

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 TRADES (STATE EMPLOYEES) AWARD

ORDER BY CONSENT -

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

AMEND THE METAL TRADES (STATE EMPLOYEES) AWARD BY DELETING ALL CLAUSES CONTAINED THEREIN AND INSERTING IN LIEU THEREOF THE FOLLOWING; AND THE AWARD IS CONSOLIDATED:

1. TITLE

This award shall be known as the "Metal Trades (State Employees) Award".

2. SCOPE

- (a) This award shall apply to work performed by State employees under the *Tasmanian State Service Act 1984*, and for whom classifications appear in Clause 8 - Wage Rates of the Award.
- (b) Notwithstanding subclause (a), this award shall apply to persons employed in the classifications contained in Clause 8 - Wage Rates in the following Agencies only:

Department of Main Roads
Education Department
Forestry Commission
Housing Department

3. ARRANGEMENT

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4. DATE OF OPERATION

This award shall be operative from the first full pay period commencing on or after 1 August 2008.

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

5. SUPERSESION AND SAVINGS

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

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

PROVIDED ALWAYS that the provisions of the Tasmanian State Service Act 1984 and the Regulations made thereunder, shall continue to apply to the employees or classes of employee covered by this award as and where such Act and Regulations are applicable, save insofar as the salary to be received by and the conditions of service of such employees or classes of employee are inconsistent with the provisions of this award.

6. PARTIES AND PERSONS BOUND

This award shall apply to and be binding upon: -

- (a) all employees (whether members of a Registered Organisation or not) for whom classifications appear in this award.
- (b) the following organisation/s of employees in respect of whom award interest has been determined: -
 - (i) the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union and the officers of that organisation and their members for whom classifications appear in this award.
 - (ii) the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing And Allied Services Union Of Australia and the officers of that organisation and their members for whom classifications appear in this award; and
- (c) the Controlling Authority having an interest in this award is the Minister Administering the State Service Act 2000, in relation to all employees (as defined).

7. DEFINITIONS

- (a) Definitions

'Automotive Serviceman' means an adult employee not being a tradesman engaged in checking and adjusting in the process of pre-delivery or after sales service in accordance with manufacturers' periodic service procedures but excluding any function requiring a tradesman's skill and knowledge.

'Battery Fitter' means an employee wholly engaged in the erection, overhauling or repairing of storage batteries.

'Bodymaker - First Class' means an employee engaged in the building of bodies without the aid of jigs.

'Boilermaker' means an employee who is required to develop work from drawings or prints or to make templates, or to apply general trade experience in the fabrication, erection and/or repairing of steel or iron ships, or boilers and other vessels subject to greater pressure than the weight of their contents including iron and steel receivers or retorts, also riveting by hand or machine, caulking, chipping and operating all machines used in connection with the foregoing (other than stationary drilling machines).

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

'Coach Body Builder' means an employee who repairs the chassis and bodies of coaches.

'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:

- (a) in the case of a ship, inside complete tanks, chain lockers and peaks, in the bilges under engine beds, under engine rooms and stokehold floors, or under or inside boilers;
- (b) 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;
- (c) in other cases, inside boilers, steam drums, mud drums, fire boxes of vertical or road vehicle boilers, furnaces, flues, combustion chambers, receivers, buoys, tanks, superheaters, or economisers.

'Diesel Fitter' means an employee engaged in repairing and/or overhauling wheeled or tracked type mobile equipment associated with:

- (a) construction equipment;
- (b) earth moving equipment or agricultural and industrial mobile equipment such as petrol and/or diesel engines, chassis, transmission, hydraulics, electrical systems and ancillary equipment.

'Dogman and/or Crane Chaser working with mobile equipment' means a dogman and/or crane chaser working with mobile cranes. This definition does not apply to a dogman and/or crane chaser who is permanently employed in a workshop, nor does it apply when he/she is using a mobile crane which is permanently stationed in a workshop.

'Double fires' means work in connection with which a furnace or fire is used and on which 2 or more men are assisting or working with a smith in treating the material which has been through the furnace or fire.

'Electrical Instrument Maker and/or Repairer' means an employee employed in an electric supply undertaking who is required to design test, repair and build electrical measuring and/or recording appliances and/or instruments (not including consumer's meters) and carry out experiments on same in a workshop or laboratory.

'Employee' means a person temporarily employed under the provisions of the Tasmanian *State Service Act 2000*, who occupies a position classified in accordance with Clause 2, Scope.

'Employer' means the Minister responsible for the administration of the Tasmanian *State Service Act 2000*.

'Employee required to work alone' means an employee who works alone away from his/her established depot.

'Fitter' means an employee engaged as a mechanical fitter or diesel fitter.

'Machinist - First Class' means an employee who is partly or wholly engaged in setting up and operating the following machines:

lathe, boring machine, milling machine, planing machine, shaping machine, slotting machine, precision grinding machine and a drilling machine where the operator uses the same precision tools as fitters and turners.

'Machinist - Second Class' means an adult employee not engaged as a tradesman who is not required to work from drawings or prints or to do precision work but who is engaged in operating or in setting up and operating all machines, other than a drilling machine, enumerated in the definition of machinist first class.

'Motor Mechanic' means an employee engaged in repairing, altering, overhauling, assembling (except for the first time in Australia), or testing metal and/or electrical parts of the engine or chassis of motor cars, motorcycles and other motor vehicles.

'Panel Beater' means an employee who makes panels or mudguards from the sheet by hand or partly with the aid of machines or repairs panel work on used vehicles.

'Rigger and/or Splicer' means an adult employee who is responsible for the erection of tackle and/or who is required amongst other duties to splice wire rope.

'Sheet Metal Worker - First Class' means an employee working to scales, prints or drawings or applying general trade experience or knowledge to the making of sheet metal products and/or the erection or installation thereof.

'Sheet Metal Worker - Second Class' means an adult employee working at the bench in the making and/or repairing of sheet metal products not calling for the use of prints or drawings or measurements.

'Tool and/or Material Storeman' means an adult employee receiving, storing and issuing tools and other requirements in a tool store or any like store wherein the work is similar to that done in a tool store.

'Storeman-in-Charge' means a storeman working singly and who has control of an isolated store where no direct supervision is exercised and who is responsible for receipt, controls issues and stock checking of goods and/or material, notation and preparations of necessary documents.

'Structural Steel Tradesman' means an employee engaged in assembly, plating, bolting (temporary or otherwise), riveting by hand or machine, caulking, chipping, staying, reaming, drilling (other than stationary machines), or who in the course of his/her work operates machines for punching and shearing, rolling, bending, angle or plate straightening, or hydraulic presses, or nipping and notching machines, in connection with the making and/or repairing of tanks, water locks, towers (other than agricultural and pastoral types), wagons, tenders, trucks, rolling stock, bridges, girders, columns, principals (roofs or otherwise), trusses, structural iron and steel work, but not including parts of standardised frame buildings made in quantities.

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

'Trades Assistant' means an adult employee directly assisting a tradesman.

'Toolmaker' means an employee making and/or repairing any precision tool gauge, die or mould to be affixed to any machine who designs or lays out his/her work and is responsible for its proper completion and includes any employee engaged in or in connection with the making of any tool, gauge, die or mould, as aforesaid who by agreement with the employer is classified as a toolmaker.

'Trimmer' means an employee who is required to cut materials by hand.

'Welder - Special Class' means an employee using electric arc and/or oxy acetylene equipment and who is required to, and is competent to, apply general trade experience in welding all the following classes of metals: mild steel, stainless steel, cast iron, aluminium, copper, brass, die- cast metal and magnesium.

'Welder - First Class' means an employee using electric arc and/or oxy acetylene blowpipe and/or coal gas cutting plant or flame hardening who is required to apply general trade experience as a welder or flame hardener respectively.

'Welder - Second Class' means an adult employee using an electric arc or oxy acetylene blowpipe who is not a welder first class or welder third class.

'Welder - Third Class' means an adult employee using an electric spot or butt welding machine or cutting scrap with an oxy acetylene blowpipe.

'Vehicle/Spray Painter' means an employee employed to paint and/or spray vehicles and includes an employee required to paint and/or spray mechanical and/or chassis components.

(b) Flexibility of Employment

- (i) Motor Mechanics and Diesel Mechanics may use oxy-welding equipment for minor repair work, but not structural work, provided they have exhibited evidence of ability to perform the work at the necessary skill level. Provided further that this arrangement is not extended to work in D.M.R. depots.

Work of a safety nature shall be done by qualified tradesmen.

- (ii) Tradesmen working in the Forestry Commission workshop at Geeveston may be required, as part of the normal duties, to use the Herless Metal Lathe as, and when, necessary.
- (iii) Provided the employees have the necessary skills, the following occupations are to be regarded as interchangeable to suit fluctuating work demands in the non-trade classifications:

Bender, Dogman/Chaser, Lubritorium Attendant, Second-class Machinist, Storeman (Tools and Materials), Trades Assistant (including operating overhead crane and mobile crane, where employees have the appropriate qualification).

- (iv) Foremen may use the tools of trade for instruction and teaching purposes only; not for production work.

8. WAGE RATES

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

		Amount per Week
		\$
1	Automotive Electrician	614.10
2	Automotive Serviceman	555.10
3	Battery Fitter	614.10
4	Bender	546.10
5	Boilermaker/Welder	614.10
6	Coach Body Builder	614.10
7	Diesel Fitter	614.10
8	Dogman/Crane Chaser	546.10
9	Electrical Instrument Maker	653.80
10	Employee required to work alone	588.10
11	Fitter and Turner	614.10
12	Lubritorium Operator	546.10
13	Machinist First Class	614.10
14	Machinist Second Class	546.10
15	Mechanical Fitter	614.10
16	Motor Mechanic	614.10
17	Motor Cycle & Small Engine Mechanic	614.10
18	Panel Beater (inc. Fixer & Panel Hanger)	614.10
19	Rigger/or Splicer - (i) less than 12 months experience	551.90
	(ii) thereafter	557.60
20	Sheet Metal Worker (First Class)	614.10
21	Sheet Metal Worker (Second Class)	546.10
22	Storeman (Tools/Material)	553.00
23	Storeman-in-Charge	565.90
24	Structural Steel Tradesman	614.10
25	Toolmaker	668.00
26	Trade's Assistant	546.10
27	Trimmer	614.10
28	Vehicle/Spray Painter	614.10
29	Welder - Special	634.80
30	Welder - First Class	614.10
31	Welder - Second Class	546.10
32	Welder - Third Class	546.10

PROVIDED that an employee, other than a probationer or apprentice - see Clause 10 - Apprentices, subclause (b) - who uses tools in performing work usually carried out by a tradesman shall be paid no less than the appropriate wage prescribed for a tradesman.

(b) Supported Wage System

(i) Eligibility criteria

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

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

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

(ii) For the purposes of this subclause:

- (1) **'Supported Wage System'** means the Commonwealth Government System to promote employment for people who cannot work at full award wages because of a disability.
- (2) **'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.
- (3) **'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.
- (4) **'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.

(iii) Supported wage rates

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

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

PROVIDED that the minimum amount payable shall be not less than \$66.00 per week.

(iv) 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:

- (1) the employer and a union party to the award, in consultation with the employee or, if desired by any of these;
- (2) the employer and an accredited Assessor from a panel agreed by the parties to the award and the employee.

(v) Lodgment of assessment instrument

- (1) 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.
- (2) 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.

(vi) 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.

(vii) 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.

(viii) 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.

(ix) Trial Period

- (1) In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this subclause for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding 4 weeks) may be needed.
- (2) 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 (iv) and (v).
- (3) The minimum amount payable to the employee during the trial period shall be no less than \$66.00 per week or such greater amount as is agreed from time to time between the parties.
- (4) Work trials should include induction or training as appropriate to the job being trialed.
- (5) 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 (iii) hereof.

9. ANNUAL LEAVE

(a) Period of Leave

- (i) Subject to arrangements arising from items (iii) or (iv) of this subclause a period of 28 consecutive days' leave including non working days shall be allowed annually to an employee after 12 months' continuous service (less the period of annual leave).
- (ii) An employee on weekly hiring shall accrue annual leave at a rate of 2.923 hours for each 38 ordinary working hours worked.
- (iii) Annual leave may be taken consecutively or, with prior approval of the employer, in not more than two periods.
- (iv) Changes to the existing method of arranging annual leave within an Agency (in force at 9 August, 1988) may be effected by the employer after consultation with and subject to the agreement of the union(s). Such changes may include the observance of annual leave on a "rostered" basis; by "close down" or by a combination thereof.

(b) Annual Leave Exclusive of Holidays

- (i) Subject to this subclause, annual leave prescribed by this clause shall be exclusive of any of the holidays prescribed by Clause 18 - Holidays With Pay, subclauses (a)(e) and (f) hereof, 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 falls as aforesaid and the employee fails without reasonable cause, proof whereof shall be upon him/her to attend for work at his/her ordinary starting time on the working day immediately following the last day of the period of his/her annual leave he/she shall not be entitled to be paid for any such holiday.

(c) Calculation of Continuous Service

For the purpose 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 with reasonable cause, proof whereof shall be upon the employee or leave lawfully granted by the employer, but such absence shall not be taken into account in calculating the period of 12 months' continuous service.
- (iii) For the purpose of this clause, service shall be deemed to be continuous notwithstanding any absence from work on account of personal sickness or accident.

In calculating the period of 12 months continuous service any such absence as aforesaid shall except to the extent of not more than 91 days in any 12 monthly period, be taken into account in calculating the period of 12 months continuous service.

(d) Proportionate Leave on Termination of Service

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

twelve and two third hours for each completed month of service calculated in accordance with Clause 28 - Payment of Wages, subclause (i) of this award.

(e) Payment in Lieu Prohibited

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

(f) Payment for Period of Leave

- (i) Each employee before going on leave shall be paid the amount of wages he/she would have received in respect of the ordinary time he/she would have worked had he/she not been on leave during the relevant period, plus a loading equal to 17 1/2% of the amount paid in respect of annual leave. Provided that payment for the period specified in subclause (a) of this clause shall not exceed 152 ordinary hours.

(g) Calculation of Service

Where the employer is a successor or assignee or transmittee of a business and if an employee was in the employment of the employer's predecessors at the time when he/she became such successor or assignee or transmittee the employee in respect of the period during which he/she was in the service of the predecessor, shall for the purposes of this clause, be deemed to be in the service of the employer.

(h) Time of Taking Leave

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

10. APPRENTICES

(a) Wages

The wage rates for apprentices subject to this award shall be the undermentioned percentages of the rate assigned to the classification of Fitter and Turner under Clause 8 - Wage Rates of this award:

First year	42%
Second year	55%
Third year	75%
Fourth year	88%

The said minimum rates shall be calculated to the nearest 10 cents, any fraction of 10 cents not exceeding 5 cents is to be disregarded.

(b) Junior workers shall not be employed in the following occupations otherwise than under a contract of apprenticeship as hereinafter provided:

Automotive Electrical
Boilermaker/Welder
Diesel Fitter
Electrical Fitter
Electrical Mechanic
Fitter and Turner
Machinist
Motor Mechanic
Motor Cycle and Small Engine Mechanic
Panel Beater
Sheet Metal Worker
Vehicle/Spray Painter
Welder
Trimmer

(c) Junior workers may be taken on probation for 3 months and if apprenticed such 3 months shall count as part of the period of their apprenticeship. The employer shall, within 14 days of employing a probationer notify the Training Authority of Tasmania of the employment of such probationer in any of the trades mentioned.

- (d) An apprentice shall not work under any system of payment by results.
- (e) Subject only to the requirements of the Tasmanian Training Authority, nothing in this clause shall be construed in such a manner so as to prevent the employer from entering into a contract of apprenticeship with an adult.
- (f) All entitlements prescribed in this award as conditions of employment applying to other classes of employment shall likewise apply to apprentices.

11. BEREAVEMENT LEAVE

An employee shall on the death of a wife, husband, father, mother, child, stepchild, brother, sister, mother-in-law, father-in-law, stepmother, stepfather, grandfather, grandmother, be entitled upon application being made to, and approved by the employer, to leave up to and including the day of the funeral of such relative and such leave will be without deduction of pay not exceeding the number of ordinary hours worked by the employee in 3 ordinary days, provided that no payment shall be made in respect of an employee's rostered days off.

Proof of such death, in the form of a death notice or other written evidence, shall be furnished by the employee to the satisfaction of the employer. Provided furthermore that this clause shall have no operation while the period of entitlement to leave under it coincides with any other period of entitlement to leave.

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

12. CONTRACT OF EMPLOYMENT

(a) Weekly Employment

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

(b) Part-time Employment

- (i) An employee may be engaged by the week to work on a part-time basis for a constant number of hours which having regard to the various ways of arranging ordinary hours shall average less than 38 hours per week.
- (ii) An employee so engaged shall be paid per hour one thirty-eighth of the weekly rate prescribed by Clause 8 - Wage Rates for the classification in which the employee is engaged.

(iii) An employee engaged on a part-time basis shall be entitled to payments in respect of annual leave, holidays and sick leave arising under this award on a proportionate basis calculated as follows:

(1) Annual Leave

Subject to the provisions of Clause 9 - Annual Leave:

Where the employee has completed twelve months' continuous service - four week's leave at the number of ordinary hours which would otherwise have been worked during the period of leave.

Where the employee is entitled to pro-rata leave on termination or at a close down in accordance with this award the employee shall receive 2.923 hours paid at the appropriate rate of wage for each 38 ordinary hours worked.

(2) Holidays

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

Where the employee works on the holiday, such employee shall be paid in accordance with Clause 17 - Holiday Work of this award.

(3) Sick Leave

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

$$\frac{\text{Average number of hours worked in each week} \times 8}{5}$$

(4) Bereavement Leave

Where a part-time employee would normally work on any or all of the three working days following the death of a close relative which would entitle an employee on weekly hiring to bereavement leave in accordance with Clause 11 - Bereavement Leave of this award, the employee shall be entitled to be absent on bereavement leave on any or all of those three working days without loss of pay for the day or days concerned.

(5) Overtime

A part-time employee who works in excess of the hours fixed under the contract of employment shall be paid overtime in accordance with Clause 27 - Overtime of this award.

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

An employee not attending for duty shall, except as provided by the granting of authorised leave with pay lose his/her pay for the actual time of such non-attendance.

- (d) An employee shall be entitled to receive on request a reference on termination of services. Such reference shall contain at least the commencing and finishing dates of service also the classification upon which the employee was engaged, and shall become the absolute property of the employee. Any prospective or future employer shall return the reference to the employee within 7 days of having received it.

- (e) Casual Employment

A casual employee (as defined) for working ordinary time shall be paid per hour one thirty-eighth (1/38th) of the weekly rate prescribed herein for the work which he/she or she performs.

In addition thereto, a casual employee shall receive 20% 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, sick leave and holidays.

A casual employee shall receive a minimum of 4 hours work or payment for same for each start at work on any day.

A start at work shall mean the commencement of work for the day and each resumption of work after a break on any day, except a break for a meal interval, not exceeding an hour.

An employee who is not engaged specifically as a casual employee shall be deemed to be on weekly hire.

- (f) Late Comers

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

(g) Abandonment of Employment

- (i) The absence of an employee from work for a continuous period exceeding three working days without the consent of the employer and without notification to the employer shall be prima facie evidence that the employee has abandoned his/her employment.
 - (ii) Provided that if within a period of fourteen days from his/her last attendance at work or the date of his/her last absence in respect of which notification has been given or consent has been granted an employee has not established to the satisfaction of his/her employer that he/she was absent from reasonable cause, he/she shall be deemed to have abandoned his/her employment.
 - (iii) Termination of employment by abandonment in accordance with this subclause shall operate as from the date of the last attendance at work or the last day's absence in respect of which consent was granted, or the date of the last absence in respect of which notification was given to the employer, whichever is the later.
- (h) The provisions of Clause 17 - Holiday Work, Clause 27 - Overtime, Clause 32 - Rest Periods, Clause 34 - Saturday Work, and Clause 38 - Sunday Work, of this award shall also apply to casual employees.

13. DISABILITY ALLOWANCE

(a) Department of Main Roads and Education Department

- (i) Employees of the aforementioned Agencies shall be paid a disability allowance for all purposes as follows:

\$18.50 per week.
- (ii) Further, that the payment prescribed in (a) shall apply for all time worked, irrespective of where the work is carried out, but that such payment shall be in lieu of special rates as prescribed in Clause 37 - Special Rates, subclauses (d), (f) and (n), being Dirty Work, Height Money and Wet Places respectively.

(b) Forestry Commission

- (i) Mechanics shall be paid an amount of 0.49 cents per hour when required to work away from the employer's premises.
- (ii) In addition, mechanics shall be paid a "makeup" allowance of \$10.30 per week for all purposes.

- (iii) Apart from mechanics, all other employees shall be paid an allowance of \$18.50 per week for all purposes.
 - (iv) Further that the payment prescribed in (iii) shall apply for all time worked, irrespective of where the work is carried out, but that such payment shall be in lieu of special rates as prescribed in Clause 37 - Special Rates, subclauses (d),(f) and (n) being Dirty Work, Height Money and Wet Places respectively.
- (c) Agencies to Whom this Award has Application but Excluding those Appearing in Subclause (a) and (b) of this Clause.

Employees shall be paid an amount of 0.54 cents per hour when required to work away from the employer's premises.

14. EXTRA RATES NOT CUMULATIVE

Extra rates in this award, except rates prescribed in Clause 37 - Special Rates hereof, are not cumulative so as to exceed the maximum of double the ordinary rate.

15. FIRST AID

- (a) Attendant

The employer shall endeavour to have at least one employee trained to render first aid in attendance when work is performed at an establishment.

- (b) 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 \$7.70 if he/she is appointed by the employer to perform first aid duty.

16. GRIEVANCE PROCEDURES

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

- (a) In the first instar, the employee(s) and/or union(s) shall attempt to resolve the grievance or dispute with the immediate work supervisor. The local union representative(s) shall be present if desired by either party.

- (b) If the grievance dispute is not settled at that stage, the matter shall be referred to the site, plant or depot manager. The local union representative shall be present if desired by either party.
- (c) If the grievance or dispute remains unresolved, the matter shall be referred to the Agency head and the state secretary of the union(s).
- (d) It is agreed that steps (a) to (c) shall take place within seven (7) days.
- (e) If the grievance or dispute remains unresolved, the matter shall be referred to the Tasmanian Industrial Commission for decision, which shall be accepted by all parties as settlement of the grievance or dispute.
- (f) Except as to bona fide health and safety issues and until the grievance is ultimately resolved through any or all of the steps (a) to (e), work shall continue normally in accordance with custom and practice existing before the grievance or dispute arose.

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

17. HOLIDAY WORK

Except as to those provisions of Clause 18 - Holidays with Pay, subclauses (e) and (f) for all time of duty on any of the holidays mentioned in Clause 18 - Holidays with Pay hereof, payment shall be made at the rate of double time and one half.

18. HOLIDAYS WITH PAY

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

New Year's Day, Australia Day, Hobart Regatta Day (south of Oatlands), Labour Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Show Day (as defined), the first Monday in November (where Hobart Regatta Day is not observed) Christmas Day and Boxing Day.
- (b) Payment for the holidays mentioned in subclause (a) of this clause which are taken and not worked, shall be at the normal rate of pay which would have applied to the employee concerned, when, if it were not for such holiday, he/she had been at work.
- (c) Payment to an employee for work performed on holidays mentioned in subclause (a) of this clause shall be at the rates prescribed by Clause 17 - Holiday Work of 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.
- (e) Further, additional Bank Holidays which are declared, but not elsewhere in the Award prescribed as paid holidays, shall be observed as holidays with pay in the manner prescribed by subclause (b) of this clause. However, an employee who is required to work on that day shall not be entitled to penalty rates elsewhere prescribed in this Award for work on holidays but shall be entitled to receive that day as additional leave in lieu and shall be entitled to take such leave at a time mutually agreed upon between the employer and the employee.
- (f) Generally, but notwithstanding any other Bank Holidays which may be declared, the additional Bank Holidays referred to in subclause (e) of this clause are Easter Tuesday, Hobart Cup Day, Launceston Cup Day, and such other day or days which are from time-to-time declared over the Christmas/New Year period.
- (g) In the case of an employee whose ordinary hours of work are arranged in accordance with Clause 20 - Implementation of 38-Hour Week, subclause (b)(iii) or (b)(iv) or (e) the weekday to be taken off shall not coincide with a holiday fixed in accordance with subclauses (a) or (e) hereof.

PROVIDED that, in the event that a holiday is prescribed after an employee has been given notice of a weekday off in accordance with Clause 20 - Implementation of 38-Hour Week, subclause (g) of this award and the 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.

19. HOURS OF WORK

- (a) Subject to Clause 20 - Implementation of 38-Hour Week and Clause 30 - Procedures for In-Plant Discussions, and subject to the exemption hereinafter provided, the ordinary hours of work shall be an average of 38 per week to be worked on one of the following bases:
 - (i) 38 hours within a work cycle not exceeding seven consecutive days; or
 - (ii) 76 hours within a work cycle not exceeding fourteen consecutive days; or
 - (iii) 114 hours within a work cycle not exceeding twenty-one consecutive days; or
 - (iv) 152 hours within a work cycle not exceeding twenty-eight consecutive days.

- (v) Any other work cycle during which a weekly average of 38 ordinary hours are worked as may be agreed in accordance with Clause 20 - Implementation of 38-Hour Week, subclause (i) of this award.
- (b) The ordinary hours of work prescribed herein may be worked on any day or all of the days of the week, Monday to Friday.
- (c) The ordinary hours of work prescribed herein shall be worked continuously, except for meal breaks, between 6.30 am and 6pm.

PROVIDED that the ordinary working hours may be altered by mutual agreement between the employer and the union(s) concerned. The hours of work prescribed by this clause shall, except for a meal break of not less than 30 minutes nor more than 60 minutes, be continuous on each day. Such meal break shall be taken between the hours of 11.30 am and 2.30 pm and may be altered by the mutual agreement of the employer and the union(s) concerned.

PROVIDED ALWAYS 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 purposes of this subclause to be part of the ordinary hours of work.

20. IMPLEMENTATION OF 38-HOUR WEEK

- (a) Ordinary hours of work shall be an average of 38 per week as provided in Clause 19 - Hours of Work.
- (b) Except as provided in subclause (e) and (f) hereof, the method of implementation of the 38-hour week may be any one of the following:
 - (i) by employees working less than eight ordinary hours each day; or
 - (ii) by employees working less than eight ordinary hours on one or more days each week; or
 - (iii) by fixing one weekday on which all employees will be off during a particular work cycle; or
 - (iv) by rostering employees off on various days of the week during a particular work cycle so that each employee has one weekday off during that cycle.
- (c) In each plant, an assessment should be made as to which method of implementation best suits the business and the proposal shall be discussed with the employees concerned, the objective being to reach agreement on the method of implementation.

- (d) In the absence of agreement at plant level, the procedure for resolving special, anomalous or extraordinary problems shall be applied in accordance with Clause 30 - Procedures for In-Plant Discussions, subclause (e)(i),(ii) and (iii) of this award. The procedure shall be applied without delay.
- (e) Subject to the provisions of Clause 19 - Hours of Work, subclause (d) the employer and the majority of employees in the plant or section or sections concerned may agree that the ordinary working hours are to exceed eight on any day, thus enabling a weekday off to be taken more frequently than would otherwise apply.
- (f) Circumstances may arise where different methods of implementation of a 38-hour week apply to various groups or sections of employees in the plant or establishment concerned.

(g) Notice of Days Off

Except as provided in subclause (h) hereof, in cases where, by virtue of the arrangement of his/her ordinary working hours, an employee, in accordance with subclauses (b)(iii) and (iv) hereof, is entitled to a day off during his/her work cycle, such employee shall be advised by the employer at least four weeks in advance of the weekday he/she 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(s) concerned.

(h) Substitute Days

- (i) The employer, with the agreement of the union(s) concerned, may substitute the day an employee is to take off in accordance with subclauses (b)(iii) and (iv) hereof, for another day in the case of a breakdown in machinery or a failure or shortage of electric power or 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 the employer, may substitute the day he/she is to take off for another day.

(i) Programming of Rostered Days Off

- (i) The employer shall prepare a schedule which where practicable will indicate those days that are to be observed as Rostered Days Off for the ensuing 15 months.
- (ii) Where practicable Rostered Days Off shall be advanced or retarded, within the cycle, so as to be observed on the day immediately preceding or the day immediately following a holiday(s) occurring in the cycle.

(j) Flexibility in Relation to Rostered Days Off

Notwithstanding any other provisions in this clause, where the hours of work of an establishment, plant or section are organised in accordance with subclause (b)(iii) and (iv) hereof the employer, the union or unions concerned and the majority of employees in the establishment, plant, section or sections concerned may agree to accrue up to a maximum of five (5) rostered days off in special circumstances such as where there are regular and substantial fluctuations in production requirements in any year.

Where such agreement has been reached the accrued rostered days off must be taken within 12 months from 9 August 1988 and each 12 months thereafter.

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 plants concerned.

21. JUNIOR EMPLOYEES (UNAPPRENTICED)

(a) Wages

The minimum rate of wages for unapprenticed junior employees in occupations for which apprenticeship is not provided by this award shall be paid the undermentioned percentage of the rate assigned to the classification of Lubritorium Operator in Clause 8 - Wage Rates of this award:

17 years of age and under	55%
18 years of age	74%
19 years of age	85%
20 years of age	96%

(b) No unapprenticed junior shall be permitted to perform work normally carried out by a tradesman.

(c) Junior employees who are employed as drivers of motor vehicles shall be paid the following percentages of the total wage payable to an adult for the class of work performed:

Under 19 years of age	70%
19 and under 20 years of age	80%
Over 20 years of age	Adult rate

(d) A junior employee of 18 years or more shall be paid 0.50 cents per week in addition to the rates prescribed herein while he/she is employed as a furnaceman.

Junior employees employed on the following operations shall be paid at not less than the appropriate adult minimum rates:

- (i) Passing hot rivets in confined places.
 - (ii) Holding up rivets over 6.3mm diameter.
 - (iii) Assisting storeman racking and/or loading and/or unloading off vehicles of heavy steel: plates, bars or sections.
 - (iv) Carrying material to or from cupola, forge or electrical steam furnaces or using the slicer or hanging on to the end of boom. This shall not apply in the case of junior moulders.
 - (v) Assisting steel furnace ladleman, other than in daubing or repairing ladles.
 - (vi) Cutting out and punching rivets on plates.
 - (vii) Cutting plates by means of hammer and cold set.
 - (viii) On shearing machines, other than guillotine plate shearers, handling plates that weigh more than 38kg.
 - (ix) On punching machines, handling plates that weigh more than 38kg.
 - (x) On angle-iron cropping where the material weighs more than 5.2kg per metre, and is not clamped.
 - (xi) Breaking up of pig iron.
 - (xii) Operating plate edge planers in structural steel or shipbuilding yards, where the operator travels on the machine.
- (e) Prohibited Occupations
- Junior employees shall not be employed:
- (i) if under the age of 16 years, on oil or gas burners or fires used for heating of small articles; or
 - (ii) if under 18 years, as furnacemen or assistants to furnacemen.
- (f) The proportionate number of junior employees that may be employed shall not exceed one for every 3 adult employees.
- (g) A junior employee under the age of 18 years shall not be employed between the hours of 9.00 pm and 6.30 am.

Junior employees under the age of 19 years shall not be left working on their own between the hours of 9.00 pm and 6.30 am.

22. JURY SERVICE

An employee on weekly hiring required to attend for jury service during his/her ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of his/her attendance for such jury service and the amount of wage he/she would have received in respect of the ordinary time he/she would have worked had he/she not been on jury service.

An employee shall notify the employer as soon as possible of the date upon which he/she is required to attend for jury service. Further, the employee shall give the employer proof of his/her attendance, the duration of such attendance and the amount received in respect of such jury service.

23. LEADING HANDS

Leading hands in charge of:

	Amount per week \$
(a) 2 employees, or if appointed as such	19.60
(b) 3-10 employees, or if appointed as such	26.30
(c) 10-20 employees, or if appointed as such	39.50
(d) More than 20 employees, or if appointed as such	50.30

24. MATERNITY LEAVE

(a) Eligibility for Maternity Leave

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

For the purposes of this clause:

(i) An employee shall include a part-time employee but shall not include an employee engaged upon casual or seasonal work.

(ii) Maternity leave shall mean unpaid maternity leave.

(b) Period of leave and commencement of leave

(i) Subject to subclauses (c) and (f) hereof, the period of maternity leave shall be for an unbroken period of from 6 to 52 weeks and shall include a period of 6 weeks compulsory leave to be taken immediately following confinement.

(ii) An employee shall, not less than 10 weeks prior to the presumed date of confinement, give notice in writing to the employer stating the presumed date of confinement.

(iii) An employee shall give not less than 4 weeks' notice in writing to the employer of the date upon which she proposes to commence maternity leave stating the period of leave to be taken.

(iv) The employer by not less than 14 days' notice in writing to the employee may require her to commence maternity leave at any time within 6 weeks immediately prior to her presumed date of confinement.

(v) An employee shall not be in breach of this clause as a consequence of failure to give the stipulated period of notice in accordance with paragraph (iii) hereof, if such failure is occasioned by the confinement occurring earlier than the presumed date.

(c) Transfer to a safe job

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

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

(d) Variation of period of maternity leave

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

- (ii) The period of leave may, with the consent of the employer, be shortened by the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be shortened.
- (e) Cancellation of maternity leave
- (i) Maternity leave, applied for but not commenced, shall be cancelled when the pregnancy of an employee terminates other than by the birth of a living child.
 - (ii) Where the pregnancy of an employee then on maternity leave terminates other than by the birth of a living child, it shall be the right of the employee to resume work at a time nominated by the employer which shall not exceed 4 weeks from the date of notice in writing by the employee to the employer that she desires to resume work.
- (f) Special maternity leave and sick leave
- (i) Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child then
 - (a) she shall be entitled to such period of unpaid leave (to be known as special maternity leave) as a duly qualified medical practitioner certifies as necessary before her return to work; or
 - (b) for illness other than the normal consequences of confinement she shall be entitled, either in lieu of or in addition to special maternity leave, to such paid sick leave as to which she is then entitled and which a duly qualified medical practitioner certifies as necessary before her return to work.
 - (ii) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take such paid sick leave as to which she is then entitled and such further unpaid leave (to be known as special maternity leave) as a duly qualified medical practitioner certifies as necessary before her return to work, provided that the aggregate of paid sick leave, special maternity leave and maternity leave shall not exceed 52 weeks.
 - (iii) For the purposes of subclauses (g), (h) and (i) hereof, maternity leave shall include special maternity leave.
 - (iv) An employee returning to work after the completion of a period of leave taken pursuant to this subclause shall be entitled to the position which she held immediately before proceeding on such leave or, in the case of an employee who was transferred to a safe job pursuant to subclause (c), to the position she held immediately before such transfer.

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

(g) Maternity leave and other entitlements

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

- (i) An employee may, in lieu of or in conjunction with maternity leave, take any annual leave or any part thereof to which she is then entitled.
- (ii) Paid sick leave or other paid authorised award absences (excluding annual leave), shall not be available to an employee during her absence on maternity leave.

(h) Effect of maternity leave on employment

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

(i) Termination of employment

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

(j) Return to work after maternity leave

- (i) An employee shall confirm her intention of returning to her work by notice in writing to the employer given not less than 4 weeks prior to the expiration of her period of maternity leave.

- (ii) An employee, upon expiration of the notice required by paragraph (i) hereof, shall be entitled to the position which she held immediately before proceeding on maternity leave or, in the case of an employee who was transferred to a safe job pursuant to subclause (c) to the position which she held immediately before such transfer. Where such position no longer exists but there are other positions available for which the employee is qualified and the duties of which she is capable of performing, she shall be entitled to a position as nearly comparable in status and salary or wage to that of her former position.
- (k) Replacement employees
- (i) A replacement employee is an employee specifically engaged as a result of an employee proceeding on maternity leave.
 - (ii) Before the employer engages a replacement employee under this subclause, the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.
 - (iii) Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising her rights under this clause, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.
 - (iv) Provided that nothing in this subclause shall be construed as requiring the employer to engage a replacement employee.
 - (v) A replacement employee shall not be entitled to any of the rights conferred by this clause except where her employment continues beyond the 12 months' qualifying period.

25. MIXED FUNCTIONS

An employee engaged during one day on duties carrying a higher rate than his/her ordinary classification shall be paid the higher rate for such day.

26. NOTICE BOARD

The employer shall provide a lock-up 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 reasonable 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.

27. OVERTIME

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

For the purposes of this clause ordinary hours shall mean the hours fixed in an establishment in accordance with Clauses 19 - Hours of Work, Clause 20 - Implementation of 38-Hour Week and Clause 30 - Procedures for In-Plant Discussions of the award.

The hourly rate, when computing overtime shall be determined by dividing the appropriate weekly rate by 38, even in cases when an employee works more than 38 ordinary hours in a week.

- (b) An employee, other than a casual employee, after the completion of overtime work performed after his/her usual ceasing time, shall be entitled to be absent until he/she has 10 consecutive hours off duty, without deduction of pay for ordinary time of duty occurring during each absence. If, on the instruction of the employer, any employee resumes work without having had 10 hours off duty, he/she shall be paid at double rates until he/she is relieved from duty to take such rest period and he/she shall then be entitled to be absent until he/she has 10 consecutive hours off duty without deduction of pay for ordinary time of duty occurring during such absence.
- (c) Except as otherwise provided in paragraphs (a) and (b) hereof, in computing overtime each days work shall stand alone.
- (d) 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 4 hours' work at the appropriate rate for each time he/she is so recalled; provided that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full 4 hours if the job he/she was recalled to perform is completed within a shorter period.

- (e) Standing-by

An employee required to hold himself/herself in readiness to work after ordinary hours shall until released be paid standing-by time at ordinary rates from the time from which he/she is to hold himself/herself in readiness.

- (f) (i) For work done during meal breaks and thereafter until a meal break is allowed double time shall be paid.
- (ii) An employee shall not be compelled to work for more than 5 hours without a break for a meal.

(g) Meal Breaks - Maintenance Employees

Subject to the provisions of the subclause (f) (ii) of this clause an employee engaged on regular maintenance shall work during meal breaks at the ordinary rates herein prescribed whenever instructed to do so for the purpose of making good breakdowns of plant or upon routine maintenance of plant which can only be done while such plant is idle.

(h) Crib Time

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

PROVIDED that where a day worker on a 5 day week is required to work overtime on a Saturday the first prescribed crib time shall if occurring between 10.00 am and 1.00 pm be paid at ordinary rates.

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

The employer and 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.

(i) Tea Money

An employee required to work overtime for more than one and one half hours shall either be supplied with a meal by the employer or paid \$14.60 for each meal.

If an employee, pursuant to notice, has provided a meal or meals and is not required to work overtime after being informed he/she was required, he/she shall be paid as above prescribed for meals so provided.

(j) When an employee who works overtime for which he/she has not been regularly rostered finishes work at a time when reasonable means of transport are not available, the employer shall provide him/her with a conveyance, or pay him/her his/her current wage for the time occupied in reaching his/her home.

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

28. PAYMENT OF WAGES

- (a) (i) Wages shall be paid weekly in the employer's time. Provided that by mutual agreement between the employer and the union, arrangements may be made for employees to be paid fortnightly.
- (ii) Subject only to the provision of 3 months notice the employer may elect to make payment to employees by means of either:
 - (A) electronic funds transfer;
 - (B) direct deposit; or,
 - (C) cheque

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

- (b) An employee kept waiting for his/her pay on pay-day shall be paid at overtime rates for the time he/she is kept waiting, except where delay occurs for reasons beyond the employer's control.
- (c) Upon termination of the employment, wages due to an employee shall be paid to him/her on the day of such termination, or forwarded to him/her by post on the next working day.

PROVIDED that in the case of an employee whose ordinary hours are arranged in accordance with Clause 20 - Implementation of 38-Hour Week, subclause (b)(iii) and (iv) of this award and who is paid average pay and who had not taken the day off due to him/her during the work cycle in which his/her employment is terminated, the wages due to that employee shall include a total of credits accrued during the work cycle as detailed in the Special Note (f)(ii) of this clause.

PROVIDED ALWAYS where the employee has taken a day off during the work cycle in which his/her 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.

- (d) On or prior to pay-day, the employer shall state to each employee in writing the amount of wages to which he/she is entitled, the amount of deductions (separately) made therefrom, and the net amount being paid to him/her.

- (e) Wages shall be paid as follows:

Employee Who Actually Works 38 Ordinary Hours Each Week

- (i) In the case of an employee, whose ordinary hours of work are arranged in accordance with Clause 20 - Implementation of 38-Hour Week, subclause (b)(i) or (ii) of this award so that he/she works 38 ordinary hours each week, wages shall be paid weekly or fortnightly according to the actual ordinary hours worked each week or fortnight.

Employee Who Works an Average of 38 Ordinary Hours Each Week

- (ii) Subject to subclause (g) hereof, in the case of an employee who ordinary hours of work are arranged in accordance with Clause 20 - Implementation of 38-Hour Week, subclause (b)(iii) or (iv) of this award so that he/she works an average of 38 ordinary hours each week during a particular work cycle wages shall 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 work cycle.

- (f) Special Note - Explanation of Averaging System

As provided in this subclause an employee whose ordinary hours may be more or less than 38 in any particular week of a work cycle, is to be paid his/her 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 -

- (i) Clause 20 - Implementation of 38-Hour Week, in Clause 20 - Implementation of 38-Hour Week, subclause (b)(iii) or (iv) provides that in implementing a 38-hour week the ordinary hours of an employee may be arranged so that he/she is entitled to a day off, on a fixed day or rostered basis, during each work cycle. It is in these circumstances that the averaging system would apply.
- (ii) If the 38-hour week is to be implemented so as to give an employee a 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 he/she worked 40 ordinary hours each week and in the fourth week he/she worked 32 ordinary hours. That is, he/she would work for eight ordinary hours each day, Monday to Friday inclusive, for three weeks and eight ordinary hours on four days only in the fourth week - a total of 19 days during the work cycle.

- (iii) 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 rate set out for the employee's classification in Clause 8 - Wage Rates of this award 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 he/she 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 he/she works only four days, his/her actual pay would be for an average of 38 ordinary hours even though, that week, he/she works a total of 32 ordinary hours.

Consequently, for each day an employee works eight ordinary hours he/she accrues a 'credit' of 24 minutes (0.4 hours). The maximum 'credit' the employee may accrue under this system is 0.4 hours on 19 days; that is, a total of seven hours 36 minutes.

- (iv) As provided in subclause (g) of this clause, an employee will not accrue a 'credit' for each day he/she is absent from duty other than on annual leave, long service leave, holidays, paid sick leave, workers' compensation, bereavement leave, jury service, or any other paid leave of absence. When an employee is absent from duty because of annual leave, long service leave, holidays, paid sick leave, workers' compensation, bereavement leave, jury service or any other paid leave of absence, his/her entitlement is determined in accordance with the appropriate award provision dealing with such entitlements.

(g) Absences from Duty

- (i) An employee whose ordinary hours are arranged in accordance with Clause 20 - Implementation of 38-Hour Week, subclause (b)(iii) or (iv) of this award and who is paid wages in accordance with subclause (e) hereof and is absent from duty (other than on annual leave, long service leave, holidays, paid sick leave, workers' compensation, bereavement leave, jury service or any other paid leave of absence) shall, for each day he/she is so absent lose average pay for that day calculated by dividing his/her 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 he/she is absent by dividing his/her average daily pay rate by eight.

- (ii) Provided when such an employee is absent from duty for a whole day he/she will not accrue a 'credit' because he/she would not have worked ordinary hours that day in excess of 7 hours 36 minutes for which he/she would otherwise have been paid. Consequently, during the week of the work cycle he/she is to work less than 38 ordinary hours, he/she will not be entitled to average pay for that week. In that week, the average pay will be reduced by that amount of the 'credit' he/she does not accrue for each whole day during the work cycle he/she is absent.

The amount by which an employee's average weekly pay will be reduced when he/she is absent from duty (other than on annual leave, long service leave, holidays, paid sick leave, workers' compensation, bereavement leave, jury service or any other paid leave of absence) is to be calculated as follows:

$$\text{Total 'credits' not accrued during cycle} \times \frac{\text{average weekly pay}}{38}$$

- (h) In the event that an employee, by virtue of the arrangement of his/her 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.

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

29. POSTING OF AWARD

Each employer shall cause a copy of this award to be posted or hung in a conspicuous and accessible place in each premise where employees are continually employed and such posting shall be maintained during the term of this award.

30. PROCEDURES FOR IN-PLANT DISCUSSIONS - 38-HOUR WEEK

- (a) Procedures shall be established for in-plant discussions, the objective being to agree to the method of implementing a 38-hour week in accordance with Clause 19 - Hours of Work and Clause 20 - Implementation of 38-Hour Week of this award and entailing an objective review of current practices to establish where improvements can be made and implemented.
- (b) The procedures should make suggestions as to the recording of understandings reached and methods of communicating agreements and understandings to all employees, including the overcoming of language difficulties.

- (c) The procedures should allow for the monitoring of agreement and understandings reached in-plant.
- (d) In cases where agreement cannot be reached in-plant in the first instance or where problems arise after initial agreements or understandings have been achieved in-plant, a formal monitoring procedure shall apply. The basic steps in this procedure shall be as applies with respect to special, anomalous or extraordinary problems as prescribed in subclause (e)(i), (ii) and (iii) of this clause.
- (e) The procedure for settling such problem is as follows:
 - (i) Consultation shall take place within the particular establishment concerned.
 - (ii) If it is unable to be resolved at establishment level, the matter shall be referred to the State Secretary of the Union (or Unions) concerned or his/her deputy, at which level a conference of the parties shall be convened without delay.
 - (iii) In the absence of agreement either party may refer the matter to the Tasmanian Industrial Commission.

31. PROTECTIVE CLOTHING

- (a) (i) All employees will be provided with a minimum of one (1) pair of suitable overalls each year.
- (ii) In lieu of the foregoing provision, employees may, where appropriate circumstances exist, be issued with suitable shirt and trousers or a dust coat with such issue being on the basis of a minimum of one (1) set or unit each year.
- (iii) Special arrangements in existence in individual Agencies at the date of operation of this award in relation to the provision of protective clothing for exceptionally dirty work will continue.
- (iv) All new employees are to receive their first issue after six (6) months continuous service.
- (v) Once issued, employees are to be responsible for laundering.
- (vi) Employees required to work in wet weather shall be provided by the employer with suitable wet weather gear.

(b) Safety Footwear

- (i) All employees including apprentices but with the exception of those to whom (iii) of this provision applies shall be provided with one (1) pair of safety footwear at the commencement of their employment and except for reissue on account of fair wear and tear as provided in (ii) of this subclause shall thereafter be entitled to receive one (1) pair of safety footwear annually on the date commensurate with the anniversary of the date of their initial issue.
- (ii) Notwithstanding the provisions of (i) an employee shall be entitled to the reissue of one (1) pair of safety footwear at any time on producing previously issued footwear which is declared unserviceable through fair wear and tear but the date of entitlement for such annual reissue shall thereafter be the date commensurate with the anniversary of the reissue on account of fair wear and tear.
- (iii) Excluding apprentices, safety footwear shall not be issued to employees whose period of employment is not expected to exceed 4 months unless such employee requests such issue.

32. REST PERIOD

Employees shall be allowed a rest period between the start of work and the midday meal break and a rest period between the resumption of work after the midday meal break and the cessation of work for the day. Rest periods shall be of 10 minutes duration, to be taken at such times as may be mutually arranged between the employer and the employee.

33. RIGHT OF ENTRY

Reasonable facilities shall be afforded officers of unions for investigating grievances of members or for the purpose of interviewing employees on union business and without affecting the generality of the foregoing provision, the employer shall permit an official of a union, authorised in writing by the Secretary of the union concerned, to enter his/her establishment during working hours for the purpose of interviewing members of the union on matters relating to this award. The representative shall not unduly interfere with the working of the establishment.

34. SATURDAY WORK

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

35. SHOP STEWARDS

- (a) An employee appointed shop steward in the shop or Agency in which he/she is employed shall, upon written notification thereof to the employer from the Branch Secretary of the union or other authorised officers concerned, be recognised as the accredited representative of the union to which he/she belongs. An accredited shop steward shall be allowed the necessary time during working hours to interview the employer or his/her representative on matters affecting employees whom he/she represents.
- (b) Subject to the prior approval of the employer, an accredited shop steward shall be allowed at a place designated by the employer a reasonable period of time during working hours to interview a duly accredited union official of the union to which he/she belongs on union business.

36. SICK LEAVE

- (a) An employee, other than one engaged as a casual, who is absent from work on account of personal illness or on account of injury by accident shall be entitled to leave of absence without deduction of pay, subject to the following conditions and limitations:
 - (i) he/she shall not be entitled to such leave of absence for any period in respect of which he/she is entitled to workers' compensation;
 - (ii) He/she shall, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of his/her inability to attend for duty, and so far as practicable, state the nature of the injury or illness and the estimated duration of the absence. If it is not reasonably practicable to inform the employer during the first day or shift of such absence the employee shall inform the employer within 24 hours of such absence.
 - (iii) he/she shall prove to the satisfaction of the employer that he/she was unable on account of such illness or injury to attend for work on the day or days for which the sick leave is claimed;
 - (iv) he/she shall not be entitled in any year (whether in the employment of one employer or of more) to sick leave credit in excess of 2 weeks ordinary working time or 76 hours of ordinary working time in the case of an employee who normally works more than 7.60 ordinary hours on any day;

(v) for the purpose of administering paragraph (iv) of this subclause, the employer may within 2 weeks of the employee entering into employment require an employee to make a sworn declaration or other written statement as to what paid leave of absence he/she has had from any employer during the then current year, and upon such statement the employer shall be entitled to rely and act.

(b) Part Day Absences

(i) In the case of employees whose hours of work are fixed in accordance with Clause 20 - Implementation of 38-Hour Week, subclause (b)(iii) or (iv) or subclause (e) of Clause 20 - Implementation of 38-Hour Week of this award, sick pay entitlements for part day absences shall be calculated on a proportionate basis as follows:

$$\begin{array}{rcl} \text{duration S/L absence} & & \text{appropriate weekly rate} \\ \text{ordinary hours normally} & \times & 5 \\ \text{worked that day} & & \end{array}$$

(ii) In the case of employees whose hours of work are fixed in accordance with Clause 20 - Implementation of 38-Hour Week, subclause (b)(i) or (ii) of this award, sick pay entitlements for part day absences shall be calculated on a proportionate basis as follows:

$$\begin{array}{rcl} \text{duration S/L absence} & \times & \text{appropriate weekly rate} \\ & & 38 \end{array}$$

(c) Sickness on Day Off

Where an employee is sick or injured on the weekday he/she is to take off in accordance with Clause 20 - Implementation of 38-Hour Week, subclause (b)(iii) or (iv) or subclause (e) of this award, he/she shall not be entitled to sick pay nor will his/her sick pay entitlement be reduced as a result of his/her sickness or injury that day.

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

(e) The employer shall not be required to make any payment in respect of accumulated sick leave credits to an employee who is discharged or leaves his/her employment.

37. SPECIAL RATES

In addition to the wages prescribed, the following special rates and allowances shall be paid to employees, including apprentices and unapprenticed juniors.

(a) Boiling Down Works

Working in boiling down works - 0.33 cents per hour extra.

(b) Cold Places

Working for more than one hour in places where the temperature is reduced by artificial means below 0 degrees Celsius - 0.49 cents per hour extra.

(c) Confined Spaces

Working in confined spaces (as defined) - 0.68 cents per hour extra.

(d) Dirty Work

Work which a foreman and workman shall agree is of an unusually dirty or offensive nature - 0.49 cents per hour extra.

Ship repair work which a foreman and workman shall agree is of an unusually dirty or offensive nature - 0.68 cents per hour extra.

(e) Explosive Powered Tools

Employees required to use explosive powered tools shall be paid - a minimum of \$1.40 per day extra.

(f) Height Money

Any employee 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 - 0.33 cents 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 - 0.49 cents per hour extra.

In places where the temperature exceeds 54 degrees Celsius, employees shall also be entitled to 20 minutes rest after every 2 hours work without deduction of pay. The temperature shall be decided by the foreman of the work after consultation with the employees who claim the extra rate - 0.68 cents per hour extra.

(h) Lead Works

Working in lead works - 0.33 cents per hour extra.

(i) Lignum Vitae

Patternmaker in lignum vitae outside the workshop and fitting to stern bushes - 0.68 cents per hour extra.

(j) Oil Tanks

Working on repairs in oil tanks - 0.49 cents per hour extra.

PROVIDED that if any employee is so engaged he/she shall be paid the prescribed allowance for the whole day.

(k) Sanitary Works

Working in sanitary works - 0.33 cents per hour extra.

(l) Slag Wool

Employees handling loose slag wool, loose insul wool or other loose material or 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 - 0.68 cents per hour extra.

(m) 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 or other types of boilers - 0.33 cents 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 - \$1.35 per hour extra.

(n) Wet Places

An employee working in any place where his/her clothing or boots become saturated, whether by water, oil or otherwise, shall be paid - 0.49 cents per hour extra.

PROVIDED that this extra rate shall not be payable to an employee who is provided by the employer with suitable and effective protective clothing and/or footwear. And provided further that any employee, who becomes entitled to this extra rate, shall be paid such extra rate for such part of the day as he/she is required to work in wet clothing or boots.

(o) 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.

(p) Special Rates not Cumulative

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

PROVIDED that this subclause shall not apply to cold places, confined spaces, dirty work, height money, hot places or wet places, the rates for which are cumulative.

38. SUNDAY WORK

An employee shall be paid at the rate of double time for work done on Sunday, such double time to continue until he/she is relieved from duty.

39. TOOL ALLOWANCE

(a) An employee who is required to use tools shall either be supplied with those tools by the employer or be paid a tool allowance as follows:

not less than \$8.10 per week.

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

- (b) Where it was the practice as at 18 May 1981 for the employer to provide all tools ordinarily required by employees in the performance of their work, the employer shall continue that practice and in that event the allowance prescribed in paragraph (a) hereof shall not apply to such employees.
- (c) Notwithstanding paragraphs (a) and (b) hereof, the employer shall provide for the use of employees all necessary power tools, special purpose tools, precision measuring instruments and for sheet metal workers, snips used in the cutting of stainless steel, monel and similar hard metals.
- (d) Employees shall replace or pay for any tools supplied by the employer if lost through their negligence.

40. TOW TRUCK ALLOWANCE

An employee shall be paid \$2.35 per day extra for each day or part of a day they are required to operate a tow truck.

41. TRADE UNION TRAINING LEAVE

On application to the employer an employee may be granted paid leave to attend approved trade union training courses and time taken in attending such courses shall be counted as being on duty.

42. TRAVELLING TIME, ALLOWANCE AND BOARD

- (a) An employee who on any day or from day to day is required to work at a job away from his/her accustomed workshop or depot shall, at the direction of the employer, present himself/herself 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 his/her home to such workshop or depot and returning) he/she shall be paid travelling time, and also any fares reasonably incurred in excess of those normally incurred in travelling between his/her home and such workshop or depot.
- (b) An employee:
 - (i) engaged in one locality to work in another; or
 - (ii) sent from his/her usual locality to another for employment which can reasonably be regarded as permanent;

involving any change of residence shall be paid travelling time whilst necessarily travelling between such localities and for a period not exceeding 3 months' expenses (as defined). Provided that such expenses shall cease after he/she has taken up permanent residence or abode at the new location.

- (c) An employee sent from his/her usual locality to another (in circumstances other than those prescribed in subclause (b) hereof) and required to remain away from his/her usual place of abode shall be paid travelling time whilst necessarily travelling between such localities, and expenses whilst so absent from his/her usual locality.
- (d) The rate of pay for travelling time shall be ordinary rates, except on Sunday and holidays, 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, or when sleeping berth is provided by the employer for all night travel, 8 hours out of every 24.
- (f) **'Expenses'** for the purposes of this clause means:

All fares reasonably incurred and reasonable travelling expenses including - \$4.80 per meal; for each meal together with the cost of board and lodging if the employee has to remain away from his/her home for a night and such expenses shall be paid by the employer.

- (g) (i) A camping allowance of \$11.60 per day for every day shall be paid to employees engaged on country jobs at places where ordinary board and residence is not obtainable and camping in tents, cubicles or other temporary shelter is necessary.

PROVIDED that where cooked meals are procurable by the employees at a mess established by the employer, the amount of such country allowance shall be \$6.40 per day for each day.

- (ii) The rates contained in g(i) shall, unless otherwise varied by consent or determination be those provided by Clause 21 of the AWU (Tasmanian Public Sector) Award 1987.
- (h) Motor Allowance

An employee who by agreement with the employer uses his/her own motor vehicle on the employer's business shall be paid an allowance of 20 cents per kilometre travelled.

43. TRUCK AND HEAVY EQUIPMENT ALLOWANCE

- (a) Education Department

The provisions prescribed in subclauses (b) and (c) of this clause shall have no application to employees of the aforementioned Agency.

- (b) Departments of Main Roads and Forestry Commission

An allowance of 0.11 cents per hour shall be paid to tradesmen as proclaimed in the Industrial and Commercial Training Act as mentioned in Clause 8 - Wage rates of this award, for each hour or part thereof that they are working on trucks, heavy equipment or vehicles, for all purposes. Provided that this provision shall only apply when the work is performed outside the confines of the Agencies' respective plant depots.

- (c) Agencies to whom this Award has Application but Excluding those Appearing in Subclause (a) or (b) of the Clause.

An allowance of 0.11 cents per hour shall be paid to mechanics for each hour or part thereof they are engaged in working on trucks, heavy equipment or vehicles, for all purposes.



James P. McAlpine
COMMISSIONER
23 July 2008

The seal is circular and red, containing the text 'THE INDUSTRIAL AND COMMERCIAL TRAINING ACT' around the perimeter and 'COMMISSIONER' at the bottom. In the center of the seal is the coat of arms of New Zealand.