

**TASMANIAN INDUSTRIAL COMMISSION**

Industrial Relations Act 1984  
s.23 application to vary an award

**Federated Clerks Union of Australia  
Tasmanian Branch**  
(T.3923 of 1992)

**Tasmanian Trades and Labor Council**  
(T.3077 of 1991)

**PRINTERS AWARD**

COMMISSIONER P A IMLACH

10 December 1992

Award variation - Division B - Clerks - Structural Efficiency Principle - First Minimum Rates Adjustment - State Wage Case - New clerical classification standards - annualised salary agreements clause - Appendix/Translation Schedule inserted - consent matter - Principles satisfied - application granted - operative from the first full pay period to commence on or after 7 October 1992  
Insertion of "Parental Leave" clause in lieu of "Maternity Leave" clause - operative on and from 1 January 1993

**ORDER BY CONSENT**

**No. 1 of 1992**  
(Consolidated)

AMEND THE **PRINTERS AWARD** BY DELETING ALL CLAUSES CONTAINED THEREIN AND INSERT IN LIEU THEREOF THE FOLLOWING:

### **1. TITLE**

This award shall be known as the "Printers' Award".

### **2. SCOPE**

This award is established in respect of Printer and/or Bookbinder.

### **3. ARRANGEMENT**

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#### **4. DATE OF OPERATION**

This award shall come into operation as from the beginning of the first full pay period commencing on or after 7 October 1992, with the exception of Clause 19 - Parental Leave, Parts B - Paternity Leave, C - Adoption Leave and D - Part-time Work, which will be operative on and from 1 January 1993.

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

#### **5. SUPERSESSION AND SAVINGS**

This award incorporates and supersedes No. 4 of 1991 (Consolidated).

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

#### **6. PARTIES AND PERSONS BOUND**

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

- (a) all employers (whether members of a Registered Organisation or not) who are engaged in the industry specified in Clause 2 - Scope;
- (b) all employees (whether members of a Registered Organisation or not) for whom classifications appear in this award and who are engaged in the industry specified in Clause 2 - Scope;
- (c) the following organisation of employees in respect of whom award interest has been determined:-

the Australian Municipal, Administrative, Clerical and Services Union and the officers of that organisation and their members who are employed in the industry specified in Clause 2 - Scope;

the Printing and Kindred Industries Union, Tasmanian Branch

and the officers of that organisation and their members who are employed in the industry specified in Clause 2 - Scope.

- (d) the following organisations of employers in respect of whom award interest has been determined:-
- (i) the Printing and Allied Trades Employers' Federation of Australia, Tasmanian Region, and the officers of that organisation and their members who are engaged in the industry specified in Clause 2 - Scope; and
  - (ii) the Tasmanian Chamber of Commerce and Industry Limited.

## **7. DEFINITIONS**

For the purposes of Division B only:

- (a) General

**'Casual Employee'** means any person specifically engaged to work on an irregular basis, as and when required by mutual consent between the employer and employee, but does not include any person employed on a part-time or full-time basis.

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

**'Trainee Clerk'** means a person employed by the employer under the terms of the Australian Traineeship System and any agreements attached thereto.

**'Training Agreement'** shall mean an agreement registered under the provisions of the Industrial and Commercial Training Act 1985.

For the purposes of Divisions A and B:

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

- (b) Clerical classifications

### **GRADE 1 - CLERICAL ASSISTANT**

#### **A. GRADING**

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

- (i) The exercise of the 'General Requirements' specified in 'B' hereunder and

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

**B. GENERAL REQUIREMENTS**

- (i) 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.
- (ii) Employees in this grade shall be able to acquire and apply a limited knowledge of office procedures and requirements.

**C. SKILL REQUIREMENTS**

- (i) Technical Skills

Machine Operation - Skill Level 1:

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

- (ii) Information Handling Skills - Skill Level 1:

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

**GRADE 2 - CLERICAL OFFICER**

**A. GRADING**

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

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

**B. GENERAL REQUIREMENTS**

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

- (ii) 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, greet visitors.

#### C. SKILL REQUIREMENTS

##### (i) Technical Skills

###### Machine Operation - Skill Level 2:

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

###### Computer - Skill Level 1:

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

###### Keyboard Typing - Skill Level 1:

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

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

##### (ii) Information Handling Skills - Skill Level 2:

Employees at this level are able to maintain 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, monitoring file locations; transcribe information into records, complete forms, take telephone messages.

##### (iii) Business/Financial Skills - Skill Level 1:

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

### **GRADE 3 - CLERICAL OFFICER**

#### A. GRADING

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

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

OR ARE:

- (iii) Employees holding a Certificate of Commercial Studies (T.A.F.E.) or accredited equivalent, and who are required to use skills and perform tasks within the range of Grade 3.

**B. GENERAL REQUIREMENTS**

- (i) Employees in this grade perform clerical and office tasks using a more extensive range of skills and knowledge, at a level higher than required in Grade 2. 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.
- (ii) They must be able to acquire a working knowledge of the organisation's products/services, functions, locations and clients; respond to, and act upon most internal/external enquiries in own function area.

**C. SKILL REQUIREMENTS**

- (i) Technical Skills

Machine Operation - Skill Level 3:

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

Keyboard - Typing - Skill Level 2:

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

Computer - Skill Level 2:

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

- a database file structure, or
- a spreadsheet/worksheet, or
- a graphic, or
- an accounting/payroll file following standard procedures and using existing models/fields of information; or

use a central computer resource to an equivalent standard.

Word Processing - Skill Level 1:

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

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

- (ii) Secretarial - Skill Level 1:  
Employees at this level are able to take shorthand notes at 70wpm and transcribe with 95% accuracy.
- (iii) Information Handling - Skill Level 3:  
Employees at this level are able to use computer-based record management systems to file and retrieve records such as accounts, stock inventory, finance and personnel records.
- (iv) Business/Financial - Skill Level 2:  
Employees at this level are able to maintain records and journals, sort, process and record transactions such as incoming/outgoing cheques, invoices, debit/credit items, payroll data, establish petty cash imprest system.

#### **GRADE 4 - CLERICAL OFFICER**

##### **A. GRADING**

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

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

##### **B. GENERAL REQUIREMENT**

- (i) Employees in this grade perform clerical and office tasks using a more extensive range of skills and knowledge at a level higher than required in Grade 3. 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.
- (ii) 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.

- (iii) 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.
- (iv) Employees in this grade shall be capable of acquiring and using specialist vocabulary, i.e. technical, medical, legal etc. within the scope of this grade.

#### C. SKILLS REQUIREMENTS

##### (i) Technical Skills

###### Keyboard - Typing - Skill Level 3:

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

###### Computer - Skill Level 3:

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

###### Word Processing - Skill Level 2:

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

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

##### (ii) Secretarial Skills - Skill Level 2:

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

##### (iii) Information Handling - Skill Level 4:

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

- (iv) Business/Financial - Skill Level 3:  
Employees at this level are able to prepare cash payment summaries, banking reports and bank statements; maintain wage and salary records; follow credit referral procedures; apply purchasing and inventory control requirements; post journals to ledger.

## **GRADE 5 - ADMINISTRATIVE OFFICER**

### **A. GRADING**

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

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

### **B. GENERAL REQUIREMENTS**

- (i) Employees in this grade perform clerical and administrative duties using a more extensive range of skills and knowledge at a level higher than required in Grade 4. 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.
- (ii) Employees in this grade must be able to acquire a detailed knowledge of enterprise operations and structures and a basic knowledge of the industry or field of interest in which the organisation operates. Respond to and act upon complex issues/arrangements in such areas as consumer/client services, special products/service knowledge, production and planning schedules, material supply, transport/freight arrangements.
- (iii) Employees in this grade shall be capable of guiding employees in lower grades by means of personal instruction and demonstration.

### **C. SKILL REQUIREMENTS**

- (i) Technical Skills

Computer - Skill Level 4:

Employees at this level are able to use THREE application software packages developed for a micro/personal computer at a standard equal to Skill Level 2 in each; or use a central computer resource to an equivalent standard; or apply knowledge of advanced functions of a SINGLE application software package to manipulate data, i.e. modify fields of information, develop new database or spreadsheets models; or graph previously prepared spreadsheets, or perform reconciliation;

and/or

Word Processing - Skill Level 3:

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

(ii) Secretarial Skills - Skill Level 3:

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

(iii) Information Handling - Skill Level 5:

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

(iv) Business/Financial - Skill Level 4:

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.

(v) Supervisory - Skill Level 1:

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.

(vi) Specialist Skills - Skill Level 1:

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

## **GRADE 6 - ADMINISTRATIVE OFFICER**

### **A. GRADING**

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

(i) The exercise of the 'General Requirements' specified in 'B' hereunder; and

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

## B. GENERAL REQUIREMENTS

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

## C. SKILL REQUIREMENTS

- (i) Technical Skills

### Computer - Skill Level 5:

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

and/or

### Word Processing - Skill Level 4:

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 ONE software package; or apply knowledge of advanced functions defined in Skill Level 3 using TWO software packages.

- (ii) Secretarial Skills - Skill Level 4:  
Employees at this level are able to write shorthand notes at 120 wpm and transcribe at 95% 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.

- (iii) Information Handling - Skill Level 6:  
Employees at this level are able to establish new paper based/manual filing records systems for the enterprise; assist in separate undertaking research [locate/solicit, summarise/extract and interpret information] related to function area; compose original business correspondence from minimal instructions.
- (iv) Business/Financial - Skill Level 5:  
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.
- (v) Supervisory - Skill Level 2:  
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.
- (vi) Specialist Skills - Skill Level 2:  
Employees at this level are able to apply working knowledge of industrial/employment law, equal opportunity, workers compensation procedures and superannuation requirements.

## **8. WAGE RATES**

### **DIVISION A - EMPLOYEES OTHER THAN CLERKS**

#### **1. RATES OF PAY**

- (a) The rates of pay of employees engaged in the printing industry other than those mentioned in Division B - Clerks, shall be in accordance with those prescribed in the following awards made by the Australian Industrial Relations Commission.
  - (i) Graphic Arts Award, 1957, within a radius of 24.14 km of the G.P.O., Hobart;
  - (ii) Country Printing Award, 1959, all areas other than those within a 24.14 km radius of the G.P.O., Hobart.
- (b) Any disputes arising in respect of the provisions of subclause (a) of this clause, shall be referred to the Tasmanian Industrial Commission whose decision shall be final.

**DIVISION B - CLERKS**

1. ADULTS

- (a) The weekly wage rates set out hereunder shall be the rates payable to adult employees classified herein.

	Base Rate  \$	Minimum Rates Adjustment  \$	Total Amount Payable per week  \$
Adult entry (as defined)			
1st 6 months service	310.90	5.70	316.60
2nd 6 months service	310.90	0.90	321.80
Grade 1 (as defined)			
1A - 1st 12 months service	332.60	7.60	340.20
1B - After 12 months service	332.60	0.70	343.30
Grade 2 (as defined)			
2A - 1st 12 months service	360.90	5.70	366.60
2B - After 12 months service	374.90	5.30	380.20
Grade 3 (as defined)			
3A - 1st 12 months service	388.30	4.10	392.40
3B - After 12 months service	388.30	7.20	395.50
Grade 4 (as defined)	399.20	9.70	408.90
Grade 5 (as defined)	426.50	8.10	434.60
Grade 6 (as defined)	479.90	-	479.90

2. JUNIORS

- (a) The minimum rates of wages that may be paid to junior clerks shall be the undermentioned percentages of Grade 1, 1st 12 months service rate adjusted to the nearest 10 cents.

	%	Amount Per Week \$
Under 16 years of age	40	136.10
16 to 17 years of age	45	153.10
17 to 18 years of age	55	187.10
18 to 19 years of age	70	238.10
19 to 20 years of age	80	272.20
20 to 21 years of age	90	306.20

- (b) Proviso

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

### 3. MINIMUM WAGE

- (a) Notwithstanding the provisions of subclauses 1 of this Division, no adult employee shall be paid less than the rate of \$257.40 per week.
- (b) **PROVIDED** that payments for overtime, holiday and weekend penalties prescribed in this award shall not be taken into account in the calculation of such minimum weekly rate of wage.

Where a minimum rate of pay as aforesaid is applicable to an employee for work in ordinary hours, the same rate shall be applicable to the calculation of overtime and all other penalty rates payments during sick leave and annual leave and for all other purposes of this award.

### 4. TRAINEE CLERK (AS DEFINED)

The minimum weekly wage rate payable to a trainee clerk (as defined) shall be determined by the following method of calculation:

By taking the appropriate weekly wage rate for a junior clerk as prescribed in subclause 2(a) of this division then multiplying it by 39 and dividing it by 52 (39 being the actual number of weeks spent on the job)

**PROVIDED** that the wage determined by this calculation shall in no case be less than the minimum rate (as varied from time to time) prescribed by the Australian Traineeships System Guidelines.

**PROVIDED FURTHER** that trainee clerk (as defined) wage rate shall be calculated in multiples of ten (10) cents with any result of five (5) cents or more being taken to the next ten (10) cents.

**CONDITIONS FOR EMPLOYEES IN DIVISION A -  
EMPLOYEES OTHER THAN CLERKS**

**9. CONDITIONS**

- (a) The conditions of employment of employees engaged in the Printing Industry, other than those mentioned in Division B shall be in accordance with those prescribed in the following awards made by the Australian Conciliation and Arbitration Commission.
- (i) Graphic Arts Award, 1957, within a radius of 24.14 km of the G.P.O., Hobart.
  - (ii) Country Printing Award, 1959, all areas other than those within a 24.14 km radius of the G.P.O., Hobart.
- (b) Any disputes arising in respect of the provisions of subclause (a) of this clause, shall be referred to the Tasmanian Industrial Commission whose decision shall be final.

**CONDITIONS FOR EMPLOYEES IN DIVISION B - CLERKS**

**10. ANNUAL LEAVE**

- (a) Period of Leave.

A period of 28 consecutive days' leave shall be allowed annually to an employee on weekly hire after 12 months' continuous service (less the period of accrued leave).

- (b) Annual Leave Exclusive of Public Holidays.

If any of the holidays prescribed by Clause 22 - Saturdays, Sundays and Holidays of this award, falls within an employees' 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 that leave, one day for each such holiday so occurring.

- (c) Payment in Lieu Prohibited.

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

- (d) Time of Taking Leave.

Annual leave shall be given at a time fixed by the employer within a period not exceeding 6 months from the date when the right to annual leave accrued and after not less than 2 weeks' notice to the employee.

(e) Payment for Period of Leave.

All employees, before going on annual leave, shall be paid the amount of wages they would have received in respect of the ordinary time they would have worked had they not been on leave during the relevant period. In addition thereto all employees, shall be paid an amount equivalent to the minimum wage as prescribed in Clause 8 - Wage Rates, Division B - Clerks, subclause 3 - Minimum Wage.

(f) Leave Allowed before Due Date.

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

Where leave has been granted to an employee pursuant to this subclause 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 completed month of the qualifying period of 12 months not served by the employee, deduct from whatever remuneration is payable upon the termination of the employment 1/12th 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 Clause 22 - Saturdays, Sundays and Holidays of this award.

(g) Proportionate Leave on Termination of Service.

If after 3 completed months of service in any qualifying 12 monthly period an employee lawfully leaves his employment, or his employment is terminated by the employer through no fault of the employee the employee shall be paid at his ordinary rate of wage as follows:-

12 2/3 hours for each completed month of continuous service.

The service being in respect of which leave has not been granted.

(h) Broken Leave

Leave allowed under the provisions of subclause (a) shall be given and taken in one consecutive period, or if the employer and the employee agree, in any combination, provided one period shall be not less than 7 consecutive days, i.e. 5 working days.

## **11. ANNUALISED SALARY**

Overtime penalty rates and allowances as prescribed in Clause 18 - Overtime and Clause 22 - Saturdays, Sundays and Holidays may not apply to employees classified in Grades 4, 5, and 6 provided that a written agreement is reached between the employer and employee for a suitable employment package to take account of work which is likely to be performed outside the ordinary hours as prescribed in Clause 16 - Hours.

An Annualised Salary Agreement shall only be made with employees classified as Grade 3, following the consent of the Australian Municipal, Administrative, Clerical and Services Union.

Annualised Salary Agreements shall not apply to any employee classified as Grade 1 or Grade 2.

Agreement shall not be withheld unreasonably.

**PROVIDED** that -

- (a) The employment package shall be of such a nature as to generate a more advantageous remuneration package than would otherwise be available under award conditions in any agreed time period not exceeding four (4) weeks.
- (b) Either party may terminate the agreement on the giving of four (4) weeks notice.
- (c) One (1) week prior to entering into an agreement of this nature, the employee shall be provided with a copy of this clause.
- (d) All other provisions of the award shall apply.
- (e) During the month of July each year, an employer shall notify the office of the Australian Municipal, Administrative, Clerical and Services Union of the number of agreements made pursuant to this clause during the previous twelve (12) months and the number currently in existence.
- (f) These agreements shall be kept as part of records required to be kept by employers under Part VII, Section 75 of the Industrial Relations Act 1975.

## **12. COMPASSIONATE LEAVE**

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

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

For the 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.

### **13. DISPUTES AND GRIEVANCE PROCEDURE**

Any dispute for grievance shall be dealt with subject to the following procedures:

- (a) The matter shall in the first instance be discussed at the establishment level.
- (b) In the event that the matter remains unresolved, the officials of the relevant union may be involved. The employer may seek to involve his employer organisation.
- (c) Should the matter remain unresolved it shall be referred to the Tasmanian Industrial Commission for resolution.
- (d) The above procedure is to be followed without resort to industrial disputation and the parties will in examining any issues have regard to the spirit as well as the letter of the agreement or award.

### **14. 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 agreement shall be subject to the following requirements:
  - (i) The majority of employees affected by the change must genuinely agree to the change.
  - (ii) The agreement taken as a whole shall not confer a lesser benefit to any employee than is available under the award.
  - (iii) The relevant union shall be advised by the employer of the intention to commence discussions with employees on an agreement under this clause.
  - (iv) The relevant union must be a party to the agreement.
  - (v) The relevant union shall not unreasonably oppose any agreement.

- (c) An enterprise agreement shall be signed by the parties, being the employer and the union, 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) Where appropriate, the means by which any dispute arising in respect to the agreement may be resolved.
- (d) Any agreement which seeks to vary a provision of this award shall be referred to the Tasmanian Industrial Commission.

## **15. EXPERIENCE**

The experience referred to in Clause 8 – Wage Rates Division B – Clerks subclauses 1 and 2 of this award, may be gained in the office of any employer.

## **16. HOURS**

- (a) The ordinary working hours shall be an average of 38 per week to be worked on one of the following bases:
- (i) seven hours thirty-six minutes per day; or
  - (ii) eight hours per day on four days and six hours on one day in each week; or
  - (iii) eight hours per day on nine days and four hours on one day in each fortnight;  
or
  - (iv) eight hours per day on nineteen days with an accumulated rostered day off;  
or
  - (v) eight hours per day with an accumulation of rostered days off to a maximum of 12 per annum.

The method of implementation shall be determined in each establishment following discussion between the employer and the employees concerned. In the event of a dispute in relation to the method of implementation, the procedures set out in Clause 13 - Disputes And Grievance Procedure shall be followed.

The method of implementation once adopted at any time may be reviewed to accommodate the changed circumstances of the business. In the event of a dispute arising in relation to a review of the method of implementation, the procedures set out in Clause 13 - Disputes And Grievance Procedure shall be followed.

- (b) Subject to subclause (a) of this clause, the ordinary hours of work shall be worked in periods of 8 hours per day between 8.00am and 10.00pm.

However, subject to agreement being reached between the employer and the employee/s concerned the ordinary hours of work may be worked in periods up to 10 hours per day thus averaging a 38 hour week at greater frequency.

- (c) In circumstances whereby the method of implementation provides a system of rostered days off, an employer, with the agreement of the employee/s concerned, may substitute the day an employee is to take off for another day. Provided that such agreement will not be unreasonably withheld.

### **17. MEAL PERIODS**

- (a) The minimum period for an unpaid meal break shall be half an hour up to a maximum period of one hour.
- (b) Subject to subclause (a) of this clause, a meal break shall be taken at such time so as to enable the continuous operation of the work place.

### **18. OVERTIME**

- (a) All duty performed in excess or outside the ordinary working hours shall be overtime and shall be paid for at the rate of time and a half for the first 4 hours and double time thereafter. Provided that each day's work shall stand alone.
- (b) An employer may require an employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirements.
- (c) Where an employee requests and the employer agrees, time off at the penalty equivalent may be allowed in lieu of payment for overtime. **PROVIDED THAT** such time off shall be paid at the ordinary rate.

### **19. 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.

#### **PART A - MATERNITY LEAVE**

- (a) Nature of Leave

Maternity leave is unpaid leave.

(b) Definitions

For the purpose of this part:

**'Employee'** includes a part-time employee but does not include an employee engaged upon casual or seasonal work.

**'Paternity leave'** means leave of the type provided for in Part B - Paternity Leave.

**'Child'** means a child of the employee under the age of one year.

**'Spouse'** includes a de facto or a former spouse.

**'Continuous service'** means service under an unbroken contract of employment and includes:

- (i) any period of leave taken in accordance with this clause;
- (ii) any period of part-time employment worked in accordance with this clause; or
- (iii) any period of leave or absence authorised by the employer or by the award.

(c) Eligibility for Maternity Leave

- (i) An employee who becomes pregnant, upon production to her employer of the certificate required by subclause (d) hereof, shall be entitled to a period of up to 52 weeks maternity leave provided that such leave shall not extend beyond the child's first birthday. This entitlement shall be reduced by any period of paternity leave taken by the employee's spouse in relation to the same child and apart from paternity leave of up to one week at the time of confinement shall not be taken concurrently with paternity leave.
- (ii) Subject to subclauses (f) and (i) hereof the period of maternity leave shall be unbroken and shall, immediately following confinement, include a period of six weeks compulsory leave.
- (iii) The employee must have had at least 12 months continuous service with that employer immediately preceding the date upon which she proceeds upon such leave.

(d) Certificate

At the time specified in subclause (e) hereof the employee must produce to her employer:

- (i) a certificate from a registered medical practitioner stating that she is pregnant and the expected date of confinement;

- (ii) 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.

(e) Notice Requirements

- (i) An employee shall, not less than ten weeks prior to the presumed date of confinement, produce to her employer the certificate referred to in paragraph (d)(i).
- (ii) An employee shall give not less than four weeks notice in writing to her employer of the date upon which she proposes to commence maternity leave stating the period of leave to be taken and shall, at the same time, produce to her employer the statutory declaration referred to in paragraph (d)(ii).
- (iii) An employer by not less than 14 days notice in writing to the employee may require her to commence maternity leave at any time within the six weeks immediately prior to her presumed date of confinement.
- (iv) An employee shall not be in breach of this clause as a consequence of failure to give the stipulated period of notice in accordance with paragraph (ii) hereof if such failure is occasioned by the confinement occurring earlier than the presumed date.

(f) Transfer to a Safe Job

Where 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 shall, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

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

(g) Variation of Period of Maternity Leave

- (i) Provided the maximum period of maternity leave does not exceed the period to which the employee is entitled under subclause (c) hereof:
  - (1) the period of maternity leave may be lengthened once only by the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be lengthened;
  - (2) the period may be further lengthened by agreement between the employer and the employee.

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

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

(j) Maternity Leave and Other Leave Entitlements

- (i) Provided the aggregate of any leave including leave taken under this part, does not exceed the period to which the employee is entitled under subclause (c) hereof, an employee may, in lieu of or in conjunction with maternity leave, take any annual leave or long service leave or any part thereof to which she is entitled.
- (ii) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave), shall not be available to an employee during her absence on maternity leave.

(k) Effect of Maternity Leave on Employment

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

(l) Termination of Employment

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

(m) Return to Work After Maternity Leave

- (i) An employee shall confirm her intention of returning to work by notice in writing to the employer given not less than four (4) weeks prior to the expiration of her period of maternity leave.
- (ii) An employee, upon returning to work after maternity leave or the expiration of the notice required by paragraph (i) hereof, shall be entitled to the position which she held immediately before proceeding on maternity leave or, in the case of an employee who was transferred to a safe job pursuant to subclause (f) hereof, to the position which she held immediately before such transfer or in relation to an employee who has worked part-time during the pregnancy the position she held immediately before commencing such part-time work.

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

(n) Replacement Employees

- (i) A replacement employee is an employee specifically engaged as a result of an employee proceeding on maternity leave.
- (ii) Before an employer engages a replacement employee the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.
- (iii) Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising her rights under this part, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.
- (iv) Nothing in this part shall be construed as requiring an employer to engage a replacement employee.

#### **PART B - PATERNITY LEAVE**

(a) Nature of Leave

Paternity leave is unpaid leave.

(b) Definitions

For the purpose of this part:

**'Employee'** includes a part-time employee but does not include an employee engaged upon casual or seasonal work.

**'Maternity leave'** means leave of the type provided for in Part A - Maternity Leave (and includes special maternity leave).

**'Child'** means a child of the employee or the employee's spouse under the age of one year.

**'Spouse'** includes a de facto or a former spouse.

**'Primary care-giver'** means a person who assumes the principal role of providing care and attention to a child.

**'Continuous service'** means service under an unbroken contract of employment and includes:

- (i) any period of leave taken in accordance with this clause;
- (ii) any period of part-time employment worked in accordance with this clause; or
- (iii) any period of leave or absence authorised by the employer or by the award.

(c) Eligibility for Paternity Leave

A male employee, upon production to his employer of the certificate required by subclause (d) - Certification shall be entitled to one or two periods of paternity leave, the total of which shall not exceed 52 weeks, in the following circumstances:

- (i) an unbroken period of up to one week at the time of confinement of his spouse;
- (ii) a further unbroken period of up to 51 weeks in order to be the primary care-giver of a child provided that such leave shall not extend beyond the child's first birthday. This entitlement shall be reduced by any period of maternity leave taken by the employee's spouse and shall not be taken concurrently with that maternity leave.

The employee must have had at least 12 months continuous service with that employer immediately preceding the date upon which he proceeds upon either period of leave.

(d) Certification

At the time specified in subclause (e) the employee must produce to his employer:

- (i) 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 of which the birth took place;
- (ii) in relation to any period to be taken under paragraph (c)(ii) hereof, a statutory declaration stating:
  - (1) he will take that period of paternity leave to become the primary care-giver of the child;
  - (2) particulars of any period of maternity leave sought or taken by his spouse; and
  - (3) for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

(e) Notice Requirements

- (i) The employee shall, not less than ten weeks prior to each proposed period of leave, give the employer notice in writing stating the dates on which he proposes to start and finish the period or periods of leave and produce the certificate and statutory declaration required in subclause (d) hereof.
- (ii) The employee shall not be in breach of this subclause as a consequence of failure to give the notice required in paragraph (i) hereof if such failure is due to:
  - (1) the birth occurring earlier than the expected date; or
  - (2) the death of the mother or the child; or
  - (3) other compelling circumstances.
- (iii) The employee shall immediately notify his employer of any change in the information provided pursuant to subclause (d) hereof.

(f) Variation of Period of Paternity Leave

- (i) Provided the maximum period of paternity leave does not exceed the period to which the employee is entitled under subclause (c) hereof:
  - (1) the period of paternity leave provided by paragraph (c)(ii) may be lengthened once only by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be lengthened;
  - (2) the period may be further lengthened by agreement between the employer and the employee.
- (ii) The period of paternity leave taken under paragraph (c)(ii) hereof may, with the consent of the employer, be shortened by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be shortened.

(g) Cancellation of Paternity Leave

Paternity leave, applied for under paragraph (c)(ii) hereof but not commenced, shall be cancelled when the pregnancy of the employee's spouse terminates other than by the birth of a living child.

(h) Paternity Leave and Other Leave Entitlements

- (i) Provided the aggregate of any leave, including leave taken under this part, does not exceed the period to which the employee is entitled under subclause (c) hereof, an employee may, in lieu of or in conjunction with paternity leave, take any annual leave or long service leave or any part thereof to which he is entitled.
- (ii) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave) shall not be available to an employee during his absence on paternity leave.

(i) Effect of Paternity Leave on Employment

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

(j) Termination of Employment

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

(k) Return to Work after Paternity Leave

- (i) An employee shall confirm his intention of returning to work by notice in writing to the employer given not less than four weeks prior to the expiration of the period of paternity leave provided by paragraph (c)(ii) hereof.
- (ii) An employee, upon returning to work after paternity leave or the expiration of the notice required by paragraph (i) hereof, shall be entitled to the position which he held immediately before proceeding on paternity leave, or in relation to an employee who has worked part-time under this clause to the position he held immediately before commencing such part-time work.

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

(I) Replacement Employees

- (i) A replacement employee is an employee specifically engaged as a result of an employee proceeding on paternity leave.
- (ii) Before an employer engages a replacement employee the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.
- (iii) Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising his rights under this part, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.
- (iv) Nothing in this part shall be construed as requiring an employer to engage a replacement employee.

**PART C - ADOPTION LEAVE**

(a) Nature of Leave

Adoption leave is unpaid leave.

(b) Definitions

For the purpose of this part:

**'Employee'** includes a part-time employee but does not include an employee engaged upon casual or seasonal work.

**'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 stepchild of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.

**'Relative adoption'** occurs where a child, as defined, is adopted by a grandparent, brother, sister, aunt or uncle (whether of the whole blood or half blood or by marriage).

**'Primary care-giver'** means a person who assumes the principal role of providing care and attention to a child.

**'Spouse'** includes a de facto spouse.

**'Continuous service'** means service under an unbroken contract of employment and includes:

- (i) any period of leave taken in accordance with this clause;
- (ii) any period of part-time employment worked in accordance with this clause, or
- (iii) any period of leave or absence authorised by the employer or by the award.

(c) Eligibility

An employee, upon production to the employer of the documentation required by subclause (d) hereof shall be entitled to one or two periods of adoption leave, the total of which shall not exceed 52 weeks, in the following circumstances:

- (i) an unbroken period of up to three weeks at the time of the placement of the child;
- (ii) an unbroken period of up to 52 weeks from the time of the child's placement in order to be the primary care-giver of the child. This leave shall not extend beyond one year after the placement of the child and shall not be taken concurrently with adoption leave taken by the employee's spouse in relation to the same child. This entitlement of up to 52 weeks shall be reduced by:
  - (1) any period of leave taken pursuant to paragraph (i) hereof; and
  - (2) the aggregate of any periods of adoption leave taken or to be taken by the employee's spouse;

The employee must have had at least 12 months continuous service with that employer immediately preceding the date upon which he or she proceeds upon such leave in either case.

(d) Certification

Before taking adoption leave the employee must produce to the employer:

- (i)
  - (1) A statement from an adoption agency or other appropriate body of the presumed date of placement of the child with the employee for adoption purposes; or
  - (2) A statement from the appropriate government authority confirming that the employee is to have custody of the child pending application for an adoption order.
- (ii) In relation to any period to be taken under paragraph (c)(ii) hereof, 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 the employee's spouse; and
- (3) for the period of adoption leave the employee will not engage in any conduct inconsistent with his or her contract of employment.

(e) Notice Requirements

- (i) Upon receiving notice of approval for adoption purposes, an employee shall notify the employer of such approval and within two months of such approval, shall further notify the employer of the period or periods of adoption leave the employee proposes to take. In the case of a relative adoption the employee shall notify as aforesaid upon deciding to take a child into custody pending an application for an adoption order.
- (ii) An employee who commences employment with an employer after the date of approval for adoption purposes shall notify the employer thereof upon commencing employment and of the period or periods of adoption leave which the employee proposes to take. Provided that such employee shall not be entitled to adoption leave unless the employee has not less than 12 months continuous service with that employer immediately preceding the date upon which he or she proceeds upon such leave.
- (iii) An employee shall, as soon as the employee is aware of the presumed date of placement of a child for adoption purposes but no later than 14 days before such placement, give notice in writing to the employer of such date, and of the date of the commencement of any period of leave to be taken under paragraph (c)(i) hereof.
- (iv) An employee shall, ten weeks before the proposed date of commencing any leave to be taken under paragraph (c)(ii) hereof give notice in writing to the employer of the date of commencing leave and the period of leave to be taken.
- (v) An employee shall not be in breach of this part as a consequence of failure to give the stipulated period of notice in accordance with paragraphs (iii) and (iv) hereof if such failure is occasioned by the requirement of an adoption agency to accept earlier or later placement of a child, the death of the spouse or other compelling circumstances.

(f) Variation of Period of Adoption Leave

- (i) Provided the maximum period of adoption leave does not exceed the period to which the employee is entitled under subclause (c) hereof:
  - (1) the period of leave taken under paragraph (c)(ii) hereof may be lengthened once only by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be lengthened;

(2) the period may be further lengthened by agreement between the employer and employee.

(ii) The period of adoption leave taken under paragraph (c)(ii) hereof may, with the consent of the employer, be shortened by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be shortened.

(g) Cancellation of Adoption Leave

(i) Adoption leave, applied for but not commenced, shall be cancelled should the placement of the child not proceed.

(ii) Where the placement of a child for adoption purposes with an employee then on adoption leave does not proceed or continue, the employee shall notify the employer forthwith and the employer shall nominate a time not exceeding four weeks from receipt of notification for the employee's resumption of work.

(h) Special Leave

The employer shall grant to any employee who is seeking to adopt a child, such unpaid leave not exceeding two days, as is required by the employee to attend any compulsory interviews or examinations as are necessary as part of the adoption procedure. Where paid leave is available to the employee the employer may require the employee to take such leave in lieu of special leave.

(i) Adoption Leave and Other Entitlements

(i) Provided the aggregate of any leave, including leave taken under this part, does not exceed the period to which the employee is entitled under subclause (c) hereof, an employee may, in lieu of or in conjunction with adoption leave, take any annual leave or long service leave or any part thereof to which he or she is entitled.

(ii) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave), shall not be available to an employee during the employee's absence on adoption leave.

(j) Effect of Adoption Leave on Employment

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

(k) Termination of Employment

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

(l) Return to Work After Adoption Leave

- (i) An employee shall confirm the intention of returning to work by notice in writing to the employer given not less than four weeks prior to the expiration of the period of adoption leave provided by paragraph (c)(ii) hereof.
- (ii) An employee, upon returning to work after adoption leave, shall be entitled to the position held immediately before proceeding on such leave or in relation to an employee who has worked part-time under this clause the position held immediately before commencing such part-time work.

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 shall be entitled to a position as nearly comparable in status and pay to that of the employee's former position.

(m) Replacement Employees

- (i) A replacement employee is an employee specifically engaged as a result of an employee proceeding on adoption leave.
- (ii) Before an employer engages a replacement employee the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.
- (iii) Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising rights under this part, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.
- (iv) Nothing in this part shall be construed as requiring an employer to engage a replacement employee.

## PART D - PART-TIME WORK

### (a) Definitions

For the purposes of this part:

**'Male employee'** means an employed male who is caring for a child born of his spouse or a child placed with the employee for adoption purposes.

**'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.

**'Spouse'** includes a de facto spouse.

**'Former position'** means the position held by a female or male employee immediately before proceeding on leave or part-time employment under this part whichever first occurs or, if such position no longer exists but there are other positions available for which the employee is qualified and the duties of which he or she is capable of performing, a position as nearly comparable in status and pay to that of the position first mentioned in this definition.

**'Continuous service'** means service under an unbroken contract of employment and includes:

- (i) any period of leave taken in accordance with this clause;
- (ii) any period of part-time employment worked in accordance with this clause; or
- (iii) any period of leave or absence authorised by the employer or by the award.

### (b) Entitlement

With the agreement of the employer:

- (i) A male 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.
- (ii) 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.
- (iii) A female employee may work part-time in one or more periods at any time from the seventh week after the date of birth of the child until its second birthday.

(iv) In relation to adoption a female employee may work part-time in one or more periods at any time from the date of the placement of the child until the second anniversary of that date.

(c) Return to Former Position

(i) An employee who has had at least 12 months continuous service with an employer immediately before commencing part-time employment after the birth or placement of a child has, at the expiration of the period of such part-time employment or the first period, if there is more than one, the right to return to his or her former position.

(ii) Nothing in paragraph (i) hereof shall prevent the employer from permitting the employee to return to his or her former position after a second or subsequent period of part-time employment.

(d) 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.

(e) Pro Rata Entitlements

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

(f) Transitional Arrangements - Annual Leave

(i) An employee working part-time under this part shall be paid for and take any leave accrued in respect of a period of full-time employment, in such periods and manner as specified in the annual leave provisions of this award, as if the employee were working full-time in the class of work the employee was performing as a full-time employee immediately before commencing part-time work under this part.

(ii) (1) A full-time employee shall be paid for and take any annual leave accrued in respect of a period of part-time employment under this part, in such periods and manner as specified in this award, as if the employee were working part-time in the class of work the employee was performing as a part-time employee immediately before resuming full-time work.

(2) 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.

(g) Transitional Arrangements - Sick Leave

An employee working part-time under this part 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.

(h) Part-time Work Agreement

(i) Before commencing a period of part-time employment under this part the employee and the employer shall agree:

- (1) that the employee may work part-time;
- (2) upon the hours to be worked by the employee, the days upon which they will be worked and commencing times for the work;
- (3) upon the classification applying to the work to be performed; and
- (4) upon the period of part-time employment.

(ii) The terms of this agreement may be varied by consent.

(iii) 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.

(iv) The terms of this agreement shall apply to the part-time employment.

(i) Termination of Employment

(i) 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.

(ii) 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.

(j) 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 subclause (h).

(k) 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.

(l) 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:

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

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

(m) Replacement Employees

- (i) A replacement employee is an employee specifically engaged as a result of an employee working part-time under this part.
- (ii) A replacement employee may be employed part-time. Subject to this subclause, subclauses (e), (f), (g), (h), (i) and (l) of this part apply to the part-time employment of replacement employees.
- (iii) Before an employer engages a replacement employee under this subclause, the employer shall inform the person of the temporary nature of the employment and of the rights of the employee who is being replaced.
- (iv) Unbroken service as a replacement employee shall be treated as continuous service for the purposes of paragraph (a)(v) hereof.
- (v) Nothing in this part shall be construed as requiring an employer to engage a replacement employee.

## **20. PART-TIME AND CASUAL EMPLOYEES**

- (a) Part-time employees engaged to work 20 or more hours per week shall be entitled to the annual leave, holidays and sick leave as prescribed in Clauses 10, 22 and 23 provided that such payment therefore shall be made at the rate normally paid to such employees for a similar period of time worked.
- (b) Part-time employees engaged to work less than 20 hours per week shall be paid per hour one thirty-eighth of the weekly rates prescribed for the work he or she performs. In addition thereto such employees shall receive 20% of the hourly rate in respect of the ordinary hours for which he or she is paid. This additional amount to be payment in lieu of annual leave, sick leave and public holidays.
- (c) A casual employee for working ordinary time shall be paid per hour one thirty-eighth of the weekly rates prescribed for the work he or she performs. In addition thereto a casual employee shall receive 20% of the ordinary hourly rate in respect of each ordinary hour for which he or she is paid. Such additional amount to be payment in lieu of annual leave, sick leave and public holidays.

## **21. PAYMENT OF WAGES**

- (a) Wages shall be paid during working hours and in cash or by cheque or by electronic fund transfer as determined by the employer.
- (b) Wages may be paid weekly or less frequently as determined by agreement between the employer and the employees.

## **22. SATURDAYS, SUNDAYS AND HOLIDAYS**

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

New Year's Day, Australia Day, Hobart Regatta Day (south of Oatlands), Labour Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Show Day (as defined), Recreation Day (where Hobart Regatta Day is not observed), Christmas Day and Boxing Day.
- (b) Payment for the holidays mentioned in subclause (a) above which are taken and not worked, shall be at the normal rate of pay which would have applied to the employee concerned, when, if it were not for such holiday, he had been at work.
- (c) Employees required to work on Saturdays shall be paid at the rate of time and a half, and employees required to work on Sundays and public holidays mentioned in subclause (a) above shall be paid at the rate of double time.

- (d) In calculating payment for work performed on a Saturday, Sunday or Holiday in accordance with this clause the divisor shall be one-thirty-eighth of the weekly rates for the work the employee performs.

### **23. SICK LEAVE**

- (a) An employee, other than one engaged as a casual or part-time employee mentioned in subclause (b) of Clause 20 of this division, who is absent from work on account of personal illness or on account of injury by accident shall be entitled to leave of absence without deduction of pay, subject to the following conditions and limitations -
- (i) the employee shall not be entitled to such leave of absence for any period in respect of which the employee is entitled to workers' compensation;
  - (ii) the employee, as soon as possible and where practicable within one hour of the commencement of the employee's normal working day, inform the employer of the inability to attend for work, and as far as practicable, state the nature of the illness or injury and the estimated duration of the absence;
  - (iii) the employee shall prove to the satisfaction of the employer (or in the event of a dispute, the Tasmanian Industrial Commission), that the employee was unable on account of such illness or injury to attend for work on the day or days for which the sick leave is claimed;
  - (iv) the employee shall not be entitled in any year to sick leave in excess of seventy-six hours of ordinary 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 calendar month of service with the employer.
- (b) Sick leave shall accumulate from year to year so that any balance of the period specified in subclause (a) (iv) of this clause which has in any year not been allowed to an employee by an employer as paid sick leave shall be allowed by that employer in a subsequent year without diminution of the sick leave prescribed in respect of that year.
- (c) An employer shall not be required to make any payment in respect of accumulated sick leave credits to an employee who is discharged or leaves the employment, or for any time the employee is absent from work without producing satisfactory evidence of personal illness.
- (d) Where the method of working the 38 hour week provides for a rostered day off, an employee shall not be entitled to make a claim for sick leave under the provisions of this clause in respect of the rostered day off nor will the employee's sick leave credit be reduced.

## **24. STRUCTURAL EFFICIENCY**

- (a) The parties to this award are committed to cooperating 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 subclause (a) herein, employers, employees and the union shall establish consultative mechanisms and procedures appropriate to the size, structure and needs of the enterprise.

In acknowledgment of the fact that employees subject to this award are often in the minority in particular establishments, regard will be had for consultative mechanisms which may already be in place and have application to the enterprise as a whole.

- (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.

## **25. SUPERANNUATION**

- (a) Contribution
  - (i) An employer shall make a contribution equivalent to 3% of ordinary time earnings (as defined) into an approved superannuation fund (as defined) in respect of all eligible employees (as defined) as from 1 February 1990.
  - (ii) Contributions to the fund shall be made by the employer on at least a calendar monthly basis unless there are circumstances for which the employer cannot be held responsible.
- (b) Definitions

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

**'Eligible Employee'** shall mean a weekly or part-time employee who has completed 4 weeks continuous service with the employer or a casual employee who has been employed on each of not less than 60 days whether consecutively or accumulatively in total including employment prior to and subsequent to the date of operation of this clause.

**'Ordinary Time Earnings'** shall mean the classification rate as prescribed in Clause 8 Division B and include loadings for part-time and casual work and overaward payments if any, but shall exclude work performed and paid as overtime, leave loading and annual and/or long service leave payments on termination of employment.

(c) Part-Time Employees

Subject to the provisions of subclause (b) of this clause contributions in respect of part-time employees will be proportionate to the hours of work of the employee.

(d) Fund

(i) Contributions determined in accordance with subclause (a) of this clause shall, subject to subclause (g) of this clause, be made into either of the following approved funds:

1. Printing Industry Superannuation Fund (P.I.S.F.); or
2. TASPLAN.

(ii) The employer shall become a party to P.I.S.F. or TASPLAN upon the acceptance of the Trustees of that scheme of an application to become a participating employer of P.I.S.F. or TASPLAN, duly signed and executed by that employer.

The fund adopted by each establishment shall be determined by agreement between the employer and employees concerned. In the event of a dispute the award disputes and grievance procedure shall be applied.

(iii) Unless the employer adopts otherwise, an employer shall make contributions on behalf of all eligible employees into only one of the approved funds nominated in this clause.

(e) Unpaid Absences

The employer shall not be required to make a contribution on behalf of an employee who is absent from work without pay, and the employer's contribution in any week on behalf of such an employee will be reduced by a proportionate amount.

(f) Cessation of Contributions

An employee's eligibility for contributions to the fund will cease on the last day of employment with the employer and the employer shall not make any contributions to the fund in respect of any period beyond that last day of employment.

(g) Exemptions

For the purpose of this clause, the following companies are exempt from contributing to either TASPLAN or P.I.S.F. as nominated in subclause (d) - Fund and contributions shall be made in accordance with subclause (a) - Contributions into the Approved Fund set out below:

**AMP Packaging Superannuation Plan**

A.P.M. Containers Launceston

**A.M.P. Superleader Plan**

Screencraft Pty Ltd

**Harris & Company Superannuation Fund**

Harris & Company Limited  
The Advocate Newspaper Pty Ltd  
The Advocate (Devonport) Pty Ltd  
Advocate Printers (Burnie) Pty Ltd  
Advocate Publications Pty Ltd

**E.N.T. Limited Staff Superannuation Fund**

ENT Limited (Examiner Printing Service,  
Examiner Newspaper P/L)

**James Hardie Securiplan**

Spicers Paper Limited

**Moore Staff Superannuation Plan**

Moore Business Systems Australia Ltd.

**News Limited Group Superannuation Fund**

Mercury Walsh (Division of Davies Bros.)

**26. TEMPORARY CLERKS**

A '**Temporary Clerk**', i.e. a clerk employed for less than one week, shall be paid 12 1/2 per cent more than the rates above set out for clerks as the case may be.

Provided that this provision shall not apply in the case of an employee engaged under the provisions of Clause 20 - Part-Time And Casual Employees.

## **27. TERMS OF EMPLOYMENT**

- (a) With the exception of casual employees, all employment shall be by the week and the employment of an employee will not be terminated except for misconduct which would justify instant dismissal, without at least one week's notice being given by the employer to the employee, and the employee shall likewise give to the employer one week's notice of the intention to terminate the employment. If one week's notice is not given by the employer or the employee, one week's wages shall be paid or forfeited as the case may be, and in the case of misconduct wages shall be paid up to the time of dismissal only.
- (b) The employer, in the event of misconduct, may suspend an employee without pay. The maximum period of suspension shall be one (1) week. Should the employee not agree to the suspension the union may refer the matter to the Tasmanian Industrial Commission. If, upon examination the Industrial Commission forms the view that the suspension was harsh or unjust, it may vary the term or rescind the suspension.

Prior to the suspension the matter shall be discussed with an official of the union, or written notification shall be provided to the union. Where written means of notifying the employer's intentions is used, the employer shall not implement the suspension for twenty-four (24) hours after the union would reasonably have been expected to receive such notification.

**PROVIDED THAT** in exceptional circumstances, the suspension may be implemented immediately.

## **28. TRAINEE CLERK (AS DEFINED)**

- (a) Trainee Clerk (as defined) shall be engaged for a period of twelve (12) months as a full time employee, provided that a trainee shall be subject to a satisfactory probation period of up to one (1) month.
- (b) Where possible traineeship positions should be additional to normal staff numbers **PROVIDED** that no existing weekly employees shall be displaced by a trainee.

**PROVIDED FURTHER** nothing contained in this clause shall be interpreted so as to prevent the recruitment of junior employees by other methods.

- (c) A trainee clerk (as defined) will receive on-the-job training by the employer as specified in the training agreement (as defined) and off-the-job training will be provided through the Division of Technical and Further Education or such other institution approved by the Training Authority of Tasmania.
- (d) The employer agrees that the overall training program will be monitored by officers of the Training Authority of Tasmania and training record books may be used as part of this monitoring process.

- (e) Time spent off-the-job on training shall be allowed without loss of continuity of employment.
- (f) Where an employer continues the employment of a trainee clerk (as defined) after completion of the "traineeship period", such "traineeship period" shall be counted as service for the purpose of the award.
- (g) Under normal circumstances overtime shall not be worked by trainees. However, when during a training period in a particular section, overtime is involved in the operation of that section, overtime may be worked by the trainees. Where overtime is worked the normal allowances and penalty rates shall apply.
- (h) The union shall be afforded reasonable access to trainees for the purpose of explaining the role and functions of the union.
- (i) Trainees shall not perform higher duties unless in the course of their traineeship.
- (j) Trainees shall be exempt from action in respect of industrial disputes. However the employer shall observe the provisions determined by the Training Authority of Tasmania in respect of the use of trainee clerks (as defined) in the time of industrial disputes.

P A Imlach  
**COMMISSIONER**

10 December 1992

**APPENDIX TO AWARD**

**TRANSLATION SCHEDULE FOR DIVISION B - CLERKS**

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**1. INTRODUCTION**

As from the first full pay period on or after 7 October 1992 a complete new classification structure will be included in the Award. This structure will be based solely on skill, competency and responsibility.

Comprehensive definitions will accompany each Grade.

It will be necessary to classify each employee into the appropriate grade. In circumstances whereby this cannot be agreed, a dispute resolution mechanism is in place.

The new wage rates at each level will be phased in through four instalments 9 months apart. This is known as the Minimum Rate Adjustment (MRA) process.

The creation of this new structure, together with significant changes to Award Conditions of Employment will complete the structural efficiency process arising out of the October 1991 National Wage decision.

## **2. OUTLINE OF NEW STRUCTURE**

		<u>Proposed Relativity %</u>	<u>Proposed \$ Rate</u>
		At Completion of MRA Process ie. 1/6/94	At Completion of MRA Process * ie. 1/6/94
Adult Entry Point (No Previous Experience)	1st 6 months	80	333.80
	2nd 6 months	85	354.60
Grade 1A Clerical Asst.			
	1st 12 months	87	363.00
Grade 1B	Thereafter	90	375.50
Grade 2A Clerical Officer			
	1st 12 months	92	383.80
Grade 2B	Thereafter	95	396.30
Grade 3A Clerical Officer			
	1st 12 months	97	404.70
Grade 3B	Thereafter	100	417.20
Grade 4 Clerical Officer		105	438.10
Grade 5 Admin Officer		110	458.90
Grade 6 Admin Officer		115	479.80

\* These proposed rates may be subject to adjustment in the event of future National Wage adjustments applying to Awards generally.

## **3. DEFINITIONS - CLASSIFICATION STRUCTURE**

See Clause 7 - Definitions of this award.

## **4. GRADING AND TRANSLATION**

All employees are to be classified in accordance with the new structure by 1 November, 1992.

This classification process involves a matching of:

- The position requirements, and the individual employee with the definitions contained in section 3.

All definitions are structured in the same format.

In essence to be graded at a particular level, the General Requirements specified in 'B' together with one or more of the broad "Skill Requirements" in 'C' must be satisfied.

Note: It is the responsibility of the employer to identify the 'principal functions' of an individual employee.

#### 4.1 Existing Employees (i.e. employed as at 1 November 1992)

Prima facie existing employees shall translate to the new structure in accordance with the following schedule.

##### Translation

Existing Classification	Translate to
1st year adult experience	Adult Entry 1st 6 months 2nd 6 months
2nd year adult experience	Grade 1B
3rd year adult experience	Grade 2B
4th year adult experience	Grade 3B
5th year adult experience	N.B. Translation to new structure shall
6th year adult experience	be based on skill as opposed to years of service.
In charge of 2 employees	Grade 4
In charge of 3 or 4 employees	Grade 4
In charge of 5 or more employees	Grade 5
Accountant or Chief Clerk	Grade 6

This process should occur on 1 November, 1992.

There may be instances whereby after examination of the duties, responsibilities etc. and the new definitions, an employee should be classified at a level higher than indicated in the schedule above.

##### Example

An employee currently classified as 2nd year adult service satisfies the definition of the new Grade 3.

In this circumstance the following should apply:

As at 1 November: Employee translates in accordance with the schedule i.e. in the above example, the employee would be classified as a Grade 2B.

As at 1 December 1992 Employee classified in accordance with schedule i.e. in the above example, the employee would be classified as a Grade 2B.

As at 18 July 1993 Employee classified in accordance with the definitions at the 'First 12 months' (where applicable) level;

In the above example, employee would be reclassified to a Grade 3A.

#### 4.2 New Employees

Employees engaged subsequent to the first full pay period 7 October 1992 shall be classified strictly in accordance with the definitions.

### **5. MINIMUM RATES ADJUSTMENT**

The new rates will be phased in through the process of the Minimum Rates Adjustment (MRA).

This process will involve up to four instalments, 9 months apart.

The actual amounts vary between Grades.

The schedule for the MRA process is as below and each MRA will require a separate application to the Commission:-

1st MRA	F.F.P.P. 7 October 1992
2nd MRA	F.F.P.P. 7 July 1993
3rd MRA	F.F.P.P. 7 April 1994
4th MRA	F.F.P.P. 7 January 1995

(F.F.P.P. - from the first full pay period on or after the 00/00/92)

#### Over Award Payment

Increases arising out of the MRA process are to be absorbed against any existing over award payments.

Similarly, where an existing overaward payment results in a wage rate higher than the appropriate grading, no wage increase should be paid, and the difference (if any) maintained as an over award payment for that individual employee.

#### Adult Entry

The Award provides that an adult (over 21 years of age) with less than 12 months clerical experience with any employer, may be classified at the adult entry point for the balance of the 12 months. Thereafter, the employee must be classified in accordance with the definitions.

In the case of part-time and casual employees, 12 months experience is defined as 1660 hours actual service.