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TASMANIAN INDUSTRIAL COMMISSION

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

Tasmanian Trades and Labor Council
(T12144 of 2005)
Private Sector Awards

Tasmanian Trades and Labor Council
(T12156 of 2005)
Private Sector Awards

Tasmanian Trades and Labor Council
(T12157 of 2005)
Private and Public Sector Awards

The Australian Workers' Union, Tasmania Branch
(T12163 of 2005)
Private Sector Awards

FULL BENCH:
PRESIDENT P L LEARY
DEPUTY PRESIDENT P C SHELLEY
COMMISSIONER T J ABEY

Wage Rates – State Wage Case July 2005 – applications to vary private sector awards in a manner consistent with the Australian Industrial Relations Commission in Print PR002005 – Safety Net Review – Award rates to be increased by $17 per week – Wage related allowances increased by 3% - Meal allowances increased to $13.10 – Operative date ffpp 1 August 2005 - State Minimum Wage determined at $484.40 – s.35(1)(b)

AERATED WATERS AWARD

No. 1 of 2005
(Consolidated)

PART I – CLAUSES 4 AND 5 ARE VARIED; PART III – CLAUSES 1 AND 7 ARE VARIED; PART IV – CLAUSES 1, 2 AND 4 ARE VARIED; AND THE AWARD IS CONSOLIDATED:

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PART I - APPLICATION AND OPERATION OF THE AWARD

1. TITLE

This award shall be known as the "Aerated Waters Award".

2. INDEX

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3. SCOPE

This award is established in respect of the trade or manufacture of any one or more of the following, namely:

Aerated Waters
Other Soft Drinks
Fruit Juices
Cider
Cordials
Ginger Beer
Hop and other non-intoxicating beers and/or similar types of beverage with or without alcoholic content.

4. DATE OF OPERATION

This award shall come into operation from the first full pay period to commence on or after 1 August 2005

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5. SUPERSESSION

This award incorporates and supersedes the Aerated Waters Award No. 1 of 2004 (Consolidated).

6. AWARD INTEREST

(a) The following employee organisations have an award interest in this award under Section 63(10) of the *Industrial Relation Act 1984*:

(i) the Liquor, Hospitality and Miscellaneous Union - Tasmanian Branch;

(ii) the Australian Municipal, Administrative, Clerical and Services Union;

(iii) the Transport Workers' Union of Australia (Victorian/Tasmanian Branch).

(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.

PART II - EMPLOYMENT RELATIONSHIP AND ASSOCIATED MATTERS

1. DEFINITIONS

'Casual employee' means any person specifically engaged to work on an irregular basis, as and when required by mutual consent between employer and employee, but does not include any person employed on a part-time or full-time basis, for a period of less than one full working week.

'Full-time employee' is one engaged to regularly work for 38 hours per week.

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

2. TERMS OF EMPLOYMENT

(a) General

(i) With the exception of casual employees, employment shall be on a weekly basis.

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(ii) Employees shall perform such work as the employer shall from time to time reasonably require and an employee not attending for or not performing his duty shall lose his pay for the actual time of such non-attendance or non-performance.

(b) Casual Employees

The hours of labour and conditions of casual employees, as to time off, shall be the same as for other employees. Where a casual employee is worked outside the ordinary hours of employment the appropriate overtime rates shall apply as prescribed by Part V - Hours of Work, Penalty Payments, Shift Work and Overtime, Clause 2 - Overtime, of this award based on the casual rate as herein prescribed.

The rate of pay for casual employees shall be the ordinary wages herein provided for similar weekly employees plus 20 percent additional. The minimum payment shall be equivalent of four hours worked.

(c) Termination of Employment

(i) Except as to casual employees, employment shall be terminated by a week's notice on either side, given at any time during the week; or by the payment of or forfeiture of a week's wages from any monies due under this award, as the case may be.

(ii) For the purpose of this award, notice given within a period not exceeding three hours after the rostered starting time on any working day shall be regarded as a full day's notice.

PROVIDED that notice shall not be given on either side whilst an employee is on paid sick leave, annual leave or long service leave except in the case of misconduct.

(iii) This clause shall not affect the right of an employer to deduct payment for any day or portion thereof during which the employee is suspended as a result of refusal of duty, inefficiency during the first seven days of employment, neglect of duty or misconduct on the part of the employee, or to deduct payment for any day during which the employee cannot be usefully employed because of any strike or through any breakdown of machinery or due to any cause for which the employer cannot reasonably be held responsible.

Any suspended employee who informs his employer within a period of 24 hours after he is suspended that he prefers to terminate his employment without notice, shall be paid all monies due including annual leave up to the time he is notified of his suspension.

(iv) Any dispute arising from any such suspension shall be referred to the Tasmanian Industrial Commission.

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(v) This clause shall not affect the right of an employer to dismiss an employee without notice for refusal of duty, inefficiency during the first seven days of employment, neglect of duty or misconduct, and in such cases the wages shall be payable up to the time of dismissal only.

(vi) An employee shall within three days of the commencement of any absence inform his employer, or otherwise in the absence of notification he shall be deemed to have abandoned his employment without notice.

PART III - WAGES AND RELATED MATTERS

1. WAGE RATES

(a) Adult Beverage Industry Employee

Adult employees of a classification hereunder mentioned shall be paid the weekly wage rate for that classification.

Establishments:

Establishment A — Establishments with flow rates of 7,000 litres per hour or more.

Establishment B — Establishments with flow rates of less than 7,000 litres per hour.

		Base Rate $	Safety Net Adjustment $	Weekly Wage Rate $
Grade 1	Establishment A where occurring	340.70	159.00	499.70
Grade 1	Establishment B where occurring	333.90	159.00	492.90
Grade 2	Establishment A where occurring	359.00	159.00	518.00
Grade 2	Establishment B where occurring	345.40	159.00	504.40
Grade 3	Establishment A where occurring	370.90	159.00	529.90
Grade 3	Establishment B where occurring	357.10	159.00	516.10
Grade 4	Establishment A where occurring	384.40	159.00	543.40
Grade 5	Establishment A where occurring	394.80	159.00	553.80
Grade 5	Establishment B where occurring	366.80	159.00	525.80

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(b) Juniors (Beverage Industry)

The minimum weekly wage rate to be paid to a junior employee (ie employees under 18 years of age) shall be the undermentioned percentage of the weekly wage rate for a Beverage Industry Employee Level 3 at A establishments, and for a Beverage Industry Employee Level 2 at B establishments.

	%
Establishment A	
At 16 years and under	70
At 17 years	85
Establishment B	
At 16 years and under	70
At 17 years	85

(c) Adult Clerical Employees

	Base Rate Relativity	Base Rate	Safety Net Adjustment	Weekly Wage Rate
	%	$	$	$
Adult Entry 1st 6 months	80.00	333.80	159.00	492.80
Adult Entry 2nd 6 Months	85.00	354.60	159.00	513.60
Grade 1A	87.00	363.00	159.00	522.00
Grade 1B	90.00	375.50	159.00	534.50
Grade 2A	92.00	383.80	159.00	542.80
Grade 2B	95.00	396.30	159.00	555.30
Grade 3A	97.00	404.70	159.00	563.70
Grade 3B	100.00	417.20	161.00	578.20
Grade 4	105.00	438.10	161.00	599.10
Grade 5	110.00	458.90	161.00	619.90
Grade 6	115.00	479.80	159.00	638.80
Grade 7	120.00	500.60	159.00	659.60

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(d) Junior Clerical Employees

(i) The minimum weekly wage rates that may be paid to juniors performing duties consistent with the definition of a "Clerical Assistant" shall be the undermentioned percentages of the Grade 1, (1A) weekly wage rate, adjusted to the nearest 10 cents.

	Percentage
Under 17 years of age	50
17 to 18 years of age	55
18 to 19 years of age	70
19 to 20 years of age	80
20 to 21 years of age	90

(ii) The minimum weekly wage rates that may be paid to all other juniors shall be the undermentioned percentages of the Grade 2, (2A) weekly wage rate adjusted to the nearest 10 cents.

	Percentage
Under 17 years of age	50
17 to 18 years of age	55
18 to 19 years of age	70
19 to 20 years of age	80
20 to 21 years of age	90

(e) Estimating Service

In estimating the number of years of service of an employee the total clerical experience in the service of every employer in the trades or groups of trades in respect of which awards of the Tasmanian Industrial Commission are established shall be taken into account.

2. SUPPORTED WAGE SYSTEM

(a) Eligibility Criteria

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

PROVIDED that this clause 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.

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PROVIDED FURTHER that this clause 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 s.10 or under s.12A of the above Act, or if a part only has received recognition, that part.

(b) For the purposes of this clause:

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

Assessed capacity (sub-clause (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 $61 per week.

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(d) Assessment of Capacity

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

(i) the employer and a union party to the award, in consultation with the employee or, if desired by any of these;

(ii) the employer and an accredited Assessor from a panel agreed by the parties to the award and the employee.

(e) Lodgment of Assessment Instrument

(i) All assessment instruments under the conditions of this clause, including the appropriate percentage of the award wage to be paid to the employee, shall be lodged by the employer with the Registrar of the Tasmanian Industrial Commission.

(ii) All assessment instruments shall be agreed and signed by the parties to the assessment, provided that where a union which is party to the award, is not a party to the assessment, it shall be referred by the Registrar of the Tasmanian Industrial Commission to the union by certified mail and shall take effect unless an objection is notified to the Registrar of the Tasmanian Industrial Commission within 10 working days.

(f) Review of Assessment

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

(g) Other Terms and Conditions of Employment

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

(h) Workplace Adjustment

An employer wishing to employ a person under the provisions of this clause 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.

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(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 clause 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 $61 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 sub-clause (c) hereof.

3. CLASSIFICATION DESCRIPTORS

(a) Adult Beverage Industry Employee

Definitions

'Storeman' means a person primarily concerned with materials used in manufacturing operations and whose duties include the receiving and/or issuing of materials into or out of a store in accordance with requisitions.

'Store assistant' means a person who stacks, loads, unloads and does general work in a store.

'Routine in-line tester' means an employee who in the course of, or in addition to, other duties pursuant to this award shall perform product tests of a routine and/or simple nature as prescribed by the employer. This classification shall not refer to persons under the control of the quality control section or in the laboratory.

Establishments

Establishment A Establishments with flow rates of 7,000 litres per hour or more.

Establishment B Establishments with flow rates of less than 7,000 litres per hour.

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CI Beverage Industry Employee Grade 1

This is trainee entry point.

Employees at this level will perform routine duties essentially of a manual nature and to their level of training.

1. Perform general labouring and cleaning duties.
2. Exercise minimal judgement.
3. Work under direct supervision; and
4. May be undertaking structured training so as to enable them to work at C2 Level.

C2 Beverage Industry Employee Level 2

An employee at this level will have completed at least three months at level C1 and have satisfactorily completed structured training to enable the employee to perform work within the scope of this level.

Employees will work under direct supervision and will be able to demonstrate competency in allocated functions and/or work stations.

Indicative of the tasks performed at this level are:

1. Manual palletizing/depalletizing.
2. Feeding on and packing from conveyors.
3. Bucket washing.
4. Drum filling assistant.
5. Truck loading.
6. Cleaning.

Employees may be undertaking structured training to enable them to progress to C3.

C3 Beverage Industry Employee Level 3

An employee who has satisfactorily completed structured training 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 C2 and to the level of their training.

Employees at this level are responsible for the quality of their own work subject to routine supervision.

Employees at this level work under routine supervision either individually or in a team environment.

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

1. Operation of automatic equipment including package size changeovers.
2. Makes running adjustments.
3. Cleans and lubricates equipment and monitors performance.
4. Checking duties.
5. Truck driving requiring a 'B' licence.
6. Fork lift operation requiring a licence.

Employees may be undertaking structured training to enable progression to C4.

C4 Beverage Industry Employee Level 4

An employee who has satisfactorily completed training to enable the employee to perform work within the scope of this level.

An employee at this level carries out duties in accordance with C3 but in addition is required to exercise the following:

1. The ability to operate three or more automatic machines and to exercise judgement in carrying out basic maintenance.
2. Fork lift operation involving checking duties in preparation of loads.
3. Line quality control involving the completion of an appropriate training course.

Employees at this level may be undertaking structured training to enable progression to a higher level.

C5 Beverage Industry Employee Level 5

An employee who has satisfactorily completed structured training to enable the employee to perform work within the scope of this level.

An employee at this level:

1. Works from complex instructions and procedures.
2. Is responsible for ensuring the quality of their own work output.
3. Assists in the training of other employees.
4. Works with minimum supervision and supervises others.

Is required to exercise judgement and take decisions within procedural limits.

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(b) Clerical and Administrative Classifications

Definitions

'Adult entry' 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 12 months' clerical experience (whether with one employer or more) such adult employees shall be advanced to a graded position dependent on skills held and position requirement.

'Twelve months' experience' means, wherever occurring in the case of part-time and/or casual employees, 1660 hours actual service.

CLERICAL AND ADMINISTRATIVE EMPLOYEE GRADE 1

GRADING

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

GENERAL REQUIREMENTS

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

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

SKILL REQUIREMENTS

Technical Skills

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

Information Handling Skills

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

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CLERICAL AND ADMINISTRATIVE EMPLOYEE GRADE 2

GRADING

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

GENERAL REQUIREMENTS

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

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

SKILL REQUIREMENTS

Technical Skills

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

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

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

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

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

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

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CLERICAL AND ADMINISTRATIVE EMPLOYEE GRADE 3

GRADING

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

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

GENERAL REQUIREMENTS

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

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

SKILL REQUIREMENTS

Technical Skills

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

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

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

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

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

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

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

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

CLERICAL AND ADMINISTRATIVE EMPLOYEE GRADE 4

GRADING

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

GENERAL REQUIREMENT

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

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

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

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

SKILLS REQUIREMENTS

Technical Skills

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

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

Computer Operation
Employees at this level are able to use at least two application software packages developed for a micro/personal computer at a standard equal to Grade 3 such as: database, communications, accounting, payroll/personnel, spreadsheets, graphics, other applications; or are able to use a central computer resource to an equivalent standard.

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

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

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

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

CLERICAL AND ADMINISTRATIVE EMPLOYEE GRADE 5

GRADING

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

GENERAL REQUIREMENTS

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

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Employees in this grade must be able to acquire a detailed knowledge of organisation's operations and structures and a basic knowledge of the industry or field of interest in which the organisation operates. Respond to and act upon complex issues/arrangements in such areas as consumer/client services, special products/service knowledge, production and planning schedules, material supply and transport/freight arrangements.

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

SKILL REQUIREMENTS

Technical Skills

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

and/or

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

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

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

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

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

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

CLERICAL AND ADMINISTRATIVE EMPLOYEE GRADE 6

GRADING

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

GENERAL REQUIREMENTS

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

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

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

SKILL REQUIREMENTS

Technical Skills

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

and/or

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

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

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

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

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

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

CLERICAL AND ADMINISTRATIVE EMPLOYEE GRADE 7

GRADING

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

GENERAL REQUIREMENTS

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

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

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

SKILL REQUIREMENTS

Technical Skills

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

and/or

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

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

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

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

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

4. PAYMENT OF WAGES

(a) Except upon termination of employment, all wages including overtime, shall be paid on any day other than Friday, Saturday or Sunday in each week.

PROVIDED that in the event that a day observed as a holiday falls on pay day, wages shall be paid on the day prior to the usual pay day. Wages may be paid in cash, by cheque or electronic funds transfer. By agreement between an employer and the majority of employees, wages may be paid fortnightly rather than weekly.

Should an employer wish to change the method of payment, the terms and conditions under which the change is made shall be negotiated at an enterprise level.

(b) Employees including casuals who are paid their wages at any time other than during their working time shall, if kept waiting more than 15 minutes, be paid at overtime rates for all such waiting time.

(c) (i) When a week's notice of termination of employment has been given payment of all wages and monies due shall be made at the employee's normal place of employment prior to the employee leaving such place of employment. If kept waiting after ceasing time overtime rates shall be paid for all such waiting time.

(ii) For the purpose of this sub-clause waiting time shall mean from ceasing time until the actual time all wages and other monies due are received by the employee.

PROVIDED that any overtime earnings in respect of the day of termination or other payments which cannot be calculated prior to the termination of the employee's ordinary hours on the last day or shift may be paid on a subsequent working day, or by arrangement, may be posted to the employee.

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5. SUPERANNUATION

(a) Preamble

Superannuation legislation

(i) The subject of superannuation contributions is dealt with extensively by legislation including the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Charge Act 1992*, the *Superannuation Industry (Supervision) Act 1993* and the *Superannuation (Resolution of Complaints) Act 1993*. The legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.

(ii) Notwithstanding subclause (a)(1) above, the following provisions shall also apply.

(b) Definitions

(i) The **'fund'** for the purposes of this clause shall mean TASPLAN; which complies with the *Superannuation Industry (Supervision) Act 1993* as amended from time to time, and any scheme, which may be made in succession thereto.

(ii) Ordinary time earnings for the purposes of this clause, means:

(1) award classification rate;

(2) over-award payment;

(3) shift loading - including weekend and public holiday penalty rates earned by shift employees on normal rostered shifts forming the ordinary hours of duty not when worked as overtime;

(4) casual loading in respect to casual employees.

(iii) Ordinary time earnings does not include bonuses, commission, payment for overtime or other extraordinary payment, remuneration or allowance, annual leave loading, annual and/or long service leave payments on separation from employment and any allowance not paid on a permanent all purpose basis.

(c) Employers to become a party to the fund

(i) An employer shall make application to the fund to become a participating employer in the fund and shall become a participating employer upon acceptance by the Trustee of the fund.

(ii) An employer shall provide each employee who is not a member of the fund with a membership application form upon commencement of this clause and thereafter upon commencement of employment.

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(iii) Each employee shall be required to complete the membership application and the employer shall forward the completed application to the fund by the end of the calendar month of commencement of this clause or commencement of employment.

(d) Eligibility of employees

(i) Each employee shall be eligible to join the fund upon commencement of employment, subject to subclause (c)(i) of this clause.

(ii) Each employee shall be eligible to receive contributions from the date of eligibility, notwithstanding the date the membership application prescribed in subclause (c)(iii) above was forwarded to the fund.

(e) Employer contributions

(i) An employer shall contribute to the fund in respect of each employee such contributions as required to comply with the *Superannuation Guarantee (Administration) Act 1992* and the *Superannuation Guarantee Charge Act 1992* as amended from time to time:

the following percentage of ordinary time earnings on behalf of each eligible employee:

9% of Ordinary time earnings

(ii) Provided that the employer shall make contributions for each employee for each month where the employee earns $450.00 or more in a calendar month, the amount of contributions to the fund shall be calculated to the nearest ten cents, any fraction below five cents shall be disregarded.

(iii) An employer shall contribute to the fund:

(1) monthly by the last day of the month following the total of the weekly contribution amounts accruing in the previous month in respect of each employee; or

(2) equivalent monthly contributions at such other time and in such manner as may be agreed in writing between the Trustees of a fund and the employer;

(f) Voluntary employees contributions

(i) An employee may make contributions to the fund in addition to those made by the respondent employer under subclause (e) of this clause.

(ii) An employee who wishes to make additional contributions must authorise the respondent employer in writing to pay into the fund, from the employee's wages, amounts specified by the employee in accordance with the Fund Trust Deed and Rules.

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(iii) An employer who received written authorisation from the employee, must commence making payments into the fund on behalf of the employee within fourteen days of receiving authorisation.

(iv) An employee may vary his or her additional contributions by a written authorisation and the employer must alter the additional contributions within fourteen days of receiving the authorisation.

(v) Additional employees contributions to the fund requested under this clause shall be expressed in whole dollars.

(vi) Employees shall have the right to adjust the level of contributions made on their own behalf on the first of July each year provided that by agreement with the respondent employer the employees may vary their additional contribution at other times.

6. MIXED FUNCTIONS

(a) Where an employee is called upon to perform two or more classes of work in any one day, he or she shall, for the purpose of assessing wages to be paid, be deemed to have worked the day at the class for which the highest rate of wages is prescribed.

(b) A higher paid employee shall, when necessary, temporarily relieve a lower paid employee without loss of pay.

(c) This clause shall not apply where an employee is performing such work as part of a structured training program.

7. 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 – Wage Rates and Related Matters, Clause 2 - Supported Wage System, is $484.40 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).

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(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 sick 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 2005 State Wage Case Decision (T.12144 of 2005) and all previous safety net and state wage case adjustments.

PART IV - ALLOWANCES

1. CAUSTIC SODA ALLOWANCE

Employees handling caustic soda shall be paid $0.54 per hour extra for time so engaged.

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2. FIRST AID ALLOWANCE

An employee appointed by the employer as a First Aid Attendant shall be paid the sum of $2.05 per day or shift in addition to the wage rate for the classification so prescribed by this award.

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

3. PAYMENT OF ALLOWANCES

The extra daily or hourly rates prescribed in Clause 1 – Caustic Soda Allowance and Clause 2 – First Aid Allowance of this Part shall be paid irrespective of the time on which the work is performed and shall not be subject to any premium or penalty additions.

4. MEAL ALLOWANCE

An employee required to work overtime in excess of one hour and a half after the usual finishing time shall either be supplied with a meal or be paid $13.10 by the employer and a further meal allowance of $13.10 after a further four hours overtime has been worked.

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

1. HOURS AND SHIFT WORK

(a) The ordinary hours of work shall be an average of 152 hours within a work cycle not exceeding 28 consecutive days.

(b) This clause shall be read subject to and where necessary, deemed to be modified to the extent of any existing agreed working hours arrangement in place as of the date of this award.

(c) Subject to any enterprise agreements, the ordinary hours of work for day workers shall not exceed eight hours per day (exclusive of meal interval) Monday to Friday between the hours of 6.00 am to 6.00 pm.

(d) Notwithstanding anything herein contained, by arrangement between an employer, the relevant union and the majority of employees in the plant or work section or sections concerned ordinary hours not exceeding twelve on any day may be worked at ordinary time subject to:

    (i) the employer and the employees concerned being guided by the occupational health and safety provisions of the ACTU Code of Conduct on twelve hour shifts;

    (ii) proper health monitoring procedures being introduced;

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(iii) suitable roster arrangements being made; and

(iv) proper supervision being provided.

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

PROVIDED that an employee may work up to six hours without a break for a meal in the following circumstances:

(i) Where canteen or other facilities are limited requiring meal breaks to be staggered; or

(ii) Where it is necessary to do so in order to meet a requirement for continuity of operations; or

(iii) For the purpose of performing maintenance work which can only be done whilst the plant is idle.

(f) Subject to the requirements of an enterprise agreement, the time fixed for starting or finishing work may be altered on the giving of 48 hours notice.

(g) Shift Work

(i) The ordinary hours for shift work may be worked in two or three shifts but shall not exceed an average of 152 hours over a 28 day cycle.

(ii) Shift workers shall be allowed 20 minutes crib time which shall be counted as time worked.

(iii) Shift workers whilst on afternoon shift, that is any shift finishing after 6.00 pm and at or before midnight shall be paid 15 percent more than the ordinary rate for such shift.

(iv) Shift workers may be employed on a non-rotating night shift, that is a shift finishing subsequent to midnight and at or before 8.00 am on Saturday and shall be paid 30 percent more than the ordinary rate.

2. OVERTIME

(a) Subject to the provisions of any enterprise agreement, all work performed in excess of eight hours per day or outside the spread of ordinary hours shall be overtime and shall be paid for at the rate of time and a half for the first two hours and double time thereafter.

(b) An employee required to work overtime on Saturday shall be paid at least four hours at the appropriate rate except where such overtime is continuous with overtime commenced on the day previous.

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(c) In computing overtime each day or shift shall stand alone.

(d) If an employee is so long on overtime duties that he has not had ten consecutive hours' rest between the termination of his ordinary work on one day and the commencement of his ordinary work on the next day, he shall be allowed at least ten consecutive hours' rest without deduction of pay or shall be paid at overtime rates for all time of duty until he has had at least ten consecutive hours' rest.

The provisions of this sub-clause shall apply in the case of shift workers as if eight hours were established for ten hours when overtime is worked:

(i) for the purpose of changing shift rosters; or

(ii) where a shift worker does not report for duty and a day worker or a shift worker is required to replace such shift worker; or

(iii) where a shift is worked by arrangement between the employees themselves.

(e) An employee working overtime after ordinary finishing time shall be allowed a crib time of 20 minutes without deduction of pay after each four hours of overtime worked if required to work beyond such crib break.

Unless the period of overtime is less than 1½ 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. 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.

(f) When an employee, after having worked overtime, finishes work at a time when reasonable means of transport are not available the employer shall provide him with a conveyance to reach a point where reasonable means of transport are available or if no such transport is available, to his home, or shall pay him ordinary time for the time reasonably occupied in reaching his home.

(g) An employer and an employee may agree that time off may be taken in lieu of overtime. Such time off to be at the penalty equivalent.

PROVIDED that any agreement must be by genuine consent and in writing.

(h) Requirement to work reasonable overtime

(i) Subject to paragraph (ii) herein and subclause (g) of this clause, an employer may require an employee to work reasonable overtime at overtime rates.

(ii) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:

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(1) any risk to employee health and safety;

(2) the employee's personal circumstances including any family responsibilities;

(3) the needs of the workplace or enterprise;

(4) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and

(5) any other relevant matter.

3. CALL BACK

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

PROVIDED that, except in the case of unforeseen circumstances arising, the employee shall not be required to work a full four hours if the job he was required to perform is completed within a shorter period. This clause shall not apply in cases where it is customary for an employee to return to his employer's premises to perform a specific job outside his 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 accordance with this clause shall not be regarded as overtime for the purpose of Part V – Hours of Work, Penalty Payments, Shift Work and Overtime, Clause 2 – Overtime, subclause (d) of this award where the actual time worked is less than four hours on such recall or on each of such recalls.

4. HOLIDAYS AND SUNDAYS

All work performed on Sundays shall be paid for at the rate of double time and all work performed on holidays provided for by this award shall be paid for at the rate of double time and a half with a minimum payment of four hours in either case.

PART VI - LEAVE AND HOLIDAYS WITH PAY

1. ANNUAL LEAVE

(a) A period of 152 hours paid leave shall be allowed annually to an employee after 12 months' continuous service (less the period of annual leave) as an employee on weekly hiring in any one or more of the occupations to which the award applies.

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(b) Annual Leave Exclusive of holidays with pay

(i) Subject to this sub-clause the annual leave prescribed by this clause shall be exclusive of any of the holidays prescribed by Part V – Hours of Work, Penalty Payments, Shift Work and Overtime, Clause 4 - Holidays and Sundays, of this award, 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 or her, to attend for work at his or her ordinary starting time on his or her working day prior to the commencement of his or her annual leave, or fails to resume work on his or her working day immediately following the last day of the period of his or her annual leave, he or she shall not be entitled to be paid for any such holiday.

(c) Broken Leave

Annual leave shall be given and taken in a continuous period.

PROVIDED that by agreement between an employee and employer, annual leave may be taken in two or more separate periods.

PROVIDED FURTHER that when annual leave is split, one period of leave shall not be less than two weeks. Any such agreement shall be by genuine consent and in writing.

(d) Calculation of Continuous Service

(i) For the purpose of this clause, service shall be deemed to be continuous notwithstanding:

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

(2) any absence from work on account of personal sickness or accident or on account of leave lawfully granted by the employer, or

(3) any absence with reasonable cause proof whereof shall be upon the employee.

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(ii) In cases of personal sickness or accident or absence with reasonable cause the employee to become entitled to the benefit of this sub-clause shall inform the employer in writing, if practicable, within 24 hours of the commencement of such absence of his inability to attend for duty and as far as practicable the nature of the illness, injury or cause and the estimated duration of his absence.

(iii) Any absence from work by reason of any cause not being a cause specified in this sub-clause, shall not be deemed to break the continuity of service for the purpose of this clause unless the employer during the absence or within 14 days of the termination of the absence notifies the employee in writing that such absence will be regarded as having broken the continuity of service.

(iv) In cases of individual absenteeism such notice shall be given in writing to the employee concerned, but in cases of concerted or collective absenteeism notice may be given to employees by the posting up of a notification in the plant in the manner in which general notifications to employees are usually made in that plant.

(v) A notice to an individual employee may be given by delivering it to him personally or by posting it to his last recorded address in which case it shall be deemed to have reached him in due course of post.

(vi) In calculating the period of 12 months' continuous service of any such absence as aforesaid shall not, except to the extent of not more than 14 days in a twelve-monthly period in the case of sickness or accident, be taken into account in calculating the period of 12 months' continuous service.

(e) Calculation of Service

Subject to the provisions of sub-clause (a) of this clause, service before the date of this award shall be taken into consideration for the purpose of calculating annual leave, but an employee shall not be entitled to leave or payment in lieu thereof for any period in respect of which leave or a payment in lieu thereof has been allowed or made under any previous award made in this industry.

(f) Leave to be Taken

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

(g) 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 and after not less than one month's notice to the employee.

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(h) Leave Allowed Before the Due Date

An employer may allow annual leave to an employee before the right thereto has accrued due, but where leave is taken in such case a further period of annual leave shall not commence to accrue until after the expiration of 12 months in respect of which leave had been taken before it accrued.

(i) Where leave has been granted to an employee pursuant to sub-clause (h) of this clause before the right thereto has accrued due and the employee subsequently leaves or is discharged from the service of the employer before completing the 12 months' continuous service in respect of which the leave was granted the employer may for each one complete week of five working days of the qualifying period of 12 months not served by the employee deduct from whatever remuneration is payable upon the termination of the employment one/fifty-second of the amount of wage paid on account of the annual leave, which amount shall not include any sums paid for any of the holidays prescribed by Part V - Hours of Work, Penalty Payments, Shift Work and Overtime, Clause 4 - Holidays and Sundays, of this award.

(j) Proportionate Leave on Termination

(i) If after one week's continuous service in any qualifying twelve-monthly period, an employee on weekly hiring leaves his employment or his employment is terminated by the employer, the employee shall be paid at his ordinary rate of wage for 3.08 hours in respect of each completed week of five working days of continuous service, the service in each case being service in respect of which leave has not been granted hereunder.

(ii) Where an employee's service is terminated for reasons other than misconduct and the employee has given not less than eight weeks' continuous service he shall be paid a loading as referred to in sub-clause (k) of this clause on a pro rata basis in the proportion that his service bears to a full year's service at the rate of one week's pay for a full year's service he shall be entitled to a week's pay as a loading in respect of that period without regard for the reasons for termination.

(k) Payment for Period of Leave

Each employee before going on leave shall be paid four weeks' wages, except an employee taking his leave pursuant to sub-clause (c) of this clause, who shall be paid the amount of wage he would have received in respect of the ordinary time which he would have worked had he not been on leave during the relevant periods. Payment for the first week of leave taken in respect of any qualifying 12 monthly period shall be subject to a loading of one week's pay for a full year's service. Where the period includes a full year's service he shall be entitled to a week's pay as a loading in respect of that period without regard for the reasons for termination.

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2. SICK LEAVE

An employee on weekly hiring who is absent from his work on account of personal illness or injury by accident not arising out of and in the course of his employment shall be entitled to leave of absence without deduction of pay subject to the following conditions and limitations:

(a) He shall not be entitled to paid leave of absence for any period in respect of which he is entitled to workers' compensation.

(b) He shall, within 24 hours of the commencement of such absence, unless proved to the satisfaction of his employer that such was not reasonably practicable (or in the event of a dispute, the Tasmanian Industrial Commission), inform the employer of his inability to attend for duty and, as far as practicable, state the nature of the injury or illness and estimated duration of the absence.

(c) He shall prove to the satisfaction of his employer (or in the event of a dispute, the Tasmanian Industrial Commission) that he was unable, on account of such illness or injury, to attend for duty on the day or days for which sick leave is claimed.

(d) He shall not be entitled in any year to sick leave in excess of 76 hours of working time.

PROVIDED that during the first three months of employment, sick leave shall accrue on the basis of 6.33 hours for each completed month of service with the employer.

(e) Sick leave shall accumulate from year to year and any balance not taken shall be available subject to the provisions of sub-clauses (a), (b), (c) and (f) of this clause.

(f) Single Day Absences

(i) Any employee shall be allowed three single days such leave in any one qualifying year without a medical certificate.

PROVIDED that any single day taken continuous with a weekend, holiday with pay or rostered day off shall require evidence of genuine illness or incapacity.

(ii) Where an employee has been paid three single days sick pay as provided in paragraph (i) above, he shall not be entitled to payment for any further single days off sick unless he produces to the employer a certificate of a duly qualified medical practitioner that in his, the medical practitioner's opinion, the employee was unable to attend for duty on account of illness or on account of injury by accident. In lieu of a medical certificate an employer may agree to accept a statutory declaration.

In the event of a dispute the matter shall be decided by the Tasmanian Industrial Commission.

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(g) Payment on Termination

Upon the termination (except for misconduct) of an employee with at least 12 months' continuous service with the employer, the employer shall pay to the employee the value of any untaken accumulated sick leave which accrued on or after 4 December 1980, together with the value up to a maximum of 80 hours of any untaken accumulated sick leave which accrued prior to 4 December 1980.

NOTE: accumulated sick leave does not include sick leave for current year of service.

3. 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, 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 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 FURTHER that this clause shall have no operation while the period of entitlement to leave under it coincided with any other period of entitlement to leave.

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

4. BLOOD DONORS

A weekly employee who attends a recognised clinic for the purpose of donating blood during working hours shall (subject to normal manning requirements) be allowed the necessary leave without loss of pay.

PROVIDED that he shall not be entitled to payment with respect to time lost in excess of two hours on each occasion. An employee shall notify his employer as soon as possible of the time and date upon which he is intending to be absent for the purpose of donating blood.

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5. JURY SERVICE

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

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

6. HOLIDAYS WITH PAY

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

New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Eight Hour Day or Labour Day, Union Picnic Day, Sovereign's Birthday, Christmas Day, Boxing Day and Show Day .

In addition to the abovenamed holidays, where a holiday with pay is proclaimed or gazetted to have effect and is generally observed throughout the whole of the State, that day shall be observed as a holiday.

PROVIDED that this shall not have the effect of providing two holidays for the same reason if that holiday is otherwise referred to within the terms of this clause.

'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 employer.

(b) If any of the said named days fall on a weekend and no working day is generally observed as such a day, a day in lieu thereof shall be allowed to each employee during the following week, and shall in respect of such employee be treated as if it were a holiday with pay.

(c) No deduction shall be made from the wage of an employee engaged by the week because of absence from work on a holiday unless without permission or reasonable excuse he or she stays away on the day next preceding or next succeeding the holiday.

(d) No deliveries, other than to sporting functions and other special functions, shall be made on a Sunday, or on any holiday except New Year's Day, Easter Monday and Regatta Day (Hobart).

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(e) In Southern Tasmania, Union Picnic Day shall be observed on Hobart Regatta Day each year. For the purposes of this sub-clause Southern Tasmania includes Oatlands and all towns south of Oatlands but excluding areas excluded in the State Proclamation regarding this day.

In Northern Tasmania, Union Picnic Day shall be observed on Recreation Day. For the purpose of this sub-clause Northern Tasmania includes all towns north of Oatlands.

An employee in the employ of one employer shall not be entitled to receive in any one calendar year both days as Union Picnic Day holidays but shall only be entitled to one of them.

(f) Where the service of a weekly employee is terminated through no fault of the employee within one week of a holiday or holidays and that employee is re-employed within one month of the said holiday or holidays, the employee shall be entitled to payment for the said holiday or holidays.

PROVIDED that such employee has been employed for a period of three months prior to the termination.

7. 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.

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(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 sub-clause (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 ten weeks;

(2) of the date on which the employee proposes to commence maternity leave and the period of leave to be taken – at least four weeks.

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(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 sick 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 sick 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 sick 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.

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(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

A male employee will provide to the employer at least 10 weeks prior to each proposed period of paternity leave:

(i) 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

(ii) written notification of the proposed dates on which the period of paternity leave will start and finish and

(iii) a statutory declaration stating:

(1) that period of paternity leave will be taken to become the primary care-giver of a child;

(2) particulars of any period of maternity leave sought or taken by the mother, and

(3) that for the period of paternity leave, the employee will not engage in any conduct inconsistent with their contract of employment.

(iv) The employee will not be in breach of this sub-clause 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

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(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 sub-clause 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.

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(iii) Pro Rata Entitlements

Subject to the provisions of this sub-clause and the matters agreed to in accordance with this sub-clause, 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 sub-clause 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 sub-clause, 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 - Sick Leave

An employee working part-time under this sub-clause shall have sick 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 sub-clause 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.

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(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) above.

(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

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(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 sub-clause in relation to annual leave and sick 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 sub-clause shall be construed as requiring an employer to engage a replacement employee.

(i) Return to former position after a period of parental leave or part-time work.

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

(i) An employee will give at least four weeks' notice prior of their intention to return to work after a period of parental leave or part-time work in accordance with this clause.

(ii) An employee will be entitled to the position which they held immediately before proceeding on parental leave or part-time work. In the case of an employee transferred to a safe job pursuant to sub-clause (c) (vii) clause, the employee will be entitled to return to the position they held immediately before such transfer.

(iii) During the period of parental leave an employee shall be entitled to return to work at any time, as agreed between the employer and the employee, provided that the employer may require notice of not more than four weeks.

(iv) An employee shall be entitled to extend the period of parental leave on one occasion, provided that the employer may require notice of not more than four weeks.

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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.

PART VII - CONSULTATION AND DISPUTE RESOLUTION

1. REDUNDANCY

Where a company intends to act on any feasibility study which could result in a reduction to staffing levels, as a consequence of redundancy the company shall if possible, at least three calendar months before taking any action, advise the appropriate union of the situation, providing all relevant details and arrange discussions with officers of the appropriate union.

PROVIDED that this clause shall not apply in circumstances where staff leaves often as a result of seasonal change.

2. ENTERPRISE AGREEMENTS

(a) Notwithstanding anything contained in this award, but subject to the provisions of this clause, an enterprise agreement may be entered into between an employer and all or some of the employees engaged by that employer.

(b) An enterprise agreement 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 a lesser benefit to any employee than is available under the award.

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(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 a party to the agreement.

(vi) The relevant union or unions shall not unreasonably oppose any agreement.

(c) An enterprise agreement shall be signed by the parties, being the employer and the union or unions, and contain the following:

(i) The terms of the agreement.

(ii) The parties covered by the agreement.

(iii) The classes of employees covered by the agreement.

(iv) The means by which a party may retire from the agreement.

(v) The means by which the agreement may be varied.

(vi) The means by which any dispute arising in respect to the agreement may be resolved.

(d) (i) A properly completed agreement shall be forwarded to the Industrial Commission.

PROVIDED that the member of the Commission responsible for the award is satisfied that the agreement is not contrary to the public interest, and that it is consistent with the wage fixing principles, the agreement shall be accepted by the member of the Commission as an agreement arising out of an award as contemplated in Section 55(4) of the Act. If the member responsible is not so satisfied the member shall convene a conference of the parties for the purpose of clarifying and/or substantiating the agreement.

(ii) If the agreement is accepted the parties shall be notified in writing and provided with a copy of the agreement and the agreement shall be forwarded to the Registrar to be filed.

(iii) An agreement having been accepted by a member of the Commission shall, from the date of notification referred to in (d)(ii), to the extent of any inconsistency, take precedence over the award.

(e) The employer, upon being notified by the Commission of the acceptance of the agreement, shall provide a copy of the agreement to each affected employee.

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PART VIII - OCCUPATIONAL HEALTH AND SAFETY, TOOLS AND AMENITIES

1. CLOTHING AND BOOTS ETC.

(a) Where it is necessary for an employee to wear protective clothing, boots or clogs, they shall be provided by the employer. The question as to whether protective clothing or boots or clogs are necessary for any employee shall be settled by agreement between the employer and the claimant union, and in default of such agreement, by the Tasmanian Industrial Commission.

(b) Where employees are required by the employer to wear special clothing supplied by the employer, then the employer shall either launder such special clothing or make other alternative arrangements by agreement with the union.

2. FIRST AID KIT

A first aid kit is now required by law and shall be provided by the employer in each factory and in the event of an accident occurring the first aid attendant shall be allowed reasonable time to attend to employees concerned in such accident.

PART IX - AWARD COMPLIANCE AND UNION RELATED MATTERS

1. EXHIBITION OF AWARD

This award shall be exhibited by each employer on his premises in a place accessible to all employees, in accordance with Section 84 of the *Industrial Relations Act 1984*.

2. STRUCTURAL EFFICIENCY

(a) The parties to this award are committed to co-operating positively to increase the efficiency and productivity of enterprises and to enhance the career opportunities and job security of employees subject to the award.

(b) Consistent with the objectives of sub-clause (a) herein, employers, employees and the union shall establish consultative mechanisms and procedures appropriate to the size, structure and needs of the enterprise.

(c) An employer may direct an employee to carry out such duties as are within the limits of an employee's skill, competence and training consistent with the classification structure of the award.

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

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3. SHOP STEWARDS

Where an employee is appointed as a shop steward, his/her name and the section or sections with which he/she is concerned shall be given to the employer and the employer shall recognise the steward as a union representative.

A shop steward's functions shall be restricted to the application of the appropriate award and working conditions.

4. RIGHT OF ENTRY

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

James P McAlpine
COMMISSIONER

25 July 2005