

TASMANIAN INDUSTRIAL COMMISSION

Industrial Relations Act 1984

s23 application for award or variation of award

Tasmanian Trades and Labor Council

(T13142 of 2008)

Private Sector Awards

Minister administering the *State Service Act 2000*

(T13143 of 2008)

Public Sector Awards

FULL BENCH:

PRESIDENT P L LEARY

DEPUTY PRESIDENT P C SHELLEY

COMMISSIONER T J ABEY

Wage Rates – State Wage Case 2008 – applications to vary private and public sector awards – Private Sector Awards – Public Sector Awards, other than named awards - award wage rates to be increased by \$19.00 per week - wage related allowances to be increased by 3.1% – meal allowance increased to \$14.60 - State Minimum Wage rate determined at \$546.10 - s.35(1)(b) – operative date ffpp 1 August 2008

ORDER BY CONSENT –

BOOTMAKERS AWARD

No. 1 of 2008

(Consolidated)

AMEND THE **BOOTMAKERS AWARD** BY DELETING ALL CLAUSES CONTAINED THEREIN AND INSERTING IN LIEU THEREOF THE FOLLOWING; AND THE AWARD IS CONSOLIDATED:

PART I – APPLICATION AND OPERATION OF THE AWARD

1. TITLE

This award shall be known as the "Bootmakers Award".

2. INDEX

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3. SCOPE

This award is established in respect of the trade of maker and/or repairer of boots, shoes and slippers.

4. DATE OF OPERATION

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

5. AWARD INTEREST

- (a) The following employee organisations have an interest in this award under Section 63(10) of the *Industrial Relations Act 1984*:
 - (i) the Australian Municipal, Administrative, Clerical and Services Union;
 - (ii) The Australian Workers' Union, Tasmania Branch;
 - (iii) the Shop, Distributive and Allied Employees Association, Tasmanian Branch;
 - (iv) the Textile, Clothing and Footwear Union of Australia, Tasmanian Branch.
- (b) The following employer organisation has an interest in this award under Section 63(10) of the *Industrial Relations Act 1984*:
 - (i) the Retail Traders Association of Tasmania.
- (c) The following organisation is deemed to have an interest in this award pursuant to Section 62(2) of the *Industrial Relations Act 1984*:
 - (i) the Tasmanian Chamber of Commerce and Industry Limited.
- (d) The following organisation is deemed to have an interest in this award pursuant to Section 62(3) of the *Industrial Relations Act 1984*:
 - (i) the Tasmanian Trades and Labor Council.

6. SUPERSESION

This award incorporates and supersedes the Bootmakers Award No. 1 of 2007 (Consolidated).

PART II – EMPLOYMENT RELATIONSHIP AND ASSOCIATED MATTERS

1. DEFINITIONS

Employment Relationship

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

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

2. EMPLOYMENT CATEGORIES

(a) Casual

A casual employee for working ordinary time shall be paid per hour one thirty-eighth of the weekly rates prescribed for the work which he or she performs. In addition thereto a casual employee shall receive 20 per cent of the ordinary hourly rate in respect of each hour for which he or she is paid; such additional amount to be payment in lieu of annual leave, personal leave, and public holidays.

(b) Part-Time Employees

Part-time employees engaged to work 20 or more hours per week shall be entitled to the holidays, annual leave and personal leave of this award, provided that payment therefore shall be made at the rate normally paid to such employees for a similar period of time worked.

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

(c) 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 per cent of the ordinary hourly rate in respect of each hour for which he or she is paid; such additional amount to be payment in lieu of annual leave, personal leave and public holidays.

3. TERMS OF ENGAGEMENT AND TERMINATION

(a) Employment shall be by the week for all employees except for casuals whose employment shall be on an hourly basis.

(b) Except for casuals, employment shall be terminated by giving one week's notice or the payment or forfeiture of one week's wages as the case may be, but this shall

not affect the right of the employer to dismiss an employee for misconduct or neglect of duty, in which case wages shall be paid up to the time of dismissal only.

4. RATIO OF JUNIORS TO ADULT EMPLOYEES

The maximum number of juniors to be employed for every one adult shall be two.

5. ESTIMATING SERVICE

In estimating the number of years' experience of an employee in order to ascertain the minimum rate of wages to which such employee may be entitled, the total experience in the service of every employer in any trade or business, whether in any of the trades mentioned in this award or otherwise shall be taken.

6. PROVISIO - CLERKS AND SHOP ASSISTANTS

FOR EMPLOYEES SPECIFIED DIVISIONS D AND E OF PART III - WAGES AND RELATED MATTERS, CLAUSE 2 – WAGE RATES

When determining the rate payable to an employee attaining the age of 21 years, who has been employed as a junior worker in the trades covered by this award, experience obtained after reaching the age of 18 years shall be counted as adult experience.

PART III – WAGES AND RELATED MATTERS

1. CLASSIFICATION DESCRIPTORS

CLERICAL CLASSIFICATION STANDARDS

CLERICAL AND ADMINISTRATIVE EMPLOYEE GRADE 1

GRADING

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

GENERAL REQUIREMENTS

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

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

SKILL REQUIREMENTS

Technical Skills

Machine Operation

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

Information Handling Skills

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

CLERICAL AND ADMINISTRATIVE EMPLOYEE GRADE 2

GRADING

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

GENERAL REQUIREMENTS

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

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

SKILL REQUIREMENTS

Technical Skills

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

Machine Operation

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

Computer Operation

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

Keyboard Operation

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

Information Handling Skills

Employees at this level are able to maintain a mail register and records; maintain established paper-based filing/ records systems in accordance with set procedures including creating and indexing new files, distributing files within the organisation as

requested and monitor file locations; transcribe information into records, complete forms, take telephone messages.

Business/Financial Skills

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

CLERICAL AND ADMINISTRATIVE EMPLOYEE GRADE 3

GRADING

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

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

GENERAL REQUIREMENTS

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

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

SKILL REQUIREMENTS

Technical Skills

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

Machine Operation

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

Keyboard Operation

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

Computer Operation

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

Word Processing

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

Secretarial Skills

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

Information Handling Skills

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

Business/Financial Skills

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

CLERICAL AND ADMINISTRATIVE EMPLOYEE GRADE 4

GRADING

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

GENERAL REQUIREMENTS

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

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

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

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

SKILLS REQUIREMENTS

Technical Skills

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

Keyboard Operation

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

Computer Operation

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

Word Processing

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

Secretarial Skills

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

Information Handling Skills

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

Business/Financial Skills

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

CLERICAL AND ADMINISTRATIVE EMPLOYEE GRADE 5

GRADING

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

GENERAL REQUIREMENTS

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

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

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

SKILL REQUIREMENTS

Technical Skills

Computer Operations

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

and/or

Word Processing

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

Secretarial Skills

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

Information Handling Skills

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

Business/Financial Skills

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

Supervisory Skills

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

Specialist Skills

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

CLERICAL AND ADMINISTRATIVE EMPLOYEE GRADE 6

GRADING

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

GENERAL REQUIREMENTS

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

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

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

SKILL REQUIREMENTS

Technical Skills

Computer Operations

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

and/or

Word Processing

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

Secretarial Skills

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

Information Handling Skills

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

Business/Financial Skills

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

Supervisory Skills

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

Specialist Skills

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

GENERAL

'Adult entry' shall mean the entry point for adult employees (21 years and over) with less than 12 months experience either as a junior or adult, and on completion of 12 months experience (whether with one employer or more) such adult employees shall be advanced to a graded position dependent on skills held and position requirement.

'Leading hand' means an adult employee appointed as such by the employer and who, while working under supervision, gives instructions to and/or is responsible for work done by other employees.

'Senior salesperson' means the employee who is second in charge of a department controlled by a department manager /owner. The employee so classed as second in charge shall be nominated by the employer or the employer's representative.

'Section manager' i.e. an employee in charge of a section who is actually employed in that section and in direct contact with the customers, notwithstanding that the employee may be under orders of a superior who does not devote the whole of his or her time to the management of the section.

'Entry Level Employee' shall mean an employee entering the work force with less than three months experience in the industry. The employee shall be provided with induction training. The employee shall automatically progress to the appropriate classification level upon attaining three months experience in the industry.

2. WAGE RATES

DIVISION A - EMPLOYEES REPAIRING

The weekly wage rates set out hereunder shall be the minimum weekly wage rate payable to classifications of employees named herein:

	Relativity	Base Rate	Safety Net Adjustment	Weekly Wage Rate
	%	\$	\$	\$
Entry Level Employee	78	325.40	220.70	546.10
Employees engaged in the repairing of boots, shoes or slippers or other such footwear		374.70	220.70	595.40

DIVISION B - EMPLOYEES ENGAGED IN THE MANUFACTURE OF BOOTS, SHOES OR SLIPPERS OR OTHER SUCH FOOTWEAR

The weekly wage rates set out hereunder shall be the minimum weekly wage rate payable to classifications of employees named herein:

Wage Band Number	Relativity	Base Rate	Safety Net Adjustment	Weekly Wage Rate
	%	\$	\$	\$
Entry Level	78	325.40	220.70	546.10
1	82	342.10	220.70	562.80
2	84	350.40	220.70	571.10
3	87.4	364.60	220.70	585.30
4	92.4	385.50	220.70	606.20
5	100	417.20	222.70	639.90
6	110	458.90	222.70	681.60

DIVISION C - PIECEWORK RATES REPAIRING

The following weekly wage rates and conditions shall apply to employees engaged on piecework, all materials and tools to be found by the employer:

SCHEDULE

An establishment using ready-cut material and employing finisher (without hand sewing), the following percentage of the current total retail values of all work done shall be paid:

- (a) on general work 30%
- (b) on all sewing or cement work 27½%
- (c) or employees who do their own finishing they shall be paid in addition to the following percentages - by machine 10%

DIVISION D – CLERKS

1. ADULT

Adult employees shall be paid in accordance with the following structure which shall be read in conjunction with the classification definitions contained in Part III - Wages and Related Matters, Clause 1 – Classification Descriptors:

	Base Rate \$	Safety Net Adjustment \$	Weekly Wage Rate \$
Adult Entry			
1st 6 months	333.80	220.70	554.50
2nd 6 months	354.60	220.70	575.30
Grade 1			
1A 1st 12 months	363.00	220.70	583.70
1B after 12 months	375.50	220.70	596.20
Grade 2			
2A 1st 12 months	383.80	220.70	604.50
2B after 12 months	396.40	220.70	617.10
Grade 3			
3A 1st 12 months	404.70	220.70	625.40
3B after 12 months	417.20	222.70	639.90
Grade 4	438.10	222.70	660.80
Grade 5	458.90	222.70	681.60
Grade 6	479.80	220.70	700.50

2. JUNIORS

The minimum weekly wage rate that may be paid to juniors may be the undermentioned percentages of Grade 1, 1st 12 months service rate adjusted to the nearest 10 cents:

Age	Percentage %
Under 16 years of age	40
16 to 17 years of age	45
17 to 18 years of age	55
18 to 19 years of age	70
19 to 20 years of age	80
20 to 21 years of age	90

DIVISION E - SALES ASSISTANTS

	Base Rate \$	Safety Net Adjustment \$	Weekly Wage Rate \$
(i) 1st year's adult experience	325.40	220.70	546.10
(ii) 2nd year's adult experience	332.10	220.70	552.80
(iii) 3rd year's adult experience	360.40	220.70	581.10
(iv) Senior Salesperson	376.90	220.70	597.60
(v) Section Manager and/or Buyer/Orderer:	425.90	222.70	648.60
1. Of a section where 5 or more employees (including the Section Manager and/or Buyer/Orderer) are employed			
2. Of a section where 3 or 4 employees (including the Section Manager and/or Buyer/Orderer) are employed	409.50	220.70	630.20
3. Of a section where 2 employees (including the Section Manager and/or buyer/orderer) Buyer/Orderer) are employed	401.30	220.70	622.00
(vi) Manager of Shop or Branch	451.40	222.70	674.10

(vii) Junior Sales Assistants

Percentage of Second
Year Adult Weekly Wage Rate

Under 17 years of age	54
17 to 18 years of age	59
18 to 19 years of age	73
19 to 20 years of age	86
20 to 21 years of age	90

(viii) Proviso –

When determining the rate payable to an employee attaining the age of 21 years who has been employed as a junior assistant in any of the trades covered by this award, experience obtained after reaching the age of 18 years shall be counted as adult experience.

DIVISION F – APPRENTICES

An employer shall not employ minors in the following trades or occupations otherwise than in accordance with the requirements of the *Vocational Education and Training Act 1994*. Apprentices engaged in the trade of manufacturing or repairing boots, shoes, slippers or any other such footwear shall receive:

Four Year Term	Percentage of Weekly Wage Rate for Wage Band No. 4
First year's experience -	
First 6 months	47
Second 6 months	55
Second year's experience -	
First 6 months	60
Second 6 months	65
Third year's experience -	
First 6 months	75
Second 6 months	80
Fourth year's experience -	
First 6 months	90
Second 6 months	95

Thereafter the adult minimum weekly wage.

Three Year Term	Percentage of Weekly Wage Rate for Wage Band No. 4
First year's experience -	
First 6 months	60

Second 6 months	65
Second year's experience -	
First 6 months	75
Second 6 months	80
Third year's experience -	
First 6 months	90
Second 6 months	95

Thereafter the adult minimum weekly wage.

DIVISION G - JUNIOR WORKERS

The minimum weekly wage rate to be paid to juniors shall be the money equivalent of the undermentioned percentages of the adult weekly wage rate for Band No. 1 of this award, to the nearest five cents; any fraction of five cents in the result not exceeding two cents, to be disregarded:

Percentage of Wage Band No. 1

Under 16 years of age	44
At 16 years of age	55
At 17 years of age	66
At 18 years of age	77
At 19 years of age	86
At 20 years of age	94

Any unapprenticed junior who has had four years' experience in the industry who is less than 21 years of age shall be paid the adult rate for the class of work upon which he is employed.

Notwithstanding anything aforesaid in this clause - any worker under the age of 21 years, not being an apprentice, or probationer for apprenticeship who performs any operation outside those defined in this clause shall be deemed not to be a junior worker and shall be paid the appropriate weekly wage rate for an adult.

DIVISION H - LEADING HANDS

An adult employee employed as a leading hand shall be paid the following allowance in addition to the appropriate weekly wage rate prescribed in this award for the highest classified employee directly under his or her control and for whom he or she is responsible:

Number of Employees	Per Week \$
3 to 10	20.70
11 to 20	32.50
21 or more	40.20

Such rates to be payable for all purposes of the award.

3. MIXED FUNCTIONS

An employee engaged for more than two hours of one day on duties carrying a higher rate than the employee's ordinary classification shall be paid the higher rate for the whole of such day; and if so engaged for less than two hours of one day, the employee shall be paid the higher rate for the time so worked.

4. SUPPORTED WAGE SYSTEM

(a) Eligibility Criteria

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

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

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

(b) For the purposes of this clause:

'Accredited Assessor' means a person accredited by the management unit established by the Commonwealth under the Supported Wage System to perform assessments of an individual's productive capacity within the Supported Wage System.

'Assessment Instrument' means the form provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.

'Disability Support Pension' means the pension available under the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991*, as amended from time to time, or any successor to that scheme.

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

(c) Supported Wage Rates

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

Assessed Capacity (subclause (d))	% of Prescribed Award Rate
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

PROVIDED that the minimum amount payable shall be not less than \$66 per week.

(d) Assessment of Capacity

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

- (i) the employer and a union party to the award, in consultation with the employee or, if desired by any of these;
 - (ii) the employer and an accredited Assessor from a panel agreed by the parties to the award and the employee.
- (e) Lodgment of Assessment Instrument
- (i) All assessment instruments under the conditions of this clause, including the appropriate percentage of the award wage to be paid to the employee, shall be lodged by the employer with the Registrar of the Tasmanian Industrial Commission.
 - (ii) All assessment instruments shall be agreed and signed by the parties to the assessment, provided that where a union which is party to the award, is not a party to the assessment, it shall be referred by the Registrar of the Tasmanian Industrial Commission to the union by certified mail and shall take effect unless an objection is notified to the Registrar of the Tasmanian Industrial Commission within 10 working days.
- (f) Review of Assessment
- The assessment of the applicable percentage shall be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review shall be in accordance with the procedures for assessing capacity under the Supported Wage System.
- (g) Other Terms and Conditions of Employment
- Where an assessment has been made, the applicable percentage shall apply to the wage rate only. Employees covered by the supported wage provisions of this clause shall be entitled to the same terms and conditions of employment as all other workers covered by this award who are paid on a pro rata basis.
- (h) Workplace Adjustment
- An employer wishing to employ a person under the provisions of this clause shall take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.
- (i) Trial Period
- (i) In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this clause for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

- (iii) During that trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined in accordance with subclauses (d) and (e).
- (iv) The minimum amount payable to the employee during the trial period shall be no less than \$66 per week or such greater amount as is agreed from time to time between the parties.
- (v) Work trials should include induction or training as appropriate to the job being trialed.
- (vi) Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under subclause (c) hereof.

5. MINIMUM WAGE

(a) Minimum Wage

No employee shall be paid less than the minimum wage.

(b) Amount of Adult Minimum Wage

- (i) The minimum wage for full-time adult employees not covered by Clause 4 - Supported Wage System is \$546.10 per week.
- (ii) Adults employed under a supported wage system clause shall continue to be entitled to receive the wage rate determined under that clause. Provided that such employees shall not be paid less than the amount determined by applying the percentage in the supported wage system clause applicable to the employee concerned to the amount of the minimum wage specified in paragraph (b)(i).
- (iii) Adults employed as part-time or casual employees shall continue to be entitled to receive the wage rate determined under the casual and part-time clauses of the award. Provided that such employees shall not be paid less than pro rata the minimum wage specified in paragraph (b)(i) according to the number of hours worked.

(c) How the Minimum Wage Applies to Juniors

- (i) The wage rates provided for juniors by this award continue to apply unless the amount determined under paragraph (c)(ii) is greater.
- (ii) The minimum wage for an employee to whom a junior rate of pay applies is determined by applying the percentage in the junior wage rates clause

applicable to the employee concerned to the relevant amount in paragraph (b)(i).

(d) Application of Minimum Wage to Certain Employees

Due to existing applicable award wage rates being greater than the relevant proportionate minimum wage, this clause will not apply to employees falling within the scope of the National Training Wage (Tasmanian Private Sector) Award and Trainees undertaking an apprenticeship.

(e) Application of Minimum Wage to Award Rates Calculation

The minimum wage:

- (i) applies to all work in ordinary hours;
- (ii) applies to the calculation of overtime and all other penalty rates, superannuation, payments during personal leave, long service leave and annual leave, and for all other purposes of this award; and
- (iii) is inclusive of the arbitrated safety net adjustment provided by the July 2008 State Wage Case Decision (T13142 of 2008) and all previous safety net and state wage case adjustments.

6. ANNUALISED SALARY AGREEMENTS

FOR EMPLOYEES SPECIFIED IN DIVISION D OF PART III - WAGES AND RELATED MATTERS, CLAUSE 2 – WAGE RATES

Overtime penalty rates and allowances (excluding the leading hand allowance) 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 specified in Part V – Hours of Work, Penalty Payments and Overtime.

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 weeks.
- (b) Either party may terminate the agreement on the giving of four weeks notice.
- (c) One 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 12 months and the number currently in existence.
- (f) These agreements shall be kept as part of the record required to be kept by employers under Part VII, Section 75 of the *Industrial Relations Act 1984*.

7. PAYMENT OF WAGES

- (a) Wages shall be paid weekly during the employer's time not later than Wednesday in each week. On the completion of the first full pay period and when any change is made in the weekly rate, the employee shall be notified in writing of the amount of wages to which he is entitled, the amount of deduction made therefrom, and the net amount being paid, provided also that such notification shall be given not less than once in each year of service.
- (b) Where agreement is reached between the employer and a majority of employees, or whereby three months' notice is given by the employer, wages may be paid fortnightly on the basis of one week's wages in arrears and one week's wages in advance.
- (c) Where an employee's services are dispensed with all moneys due shall be paid immediately on the employee ceasing work.
- (d) Employees kept waiting for their pay after ceasing work at the usual hour shall be paid at overtime rates for all time they are kept waiting as aforesaid.
- (e) At the discretion of the employer wages may continue to be paid by the current method or by direct transfer to an employee's bank (or other recognised financial institution) account.

Where an employer elects to pay employees by direct transfer the employer shall pay to employees, in addition to any other entitlements, an amount to cover government fees and charges for one deposit and one withdrawal per pay.

8. SUPERANNUATION

FOR EMPLOYEES SPECIFIED DIVISION A, B, C, F, G AND H OF PART III - WAGES AND RELATED MATTERS, CLAUSE 2 – WAGE RATES

(a) Contribution

An employer shall make a contribution equivalent to three per cent of ordinary time earnings into an approved superannuation fund in respect of all eligible employees as from 1 January 1992.

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) Casual and Part-Time Employees

In the case of eligible casual and part-time employees, contributions shall be made where the employee works at least 38 hours per month averaged over a fund billing statement month.

(c) Definitions

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

'Eligible employee' shall mean an employee whether weekly, part-time or casual, who has had at least three months continuous service with an employer subject to this award.

PROVIDED that in the case of an employee who has so qualified with one employer, that employee shall not be required to serve the qualifying period with any subsequent employer subject to this award.

'Ordinary time earnings' shall mean the classification rate including loadings for shift work, part-time or casual work and any permanent all purpose allowances but shall exclude overtime payments, leave loading, annual and/or long service leave payments on termination of employment and allowances in the nature of a reimbursement (such as meal money).

(d) Fund

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

(e) Exemption

An employer may seek exemption from making contributions into the nominated approved fund in the following circumstances:

- (i) where employees subject to this award represent a minority of the total employees and contributions are already being made into an approved fund in respect of the majority of employees in any one establishment; or
- (ii) where the fund subject to the exemption application is an approved fund which was established prior to 1 January 1992 and Occupational Superannuation contributions equivalent to three per cent of ordinary time earnings were being paid on behalf of all employees in the establishment covered by this award prior to 1 January 1992 and have continued to be paid since that date; or
- (iii) where an employer can demonstrate a special and compelling circumstance to justify the use of an approved fund other than the nominated approved fund.

(f) Procedure for Seeking Exemption

An employer seeking exemption shall, not later than 31 July 1989:

- (i) Make application to the Tasmanian Industrial Commission seeking the exemption.
 - (ii) Any application shall in the first instance be considered by the union(s) party to the award which in each case have constitutional coverage for the class of employee affected.
 - (iii) Such matter shall be heard and determined by the Tasmanian Industrial Commission. In such circumstances and in accordance with Section 28 of the Act, the employer concerned may be represented in person, by an agent (other than a legal practitioner) or by a registered employer organisation.
 - (iv) An employer who commences a new business after 1 January 1992 may make application for exemption in accordance with subclause (e) of this clause. Such application shall be made within one month of the commencement of operation of the new business. However, this provision shall not apply to a business which has been transmitted or was a subsidiary of a business subject to this award as at 1 January 1992.
- (g) Notwithstanding anything elsewhere contained in this clause, an employee who belongs to the religious fellowship known as Brethren and who holds a certificate issued by the Registrar pursuant to Section 32(9) of the Act may nominate an alternative complying fund into which the contributions shall be paid.

FOR EMPLOYEES SPECIFIED IN DIVISION D AND E OF PART III - WAGES AND RELATED MATTERS, CLAUSE 2 – WAGE RATES

(a) Contribution

An employer shall make a contribution equivalent to three per cent of ordinary time earnings into an approved superannuation fund in respect of all eligible employees as from 28 August 1989. Such earnings shall exclude overtime and allowances in the nature of a reimbursement (such as meal money).

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) Casual and Part-Time Employees

In the case of eligible casual and part-time employees, contributions shall be made where the employee works at least 38 hours per month averaged over a fund billing statement month.

(c) Definitions

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

'Eligible employee' shall mean an employee whether weekly, part-time or casual, who has had at least three months continuous service with an employer subject to this award.

PROVIDED that in the case of an employee who has so qualified with one employer, that employee shall not be required to serve the qualifying period with any subsequent employer subject to this award.

(d) Fund

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

(e) Exemption

An employer may seek exemption from making contributions into the nominated approved fund in the following circumstances:

- (i) where employees subject to this award represent a minority of the total employees and contributions are already being made into an approved fund in respect of the majority of employees in any one establishment; or

- (ii) where the fund subject to the exemption application is an approved fund which was established prior to 1 April 1989 and Occupational Superannuation contributions equivalent to three per cent of ordinary time earnings were being paid on behalf of all employees in the establishment covered by this award prior to 1 April 1989 and have continued to be paid since that date; or
- (iii) where an employer can demonstrate a special and compelling circumstance to justify the use of an approved fund other than the nominated approved fund.

(f) Procedure for Seeking Exemption

An employer seeking exemption shall:

- (i) Make application to the Tasmanian Industrial Commission seeking the exemption.
- (ii) Applications shall contain the following information:
 - (1) name of fund;
 - (2) evidence of compliance with Commonwealth Operational Standards;
 - (3) summary of structure and benefits;
 - (4) level of administration charge;
 - (5) any other relevant information.
- (iii) Any application shall in the first instance be considered by the union(s) party to the award which in each case have constitutional coverage for the class of employee affected.
- (iv) Such matter shall be heard and determined by the Tasmanian Industrial Commission. In such circumstances and in accordance with Section 28 of the Act, the employer concerned may be represented in person, by an agent (other than a legal practitioner) or by a registered employer organisation.
- (v) An employer may choose to forego consideration of his application by the union(s) and have the matter determined in the first instance by the Tasmanian Industrial Commission.
- (vi) An employer who commences a new business after 28 August 1989 may make application for exemption in accordance with subclause (e) of this clause. Such application shall be made within one month of the commencement of operation of the new business. However, this provision shall not apply to a business which has been transmitted or was a subsidiary of a business subject to this award as at 28 August 1989.

- (g) Notwithstanding anything elsewhere contained in this clause, an employee who belongs to the religious fellowship known as Brethren and who holds a certificate issued by the Registrar pursuant to Section 32(9) of the Act may nominate an alternative complying fund into which the contributions shall be paid.

PART IV – ALLOWANCES

1. MEAL MONEY

- (a) An employee who has worked six hours or more during ordinary time and who is required to work overtime for more than one and a half hours shall be either supplied with an adequate meal by the employer or be paid \$14.60 meal money.
- (b) Any dispute as to what constitutes an adequate meal shall be referred to and decided by the Tasmanian Industrial Commission.
- (c) The payment prescribed in subclause (a) shall be made on the day on which the overtime is worked.

2. TEA MONEY

- (a) An employee required to work overtime for more than one and a half hours shall either be supplied with an adequate meal by the employer or be paid \$14.60 meal money.
- (b) Any dispute as to what constitutes an adequate meal shall be referred to and decided by the Tasmanian Industrial Commission.

PART V – HOURS OF WORK, PENALTY PAYMENTS AND OVERTIME

1. HOURS OF WORK

FOR EMPLOYEES SPECIFIED IN DIVISIONS A, B, C, F, G AND H OF PART III - WAGES AND RELATED MATTERS, CLAUSE 2 – WAGE RATES

- (a) The ordinary hours of work shall be an average of 38 per week to be worked on one of the following bases:
- (i) seven hours 36 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 19 days with an accumulated rostered day off; or
 - (v) eight hours per day with an accumulation of rostered days off up to a maximum of 12 days.

The taking of accrued rostered days off shall be as mutually agreed between the employee and employer. In the absence of agreement the employer shall be required to provide two weeks notice to the employee.

- (b) Subject to Part V - Hours of Work, Penalty Payments and Overtime, Clause 6 - Shorter Working Week - Saving, the ordinary hours shall be worked over five days of consecutive hours (excluding meal breaks) between the hours of 7.00am and 6.00pm Monday to Friday inclusive.
- (c) The hours of work prescribed by this clause shall, excepting for a meal break of not less than 30 minutes nor more than 60 minutes, be continuous on each day. Such meal break shall be taken between the hours of 11.00am and 3.00pm.

In circumstances whereby a second meal break is required on any one day, such break shall not be less than 30 minutes.

- (d) Except where overtime is worked for a period not exceeding one hour after normal finishing time, no employee shall work for more than five hours without a break of not less than 30 minutes for a meal.

PROVIDED that where exceptional circumstances arise in operational requirements the period before meal breaks may be extended to six hours.

- (e) An employee working on production called upon to work during the meal break shall be paid at the rate of double time for the time so worked and such payment shall be continued until an employee has been relieved for a meal. By agreement

between the employer and the employee any time off in lieu at the penalty equivalent may be taken.

- (f) In circumstances whereby a system of Rostered Leisure Days (RLD's) applies, an employer with the agreement of the employee may in an emergency situation substitute the day an employee is to take off for another day.
- (g) Employees other than those specified in Divisions D and E of Part III - Wages and Related Matters, Clause 2 – Wage Rates of this award shall, notwithstanding anything contained in Section 49 of the *Industrial Relations Act 1984*, be paid the weekly wage prescribed for a week of 38 hours for each week that they are ready, willing and available for work during the hours prescribed herein and, in addition thereto, such overtime or other penalty rates, if any, that may have occurred during the relevant period.

FOR EMPLOYEES SPECIFIED IN DIVISION D OF PART III - WAGES AND RELATED MATTERS, CLAUSE 2 – WAGE RATES

- (a) The ordinary hours of work shall be an average of 38 per week to be worked on one of the following bases:

Notwithstanding the foregoing, by agreement between an employer and employee, up to 10 hours may be worked on any day at ordinary time.

- (i) seven hours 36 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 19 days with an accumulated rostered day off; or
- (v) eight hours per day with an accumulation of rostered days off up to a maximum of 12 days.

The taking of accrued rostered days off shall be as mutually agreed between the employee and employer. in the absence of agreement the employer shall be required to provide two weeks notice to the employee.

- (b) Subject to Part V - Hours of Work, Penalty Payments and Overtime, Clause 6 - Shorter Working Week - Saving, the ordinary hours shall be worked over five days of consecutive hours (excluding meal breaks) between the hours of 7.00am and 6.00pm Monday to Friday inclusive.
- (c) The hours of work prescribed by this clause shall, excepting for a meal break of not less than 30 minutes nor more than 60 minutes, be continuous on each day. Such meal break shall be taken between the hours of 11.00am and 3.00pm.

In circumstances whereby a second meal break is required on any one day, such break shall not be less than 30 minutes.

- (d) Except where overtime is worked for a period not exceeding one hour after normal finishing time, no employee shall work for more than five hours without a break of not less than 30 minutes for a meal.
- (e) In circumstances whereby a system of Rostered Leisure Days (RLD's) applies, an employer with the agreement of the employee may in an emergency situation substitute the day an employee is to take off for another day.

PROVIDED that such agreement will not be unreasonably withheld.

- (f) Employees other than those engaged as provided for Part V - Hours of Work, Penalty Payments and Overtime, Clause 6 - Shorter Working Week - Saving hereof, shall notwithstanding anything contained in Section 49 of the *Industrial Relations Act 1984*, be paid the weekly wage prescribed for a week of 38 hours for each week that the employee is ready, willing and available for work during the hours prescribed herein and, in addition thereto, such overtime or other penalty rates, if any, that may have occurred during the relevant period.

FOR EMPLOYEES SPECIFIED IN DIVISION E OF PART III - WAGES AND RELATED MATTERS, CLAUSE 2 – WAGE RATES

- (a) The ordinary hours of work shall be an average of 38 per week to be worked on one of the following bases:
 - (i) seven hours 36 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 19 days with an accumulated rostered day off; or
 - (v) eight hours per day with an accumulation of rostered days off up to a maximum of 12 days.

The taking of accrued rostered days off shall be as mutually agreed between the employee and employer. in the absence of agreement the employer shall be required to provide two weeks notice to the employee.

- (b) Subject to Part V - Hours of Work, Penalty Payments and Overtime, Clause 6 - Shorter Working Week - Saving, the ordinary hours shall be worked over five days of consecutive hours (excluding meal breaks) between the hours of 7.00am and 6.00pm Monday to Friday inclusive.

- (c) The hours of work prescribed by this clause shall, excepting for a meal break of not less than 30 minutes nor more than 60 minutes, be continuous on each day. Such meal break shall be taken between the hours of 11.00am and 3.00pm.

In circumstances whereby a second meal break is required on any one day, such break shall not be less than 30 minutes.

- (d) Except where overtime is worked for a period not exceeding one hour after normal finishing time, no employee shall work for more than five hours without a break of not less than 30 minutes for a meal.
- (e) In circumstances whereby a system of Rostered Leisure Days (RLD's) applies, an employer with the agreement of the employee may in an emergency situation substitute the day an employee is to take off for another day.

PROVIDED that such agreement will not be unreasonably withheld.

- (f) Employees other than those engaged as provided for in Part V - Hours of Work, Penalty Payments and Overtime. Clause 6 - Shorter Working Week - Saving hereof, shall notwithstanding anything contained in Section 49 of the *Industrial Relations Act 1984*, be paid the weekly wage prescribed for a week of 38 hours for each week that he is ready, willing and available for work during the hours prescribed herein and, in addition thereto, such overtime or other penalty rates, if any, that may have occurred during the relevant period.

2. OVERTIME

- (a) All time worked by an employee before his or her starting or after his or her finishing time shall be paid for at the rate of time and a half for the first two hours and double time thereafter.
- (b) In computing overtime, each day's work shall stand alone.
- (c) For the purpose of determining the appropriate hourly rate for overtime purposes, the appropriate weekly rates shall be divided by 38.
- (d) Junior workers and apprentices under the age of 18 years shall not be required to work overtime unless he or she so desires.
- (e) 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. Alternatively, time off equivalent to the period of overtime worked may be taken in which case the employee shall be paid the appropriate penalties for such overtime work less the single item component for time taken in lieu of payment.

- (f) For the purpose of determining overtime entitlements of an employee, any employee who works 10 minutes or more past the time period fixed for ceasing work shall be paid overtime at the appropriate rate for all time worked after the time fixed for ceasing work.

PROVIDED this subclause shall not be used to obtain unpaid work from employees on a regular basis.

3. REST PERIODS

FOR EMPLOYEES SPECIFIED IN DIVISIONS A, B, C, F, G AND H OF PART III - WAGES AND RELATED MATTERS, CLAUSE 2 – WAGE RATES

- (a) All employees shall be allowed a morning and afternoon rest period of five minutes at a time to be mutually arranged between the employer and employees.
- (b) Facilities for making tea and/or coffee shall be provided by the employer for employees at the commencement of rest periods and meal hours.

FOR EMPLOYEES SPECIFIED IN DIVISIONS D AND E OF PART III - WAGES AND RELATED MATTERS, CLAUSE 2 – WAGE RATES

- (a) Employees who work for four hours or more on any day shall be granted one 10 minute rest period.

PROVIDED that no rest period shall apply on Saturday morning.

If the work period includes a meal break, the rest period is to be granted in that portion of the work period which is the greater or where such work periods are of equal duration, the rest period of 10 minutes shall be given at a time to be mutually agreed upon.

PROVIDED FURTHER that employees who work for six hours or more on any day shall be granted two 10 minute rest periods, one during the period of work before and one during the period of work after the meal break. All rest periods shall be counted as time worked.

- (b) Facilities for making tea and/or coffee shall be provided by the employer for employees at the commencement of rest periods and meal hours.

4. SATURDAY WORK

FOR EMPLOYEES SPECIFIED IN DIVISIONS A, B, C, F, G AND H OF PART III - WAGES AND RELATED MATTERS, CLAUSE 2 – WAGE RATES

For all time worked on a Saturday, payment shall be made as follows:

- (a) Where the employer's business premises are regularly open for normal business and require manning on Saturday, payment shall be made at the rate of double time with a minimum payment as for three hours worked.
- (b) Where the employer's business premises are not open for normal business, payment shall be made at the rate of one and one half times the ordinary rate for the first two hours and double time thereafter.

FOR EMPLOYEES SPECIFIED IN DIVISIONS D AND E OF PART III - WAGES AND RELATED MATTERS, CLAUSE 2 – WAGE RATES

For all time worked on a Saturday, payment shall be made as follows:

- (a) Where the employer's business premises are regularly open for normal business and require manning on Saturday, payment shall be made at the rate of double time.
- (b) Where the employer's business premises are not open for normal business, payment shall be made at the rate of one and one half times the ordinary rate for the first two hours and double time thereafter.
- (c) Subject to Part V - Hours of Work, Penalty Payments and Overtime, Clause 6 - Shorter Working Week - Saving, employees working on Saturday morning shall receive a minimum payment as for two hours worked.

5. SUNDAY WORK

For all time of duty on a Sunday payment shall be made at the rate of double time with a minimum payment as for four hours worked.

6. SHORTER WORKING WEEK – SAVING

FOR EMPLOYEES SPECIFIED IN DIVISIONS D AND E OF PART III - WAGES AND RELATED MATTERS, CLAUSE 2 – WAGE RATES

As a consequence of the introduction of a 38-hour week from the beginning of the first pay period commencing on or after 31 July 1989 the following saving provisions shall apply:

(a) Hours of Work

Employees who, prior to 31 July 1989, had regularly worked in the period 7.00am to 8.00am Monday to Friday, shall continue to receive payment at the rate of time and one half whilst working such hours.

(b) Saturday Work

A minimum period of engagement of two hours shall apply only to employees engaged after 31 July 1989. Employees engaged prior to that date shall receive minimum payments as for three hours worked.

(c) Tea Money

Employees who prior to 30 April 1989 were regularly in receipt of a meal allowance shall continue to receive such allowance whilst continuing to work in a similar work pattern, notwithstanding that there may not be an entitlement under the amended clause.

For the purposes of this subclause, '**regularly**' shall mean an employee who has received a meal allowance on at least four occasions in the three months prior to 30 April 1989.

(d) Settlement of Dispute

Any question arising under this clause which cannot be resolved at establishment level may be referred to the Tasmanian Industrial Commission for resolution.

PART VI – LEAVE AND HOLIDAYS WITH PAY

1. ANNUAL LEAVE

(a) Period of Leave

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

(b) Annual Leave Exclusive of Public Holidays

(i) Subject to this subclause, the annual leave prescribed by this clause shall be exclusive of any of the holidays prescribed by Part VI - Leave and Holidays with Pay, Clause 4 - Holidays with Pay, and if any such holiday falls within an employee's period of annual leave and is observed on a day which, in the case of that employee, would have been an ordinary working day, there shall be added to the period of annual leave, time equivalent to the ordinary time which the employee would have worked if such day had not been a holiday.

(ii) Where a holiday falls as aforesaid and the employee fails without reasonable cause, proof whereof shall be upon the employee to attend for work at the ordinary starting time on the working day immediately following the last day of the period of annual leave the employee shall not be entitled to be paid for any such holiday.

(c) 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 one of the following methods:

(i) in two separate periods, the lesser of which shall be not less than seven consecutive days, i.e. five working days;

(ii) in any combination, provided one period shall be not less than seven consecutive days, i.e. five working days.

(d) Calculation of Continuous Service

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

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

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

(iii) any absence with reasonable cause, proof whereof shall be upon the employee; or

(iv) breaks arising from slackness of work.

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

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

In cases of individual absenteeism, such notice shall be given in writing to the employee concerned, but in cases of concerted or collective absenteeism notice may be given to employees by posting up of a notification in the plant, in the manner in which general notifications to employees are usually made in the plant, and by posting to the unions whose members have participated in such concerted or collective absenteeism a copy of same not later than the day it is posted up in the plant.

The employer may deliver a notice to an individual employee in person or by post (to the employee's last known address) in which case it shall be deemed to have reached the employee in due course of post.

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

(e) Calculation of Service

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

The annual leave shall be allowed at the rate of 2.92 of a week's wage in respect of each completed 38 hours of continuous service.

PROVIDED that for employees specified in Divisions D and E of Part III - Wages and Related Matters, Clause 2 - Wage Rates of this award, annual leave shall be allowed at the rate of 2.92 hours of a week's wage in respect of each completed 38 hours of continuous service.

The period of annual leave to be allowed under this subclause shall be calculated to the nearest day, any broken part of a day in the result not exceeding half a day to be disregarded.

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

(f) Calculation of Month

For the purpose of this clause, a month shall be reckoned as commencing with the beginning of the first day of employment or period of employment in question and as ending at the beginning of the day which in the latest month in question, has the same date number as that which the commencing day had in its month and if there be no such day in such subsequent month shall be reckoned as ending at the end of such subsequent month.

(g) Leave to be Taken

The annual leave provided for by this subclause shall be allowed and shall be taken.

(h) Payment in Lieu Prohibited

Except as provided in subclause (l) - Proportionate Leave on Termination of Service of this clause, payment shall not be made or accepted in lieu of annual leave.

(i) Time of Taking Leave

Annual leave shall be given within 12 months of the date the leave has accrued, at a time or times mutually agreed between the employer and employee.

In the event that mutual agreement cannot be reached, annual leave shall be given at a time fixed by the employer within a period not exceeding, in the case of an employee taking the leave in one period, six months or in the case of an employee taking the leave in two or three periods, nine months from the date when the right to annual leave accrued and after not less than two months notice to the employee.

(j) 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 qualifying period of 12 months not served by the employee, deduct from whatever remuneration is payable upon the termination of the employment one-twelfth of the amount of wage paid on account of the annual leave which amount shall not include any sums paid for any of the holidays prescribed by Part VI - Leave and Holidays with Pay, Clause 4 - Holidays with Pay, of this award.

(k) Payment for Period of Leave

Each employee before going on leave shall be paid the amount of wage the employee would have received in respect of the ordinary time which the employee would have worked had the employee not been on leave during the relevant period.

(l) Proportionate Leave on Termination of Service

If after one week's continuous service in any qualifying 12 monthly period an employee lawfully leaves his or her employment, or his or her employment is terminated by the employer the employee shall be paid at the ordinary rate of wage as follows:

four forty-eighths of a week's wages in respect of each completed 40 hours of continuous service.

PROVIDED that for employees specified in Divisions D and E of Part III - Wages and Related Matters, Clause 2 – Wage Rates, 2.92 hours of a week's wage in respect of each completed 38 hours of continuous service shall apply.

(m) Annual Close Down

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

- (i) The employer may, by giving not less than one month's notice of the intention so to do, stand off for the duration of the close down all employees in the plant or section or sections concerned, and allow to those who are not then qualified for four full weeks' leave, paid leave on a proportionate basis for 2.92 of the ordinary time during the period of continuous service computed at the employee's ordinary rate of pay at the commencement of the leave, provided that at least one month's such service has been given.

PROVIDED that for employees specified Divisions D and E of Part III - Wages and Related Matters, Clause 2 – Wage Rates the following shall apply:

The employer may, by giving not less than one month's notice of the intention to do so, stand off for the duration of the close down all employees in the plant or section or sections concerned, and allow to those who are not then

qualified for four full weeks' leave, paid leave on a proportionate basis for 2.92 hours of the ordinary time during the period of continuous service computed at the employee's ordinary rate of pay at the commencement of the leave, provided that at least one month's such service has been given.

- (ii) An employee, who has then qualified for four full weeks' leave, and has also completed a further month or more of continuous service shall be allowed annual leave, and shall, subject to subclause (k) - Payment for Period of Leave, of this clause, also be paid for 2.92 of the ordinary time during the period of the employee's continuous service performed since the close of the last 12 monthly qualifying period.

PROVIDED that for employees specified in Divisions D and E of Part III - Wages and Related Matters, Clause 2 – Wage Rates the following shall apply:

An employee, who has then qualified for four full weeks' leave, and has also completed a further month or more of continuous service shall be allowed annual leave, and shall, subject to subclause (k) -, Payment for Period of Leave, of this clause also be paid for 2.92 hours of the ordinary time during the period of the employee's continuous service performed since the close of the last 12 monthly qualifying period.

- (iii) The next 12 monthly period for each employee affected by such close down shall commence from the day on which the plant, or section or sections concerned is reopened for work.

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

- (iv) If, in the first year of service with an employer, an employee is allowed proportionate annual leave under paragraph (i) above, and subsequently within such year lawfully leaves his or her employment or his or her employment is terminated by the employer through no fault of the employee, the employee shall be entitled to the benefit of subclause (k) - Payment for Period of Leave of this clause, subject to an adjustment for any proportionate leave which the employee may have been allowed as aforesaid.

2. ANNUAL LEAVE LOADING

FOR EMPLOYEES SPECIFIED IN DIVISIONS A, B, C, F, G AND H OF PART III - WAGES AND RELATED MATTERS, CLAUSE 2 – WAGE RATES, THE FOLLOWING SHALL APPLY:

- (a) All employees before going on leave shall be paid the amount of wages they would have received in respect of the ordinary time which they would have worked had they not been on leave during the relevant period.

- (b) In addition thereto all employees (including part-time employees engaged to work 20 or more hours per week) shall receive a loading of 17½ per cent on payments made for annual leave as prescribed in Part VI - Leave and Holidays with Pay, Clause 1 - Annual Leave, subclause (k), for annual leave falling due. Such loading shall not apply to proportionate leave on termination of service.
- (c) Part-time employees engaged to work less than 20 hours per week for a continuous 12 months period, shall be paid a loading on each anniversary date of their engagement for employment.

Such loading shall be calculated in the following manner:

70 per cent of the average weekly wage for the three months prior to the anniversary date falling due.

this average weekly wage is to exclude the 20 per cent loading paid in lieu of annual leave, sick leave and public holidays.

FOR EMPLOYEES SPECIFIED IN DIVISIONS D AND E OF PART III - WAGES AND RELATED MATTERS, CLAUSE 2 – WAGE RATES THE FOLLOWING SHALL APPLY:

- (a) All employees before going on leave shall be paid the amount of wages they would have received in respect of the ordinary time which they would have worked had they not been on leave during the relevant period.
- (b) In addition thereto all employees (including part-time employees engaged to work 20 or more hours per week) shall receive a loading of 17½ per cent on payments made for annual leave as prescribed in Part VI - Leave and Holidays with Pay, Clause 1 - Annual Leave subclause (k) of this award, for annual leave falling due. Such loading shall not apply to proportionate leave on termination of service.

3. BEREAVEMENT LEAVE

- (a) Paid Leave Entitlement

An employee shall on the death of a wife, husband, father, mother, child, stepchild, brother, sister, mother-in-law, father-in-law, stepmother, stepfather, grandfather, grandmother, be entitled upon application being made to, and approved by the employer, to leave up to and including the day of the funeral of such relative and such leave will be without deduction of pay not exceeding the number of ordinary hours worked by the employee in three ordinary days.

PROVIDED that no payment shall be made in respect of an employee's rostered days off.

Proof of such death, in the form of a death notice or other written evidence, shall be furnished by the employee to the satisfaction of the employer.

PROVIDED FURTHER that this clause shall have no operation while the period of entitlement to leave under it 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.

(b) Unpaid Bereavement Leave

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

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

(i) Subject to the evidentiary requirements in subclause (a), casual employees and employees in receipt of a loading in lieu of paid leave are entitled to not be available to attend work, or to leave work upon the death in Australia of an immediate family or household member.

(ii) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. Casual employees and employees in receipt of a loading in lieu of paid leave are not entitled to any payment for the period of non-attendance.

(iii) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

4. HOLIDAYS WITH PAY

(a) All employees (other than casuals and part-time employees engaged to work less than 20 hours per week) 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, Recreation Day (where Hobart Regatta Day is not observed), Christmas Day and Boxing Day.

'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) An employer may, by agreement with the employee and the union, work that employee on any public holiday prescribed in subclause (a) herein provided an agreed substitute day off is provided at the penalty equivalent.

The substitute day shall, by agreement between the employer and employee, be taken either within 28 days of the entitlement being accrued or as an addition to annual leave.

- (c) Payment for the holidays mentioned in subclause (a) of this clause, which are taken and not worked, shall be at the normal rate of pay which would have applied to the employee concerned, when, if it were not for such holiday, the employee had been at work.
- (d) All work performed on any of the prescribed holidays in subclause (a) of this clause, shall be paid at the rate of double time and one half, with a minimum payment as for four hours worked.

5. PARENTAL LEAVE

Subject to the terms of this clause employees are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child.

- (a) Definitions

For the purposes of this clause:

- (i) **'Child'** means a child of the employee under the age of one year except for adoption of a child where **'child'** means a person under the age of five years who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the parent of the employee or a child who has previously lived continuously with the employee for a period of six month or more.
- (ii) **'Continuous service'** means service under an unbroken contract of employment and includes:
 - (1) any period of leave taken in accordance with this clause;
 - (2) any period of part-time employment worked in accordance with this clause; or
 - (3) any period of leave or absence authorised by the employer or by the award.
- (iii) **'Employee'** includes a part-time employee but does not include an employee engaged upon casual work, unless that work has been under a continuous contract of employment of at least 12 months.

- (iv) **'Female employee'** means an employed female who is pregnant or is caring for a child she has borne or a child who has been placed with her for adoption purposes.
- (v) **'Male employee'** means an employed male who is caring for a child borne of his spouse or a child placed with the employee for adoption purposes.
- (vi) **'Primary care-giver'** means a person who assumes the principal role of providing care and attention to a child.
- (vii) **'Spouse'** includes a de facto or a former spouse.

(b) Entitlement

- (i) After twelve months continuous service, parents are entitled to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child. For mothers, maternity leave provisions apply and for male employees, paternity leave provisions apply. Adoption leave provisions apply in the case of adoption.
- (ii) Subject to subclause (c) (vi), parental leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:
 - (1) for maternity and paternity leave, an unbroken period of up to one week at the time of the birth of the child;
 - (2) for adoption leave, an unbroken period of up to three weeks at the time of placement of the child.
- (iii) Unless otherwise agreed between the employee and the employer, parental leave shall be granted and taken in accordance with the notice given by the employee as specified below.

(c) Maternity Leave

- (i) An employee must provide notice to the employer in advance of the expected date of commencement of parental leave. The notice requirements are:
 - (1) of the expected date of confinement (included in a certificate from a registered medical practitioner stating that the employee is pregnant) – at least 10 weeks;
 - (2) of the date on which the employee proposes to commence maternity leave and the period of leave to be taken – at least 4 weeks.
- (ii) Where the employee gives notice under (d) (i) the employee must also provide a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse, and that for the period of maternity

leave she will not engage in any conduct inconsistent with her contract of employment.

- (iii) An employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date or other compelling circumstances.
- (iv) An employee may commence maternity leave at any time within six weeks immediately prior to the expected date of birth.
- (v) Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, an employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.
- (vi) Special maternity leave
 - (1) Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child, then the employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.
 - (2) Where an employee is suffering from an illness not related to the direct consequences of the confinement, an employee may take any paid personal leave to which she is entitled in lieu of, or in addition to, special maternity leave.
 - (3) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take any paid personal leave to which she is then entitled and such further unpaid special maternity leave as a registered medical, practitioner certifies as necessary before her return to work. The aggregate of paid personal leave, special maternity leave and parental leave, including paternity leave taken by her spouse, may not exceed 52 weeks.
- (vii) Transfer to a safe job
 - (1) Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee will, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.
 - (2) If the transfer to a safe job is not practicable, the employee may elect, or the employer may require the employee to commence parental leave

for such period as is certified necessary by a registered medical practitioner.

(d) Paternity Leave

- (i) A male employee will provide to the employer at least 10 weeks prior to each proposed period of paternity leave:
 - (1) that a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place, and
 - (2) written notification of the proposed dates on which the period of paternity leave will start and finish and
 - (3) a statutory declaration stating:
 - (A) that period of paternity leave will be taken to become the primary care-giver of a child;
 - (B) particulars of any period of maternity leave sought or taken by the mother, and
 - (C) that for the period of paternity leave, the employee will not engage in any conduct inconsistent with their contract of employment.
 - (4) The employee will not be in breach of this subclause if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

(e) Adoption leave

- (i) The employee will notify the employer at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.
- (ii) Before commencing adoption leave, an employee will provide the employer with a statutory declaration stating:
 - (1) the employee is seeking adoption leave to become the primary care-giver of the child;
 - (2) particulars of any period of adoption leave sought or taken by any other person in respect of that child, and

- (3) that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.
 - (iii) An employer may require an employee to provide confirmation from the appropriate government authority of the placement.
 - (iv) Where the placement of a child for adoption with an employee does not proceed or continue, the employee will notify the employer immediately and the employer will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.
 - (v) An employee will not be in breach of this subclause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of an adoptive parent or other compelling circumstances.
 - (vi) An employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The employee and the employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to two days unpaid leave. Where paid leave is available to the employee, the employer may require the employee to take such leave instead.
- (f) Parental leave and other entitlements

An employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks.

(g) Part time work

(i) Entitlement

With the agreement of the employer:

- (1) An employee may work part-time in one or more periods at any time from the date of birth of the child until its second birthday or, in relation to adoption, from the date of placement of the child until the second anniversary of the placement.
- (2) A female employee may work part-time in one or more periods while she is pregnant where part-time employment is, because of the pregnancy, necessary or desirable.

(ii) Effect of Part-time Employment on Continuous Service

Commencement on part-time work under this clause, and return from part-time work to full-time work under this clause, shall not break the continuity of service or employment.

(iii) Pro Rata Entitlements

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

(iv) Transitional Arrangements - Annual Leave

(1) An employee working part-time under this subclause shall be entitled to any leave accrued in respect of a period of full-time employment, as if the employee was still working full-time, in the position held prior to taking leave.

(2) (A) A full-time employee shall be entitled to annual leave accrued in respect of a period of part-time employment under this subclause, as if the employee was working part-time in the position held, immediately before resuming full-time work.

(B) Provided that, by agreement between the employer and the employee, the period over which the leave is taken may be shortened to the extent necessary for the employee to receive pay at the employee's current full-time rate.

(v) Transitional Arrangements - Personal Leave

An employee working part-time under this subclause shall have personal leave entitlements which have accrued under this award (including any entitlements accrued in respect of previous full-time employment) converted into hours. When this entitlement is used, whether as a part-time employee or as a full-time employee, it shall be debited for the ordinary hours that the employee would have worked during the period of absence.

(vi) Part-time Work Agreement

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

(A) that the employee may work part-time;

(B) upon the hours to be worked by the employee, the days upon which they will be worked and commencing times for the work;

(C) upon the classification applying to the work to be performed; and

(D) upon the period of part-time employment.

- (2) The terms of this agreement may be varied by consent.
- (3) The terms of this agreement or any variation to it shall be reduced to writing and retained by the employer. A copy of the agreement and any variation to it shall be provided to the employee by the employer.
- (4) The terms of this agreement shall apply to the part-time employment.

(vii) Termination of Employment

- (1) The employment of a part-time employee under this clause, may be terminated in accordance with the provisions of this award but may not be terminated by the employer because the employee has exercised or proposes to exercise any rights arising under this clause or has enjoyed or proposes to enjoy any benefits arising under this clause.
- (2) Any termination entitlements payable to an employee whose employment is terminated while working part-time under this clause, or while working full-time after transferring from part-time work under this clause, shall be calculated by reference to the full-time rate of pay at the time of termination and by regarding all service as a full-time employee as qualifying for a termination entitlement based on the period of full-time employment and all service as a part-time employee on a pro rata basis.

(viii) Extension of Hours of Work

An employer may request, but not require, an employee working part-time under this clause to work outside or in excess of the employee's ordinary hours of duty provided for in accordance with paragraph (vi).

(ix) Nature of Part-time Work

The work to be performed part-time need not be the work performed by the employee in his or her former position but shall be work otherwise performed under this award.

(x) Inconsistent Award Provisions

An employee may work part-time under this clause notwithstanding any other provisions of this award which limits or restricts the circumstances in which part-time employment may be worked or the terms upon which it may be worked including provisions:

- (1) limiting the number of employees who may work part-time;

- (2) establishing quotas as to the ratio of part-time to full-time employees;
- (3) prescribing a minimum or maximum number of hours a part-time employee may work; or
- (4) requiring consultation with, consent of or monitoring by a union;

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

(h) Replacement Employees

- (i) A replacement employee is an employee specifically engaged as a result of an employee proceeding on parental leave or working part time in accordance with this clause.
- (ii) A replacement employee may be employed part-time. The provisions of this subclause in relation to annual leave and personal leave apply to the part-time employment of replacement employees.
- (iii) Before an employer engages a replacement employee under this paragraph, the employer shall inform the person of the temporary nature of the employment and of the rights of the employee who is being replaced. Specifically, the employer must advise that the period of engagement is subject to variation or change in the event that the employee on leave exercises the right to vary the period of leave.
- (iv) Unbroken service as a replacement employee shall be treated as continuous service.
- (v) Nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.

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

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

- (i) An employee will give at least four weeks' notice prior of their intention to return to work after a period of parental leave or part time work in accordance with this clause.
- (ii) An employee will be entitled to the position which they held immediately before proceeding on parental leave or part time work. In the case of an employee transferred to a safe job pursuant to subclause (c)(vii) of this clause, the employee will be entitled to return to the position they held immediately before such transfer.

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

By mutual agreement between the employee and the employer, the period of leave may be further extended.

(j) Redundancy

- (i) If a position held by an employee prior to taking parental leave is likely to be made redundant before the employee returns to work, the employer must advise the employee of the impending redundancy, provide an opportunity for consultation and shall not disadvantage the employee by virtue of the taking of parental leave.
- (ii) Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

(k) Right To Request Variation To Parental Leave Provision

- (i) An employee entitled to parental leave pursuant to the provisions of this clause may request the employer to allow the employee:
 - (1) to extend the period of simultaneous unpaid parental leave up to a maximum of eight weeks;
 - (2) to extend the period of unpaid parental leave by a further continuous period of leave not exceeding 12 months;
 - (3) to return from a period of parental leave on a part-time basis until the child reaches school age,

to assist the employee in reconciling work and parental responsibilities.

- (ii) The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

(l) Communication During Parental Leave

- (i) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:
 - (1) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
 - (2) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
- (ii) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
- (iii) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with subparagraph (l)(i)(1).

6. PERSONAL LEAVE

The provisions of this clause apply to an employee, other than one engaged as a casual or part-time employee in receipt of a loading in lieu of an entitlement to paid leave. The entitlements of casual employees and employees in receipt of a loading in lieu of an entitlement to paid leave are set out in subclause (i) – Casual Employees and Employees in Receipt of a Loading in lieu of Paid Leave – Caring Responsibilities.

(a) Definitions

The term '**immediate family**' includes:

- (i) spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse means a person of the opposite sex to the employee who lives with the employee as his or her husband or wife on a bona fide domestic basis; and
- (ii) child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

(b) Amount of Paid Personal Leave

- (i) Paid personal leave is available to an employee, when they are absent:

- (1) due to personal illness or injury; or
 - (2) for the purposes of caring for an immediate family or household member who is sick and requires the employee's care and support or who requires care due to an unexpected emergency.
- (ii) An employee, other than one engaged as a casual or a part-time employee mentioned in Part II – Employment Relationship and Associated Matters, Clause 2 - Employment Categories, subclause (c) of this award who is absent from work on account of personal illness or on account of injury by accident, shall be entitled to leave of absence without deduction of pay.
 - (iii) The employee shall not be entitled in any year to personal leave credit in excess of seventy six hours of ordinary working time.

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

- (iv) Personal leave shall accumulate from year to year so that any balance of the period specified in paragraph (a)(iv) of this clause which has in any year not been allowed to an employee by an employer as paid personal leave shall be credited to the employee and, subject to the conditions hereinbefore prescribed shall be allowed by that employer in a subsequent year without diminution of the personal leave prescribed in respect of that year.
- (v) An employer shall not be required to make any payment in respect of accumulated personal leave credits to an employee who is discharged or leaves his or her employment, or for any time an employee is absent from work without producing satisfactory evidence of personal illness.
- (vi) Any personal leave accumulation standing to the credit of an employee as at 31 July 1989 shall be adjusted in the ratio of 38:40.

(c) Personal Leave for Personal Injury or Sickness

An employee is entitled to use the full amount of their personal leave entitlement including accrued leave for the purposes of personal illness or injury, subject to the conditions set out in this clause.

(d) Personal Leave to Care for an Immediate Family or Household Member

- (i) An employee is entitled to use up to 10 days personal leave, including accrued leave, each year to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency, subject to the conditions set out in this clause.

Leave may be taken for part of a single day.

- (ii) By agreement between an employer and an individual employee, the employee may access an additional amount of their accrued personal leave for the purposes set out in paragraph (d)(i), beyond the limit set out in paragraph (d)(i). In such circumstances, the employer and the employee shall agree upon the additional amount that may be accessed.

(e) Employee Must Give Notice

The employee shall, as soon as possible and where practicable within one hour of the commencement of the employee's normal working day, inform the employer of the inability to attend for work, and as far as may be practicable, state the nature of the illness or injury and the estimated duration of the absence

(f) Evidence Supporting Claim

- (i) The employee shall prove to the satisfaction of the employer (or in the event of a dispute, the Tasmanian Industrial Commission), that he or she was unable on account of such illness or injury to attend for work on the day or days for which the personal leave is claimed.
- (ii) When taking leave to care for members of their immediate family or household who require care due to an unexpected emergency, the employee must, if required by the employer, establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

(g) Personal Leave and Workers' Compensation

The employee shall not be entitled to such leave of absence for any period in respect of which the employee is entitled to workers' compensation.

(h) Unpaid Personal Leave

Where an employee has exhausted all paid personal leave entitlements, they are entitled to take unpaid personal leave to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency. The employer and the employee shall agree on the period. In the absence of agreement, the employee is entitled to take up to two days (up to a maximum of 16 hours) per occasion, provided the requirements of subclauses (e) and (f) are met.

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

- (i) Subject to the evidentiary and notice requirements in subclauses (e) and (f), casual employees and employees in receipt of a loading in lieu of paid leave, are entitled to not be available to attend work, or to leave work if they need

to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.

- (ii) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. Casual employees and employees in receipt of a loading in lieu of paid leave are not entitled to any payment for the period of non-attendance.
- (iii) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

PART VII – CONSULTATION AND DISPUTE RESOLUTION

1. DISPUTE RESOLUTION

In the event of any dispute the following procedures shall be observed:

- (a) The matter shall, in the first instance, be discussed at 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 an 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 issue, have regard to the spirit as well as the letter of the agreement.

2. STRUCTURAL EFFICIENCY

- (a) The parties to this award are committed to co-operating positively to increase the efficiency and productivity of enterprises and to enhance the career opportunities and job security of employees subject to the award.
- (b) Consistent with the objectives of subclause (a) herein, employers, employees and the union shall establish consultative mechanisms and procedures appropriate to the size, structure and needs of the enterprise.
- (c) An employer may direct an employee to carry out such duties as are within the limit of the 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.

PART VIII – OCCUPATIONAL HEALTH AND SAFETY, TOOLS AND AMENITIES

1. FIRST AID OUTFIT

Every employer shall provide in each shop or workroom a suitable first aid outfit for the use of employees.

2. TOOLS

- (a) The employer shall provide all needles, and findings, grindery, tools for finishers, viz., feather knives, fudge wheels, ordinary top irons, waist heels, and brushes (paint and ink), workshops and light, and all colours and material used in connection with the trade.
- (b) The employer shall provide the following tools, viz., Clicking knives, scissors for employees who are required to use them, and the employer shall at no cost to the employee, keep the scissors properly ground.
- (c) Notwithstanding anything herein contained, employers shall provide apprentices with all necessary tools.

PART IX – AWARD COMPLIANCE AND UNION RELATED MATTERS

1. STEWARDS

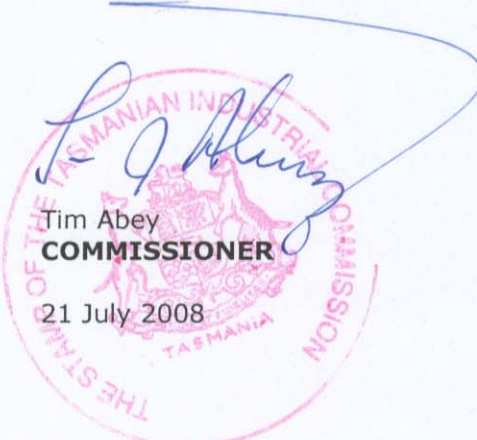
An employee appointed steward in the shop, office or department in which the employee is employed shall, upon notification thereof to the employer, be recognised as the accredited representative of the union to which the employee belongs and be allowed the necessary time during working hours to interview the employer or the employer's representative on matters affecting employees whom the steward represents provided that if the steward so requests it, he or she may be accompanied at such interview by another employee and/or by a union official.

2. TIME AND WAGES BOOK

- (a) Each employer shall keep a time and wages book or record, showing the name of each employee, the employee's occupation, the hours worked each day, and the wages and allowances paid each week.
- (b) The time occupied by an employee filling in time book or cards or in the making of records other than checking in or out at the beginning or end of duty shall be treated as time of duty.
- (c) The time and wages book or records, shall be open for inspection by a duly accredited permanent official of the union during the usual office hours at the employer's office or other convenient place.

An inspection by such an official as aforesaid shall not be demanded unless the secretary of the union or the district secretary of the union, or organiser of any branch of the union suspects that a breach of this award has been or is being committed. Not more than one demand for such inspection shall be made in any one fortnight at the same establishment.

The official making such inspection shall be entitled to make and retain a copy of entries in a time and wages book or record relating to the suspected breach of this award.



Tim Abey
COMMISSIONER
21 July 2008

THE TASMANIAN INDUSTRIAL COMMISSION
TASMANIA