. Normally five or more subordinates would be involved.
- (e) **Specialist Skills - Skill Level 1:**
Employees at this level are able to apply knowledge of export and customs documentation requirements and procedures; apply knowledge of separate relevant industrial award rates of pay and conditions, occupational health and safety requirements.

Computer - Skill Level 2:

Employees at this level are able to use ONE software application package developed for a micro-personal computer to create:

- a database file structure, or
- a spreadsheet/worksheet, or
- an accounting/payroll file following standard procedures and using existing models/fields of information, or
- use a standard computer resource to an equivalent standard.

Word Processing - Skill level 1:

Employees at this level are able to use ONE software package to create, format, edit, proof read, correct, print and save text documents. e.g. standard correspondence and business documents.

NOTE: Technical skills herein specified are to be read as a whole i.e. an employee if required shall be capable of exercising all skills relating to machine operation, keyboard, computer and word processing at this level.

- (a) Secretarial - Skill Level 1:
Employees at this level are able to take shorthand notes at 70 wpm and transcribe with 95% accuracy.
- (b) Information Handling - Skill Level 3:
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.
- (c) Business/Financial - Skill Level 2:
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, establish petty cash imprest system.

WAGE GROUP: C7

Engineering Tradesperson - Special Class Level II

Engineering Technician - Level III

Administrative/Clerical Employee Grade 6

(Relativity to C10 - 115%)

A 'Special Class Engineering Tradesperson - Level II' means:

- (a) Special Class Engineering Tradesperson (Electrical/Electronic - Level II, or
- (b) Special Class Engineering Tradesperson (Mechanical) - Level II, or
- (c) Special Class Engineering Tradesperson (Fabrication) - Level II 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 National Diploma, or
 - (iii) nine appropriate modules towards an Advanced Diploma, or
 - (iv) an AQF Level 4 National Certificate or equivalent.

'Engineering Tradesperson - Special Class II' works above and beyond a Tradesperson at C8 and to the level of their skills, competence and training performing work within the scope of this level.

- (d) Is able to provide trade guidance and assistance as part of a work team.
- (e) Provides training in conjunction with supervisors and trainers.
- (f) Understands and implements quality control techniques.
- (g) Works under limited supervision either individually or in a team environment.
- (h) Operates lifting equipment incidental to their work.
- (i) Performs non trades tasks incidental to their work.

NOTE: The AQF4 National Certificate referred to in this definition is not directly comparable with existing post-trade qualifications and the possession of such qualifications does not itself justify classification of a tradesperson to this level.

The following indicative tasks which an employee at this level may perform are subject to the employee having appropriate trade and post-trade training to enable the employee to perform the particular indicative tasks:

- 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 fabrication;
- exercises intermediate Computer Aided Design/Computer Aided Manufacture skills in the performance of routine modifications to programs;
- working on complex or intricate interconnected electrical circuits at a level above level 8 (as defined);
- working on complex radio/communication equipment.

Engineering Technician - Level III

'Engineering Technician - Level III' is an employee who has the equivalent level of a C7 Engineering Tradesperson Special Class - Level II or equivalent so as to enable the employee to apply skills within the scope of this level. The skills exercised by an Engineering Technician Level III are in the technical fields as defined by this award including draughting, planning or technical tasks requiring technical knowledge. At this level the employee is engaged in detailed drafting and/or planning or technical duties requiring judgement and skill in excess of that required of a Technician at C8 under the supervision of technical or professional staff.

Administrative/Clerical Employee - Grade 6

A Grading

Employees shall be graded at this level where the principal functions of their employment as determined by the employer require the following:

- (a) the exercise of the 'General Requirements' specified in 'B' hereunder, and
- (b) in addition to the 'General Requirements' are required to exercise any one or more of the broad skill levels set out in 'C' hereunder.

B General Requirements

- (a) Employees in this grade perform clerical and administration duties using a more extensive range of skills and knowledge at a level higher than required in Grade 5 (as defined). 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.
- (b) Employees in this grade are able to apply knowledge of the organisation's objectives, performance, projected areas of growth, product trends, and general industry conditions, e.g. knowledge of competitors and major clients market structure in the performance of their own responsibilities.
- (c) Employees in this grade shall be capable of guiding employees graded at a lower level by means of personal instruction and demonstration.

C Skill Requirements

Technical Skills

Computer - Skill Level 5:

Employees at this level are able to use TWO application software packages on a micro/personal computer to a standard equal to Skill Level 4 in each; or use a central computer resource to an equivalent standard; or assist in operating a mainframe computer.

AND/OR

Keyboard - Typing - Skill Level 3:

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

Computer - Skill Level 3:

Employees at this level are able to use TWO application software packages developed for a micro/personal computer at a standard equal to Skill Level 2 in each, e.g. database, communications, accounting, payroll/personnel, spreadsheets, graphics, other applications; or are able to use a central computer resource to an equivalent standard.

Word Processing - Skill Level 2:

Employees at this level are able to use TWO software packages additional functions such as search and replace, variable fonts, moving and merging across documents, text columns, money columns, tables, e.g. to produce financial statements, printed forms.

NOTE: Technical skills herein specified are to be read as a whole i.e. an employee if required shall be capable of exercising all skills relating to machine operation, keyboard, computer and word processing at this level.

(a) **Secretarial Skills - Level 2:**

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 wpm and transcribe with 95 percent accuracy.

(b) **Information Handling - Skill Level 4:**

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

(c) **Business/Financial - Skill Level 3:**

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 journals to ledger.

WAGE GROUP: C7(a)

Administrative/Clerical Employee - Grade 7 (Relativity to Wage Group Level C10 - 120%)

A Grading

Employees shall be graded at this level where the principal functions of their employment as determined by the employer require the following:

- (a) the exercise of the 'General Requirements' specified in 'B' hereunder, and
- (b) in addition to the 'General Requirements' are required to exercise any one or more of the broad skill levels set out in 'C' hereunder.

B General Requirements

- (a) Employees in this grade perform clerical and administrative duties using a more extensive range of skills and knowledge at a level higher than required in Grade 6 (as defined).

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.

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

C Skill Requirements

- (a) Technical Skills

Computer - Skill Level 6:

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 function (logical operators) on a spreadsheet package.

AND/OR

Word Processing - Skill Level 5:

Employees at this level are able to use all preceding word processing functions 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.

- (b) Secretarial Skills - Skill Level 5:
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.

- (c) **Business/Financial - Skill Level 6:**
 Employees at this level are able to assist in preparing budgets, cashflow records, balance sheets, trading accounts, cash management analysis, FBT and company tax requirements, administer individual executive salary packages, travel expenses and allowances, company transport; administer specialised salary and payroll requirements, e.g. Eligible Termination Payments, Superannuation Trust Deed Requirements, Workers Compensation, Maintenance Support Scheme etc.; assist in financial forecasting; interpret and prepare financial information for senior management and prepare reports and assessment relevant to areas of responsibility.
- (d) **Supervisory - Skill Level 3:**
 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 areas 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.
- (e) **Specialist Skills - Skill Level 3:**
 Employees at this level are able to use knowledge of basic statistics to interpret data from spreadsheets, statistical tables, graphs and frequency tables using tools such as mean, mode, median variation, etc; apply knowledge of responsibility; apply working knowledge of legal requirements, e.g. personal income tax and company tax law, company law, contract law, superannuation law, local government and environmental regulations.

WAGE GROUP: C6

Advanced Engineering Tradesperson - Level I
Engineering Technician - Level IV
Professional Scientist – Level 1A
(Relativity to C10 - 125%)

'Advanced Engineering Tradesperson - Level I' means an:

- (a) Advanced Engineering Tradesperson (Electrical/Electronic) - Level I, or
- (b) Advanced Engineering Tradesperson (Mechanical) - Level I, or
- (c) Advanced Engineering Tradesperson (Fabrication) - Level 1

who has completed:

- (i) 12 appropriate modules of a National Diploma, or
- (ii) 12 appropriate modules of an Advanced Diploma or equivalent.

'Advanced Engineering Tradesperson - Level I' works above and beyond a Tradesperson at C7 and to the level of their skills, competence and training performing work within the scope of this level.

- (a) Undertakes quality control and work organisation at a level higher than for C7.
- (b) Provides trade guidance and assistance as part of a work team.
- (c) Assists in the provision of training to employees in conjunction with supervisors/trainers.
- (d) Works under limited supervision either individually or in a team environment.
- (e) Prepares reports of a technical nature on specific tasks or assignments.
- (f) Exercises broad discretion within the scope of this level.
- (g) Operates lifting equipment incidental to their work.
- (h) Performs non trade tasks incidental to their work. Engineering Technician – Level IV.

The following indicative tasks which an employee at this level may perform are subject to the employee having appropriate trade and post-trade training to enable the employee to perform the particular indicative tasks:

- working on combinations of machines or equipment which utilise complex electronic, mechanical and fluid power principles;
- working on instruments which make up a complex control system which utilise some combination of electrical, electronic, mechanical, fluid power principles and electronic circuitry containing complex digital and/or analogue control systems utilising integrated circuitry.
- applies computer integrated manufacturing techniques involving a higher level of computer operating and programming skills than for wage group Level 10 (as defined);
- working on various forms of machinery and equipment which are electronically controlled by complex digital and/or analogue control systems using integrated circuitry.

'Engineering Technician - Level IV' means an employee who has the level of training skills of a C6 Advanced Engineering Tradesperson Level 1, or the equivalent so as to enable the employee to apply skills within the scope of this level. The skills exercised by the Engineering Technician Level IV are in the technical fields as defined by this award including draughting, planning and technical tasks requiring technical knowledge.

At this level the employee is engaged in detail draughting and/or planning and/or technical duties requiring judgement and skill in excess of that required of a technician at C7 under the supervision of technical and/or professional staff.

'Professional Scientist - Level 1A' Under supervision from higher level professional scientists as to method of approach and requirements, the Professional Scientist - Level 1A performs normal professional scientific work and exercises individual judgement and initiative in the application of scientific principles, techniques and methods.

In assisting more senior professional scientists by carrying out tasks requiring accuracy and adherence to prescribed methods of scientific analysis, design or computation, the Professional Scientist - Level 1A draws upon advanced techniques and methods learned during and after the undergraduate course.

Training, development, and experience using a variety of standard scientific methods and procedures, enable the Professional Scientist - Level 1A to develop increasing professional judgement and apply it progressively to more difficult tasks at wage group Level C1(b) (as defined).

Decisions are related to tasks performed, relying upon precedent or defined procedures for guidance. Recommendations are related to solution of problems in connection to the tasks performed.

Work is reviewed by higher level professional scientists for validity, adequacy, methods and procedures. With professional development and experience, work receives less review and the Professional Scientist - Level 1A progressively exercises more individual judgement until the level of competence at wage group Level C1(b) (as defined) is achieved.

The Professional Scientist - Level 1A may assign and check work of technical staff assigned to work on a common project.

The Professional Scientist - Level 1A undertakes initial professional scientific tasks of limited scope and complexity, such as minor phases of broader assignments, in office, plant, field or laboratory work.

WAGE GROUP: C5

Advanced Engineering Tradesperson - Level II

Engineering Technician - Level V

Professional Engineer Level 1

Professional Scientist Level 1B

(Relativity to C10 - 130%)

'Advanced Engineering Tradesperson - Level II' means an:

- (a) Advanced Engineering Tradesperson (Electrical/Electronic) - Level II, or
- (b) Advanced Engineering Tradesperson (Mechanical) - Level II, or
- (c) Advanced Engineering Tradesperson (Fabrication) - Level II; who has completed:
 - (i) a National Diploma, or

- (ii) 15 modules or second year part-time of an Advanced Diploma, or
- (iii) equivalent accredited training.

An Advanced Engineering Tradesperson - Level II works above and beyond a Tradesperson at C6 and to the level of their skills, competence and training performing work within the scope of this level.

- (d) Provides technical guidance or advice within the scope of this level.
- (e) Prepares reports of a technical nature on tasks or assignments within the employees skills and competence.
- (f) Has an overall knowledge and understanding of the operating principle of the systems and equipment on which the tradesperson is required to carry out their task;
- (g) Assists in the provisions of on-the-job training in conjunction with supervisors and trainers.
- (h) Operates lifting equipment incidental to their work.
- (i) Performs non trade tasks incidental to their work.

The following indicative tasks which an employee at this level may perform are subject to the employee having appropriate trade and post-trade training to enable the employee to perform the particular indicative tasks:

- through a systems approach able to exercise high level diagnostic skills on complex forms of machinery, equipment and instruments which utilise some combination of electrical, electronic, mechanical or fluid power principles;
- set up, commission, maintain and operate sophisticated maintenance, production and test equipment and/or systems involving the application of computer operating skills at a higher level than at wage group Level C6 (as defined);
- working on various forms of machinery and equipment electronically controlled by complex digital and/or analogue control systems using integrated circuitry;
- working on complex electronics or instruments or communications equipment or control systems which utilise electronic principles and electronic circuitry containing complex digital and/or analogue control systems using integrated circuitry.

Engineering Technician - Level V

An Engineering Technician - Level V is an employee who has the equivalent level of training of a C5 Advanced Engineering Tradesperson Level II, or equivalent so as to enable the employee to apply skills within this level. The skills exercised by the Engineering Technician Level V are in the technical fields as defined by this award including draughting, planning or technical tasks requiring technical knowledge. At this level the employee is required to exercise judgement and skill in excess of that required at Level C6.

Professional Engineer - Level 1B

Under supervision from higher level professional engineers as to method of approach and requirements, the Professional Engineer - Level 1 performs normal professional engineering work and exercises individual judgement and initiative in the application of engineering principles, techniques and methods.

In assisting more senior professional engineers by carrying out tasks requiring accuracy and adherence to prescribed methods of engineering analysis, design or computation, the Professional Engineer - Level 1 draws upon advanced techniques and methods learned during and after the undergraduate course.

Training, development, and experience using a variety of standard engineering methods and procedures, enable the Professional Engineer - Level 1 to develop increasing professional judgement and apply it progressively to more difficult tasks at Wage Group Level C1 (b) (as defined).

Decisions are related to tasks performed, relying upon precedent or defined procedures for guidance. Recommendations are related to solution of problems in connection to the tasks performed.

Work is reviewed by higher level professional engineers for validity, adequacy, methods and procedures. With professional development and experience, work receives less review, and the Professional Engineer - Level 1 progressively exercises more individual judgement until the level of competence at Wage Group Level C1 (b) (as defined) is achieved.

The Professional Engineer - Level 1 may assign and check work of technical staff assigned to work on a common project.

The Professional Engineer - Level 1 undertakes initial professional engineering tasks of limited scope and complexity, such as minor phases of broader assignments, in office, plant, field or laboratory work.

Professional Scientist - Level II

Following development through wage group levels C6 and C5 (as defined) is a Professional Scientist - Level II who plans and conducts professional scientific work without detailed supervision, but with guidance on unusual features and who is usually engaged on more responsible scientific assignments requiring substantial professional experience. At this level the Professional Scientist - Level II performs work at an equivalent skill level but does not necessarily perform the same tasks or functions of a Principal Technical Officer (as defined)

OR

A wage group Level C6 or C5 (as defined) employee who has completed additional accredited education in order to reach a standard equivalent to a four year degree and who is required to perform the work set out above.

WAGE GROUP: C4

**Engineering Associate - Level I
(Relativity to C10 - 135%)**

'**Engineering Associate - Level I**' means an employee who works above and beyond a technician at Level C5 and has successfully completed third year part time (or 22 modules) of an Advanced Diploma or equivalent and is engaged in:

- (a) Making of major design drawings or graphics or performing technical duties in a specific field of engineering, laboratory or scientific practice such as research design, testing, manufacture, assembly construction, operation, diagnostics and maintenance or equipment facilities or products, including computer software, quality processes occupational health and safety and/or standards and plant and material security processes and like work; or
- (b) Planning or operations and/or processes including the estimation of requirements of staffing, material cost and quantities and machinery requirements, purchasing materials or components, scheduling, work study, industrial engineering and/or materials handling process.

WAGE GROUP: C3

**Engineering Associate - Level II
(Relativity to C10 - 145%)**

'**Engineering Associate - Level II**' means an employee who works above and beyond an Engineering Associate at Level C4 and has successfully completed an Advanced Diploma or equivalent level of accredited training and is engaged in:

- (a) performing draughting, or planning or technical duties which require exercise of judgement and skill in excess of that required by an engineering associate at level C4, or
- (b) possesses the skills of an Engineering Associate - Level I in a technical field and exercises additional skills in a different technical field as defined.

WAGE GROUP: C2 (a)

**Leading Technical Officer
Trainer/Supervisor/Co-ordinator
(Relativity to C10 - 150%)**

'**Leading Technical Officer**' is an employee who works above and beyond an Engineering Associate - Level II at Level C3 and has successfully completed seven modules in addition to an Advanced Diploma or equivalent. An employee at C2 (a) is

able to perform or co-ordinate work in more than one engineering, scientific or technical field as defined, or perform duties in a technical, engineering or scientific field which requires the exercise of judgement and/or skill in excess of that required of an Engineering Associate - Level II.

'Trainer/Supervisor/Co-ordinator' is a Trainer/Supervisor/Co-ordinator who has completed a National Advanced Diploma of which 15 modules are supervision/training modules or equivalent and who when engaged at this level:

- (a) possesses a sound knowledge of occupational health and safety, industrial relations, and communications processes and is able to use this knowledge in training and leading the work of others;
- (b) possesses a general knowledge and awareness of administrative, business, and marketing strategies of the enterprise.

Indicative of the tasks which an employee at this level may perform are as follows:

- plans, writes and delivers training programs for all engineering/production employees, apprentices, trainees trade and lower technical levels;
- plans and directs the work of engineering/production employees especially in new work organisation environments, e.g. group work arrangements, Computer Integrated Manufacturing production techniques.

WAGE GROUP: C2 (b)
Principal Technical Officer
Professional Engineer - Level II
Professional Scientist - Level II
(Relativity to C10 - 160%)

'Principal Technical Officer' is an employee who works above and beyond an employee at the C2 (a) Level and who has successfully completed 15 modules or accredited training in addition to an Advanced Diploma or equivalent. Within organisation policy guidelines and objectives a Principal Technical Officer:

- (a) performs work requiring mature technical knowledge involving a high degree of autonomy, originality and independent judgement;
- (b) looks after and is responsible for projects and co-ordinating such projects with other areas of the organisation as required by the operation of the organisation;
- (c) is responsible for the co-ordination of general and specialist employees engaged on projects requiring complex and specialised knowledge;
- (d) plans and implements those programs necessary to achieve the objectives of a particular project;

- (e) in the performance of the above functions, applies knowledge and/or guidance relevant in any or all of the fields or designing, planning and technical work as required by the company's operation;
- (f) operates within broad statements of objectives without requiring detailed instructions;

OR

- (g) performs work at the above level of skill in a particular technical field;
- (h) has as the overriding feature of their employment the ability to perform creative, original work of a highly complex and sophisticated nature;
- (i) provides specialised technical guidance to other employees performing work within the same technical field.

Professional Engineer - Level II

Following development through Wage Group Level C5 (as defined) is a Professional Engineer - Level II who plans and conducts professional engineering work without detailed supervision, but with guidance on engineering work without detailed supervision, but with guidance on unusual features and who is usually engaged on more responsible engineering assignments requiring substantial professional experience. At this level the Professional Engineer - Level II performs work at an equivalent skill level but does not necessarily perform the same tasks or functions of a Principal Technical Officer (as defined).

OR

A Wage Group Level C5 (as defined) employee who has completed additional accredited education and training so as to reach a standard equivalent to a relevant four year degree and who is required to perform the work set out above.

Professional Scientist - Level II

Following development through Wage Group Levels C4 or C5 (as defined) is a Professional Scientist - Level II who plans and conducts professional scientific work without detailed supervision, but with guidance on unusual features and who is usually engaged on more responsible scientific assignments requiring substantial professional experience. At this level the Professional Scientist - Level II performs work at an equivalent skill level but does not necessarily perform the same tasks or functions of Principal Technical Officer (as defined).

OR

A Wage Group Level C4 or C5 (as defined) employee who has completed additional accredited education.

WAGE GROUP: C1(a)
Professional Engineer - Level III
Professional Scientist - Level III
(Relativity to C10 - 180%)

'Professional Engineer - Level III' performs duties requiring the application mature professional engineering knowledge. With scope for individual accomplishment and co-ordination of more difficult assignments; the professional engineer deals with problems for which it is necessary to modify established guides and devise new approaches.

The Professional Engineer - Level III may make some original contribution or apply new professional engineering approaches and techniques to the design or development of equipment or special aspects of products, facilities and buildings.

Recommendations may be reviewed for soundness of judgement but are usually regarded as technically accurate and feasible. The Professional Engineer - Level III makes responsible decisions on matters assigned, including the establishment of professional engineering standards and procedures, consults, recommends and advises in speciality engineering areas.

Work is carried out within broad guidelines requiring conformity with overall objectives, relative priorities and necessary co-operation with other units. Informed professional engineering guidance may be advisable.

The Professional Engineer - Level III outlines and assigns work, reviews it for technical accuracy and adequacy, and may plan, direct, co-ordinate and supervise the work of other professional and technical staff.

OR

A Wage Group Level C2(b) (as defined) employee who has completed additional accredited education and training (e.g. which may be in the case of engineering one year full-time or two years part-time) so as to reach a standard equivalent to a relevant four year degree and who is required to perform the work set out above.

The Professional Scientist - Level III

A Professional Scientist - Level III performs duties requiring the application of mature, professional, scientific knowledge. With scope for individual accomplishment and co-ordination or more difficult assignments, the professional scientist deals with problems for which it is necessary to modify established guides and devise new approaches.

The Professional Scientist - Level III may make some original contribution or apply new professional scientific approaches and techniques to the design or development of equipment or special aspects of products, facilities and buildings.

Recommendations may be reviewed for soundness of judgement but are usually regarded as technically accurate and feasible. The professional scientist makes responsible decisions on matters assigned, including the establishment of professional

scientific standards and procedures, consults, recommends and advises in speciality scientific areas.

Work is carried out within broad guidelines requiring conformity with overall objectives, relative priorities and necessary co-operation with other units. Informed professional scientific guidance may be available.

The Professional Scientist - Level III outlines and assigns work, reviews it for technical accuracy and adequacy, and may plan, direct, co-ordinate and supervise the work of other professional and technical staff.

OR

A Wage Group Level C2 (b) (as defined) employee who has completed additional accredited education and training (e.g. which may be in the case of scientific one year full-time or two years part-time) so as to reach a standard equivalent to a relevant four year degree and who is required to perform the work set out above.

WAGE GROUP: C1 (b)

'Professional Engineer' - Level IV

'Professional Scientist' - Level IV

(Relativity to C10 - 210%)

'Professional Engineer - Level IV' is required to perform professional engineering work involving considerable independence in approach, demanding a considerable degree of originality, ingenuity and judgement and knowledge of more than one field, or, expertise (for example, acts as his/her organisation's technical reference authority) in a particular field of professional engineering. The Professional Engineer - Level IV:

initiates or participates in short or long-range planning and makes independent decisions on engineering policies and procedures with an overall programme;
gives technical advice to management and operating department;
may take detailed technical responsibility for product development and provision of specialised engineering systems, facilities and functions;
co-ordinates work programmes, and directs or advises on use of equipment and material.

The Professional Engineer - Level IV makes responsible decisions not usually subject to technical review, decides courses of action necessary to expedite the successful accomplishment of assigned projects, and may make recommendations involving large sums or long-range objectives.

Duties are assigned only in terms of broad objectives, and are reviewed for policy, soundness of approach, accomplishment and general effectiveness.

The Professional Engineer - Level IV may make some original contributions or apply new professional engineering approaches and techniques to the design or development of equipment or special aspects of products, facilities and buildings.

Recommendations may be reviewed for soundness of judgement but are usually regarded as technically accurate and reasonable. The Professional Engineer - Level IV makes responsible decisions on matters assigned, including the establishment of professional engineering standards and procedures, consults, recommends and advises in speciality engineering areas.

Work is carried out within broad guidelines requiring conformity with overall objectives, relative priorities and necessary co-operation with other units. Informed professional engineering guidance may be advisable.

The Professional Engineer - Level IV outlines and assigns work, reviews it for technical accuracy, adequacy, and may plan, direct, co-ordinate and supervise the work of other professional and technical staff.

Professional Scientist - Level IV

A Professional Scientist - Level IV is required to perform professional scientific work involving considerable independence in approach, demanding a considerable degree of originality, ingenuity and judgement, and knowledge of more than one field of, or expertise (for example, acts as his/her organisations' technical reference authority) in a particular field of professional science. The Professional Scientist - Level 1V:

initiates or participates in short or long-range planning and makes independent decisions on scientific policies and procedures with an overall programme;
gives technical advice to management and operating department;
may take detailed technical responsibility for product development and provisions of specialised scientific systems, facilities and functions;
co-ordinates work programmes; and
directs or advises on use of equipment and material.

The Professional Scientist - Level 1V makes responsible decisions not usually subject to technical review, decides courses of action necessary to expedite the successful accomplishment of assigned projects, and may make recommendations involving large sums or long range objectives.

Duties are assigned only in terms of broad objectives, and are reviewed for policy, soundness of approach, accomplishment and general effectiveness.

The Professional Scientist - Level 1V supervises a group or groups including Professional Scientists and other staff, or exercises authority and technical control over a group of professional staff, in both instances engaged in complex scientific applications.

OR

A Wage Group Level C1 (a) (as defined) employee who has completed accredited education and training so as to reach a standard equivalent to a relevant four year degree and who is required to perform the work set out above.

10. PAYMENT OF WAGES

- (a) Payment of wages shall be made on a nominated day either weekly or fortnightly or as agreed between the employer and the employee in writing.
- (b) (i) Wages may be paid weekly or fortnightly according to the actual ordinary hours worked each week or fortnight; or
 - (ii) In the circumstances where an employee works an average of 38 hours per week, wages may be paid weekly or fortnightly 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 cycle.

Special Note - Explanation of Averaging System

As provided in this paragraph an employee whose ordinary hours may be more or less than 38 in any particular week of a work cycle, is to be paid their wages on the basis of an average of 38 ordinary hours so as to avoid fluctuating wage payments each week. An explanation of the averaging system of paying wages is set out below.

- (c) The ordinary hours of an employee may be arranged so that they are entitled to a day off, on a fixed day or rostered day basis, during each work cycle. It is in these circumstances that the averaging system may apply.
- (d) If the 38-hour week is to be implemented so as to give an employee a rostered leisure day off in each work cycle this would be achieved if, during a work cycle of 28 consecutive days (that is, over four consecutive weeks) the employee's ordinary hours were arranged on the basis that for three of the four weeks worked 40 ordinary hours each week and in the fourth week worked 32 ordinary hours. That is, they would work for eight ordinary hours each day, Monday to Friday inclusive for three weeks and eight ordinary hours on four week-days in the fourth week - a total of 19 days during the work cycle.
- (e) In such a case the averaging system may apply and the weekly wage rates for ordinary hours of work applicable to the employee shall be the average weekly wage rates set out for the employee's classification in Part III - Wages and Related Matters, Clause 1 – Wage Rates, and shall be paid each week even though more or less than 38 ordinary hours are worked that week.

In effect, under the averaging system, the employee accrues a 'credit' each day the employee works actual ordinary hours in excess of the daily average which would otherwise be 7 hours 36 minutes. This 'credit' is carried forward so that in the week of the cycle that the employee works on only four days, their actual pay would be for an average of 38 ordinary hours even though, that week the employee works a total of 32 ordinary hours. Consequently, for each day an employee works eight ordinary hours the employee accrues a 'credit' of 24 minutes (0.4 hours).

The maximum 'credit' the employee may accrue under this system is 0.4 hours of 19 days - that is, a total of seven hours 36 minutes.

(f) Absences from Duty

An employee whose ordinary hours of work are arranged in accordance with Part V - Hours of Work, Penalty Payments and Overtime, Clause 1 - Hours of Work and who is paid wages in accordance with subclause (f) hereof and is absent from duty other than on annual leave, long service leave, holidays with pay, paid personal leave, workers compensation, bereavement leave or jury service shall, for each day the employee is so absent lose average pay for that day calculated by dividing the employees average weekly wage rate by five.

An employee who is so absent from duty for part of a day shall lose average pay for each hour or part thereof the employee is absent at an hourly rate calculated by dividing the employees' average daily pay rate by eight, and for each hour or part thereof, the credit will not accrue.

(g) Method of Payment of Wages

An employer and employee may, by mutual agreement, have wages paid by cash, cheque or direct transfer into an employee's bank (or other recognised financial institution) account. Notwithstanding this provision, if the employee and the majority of employees mutually agree, all employees may be paid their wages by cash, cheque or direct transfer into an employees' bank (or other recognised financial institution) account, provided that in the case of employees paid by cheque, the employer shall, on pay day, if it is required by the employee, have a facility available during ordinary hours for the 'encashment' of the cheque.

(h) Payment of Wages in Cash

Subject to subclause (h) hereof, wages paid in cash shall be paid during ordinary working hours and if an employee is kept waiting for their wages on pay day after the usual time for ceasing work, they shall be paid their ordinary rate of wages for the period they are kept waiting.

PROVIDED that employees kept waiting for more than 15 minutes shall be paid at overtime rates from that point.

(i) Day Off Coinciding with Pay Day

In the event that an employee, by virtue of the arrangement of their ordinary working hours, is to take a day off on a day which coincides with pay day, such employee shall be paid no later than the working day immediately following pay day.

PROVIDED that where the employer is able to make suitable arrangements, wages may be paid on the working day preceding pay day.

(j) Payment During First Week of Employment

On the first pay day occurring during employment an employee shall be paid whatever wages are due up to the completion of work on the previous day.

PROVIDED that this subclause shall not apply to employers who make a practice of allowing advances approximating wages due.

(k) Payment on Termination of Employment

Upon termination of the employment subject to Part II - Employment Relationship and Associated Matters, Clause 1 - Contract of Employment 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.

PROVIDED that in the case of an employee whose ordinary hours are arranged in accordance with Part V - Hours of Work, Penalty Payments and Overtime, Clause 1 - Hours of Work, subclause (b) paragraphs (iii) and (iv) and who is paid average pay and who has not taken the day off during the work cycle in which their employment is terminated, the wages due to that employee shall include the total of credits accrued during the work cycle as detailed in the special note following subclause (b) paragraph (ii) of this clause.

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

(l) Details of Payments to be Given

On or prior to the employees pay day, the employer shall state to each of them in writing the amount of wages to which they are entitled, the amount of each deduction made therefrom, and the net amount being paid to them.

(m) Calculation of Hourly Rate

Except as provided in subclause (b) paragraph (i) of this clause, hourly rates shall be calculated by dividing the appropriate weekly rate by 38.

11. MIXED FUNCTIONS

An employee engaged at a higher level for more than two hours during one day or shift on work at a higher wage group level carrying a higher rate than the employees ordinary wage group level shall be paid the higher rate for such day or shift. If for two hours or less during one day or shift the employee shall be paid the higher rate for the time so worked.

12. SUPERANNUATION

(a) Contributions

- (i) In accordance with the *Superannuation Guarantee Charge Act 1992* of the Commonwealth, an employer shall make a contribution into an approved superannuation fund in respect of all eligible employees at the appropriate rate calculated on the employee's ordinary time earnings.
- (ii) Contributions to the fund shall be made by the employer on at least a calendar monthly basis unless there are circumstances for which the employer cannot be held responsible.
- (iii) Notwithstanding anything elsewhere contained in this clause, an employee who is able to demonstrate to the employer their bona fide membership of the religious fellowship known as Exclusive Brethren shall have the contributions defined in subclause (a)(i) of this clause paid into the fund known as C.I.S. Superannuation Deed BR1188 being a scheme approved by the Insurance and Superannuation Commission.

(b) Casual and Part-Time Employees

In the case of eligible casual and part-time employees, contributions shall be made where the employee works a minimum of 32 hours averaged over a four week period.

(c) Definitions

'Approved Fund' shall mean a superannuation fund or scheme approved in accordance with the Commonwealth Operational Standards for Occupational Superannuation Funds.

'Eligible Employee' shall mean an employee for whom a classification appears in this award.

'Ordinary Time Earnings' shall include an employee's classification rate, over award, shift loading, casual loading and any permanent all purpose work related allowance but shall exclude overtime payments, annual leave loading, annual or long service leave payments on termination and allowances paid as a reimbursement of expenses.

(d) Fund

Contributions determined in accordance with subclause (a) of this clause shall, subject to subclause (e) of this clause, be made into Tasplan.

(e) Exemptions

The Tasmanian Industrial Commission may grant an exemption to an employer from paying to either of the above funds in accordance with the provisions of the *Industrial Relations Act 1984*.

13. MINIMUM WAGE

(a) Minimum Wage

No employee shall be paid less than the minimum wage.

(b) Amount of Adult Minimum Wage

(i) The minimum wage for full-time adult employees not covered by Part III – Wages and Related Matters, Clause 8 - Supported Wage System, is \$546.10 per week.

(ii) 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 (b)(i).

(iii) 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 (b)(i) according to the number of hours worked.

(c) How the Minimum Wage Applies to Juniors

(i) The wage rates provided for juniors by this award continue to apply unless the amount determined under subclause (c)(ii) is greater.

(ii) 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 (b)(i).

(d) 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.

(e) Application of Minimum Wage to Award Rates Calculation

The minimum wage:

- (i) applies to all work in ordinary hours;
- (ii) 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
- (iii) 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.

PART IV - ALLOWANCES

1. DISABILITY ALLOWANCE

In addition to the weekly wage rates prescribed in Part III - Wages and Related Matters, Clause 1 – Wage Rates, all production and engineering employees shall be paid \$3.45 extra for each day or part of a day on which they are required to work away from the employer's premises.

PROVIDED that an employee working a 19 day work cycle shall be paid a disability allowance at the rate of \$3.60 per day or part day.

2. TOOL ALLOWANCE

Production and Engineering employees shall either be supplied with all tools by the employer or be paid a tool allowance of not less than \$9.60 per week.

PROVIDED that such allowance shall not be subject to adjustment when computing payments for shift penalty rates, for weekend or holiday work, for overtime or for any other purpose.

3. LEADING HANDS

Production and Engineering employees appointed by the employer as Leading Hands shall receive the following allowances per week in addition to their classification rate:

	Amount per week \$
Leading Hand in charge of - 2 employees, excluding apprentices or juniors, or if appointed as such, per week extra	21.20
3-10 employees, excluding apprentices or juniors, or if appointed as such, per week extra	27.90
11-20 employees, excluding apprentices or juniors, or if appointed as such, per week extra	41.90
More than 20 employees, excluding apprentices or juniors, or if appointed as such, per week extra	53.10

4. SPECIAL RATES

In addition to the wages prescribed in Part III - WAGES AND RELATED MATTERS, Clause 1 – Wage Rates, the following special rates and allowances shall be paid to all employees, including apprentices and unapprenticed juniors.

(a) Boiling Down Works

Working in boiling down works - \$0.35 per hour extra.

(b) Cold Places

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

(c) Confined Spaces

'Confined space' means a compartment, place or space the dimensions of which necessitates an employee working in a stooped or otherwise cramped position, or without proper ventilation and includes such a space:

- (i) in the case of a ship, inside complete tanks, chain lockers and peaks, in the bilges under engine beds, under engine room and stokehold floors, or under or inside boilers;
- (ii) in the case of a locomotive, inside the barrels of boilers, fire-boxes, water spaces of tenders, side tanks, bunker tanks, saddle tanks, or smoke boxes;
- (iii) in other cases, inside boilers, steam drums, mud drums, fire boxes or vertical or road vehicle boilers, furnaces, flues, combustion chambers, receivers, buoys, tanks, superheaters, or economisers.

Working in confined spaces, \$0.62 per hour extra.

(d) Dirty Work

Work which a supervisor and worker shall agree is of an unusually dirty or offensive nature, \$0.46 per hour extra.

Ship repair work which a supervisor and worker shall agree is of an unusually dirty or offensive nature, \$0.62 per hour extra.

Any dispute arising under this subclause as to whether the work is of an unusually dirty or offensive nature shall be referred to the Tasmanian Industrial Commission for determination.

(e) First Aid Allowance

An employee who has been trained to render first aid and who is the current holder of appropriate first aid qualifications such as a Certificate from the St John's Ambulance or similar body shall be paid a weekly allowance of \$12.80 if appointed by their employer to perform first aid duty.

(f) Height Money

Boilermakers and welders and their assistants and drillers engaged in the erection, repair and/or maintenance of steel frame buildings, bridges, gasometers and similar structures at a height of 15 metres or more directly above the nearest horizontal plane shall be paid at the rate of \$0.36 per hour extra.

(g) Hot Places

Working for more than one hour in the shade in places where the temperature is raised by artificial means to between 46 degrees and 54 degrees Celsius, \$0.46 per hour extra; in places where the temperature exceeds 54 degrees Celsius, \$0.62 per hour extra. When work continues for more than two hours in temperatures exceeding 54 degrees Celsius, employees shall also be entitled to 20 minutes' rest after every two hours' work without deduction of pay. The temperature shall be decided by the supervisor of the work after consulting with the employees who claim the extra rate.

(h) Lead Works

Working in lead works, \$0.35 per hour extra.

(i) Lignum Vitae

Patternmaker in lignum vitae outside the workshop and fitting to stern bushes, \$0.62 per hour extra.

(j) Meat Digesters and Oil Tanks

Working on repairs in oil tanks or meat digesters, \$0.46 per hour extra.

PROVIDED that if any employee is so engaged for more than half of one day or shift payment shall be made at the prescribed allowance for the whole day or shift.

(k) Sanitary Works

Working in sanitary works, \$0.34 per hour extra.

(l) Ship Repairs

Employees engaged on ship repairs shall be paid the following additional amount per week:

Tradesperson per week extra	\$ 12.80
All other labourers per week extra	10.20

(m) Slag Wool

Employees handling loose slag wool, loose insulwool or other loose material of a like nature used for providing insulation against heat, cold or noise, shall, when so employed on ship construction or ship repairing or on the construction, repair or demolition of furnaces, walls, floors and/or ceilings, be paid \$0.62 per hour extra.

(n) Slaughtering Yards

Working in slaughtering yards, \$0.35 per hour extra.

(o) Smoke Boxes, etc.

Working on repairs to smoke boxes or fire-boxes of locomotives or on repairs to the smoke box uptake funnel, flue, furnace or combustion chamber of marine-type boilers, or on repairs to smoke boxes, fire-boxes, furnace or flue of other types of boilers, \$0.35 per hour extra.

PROVIDED that an employee engaged on repairs to oil-fired boilers, including the casings, uptakes, and funnels or flues and smoke stacks, shall, while working inside such boiler, be paid \$1.26 per hour extra.

(p) Wet Places

An employee working in any place where their clothing or boots become saturated, whether by water, oil or otherwise shall be paid \$0.46 per hour extra.

PROVIDED that this extra rate shall not be payable to an employee who is provided by the employer with suitable and effective protective clothing and/or footwear.

PROVIDED FURTHER that any employee who becomes entitled to this extra rate shall be paid such extra rate for such part of the day or shift as the employee is required to work in wet clothing or boots.

(q) Explosive Powered Tools

Employees required to use explosive powered tools shall be paid \$0.10 per hour extra, with a minimum payment of \$1.30 per day.

(r) Foundry Allowances

- (i) employees engaged on foundry work as herein defined shall be paid a disability allowance of \$0.36 for each hour worked to compensate for all disabilities associated with foundry work;
- (ii) **PROVIDED** that where an apprentice is, for a period of half a day or longer, away from the foundry for the purpose of receiving tuition the amount of 'foundry allowance' paid shall be decreased proportionately;
- (iii) the allowance herein prescribed shall be in lieu of any payment otherwise prescribed in this clause;
- (iv) for the purpose of this subclause '**foundry work**' shall mean:
 - (1) any operation in the production of castings by casting metal in moulds made of sand, loam, metal, moulding composition or other material or mixture of materials, or by shell moulding centrifugal casting or continuous casting; and
 - (2) where carried on as an incidental process in connection with and in the course of production to which subparagraph (1) of this definition applies, the preparation of moulds and cores (but not in making of patterns or dies in a separate room), knock out processes and dressing operations.

(s) Special Rates not Cumulative

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

(t) Rates not Subject to Penalty Additions

The special rates herein prescribed shall be paid irrespective of the times at which the work is performed, and shall not be subject to any premium or penalty additions.

5. TRAVELLING AND BOARD

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

An employee who with the approval of the employer uses their own means of transport for travelling to or from outside jobs shall be paid the amount of excess fares which would have been incurred in using public transport unless an arrangement with the employer for a regular allowance has been entered into.

- (b) An employee:
- (i) engaged in one locality to work in another, or
 - (ii) sent from their usual locality to another for employment which can reasonably be regarded as permanent,

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

PROVIDED that such expenses shall cease after the employee has taken up permanent residence or abode at the new location.
- (c) An employee sent from their usual locality to another (in circumstances other than those prescribed in subclause (b) hereof) and required to remain away from their usual place of abode shall be paid travelling time whilst necessarily travelling between such localities, and expenses whilst so absent from their usual locality.
- (d) The rate of pay for travelling time shall be ordinary rates, except on Sunday and holidays with pay as prescribed in Part VI - LEAVE AND HOLIDAYS WITH PAY, Clause 3 - Holidays with Pay when it shall be time and a half.
- (e) The maximum travelling time to be paid for shall be 12 hours out of every 24 hours.
- (f) **'Expenses'** for the purposes of this clause means:
- (i) all fares and expenses reasonably incurred whilst travelling;
 - (ii) a reasonable allowance to cover the cost incurred for all meals, incidentals and accommodation which shall be at motel standard;
 - (iii) when an employee is engaged on country jobs requiring residence in a tent, caravan or other temporary shelter, the employer shall provide all food and other supplies as necessary to maintain employees in a healthy environment.

6. MOTOR ALLOWANCE

An employee who, by agreement with the employer, uses their own motor vehicle on the employer's business shall be paid an allowance of 44.5 cents per kilometre travelled.

7. MEAL ALLOWANCE ON OVERTIME

An employee required to work overtime for more than one and one half hours without being notified on the previous day or earlier that the employee will be so required to work shall either be supplied with a meal by the employer or paid \$14.60 for each meal.

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

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

PART V - HOURS OF WORK, PENALTY PAYMENTS AND OVERTIME

1. HOURS OF WORK

- (a) Subject to the exceptions, hereinafter provided, the ordinary hours of work shall be an average of 38 hours per week to be worked on one of the following bases:
- (i) 38 hours within a work cycle not exceeding seven consecutive days; or
 - (ii) 76 hours within a work cycle not exceeding 14 consecutive days; or
 - (iii) 114 hours within a work cycle not exceeding 21 consecutive days; or
 - (iv) 152 hours within a work cycle not exceeding 28 consecutive days;
 - (v) for the purposes of this clause any other work cycle during which a weekly average of 38 ordinary hours are worked as may be agreed by the parties.
- (b) The ordinary hours of duty for employees engaged at Wage Group Level C5 and above shall not exceed the normal hours of duty as are applicable from time to time to the majority of employees in the particular establishment in which they are employed.

An employer shall compensate a professional employee engaged at Wage Group Level C5 and above for all authorised time worked regularly in excess of normal hours of duty by:

- (i) payment of same penalty rate and upon the same conditions as are applicable from time to time to the majority of employees employed in the particular establishment in which the professional engineer is employed; or
 - (ii) taking this factor into account in the fixation of annual remuneration; or
 - (iii) granting special additional remuneration; or
 - (iv) granting other compensation such as special additional leave;
- as may be mutually agreed.
- (c) The ordinary hours of work prescribed herein may be worked on any day or all the days of the week, Monday to Friday.
- (d) The ordinary hours of work prescribed herein shall be continuous, except for meal breaks, at the discretion of the employer between the hours of 6.00 am and 6.00 pm.

PROVIDED that the actual ordinary hours of work shall be determined by agreement between an employer and the majority of employees in the plant or work section concerned.

PROVIDED FURTHER that work done prior to the spread of hours fixed in accordance with this subclause for which overtime rates are payable shall be deemed for the purpose of this subclause to be part of the ordinary hours of work.

- (e) The ordinary hours of work prescribed herein shall not exceed ten on any day.

PROVIDED that:

- (i) In any arrangement of ordinary hours where the ordinary working hours are to exceed eight on any day, the arrangement of hours shall be subject to agreement between an employer and the majority of employees in the work section or sections concerned; and
- (ii) by arrangement between an employer, the union or unions concerned and the majority of employees in the work section or sections concerned, ordinary hours not exceeding 12 on any day may be worked subject to:
 - (1) the employer and the employees concerned being guided by the occupational health and safety provisions of the Australian Council of Trade Unions Code of Conduct on 12-Hour Shifts;
 - (2) proper health monitoring procedures being introduced;
 - (3) suitable roster arrangements being made; and
 - (4) proper supervision being provided.

- (f) Notice of Rostered Leisure Days

An employee in accordance with subclause (a), paragraphs (iii) and (iv) hereof, is entitled to a day off during the work cycle, such employee shall be advised by the employer at least four weeks in advance of the weekday the employee is to take off, provided that a lesser period of notice may be agreed by the employer and the majority of employees in the plant or section or sections concerned.

- (g) Substitute Days

- (i) An employer, with the agreement of the majority of employees concerned, may substitute the day an employee is to take off in accordance with subclause (a), paragraphs (iii) and (iv) hereof, for another day in the case of a breakdown in machinery or a failure or shortage of electric power; to meet the requirements of the business in the event of rush orders or some other emergency situation.

- (ii) An individual employee, with the agreement of their employer, may substitute the day that was to be taken off for another day.

(h) Flexibility in Relation to Rostered Leisure Days Off

Notwithstanding any other provision in this clause, where the hours of work of an establishment, plant or section are organised in accordance with subclause (a) (iii) and (iv) hereof, an employer, the union or unions concerned, and the majority of employees in the establishment, plant, section or sections concerned may agree to accrue up to a maximum of five rostered leisure days off in special circumstances such as where there are regular and substantial fluctuations in production requirements in any year.

Where such agreement has been reached the accrued rostered days off must be taken within 12 months of accrual.

NOTE: It is understood between the parties that the involvement of the union or unions concerned would be necessary in cases where it or they have members in the establishments concerned and not in non-union establishments.

(i) Make Up Time

Notwithstanding provisions elsewhere in the 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 those 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, as prescribed in Part IX - AWARD COMPLIANCE AND UNION RELATED MATTERS, Clause 1 - Time and Wages Records of the award at each time this provision is used.

(j) Rostered Days Off

Notwithstanding provisions elsewhere in the award, the employer and the majority of employees at an enterprise may agree to establish a system of Rostered Days Off (RDO) to provide that:

- (i) An employee may elect, with the consent of the employer, to take a rostered day off at any time.
- (ii) An employee may elect, with the consent of the employer, to take rostered days 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 or 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 Relations Regulations 1993*.
- (vi) An employer shall record RDO arrangements in the time and wages book, as prescribed in Part IX - AWARD COMPLIANCE AND UNION RELATED MATTERS, Clause 1 - Time and Wages Record of the award at each time this provision is used.

2. OVERTIME

- (a) For all work done outside ordinary hours as prescribed in Part V - HOURS OF WORK, PENALTY PAYMENTS AND OVERTIME, Clause 1 - Hours of Work the rate of pay shall be time and a half for the first three hours and double time thereafter, such double time to continue until the completion of the overtime work.

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

- (b) Rest Period After Overtime

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

An employee (other than a casual 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 ten consecutive hours off duty between those times shall subject to this subclause be released after completion of such overtime until the employee has had ten 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 ten consecutive hours off duty the employee shall be paid at double rates until released from duty for such period and shall be entitled to be absent until the employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

(c) Call Back

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

PROVIDED that except in the case of unforeseen circumstances arising, the employee shall not be required to work the full four hours if the job the employee was recalled to perform is completed within a shorter period.

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

Overtime worked in the circumstances specified in this subclause shall not be regarded as overtime for the purposes of subclause (b) of this clause where the actual time worked is less than four hours on such recall or on each of such recalls.

(d) Saturday Work

Except as provided in Part V - HOURS OF WORK, PENALTY PAYMENTS AND OVERTIME, Clause 4 - Shift Work an employee engaged to work overtime on a Saturday shall be afforded at least three hours work or paid for three hours at the appropriate rate except where such overtime is continuous with overtime commenced on the day previous.

(e) Stand-by

An employee who is required by the employer to be available for a call back or be available to work after hours shall until notified by the employer be paid the ordinary hourly rate of wage as specified in Part III - WAGES AND RELATED MATTERS, Clause 1 – Wage Rates.

(f) Rest Period

An employee working overtime shall be allowed a rest period of 20 minutes without deduction of pay after each four hours of overtime worked if the employee continues to work after each rest period.

Unless the period of overtime is less than one and a half hours an employee before starting overtime after working ordinary hours shall be allowed a meal break not exceeding 20 minutes which shall be paid for at ordinary rates.

However, an employer and employee may agree to any variation of this provision to meet the circumstances of the work in hand.

PROVIDED that the employer shall not be required to make any payment in respect of any time allowed in excess of 20 minutes.

(g) Requirement to Work Reasonable Overtime

An employer may require an employee to work reasonable overtime at overtime rates.

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:

- (i) any risk to employee health and safety;
- (ii) the employee's personal circumstances including any family responsibilities;
- (iii) the needs of the workplace or enterprise;
- (iv) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
- (v) any other relevant matter.

(h) Time Off in Lieu of Payment

Notwithstanding provisions elsewhere in the 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 subclause (a) of this clause, 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 as prescribed in Part IX - Award Compliance and Union Related Matters, Clause 1 - Time and Wages Record of this award at each time this provision is used.

3. HOLIDAYS WITH PAY AND SUNDAY WORK

- (a) An employee not engaged on continuous shift work shall be paid at the rate of double time for work done on holidays with pay as prescribed in Part VI - LEAVE AND HOLIDAYS WITH PAY, Clause 3 - Holidays with Pay or a Sunday, such double time to continue until such employee is relieved from duty.
- (b) An employee, other than a casual employee, not engaged in continuous shift work who works on a holiday with pay as prescribed in Part VI - LEAVE AND HOLIDAYS WITH PAY, Clause 3 - Holidays with Pay or a Sunday and (except for meal breaks) and continues such work shall, on being relieved from duty, be entitled to be absent until such employee has had ten consecutive hours off duty without deduction of pay for ordinary time off duty occurring during such absence.
- (c) Employees, other than those engaged in accordance with Part V - HOURS OF WORK, PENALTY PAYMENTS AND OVERTIME, Clause 4 - Shift Work required to work on a holiday with pay as prescribed in Part VI - LEAVE AND HOLIDAYS WITH PAY, Clause 3 - Holidays with Pay, or on a Sunday, shall be paid for a minimum of three hours' work.

4. SHIFT WORK

- (a) Definitions

For the purposes of this clause:

'Afternoon shift' means any shift finishing after 6.00 pm 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 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 8.00 am.

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

(b) Hours - Continuous Work Shifts

This subclause shall apply to shift workers on continuous work as herein before defined. The ordinary hours of shift workers shall average 38 per week inclusive of rest periods and shall not exceed 152 hours in 28 consecutive days.

PROVIDED that where the employer and the majority of employees concerned agree, a roster system may operate on the basis that the weekly average of 38 ordinary hours is achieved over a period which exceeds 28 consecutive days. Subject to the following conditions, such shift workers shall work at such times as the employer may require.

PROVIDED FURTHER that:

- (i) in any arrangement of ordinary working hours where the ordinary working hours are to exceed eight on any shift the arrangement of hours shall be subject to agreement between the employer and the majority of employees in the work section or sections concerned; and
- (ii) by agreement between an employer, the union or unions concerned and the majority of employees in the work section or sections concerned, ordinary hours not exceeding 12 on any day may be worked subject to:
 - (1) the employer and the employees concerned being guided by the occupational health and safety provisions of the Australian Council of Trade Unions Code of Conduct on 12-hour shifts;
 - (2) proper health and monitoring procedures being introduced;
 - (3) suitable roster arrangements being made; and
 - (4) proper supervision being provided;
- (iii) except at the regular changeover of shifts an employee shall not be required to work more than one shift in each 24 hours;

(iv) a minimum of 20 minutes shall be allowed to shift workers each shift for a rest period, which shall be counted as time worked.

(c) Hours - Other than Continuous Shift Work

This subclause shall apply to shift workers not upon continuous work as herein before defined. The ordinary hours of work shall be an average of 38 hours per week to be worked on one of the following bases:

- (i) 38 hours within a period not exceeding seven consecutive days; or
- (ii) 76 hours within a period not exceeding 14 consecutive days; or
- (iii) 114 hours within a period not exceeding 21 consecutive days; or
- (iv) 152 hours within a period not exceeding 28 consecutive days.

The ordinary hours shall be worked continuously except for meal breaks at the discretion of the employer. An employee shall not be required to work for more than five hours without a break for a meal. Except at regular changeover of shifts an employee shall not be required to work more than one shift in each 24 hours.

PROVIDED that:

- (i) the ordinary hours of work prescribed herein shall not exceed ten hours on any day;
- (ii) in any arrangement of ordinary working hours where the ordinary working hours are to exceed eight on any shift the arrangement of hours shall be subject to agreement between the employer and the majority of employees in the work or sections concerned; and
- (iii) by agreement between an employer, the union or unions concerned and the majority of employees in the work section or sections concerned, ordinary hours not exceeding 12 on any day may be worked subject to:
 - (1) the employer and the employees concerned being guided by the occupational health and safety provisions of the Australian Council of Trade Unions Code of Conduct on 12-hour shifts;
 - (2) proper health and monitoring procedures being introduced;
 - (3) suitable roster arrangements being made;
 - (4) proper supervision being provided.

(d) Rosters

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

(e) Variation by Agreement

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

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

(f) Afternoon or Night Shift Allowance

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

Shift workers who work on any afternoon or night shift which does not continue for at least five successive afternoons or nights in a five day workshop or for at least six successive afternoons or nights in a six day workshop shall be paid for each shift at the rate of time and a half for the first four hours and double time thereafter.

An employee who:

- (i) during a period of engagement on shift, works night shift only; or
- (ii) remains on night shift for a longer period than four consecutive weeks; or
- (iii) works on a night shift which does not rotate or alternate with another shift or with day work so as to give them at least one-third of their working time off night shift in each shift cycle,

shall during such engagement, period or cycle, be paid at the rate of time and a quarter for all time worked during ordinary working hours on such night shifts.

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

(h) Overtime

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

- (i) if employed on continuous work be paid at the rate of double time; or
- (ii) if employed on other shift work be paid at the rate of time and a half for the first three hours and double time thereafter, except in each case when the time is worked:
 - (1) by arrangement between the employees themselves; or
 - (2) for the purpose of effecting the customary rotation of shifts; or
 - (3) is due to the fact that the relief person does not come on duty at the proper time; or
 - (4) on a shift to which an employee is transferred on short notice as an alternative to standing the employee off in circumstances which would entitle the employer to deduct payment for a day in accordance with Part II - EMPLOYMENT RELATIONSHIP AND ASSOCIATED MATTERS, Clause 1 - Contract of Employment, subclause (b) hereof.

PROVIDED that when not less than one full shift's notice has been given to the employer by the relief person that will be absent from work and the employee who should have been relieved is not relieved, the unrelieved employee shall be paid at the rate of time and a half for the first three hours on duty after the employee had finished their ordinary shift and at the rate of double time thereafter, except where the employee is required to continue to work on their rostered day off when the employee shall be paid double time.

(i) Sundays and Holidays with Pay

Shift workers on continuous shifts for work carried out on a rostered shift the major portion of which is performed on a Sunday or holiday with pay as prescribed in Part VI - LEAVE AND HOLIDAYS WITH PAY, Clause 3 - Holidays with Pay shall be paid at the rate of time and a half.

Shift workers on other than continuous work for all time worked on a Sunday or holiday with pay as prescribed in Part VI - LEAVE AND HOLIDAYS WITH PAY, Clause 3 - Holidays with Pay shall be paid at the rates prescribed by Part V - HOURS OF WORK, PENALTY PAYMENTS AND OVERTIME, Clause 3 - Holidays with Pay and Sunday Work. Where shifts commence between 11.00 pm and midnight on a Sunday or holiday with pay as prescribed in Part VI - LEAVE AND HOLIDAYS WITH PAY, Clause 3 - Holidays with Pay, the time so worked before midnight shall not entitle the employee to the Sunday or holiday rate as prescribed in Part V - HOURS OF WORK, PENALTY PAYMENTS AND OVERTIME, Clause 3 - Holidays with Pay and Sunday Work.

PROVIDED that the time worked by an employee on a shift commencing before midnight on the day preceding a Sunday or holiday with pay as prescribed in Part VI - LEAVE AND HOLIDAYS WITH PAY, Clause 3 - Holidays with Pay and extending into a Sunday or holiday with pay shall be regarded as time worked on such Sunday or holiday with pay.

(j) Rostered Day Off Falling on a Holiday with Pay

(i) An employee who works continuous shift work and who by the circumstances of the arrangement of their ordinary hours of work is entitled to a rostered day off which falls on a holiday with pay as prescribed in Part VI - LEAVE AND HOLIDAYS WITH PAY, Clause 3 - Holidays with Pay prescribed by this clause shall, at the discretion of the employer be paid seven hours 36 minutes at ordinary rates or have an additional day added to the employees' annual leave. This provision shall not apply when the holiday with pay as prescribed in Part VI - LEAVE AND HOLIDAYS WITH PAY, Clause 3 - Holidays with Pay on which the employee is rostered off falls on a Saturday or Sunday.

(ii) In the case of an employee whose ordinary hours of work are arranged in accordance with Part V - HOURS OF WORK, PENALTY PAYMENTS AND OVERTIME, Clause 1 - Hours of Work, the weekday to be taken off shall not coincide with a holiday with pay fixed in accordance with Part VI - LEAVE AND HOLIDAYS WITH PAY, Clause 3 - Holidays with Pay hereof.

PROVIDED that in the event that a holiday with pay as prescribed in Part VI - LEAVE AND HOLIDAYS WITH PAY, Clause 3 - Holidays with Pay is prescribed after an employee has been given notice of their weekday off in accordance with Part V - HOURS OF WORK, PENALTY PAYMENTS AND OVERTIME, Clause 1 - Hours of Work, and the public holiday falls on the weekday the employee is to take off, the employer shall allow the employee to take the day off on an alternative weekday.

5. MEAL BREAKS

(a) An employee shall not be required to work for more than five hours without a break for a meal.

PROVIDED that:

(i) in cases where canteen or other facilities are limited to the extent that meal breaks must be staggered and as a result it is not practicable for all employees to take a meal break within five hours, an employee shall not be required to work for more than six hours without a break for a meal; and

(ii) by agreement between an employer and the majority of employees in the plant, work section or sections concerned, an employee may be required to work in excess of four hours but not more than six hours at ordinary rates of pay without a meal break.

- (b) The time of taking a scheduled meal break or rest break by one or more employees may be altered by an employer if it is necessary to do so in order to meet a requirement for continuity of operations.
- (c) An employer may stagger the time of taking a meal and rest break to meet operational requirements.
- (d) Subject to the provisions of subclause (a) hereof, an employee employed as a regular maintenance worker shall work during meal breaks at ordinary rates of pay whenever instructed to do so for the purpose of making good breakdown of plant or upon routine maintenance of plant which can only be done while such plant is idle.
- (e) Except as provided in subclauses (a) and (d) hereof, and except where any alternative arrangement is entered into as a result of in-plant discussions, time and a half rates shall be paid for all work done during meal hours and thereafter until a meal break is taken.

6. EXTRA RATES NOT CUMULATIVE

Extra rates in this award except rates prescribed in Part IV - ALLOWANCES, Clause 4 - Special Rates hereof are not cumulative so as to exceed the maximum of double the ordinary rates.

PART VI - LEAVE AND HOLIDAYS WITH PAY

1. ANNUAL LEAVE

(a) Period of Leave

(i) Day Workers

A period of 152 hours shall be allowed annually to an employee after 12 month's continuous service (less the period of annual leave).

(ii) Shift Workers

In addition to the leave herein before prescribed seven-day shift workers who are rostered to work regularly on Sundays and holidays with pay as prescribed in Part VI - LEAVE AND HOLIDAYS WITH PAY, Clause 3 - Holidays with Pay shall be allowed 38 hours.

Where an employee with 12 months' continuous service is engaged for part of the 12 monthly period as a seven-day shift worker they shall be entitled to have the period of annual leave prescribed in paragraph (i) increased by 3.16 hours for each calendar month the employee is continuously engaged.

(b) Annual Leave Exclusive of Holidays with Pay

(i) Subject to this subclause, the annual leave prescribed by this clause shall be exclusive of any of the holidays with pay prescribed by Part VI - LEAVE AND HOLIDAYS WITH PAY, Clause 3 - Holidays with Pay, and if any such holiday falls within an employee's period of annual leave and is observed on a day which, in the case of that employee, would have been an ordinary working day, there shall be added to the period of annual leave, time equivalent to the ordinary time which the employee would have worked if such day had not been a holiday.

(ii) Where a holiday with pay as prescribed in Part VI - LEAVE AND HOLIDAYS WITH PAY, Clause 3 - Holidays with Pay falls as mentioned in subclause (b) (i) and the employee fails without reasonable cause, (proof of which shall be supplied by the employee to the employer at their ordinary starting time on the working day immediately following the last day of the period of annual leave) shall not be entitled to be paid for such holiday.

(c) Calculation of Continuous Service

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

(i) any interruption or termination of the employment by the employer if such interruption or termination has been made merely with the intention of avoiding obligations hereunder in respect of leave of absence;

- (ii) any absence from work on account of personal sickness or accident, and in calculating the period of 12 months' continuous service, absence on account of personal sickness or accident to the extent of 91 days in any 12 months shall be deemed to be part of the period of continuous service;
- (iii) any absence with reasonable cause proof whereof shall be upon the employee or leave lawfully granted by the employer, shall not be taken into account in calculating the period of 12 months' continuous service.

(d) Broken Leave

The annual leave shall be given and taken in one or two continuous periods. If the annual leave is given in two continuous periods, then one of those two periods must be of at least 21 consecutive days, including non-working days.

PROVIDED that if the employer and employee so agree, the annual leave entitlement may be given and taken in two separate periods, or in three separate periods.

PROVIDED FURTHER that an employee may, with the consent of the employer, take short term annual leave, not exceeding four days in any calendar year, at a time or times separate from any of the periods determined in accordance with this subclause.

(e) Proportionate Leave on Termination of Service

If, after one calendar month of continuous service in any qualifying 12 monthly period an employee lawfully leaves their employment, or their employment is terminated by the employer through no fault of the employee the employee shall be paid at 12.666 hours of ordinary time earnings (as defined) for each completed calendar month of continuous service.

(f) Payment in Lieu Prohibited

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

(g) Payment for Period of Leave

- (i) All employees, before going on leave, are to be paid the wages they would have received in respect of the ordinary time they would have worked had they not been on leave during the relevant period, including allowances, loadings and penalties paid for all purposes of the award.
- (ii) Annual Leave Loading

During a period of annual leave an employee will receive a loading calculated on the rate of wage prescribed by subclause (g)(i).

The loading shall be as follows :

- (1) Day Workers - employees who would have worked on day work only had they not been on leave - a loading of 17½ per cent.
- (2) Shift Workers - employees who would have worked on shift work had they not been on leave - a loading of 17½ per cent or the shift loading whichever is the greater but not both.

(h) Calculation of Service

Where the employer is a successor or assignee or transmittee of a business, if an employee, in the employment of the employer's predecessors at the time when the employer became such successor or assignee or transmittee, then that employee shall, in respect of the period during which the employee was in the service of the predecessor, be deemed to be in the service of the employer.

(i) 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. Where practicable, and unless otherwise mutually arranged between the employer and the employee, at least two weeks' notice shall be given to the employee that the period of annual leave is to be taken.

PROVIDED that by agreement between an employer and an employee, annual leave may be taken within the period of 12 months from the date at which it falls due.

(j) Annual Close Down

Where an employer closes down the plant, or a section or sections thereof, for the purposes of allowing annual leave to the bulk of the employees in the plant, or section or sections concerned, the following provisions shall apply:

- (i) The employer may, by giving not less than four weeks notice of the intention so to do, stand off for the duration of the close down all employees in the plant, or section or sections concerned, and allow for those who are not then qualified for a full entitlement to annual leave for 12 months continuous service, pursuant to subclause (a) of this clause, paid leave on a proportionate basis at the appropriate rate of wage as prescribed in subclause (g) hereof for 2.923 hours for each 38 ordinary hours worked. The hourly rate shall be calculated in accordance with Part III - WAGES AND RELATED MATTERS, Clause 1 – Wage Rates of this award.

- (ii) An employee who has then qualified for a full entitlement to annual leave for 12 months continuous service pursuant to subclause (a) hereof, and has also completed a further week or more shall also be paid at the appropriate rate of wage as prescribed by subclause (g) of this clause for 2.923 hours for each 38 ordinary hours worked since the close of the employee's last 12 monthly qualifying period. The hourly rate shall be calculated in accordance with Part III - WAGES AND RELATED MATTERS, Clause 1 – Wage Rates of this award.
- (iii) The next 12 monthly qualifying period for each employee affected by such close down shall commence from the day on which the plant, or section or sections concerned, is reopened for work.

PROVIDED that all time during which an employee is stood off without pay for the purposes of this subclause shall be deemed to be time of service in the next 12 monthly qualifying period.

- (iv) If in the first year of service with an employer an employee is allowed proportionate annual leave under subclause (j) paragraph (i) hereof, and subsequently within such year lawfully leaves the employment of the employer or employment is terminated by the employer through no fault of the employee, the employee shall be entitled to the benefit of subclause (e) of this clause subject to adjustment for any proportionate leave which may have been allowed as aforesaid.
- (v) An employer may close down the plant for one or two separate periods for the purpose of granting annual leave in accordance with this subclause. If the employer closes down the plant in two separate periods one of those periods shall be for a period of at least 21 consecutive days, including non-working days.

PROVIDED that where the majority of employees concerned agree, an employer may close down the plant, section or sections in one, two or three separate periods for the purposes of granting annual leave in accordance with this subclause.

PROVIDED FURTHER that if an employer closes down the plant on more than one occasion, one of those periods shall be for a period of at least 14 consecutive days including non-working days. In such cases, the employer shall advise the employees concerned of the proposed dates of each close down before asking them for their agreement.

(k) Part Close Down and Part Rostered Leave

- (i) An employer may close down the plant, or a section or sections thereof, for a period of at least 21 consecutive days, including non-working days and grant the balance of the annual leave due to an employee in one continuous period in accordance with a roster.

PROVIDED that by agreement with the majority of employees concerned, an employer may close down the plant for a period of at least 14 consecutive days including non-working days and grant the balance of the annual leave due to an employee by mutual arrangement.

- (ii) An employer may close down the plant, or a section or sections thereof, for a period less than 21 consecutive days including non-working days and allow the balance of the annual leave due to an employee in one or two continuous periods either of which may be in accordance with a roster. In such case, the granting and taking of annual leave shall be subject to the agreement of the employer and the majority of the employees in the plant, or a section or sections thereof, respectively, and before asking the employees concerned for their agreement the employer shall advise them of the proposed date of the close down or close downs and the details of the annual leave roster.
- (l) Notwithstanding provisions elsewhere in the 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, as prescribed in Part IX - AWARD COMPLIANCE AND UNION RELATED MATTERS, Clause 1 - Time and Wages Record of this award.

2. BEREAVEMENT LEAVE

- (a) An employee shall on the death of a spouse, father, mother, child, stepchild, brother, sister, mother-in-law, father-in-law, stepmother, stepfather, grandfather, grandmother, 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 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 leisure days off, annual leave or other period of leave entitlement.

Proof of such death, in the form of a death notice or other written evidence.

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

(b) Unpaid Bereavement Leave

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

(c) Casual Employees and Employees in Receipt of a Loading in lieu of Paid Leave

(i) Subject to the evidentiary requirements in subclause (a), casual employees and employees in receipt of a loading in lieu of paid leave 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 and employees in receipt of a loading in lieu of paid leave 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. HOLIDAYS WITH PAY

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

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

(b) Payment for the holidays mentioned in subclause (a) which are taken and not worked, shall be at the normal rate of pay which would have applied to the

employee concerned when, if it were not for such holiday, the employee had been at work.

- (c) Payment to an employee for work performed on holidays mentioned in subclause (a) shall be at the rates prescribed elsewhere in this award.
- (d) **'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.

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 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 other wise 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

The provisions of this clause apply to an employee, other than one engaged as a casual or part-time employee in receipt of a loading in lieu of an entitlement to paid leave as specified in Part II –EMPLOYMENT RELATIONSHIP AND ASSOCIATED MATTERS Clause 1 – Contract of Employment subclause (c)(iii). The entitlements of casual employees and employees in receipt of a loading in lieu of an entitlement to paid leave are set out in subclause (j) – Casual Employees and Employees in Receipt of a Loading in lieu of Paid Leave – 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) The employee shall not be entitled to such leave of absence for any period in respect of which there is an entitlement to workers' compensation.
- (iii) The employee shall not be entitled in any year (whether in the employment of one employer or of more) to personal leave credit in excess of 76 hours 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 new employment require an employee to make a sworn declaration or other written statement as to what paid leave of absence has occurred from any employer during the then current year, and upon such statement the employer shall be entitled to rely and act.
- (v) In the case of employees paid in accordance with Part III - WAGES AND RELATED MATTERS, Clause 1 – Wage Rates, subclause 2 – Piece-Work personal leave entitlements shall be calculated on a proportionate basis.
- (vi) Sickness on Day Off

Where an employee is sick or injured on the weekday the employee was to take off in accordance with Part V - HOURS OF WORK, PENALTY PAYMENTS AND OVERTIME, Clause 1 - Hours of Work, such employee shall not be entitled to personal pay nor personal pay entitlement be reduced.

- (vii) Alternative Methods of Payment

Where the employer and the majority of employees concerned agree, an alternative method of calculating personal leave entitlements to that provided for in this clause may be introduced.

- (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, wherever practicable, notify the employer of their inability to attend for work prior to the first shift of such absence. As far as practicable, the employee shall state the nature of the illness or injury and estimated duration of the 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 the employee 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 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 herein before prescribed shall be allowed by that employer in a subsequent year without diminution of the personal leave prescribed in respect of that year.

(h) 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 their employment, or for any time an employee is absent from work without producing satisfactory evidence of personal illness.

(i) 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.

(j) Casual Employees and Employees in Receipt of a Loading in lieu of Paid Leave – Caring Responsibilities

Subject to the evidentiary and notice requirements in subclauses (e) and (f), casual employees and employees in receipt of a loading in lieu of paid leave, 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 and employees in receipt of a loading in lieu of paid leave 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.

PART VII - CONSULTATION AND DISPUTE RESOLUTION

1. DISPUTES AND GRIEVANCE PROCEDURE

Subject to the provisions of the Tasmanian *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 the work supervisor.
- (b) If not settled the matter shall be discussed between the employee's delegate and work supervisor and the manager.
- (c) If not settled the matter shall be referred to the State Secretary of the union for discussions between the appropriate union representatives and management representatives.
- (d) If the matter is not settled it shall be submitted to the Tasmanian Industrial Commission for determination.
- (e) While the above procedure is followed, industrial action will be avoided and the *status quo* in existence prior to the dispute shall be maintained.
- (f) Where a bona fide safety issue is involved, the parties shall give immediate priority to resolving the issue. In resolving the issue, the parties shall give regard to recognised safety standards and any relevant legislation.
- (g)
 - (i) The procedures for reclassifying employees under this award are set out in the National Metal and Engineering Competency Standards Implementation Guide distributed by the Manufacturing, Engineering and Related Services Industry Training Advisory Board or through Automotive, Engineering and Manufacturing Industry Training Board Inc (Tas).
 - (ii) Without detracting from any of the processes set out herein any disputes shall be handled in accordance with the Disputes and Grievance Procedure as outlined herein.

2. STRUCTURAL EFFICIENCY

- (a) The parties to this award are committed to co-operating positively to increase the efficiency, productivity and international competitiveness of the industry and to enhance the career opportunities and job security of employees in the industry.
- (b) At each plant or enterprise, an employer, the employee and or their relevant union(s) shall establish a consultative mechanism and procedures appropriate to the size, structure and needs of that plant or enterprise. Measures raised by the employer, employees and/or union(s) for consideration shall be processed through that consultative mechanism and procedures.

- (c) Measures raised for consideration with subclause (b) herein shall be related to implementation of the new classification structure, the facilitated provisions contained in this award and matters concerning training.
- (d) Without limiting the rights of either an employer or a union to arbitration, any other measure designed to increase flexibility at the plant or enterprise and sought by any party shall be subject to the following requirements:
 - (i) the changes sought shall not seek to alter provisions reflecting state standards;
 - (ii) the majority of employees affected by the change must genuinely agree to the change;
 - (iii) the agreement taken as a whole shall not confer lesser benefit to any employee than is available under the award;
 - (iv) the relevant union or unions shall be advised by the employer of his or her intention to commence discussions with employees on an agreement under this clause;
 - (v) the relevant union or unions must be party to the agreement;
 - (vi) the relevant union or unions shall not unreasonably oppose any agreement;
 - (vii) where an agreement affects a provision of this award, it shall be referred to the Tasmanian Industrial Commission for registration pursuant to Section 55 of the Act.
- (e) Any disputes arising in relation to the implementation of subclauses (b) and (c) herein shall be subject to the provisions of Part VII - CONSULTATION AND DISPUTE RESOLUTION, Clause 1 - Disputes and Grievance Procedures.

3. TRAINING

- (a) The parties to this award recognise that in order to increase the efficiency, productivity and international competitiveness of industry, a greater commitment to training and skill development is required. Accordingly, the parties commit themselves to:
 - (i) developing a more highly skilled and flexible workforce;
 - (ii) providing employees with career opportunities through appropriate training to acquire additional skills; and
 - (iii) removing barriers to the utilisation of skills acquired.

- (b) Following proper consultation in accordance with Part VII - CONSULTATION AND DISPUTE RESOLUTION, Clause 2 - Structural Efficiency, subclause (b) or through the establishment of a training committee, an employer shall develop a training program consistent with:
- (i) the current and future skill needs of the enterprise;
 - (ii) the size, structure and nature of the operations of the enterprise;
 - (iii) the need to develop vocational skills relevant to the enterprise and the industry through courses conducted by accredited educational institutions and providers.
- (c) Where it is agreed a training committee be established that training committee should be constituted by equal numbers of employer and employee representatives and have a charter which clearly states its role and responsibilities, for example:
- (i) formulation of a training program and availability of training courses and career opportunities to employees;
 - (ii) dissemination of information on the training program and availability of training courses and career opportunities to employees;
 - (iii) the recommending of individual employees for training and reclassification;
 - (iv) monitoring and advising management and employees on the on-going effectiveness of the training.
- (d) (i) Where, as a result of consultation in accordance with Part VII - CONSULTATION AND DISPUTE RESOLUTION, Clause 2 - Structural Efficiency or through a training committee and with the employee concerned, it is agreed that additional training in accordance with the program developed pursuant to subclause (b) herein should be undertaken either on or off the job.

PROVIDED that if the training is undertaken during ordinary working hours the employee concerned shall not suffer any loss of pay. The employer shall not unreasonably withhold such paid training leave.

- (ii) Any costs associated with standard fees for prescribed courses and prescribed textbooks (excluding those textbooks which are available in the employer's technical library) incurred in connection with the undertaking of training shall be reimbursed by the employer upon production of evidence of such expenditure.

PROVIDED that reimbursement shall also be on an annual basis subject to the presentation of reports of satisfactory progress.

- (iii) Travel costs incurred by an employee undertaking training in accordance with this clause which exceed those normally incurred in travelling to and from work shall be reimbursed by the employer.
- (e) Subclauses (b), (c) and (d) herein shall operate as interim provisions and shall be reviewed after nine months' operation. In the meantime, the parties shall monitor the effectiveness of those interim provisions in encouraging the attainment of the objectives detailed in subclause (a) herein. In this connection, the unions reserve the right to press for the mandatory prescription of a minimum number of training hours per annum, without loss of pay, for an employee undertaking training to meet the needs of an individual enterprise and/or the industry.
- (f) Any dispute arising in relation to subclauses (b) and (c) shall be subject to the provisions of Part VII - CONSULTATION AND DISPUTE RESOLUTION, Clause 1 - Disputes and Grievance Procedures.

PART VIII - OCCUPATIONAL HEALTH AND SAFETY, TOOLS AND AMENITIES

1. PROTECTIVE CLOTHING, EQUIPMENT AND TOOLS

- (a) Damage to clothing and tools - compensation to the extent of the damage sustained shall be made where in the course of the work, clothing or tools are damaged or destroyed (by fire or molten metal or through the use of corrosive substances).

PROVIDED that the employer's liability in respect of tools shall be limited to such tools of trade as are ordinarily required for the performance of the employee's duties.

- (b) Gas masks - the employer shall ensure that sufficient gas masks are available to enable each employee, when engaged on repairs to refrigeration plants outside the employer's premises, to take one with such person.
- (c) Gloves - suitable canvas or leather gloves shall be provided by employers for operators of pneumatic tools and/or punch shearing machines and suitable gloves or pads for such other work as required.
- (d) Goggles - suitable mica or other goggles shall be provided by the employer for each employee using emery wheels or where used by more than one employee such goggles shall be sterilised before being used by another employee. An employee when working on emery wheels shall wear the goggles provided for their protection. Goggles containing celluloid shall not be considered suitable for the purposes of this provision.
- (e) Masks - where necessary suitable masks shall be provided for employees required to use compressed air for blowing dust from electrical machinery or equipment. An employee when performing such work shall wear the mask provided for their protection. Masks containing celluloid shall not be considered suitable for the purposes of this provision.
- (f) Protective clothing - galvanising, etc - employers shall provide suitable protective aprons, rubber gloves, and rubber boots or clogs, to employees engaged in the manual handling of materials over hot galvanising or tinning pots or pickling or plating baths.
- (g) Protective Equipment - Welding - Employers shall provide a sufficient supply of the undermentioned equipment to enable each welder and their assistant when engaged on work necessitating its use to be supplied with same:
- (i) suitable fire and heatproof materials;
 - (ii) hand screen or helmets fitted with coloured glass (or in the case of oxy-acetylene operators protective glasses with side shield);
 - (iii) anti-flash goggles;

- (iv) aprons, leather sleeves and leggings (or coveralls of flameproof material) and gauntlet gloves, and
- (v) gum or other insulating boots when working in places so damp that danger of electric shock exists.

An employee who is pursuant to this subclause supplied with any of the equipment specified herein shall wear or use as the case may be such equipment in such a way as to achieve the purpose for which it is supplied. Where electric arc operators are working, screens which shall be suitable and sufficient for the purpose shall be provided by the employer for the protection of employees from flash.

- (h) Tools - the employer shall provide for each employee such tools of trade as required for the carrying out of such functions relevant to the occupational stream. The employee shall replace or pay for any tools so provided if lost or damaged through negligence.
- (i) Patternmakers at the conclusion of their employment shall be allowed one hour for grinding tools.
- (j) Clothing -
 - (i) Employees engaged in the servicing of amusement and/or vending machines shall:
 - (1) if engaged on outside servicing work be issued with a sufficient number of dust coats to ensure that their appearance will be in keeping with their occupation; or
 - (2) if engaged on cleaning work in which a liquid cleaner is used be supplied with suitable protective clothing.
 - (ii) Where an employer requires an employee to wear outer clothing or protective clothing of a distinctive colour or style, such clothing shall be supplied by the employer without cost to the employee. The cost of repair and replacement of such clothing shall likewise be the responsibility of the employer.
 - (iii) For employees not elsewhere provided for in this clause, the employer is to supply and maintain overalls as required.
 - (iv) Draughting employees shall not be required to provide more than the following items of equipment: compasses, two set squares, protractor, a 40 cm scale, slide rule and a pocket calculator.

PART IX - AWARD COMPLIANCE AND UNION RELATED MATTERS

1. TIME AND WAGES RECORDS

Each employer shall keep such records of employment as required by section 75 of the *Industrial Relations Act 1984* and Regulation 23 of the *Industrial Relations Regulations 1993*.

2. RIGHT OF ENTRY

Right of entry shall be in accordance with Section 77 of the *Industrial Relations Act 1984* (as amended).

3. SHOP STEWARDS

An employee appointed shop steward in the factory, office or department in which the employee is employed shall, upon notification thereof to their employer, be recognised as the accredited representative of the union to which the employee belongs and shall be allowed the necessary time during working hours to interview the employer or their representative on matters affecting employees whom they represent.

PROVIDED that a shop steward shall not unnecessarily call meetings or disrupt production on work continuity in the performance of union duties.

4. NOTICE BOARD

The employer shall permit a notice board of reasonable dimensions to be erected in a prominent position in the plant or in separate buildings in each plant so that it will be reasonably accessible to all the employees working under the award. Accredited union representatives shall be permitted to put on the notice board or boards union notices, signed or countersigned by the representative posting it. Any notice posted on such board not so signed or countersigned may be removed by an accredited union representative or by the employer.

