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**TASMANIAN INDUSTRIAL COMMISSION**

Industrial Relations Act 1984  
s.23 application for award or variation of award

**National Union of Workers  
Tasmanian Branch**  
(T.2687 of 1990 and T.3225 of 1991)

**Minister for Employment, Industrial Relations and Training**  
(T.3201 of 1991)

**FIBREGLASS AND PLASTICS AWARD**

COMMISSIONER R J WATLING

11 October 1991

Wage rates - Work related allowances - State Wage Case August 1991 - 2.5% increase -  
On costs - superannuation - part-time employment - granted - Observance of Recreation  
Day Holiday

**ORDER -**

**No. 3 of 1991  
Consolidated)**

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

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## **1. TITLE**

This award shall be known as the "Fibreglass and Plastics Award".

## **2. SCOPE**

This award is established in respect of the industry of processing or manufacturing fibreglass and plastic articles other than plastic articles subject to the Leather, Canvas and Sheet Plastic Fabrication Award).

## **3. ARRANGEMENT**

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

This award shall come into operation as from the beginning of the first full pay period commencing on or after 16 September 1991.

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

#### **5. SUPERSESION AND SAVINGS**

This award incorporates and supersedes No. 2 of 1990 (Consolidated) and Nos. 1 and 2 of 1991.

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

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

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

- (a) all employers (whether members of a Registered Organisation or not) who are engaged in the industry specified in Clause 2 - Scope;
- (b) all employees (whether members of a Registered Organisation or not) for whom classifications appear in this award and who are engaged in the industry specified in Clause 2 - Scope;
- (c) the following organisations of employees in respect of whom award interest has been determined:-
  - (i) The Federated Miscellaneous Workers Union of Australia, Tasmanian Branch and the Officers of that organisation and their members employed in the industry specified in Clause 2 - Scope;
  - (ii) The National Union of Workers, Tasmanian Branch and the Officers of that organisation and their members employed in the industry specified in Clause 2 - Scope;
- (d) the following organisations of employers in respect of whom award interest has been determined:-
  - (i) the Tasmanian Confederation of Industries.

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## **7. DEFINITIONS**

### **Classifications:**

#### **MANUFACTURING/PRODUCTION EMPLOYEE LEVEL 1 (% Wage relativity to Tradesperson Level 1 after Minimum Rate and Broadbanding Adjustment - 78%)**

Undertaking up to 38 hours induction training which may include information on the enterprise, conditions of employment, introduction to supervisors and fellow workers, training and career path opportunities, plant layout, work, equal employment opportunity and quality control/assurance.

An employee at this level performs routine duties essentially of a manual nature and to the level of their training:

1. Performs routine duties associated with the relevant manufacturing process including labouring and cleaning duties;
2. Exercises minimal judgement;
3. Workers under direct supervision in the following functions:-
  - \* housekeeping duties;
  - \* assisting machine operators;
  - \* perform basic test functions;
  - \* operate hand operated transport and lifting devices;
  - \* uses selected hand tools; or
  - \* maintains simple records.
4. Is undertaking structured training so as to enable them to work at the Manufacturing/Production Employee Level 2 (as defined) level.

### **Promotional Criteria:**

An employee remains at this level until they are capable of effectively performing through assessment or appropriate certification the tasks required of this function so as to enable them to progress to the next level.

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**MANUFACTURING/PRODUCTION EMPLOYEE LEVEL 2  
(% Wage relativity to Tradesperson Level 1 after Minimum Rate and  
Broadbanding Adjustments - 82%)**

An employee who has completed up to three months structured training so as to enable the employee to perform work within the scope of this level.

An employee at this level performs work above and beyond the skills of an employee at Manufacturing/Production Employee Level 1 (as defined) level or has completed an Australian Traineeship System traineeship.

1. Works under direct supervision either individually or in a team environment.
2. Understands and undertakes basic quality control/assurance procedures including the ability to recognise basic quality deviation/faults.

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

- \* Repetition work on automatic, semi-automatic or single purpose machines or equipment;
- \* Assembles components using basic written spoken and/or diagrammatic instructions in an assembly environment;
- \* ability to measure accurately using gauges and meters;
- \* maintains records;
- \* operate slitting and/or cutting machine;
- \* operate machinery that requires basic set up skills;
- \* operate automatic and manual press machines;
- \* assistant laminator.

**Promotional Criteria:**

An employee remains at this level until they are capable of effectively performing through assessment or appropriate certification the tasks required of this function so as to enable them to progress to the next level as a position becomes available.

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**MANUFACTURING/PRODUCTION EMPLOYEE LEVEL 3  
(% Wage relativity to Tradesperson Level 1 after Minimum Rate and  
Broadbanding Adjustments - 87.4%)**

An employee at this level performs work above and beyond the skills of an employee at Manufacturing/Production Employee Level 2 (as defined) and to the level of their training for this level including appropriate certification.

1. Is responsible for the quality of their own work subject to routine supervision.
2. Works under routine supervision either individually or in a team environment.
3. Exercises discretion within their level of skills and training.

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

- \* operates with flexibility between assembly/process stations;
- \* operates machinery and equipment requiring the exercise of skill, knowledge and discretion beyond that of an employee at level Manufacturing/Production Level 2 (as defined);
- \* basic tracing and sketching skills;
- \* receiving, despatching, distributing, sorting, checking, packing (other than repetitive packing in a standard container or containers in which such goods are ordinarily sold), documenting and recording of goods, materials and components;
- \* basic inventory control in the context of a production process;
- \* basic keyboard skills;
- \* operation of mobile equipment including forklifts, hand trolley, pallet trucks overhead cranes;
- \* ability to measure accurately using gauges and meters;
- \* maintains records;
- \* operates mixing and milling machines that duties require set up and operating skills.
- \* cleaning duties involving fuse removal, use of chemicals, sewing the premises.

**Promotional Criteria:**

An employee remains at this level until they are capable of effectively performing through assessment or appropriate certification the tasks required of this function so as to enable them to progress to the next level as a position becomes available.

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**MANUFACTURING/PRODUCTION EMPLOYEE LEVEL 4  
(% Wage relativity to Tradesperson Level 1 after Minimum Rate and  
Broadbanding adjustments - 92.4%)**

An employee at this level performs work above and beyond the skills of an employee at Manufacturing/Production Employee Level 3 (as defined) to the level of their training for this level including appropriate certification.

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

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

- \* uses precision measuring instruments;
- \* maintains records;
- \* machine setting, die setting, loading and operation;
- \* inventory and store control including:
  - licensed operation of all appropriate materials handling equipment;
  - use of tools and equipment within the scope (basic non- trades) maintenance;
  - computer operation at a level higher than that of an employee at Manufacturing/Production Employee Level 3 (as defined) level;
- \* intermediate keyboard skills;
- \* basic engineering and fault finding skills;
- \* performs basic quality checks on the work of others;
- \* licensed and certified for forklift and crane driving operations to a level higher than Manufacturing/Production Employee Level 3 (as defined) level;
- \* has a knowledge of the employers' operation as it relates to production process;
- \* may perform quality control; inspections;

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- \* operators of calendar, multi-headed extruders, mixing and milling machines that duties require significant set up and operating skills.

**Promotional Criteria:**

An employee remains at this level until they are capable of effectively performing through assessment or appropriate certification the tasks required of this function so as to enable them to progress to the next level as a position becomes available.

**MANUFACTURING/PRODUCTION EMPLOYEE LEVEL 5  
(% Wage relativity to Tradesperson Level 1 after Minimum Rate and Broadbanding adjustments - 97%)**

An employee at this level performs work above and beyond the skills of an employee at Manufacturing/Production Employee Level 4 (as defined) level and to their training for this level including appropriate certification.

1. Able to work from complex instructions and procedures.
2. Able to co-ordinate work in a team environment under general supervision.
3. Assists in the provision of on-the-job training.
4. Responsible for checking quality of their own work.
5. Exercise discretion within the scope of this grade.
6. Exercise keyboard skills a level higher than Manufacturing/Productions Employee Level 4 (as defined).
7. Performs work under general supervision either individually or in a team environment.

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

- \* approved and passes first off sample and maintains quality of product;
- \* works from production drawings, prints or plants;
- \* uses precision measuring instruments;
- \* complex machine and die setting, loading, testing and operation;
- \* operate all lifting equipment;
- \* operates, sets up and adjusts all production machinery in a plant including production process welding to the extent of training;

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- \* inventory of store control including:
  - licensed operation of all appropriate materials handling equipment;
  - use of tools and equipment within the scope (basic non- trades) maintenance;
  - computer operation at a level higher than that of an employee at Manufacturing/Production Employee Level 4 (as defined) level;
- \* intermediate keyboard skills;
- \* basic engineering and fault finding skills;
- \* licensed and certified for forklift and crane driving operations to a level higher than Manufacturing/Production Employee Level 4 (as defined) level;
- \* has a knowledge of the employer's operation as it relates to production process;
- \* supervise, perform and implement quality control functions;
- \* supervise and perform operations on calendar, mixing and milling machines;
- \* maintains records.

**Promotional Criteria:**

An employee remains at this level until they are capable of effectively performing through assessment or appropriate certification the task required of this functions so as to enable them to progress to the next level as a position becomes available.

**MANUFACTURING/PRODUCTION EMPLOYEE LEVEL 6  
(% Wage relativity to Tradesperson Level 1 after Minimum Rate and Broadbanding adjustments - 100%)**

An employee at this level performs work above and beyond the skills of an employee at Manufacturing/Production Employee Level 5 (as defined) level and to the level of their training, applies the skills acquired through the successful completion of a certificate level or equivalent qualification in the production, distribution, or stores functions accordingly to the needs of the enterprise.

1. Understands and applies quality control techniques.
2. Exercise good interpersonal communications skills.
3. Exercise discretion within the scope of this grade.
4. Exercise keyboard skills at a level higher than Manufacturing/Production Employee Level 5 (as defined).

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5. Performs work under general supervision either individually or in a team environment.

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

- \* approves and passes first off samples and maintains quality of product;
- \* works from production drawings, prints or plans;
- \* operates, sets up and adjusts all production machinery in a plant including production process welding to the extent of training;
- \* can perform a range of engineering maintenance functions;
- \* manufacturing operations at a level higher than Manufacturing/Production Employee Level 5 (as defined);
- \* operate all lifting equipment;
- \* maintains records;
- \* basic production scheduling and materials handling within the scope of the production process or directly related functions within raw materials/finished goods locations;
- \* understands and applies computer techniques as they relate to production process operations;
- \* high level stores and inventory responsibility beyond the requirements of an employee at Manufacturing/Production Employee Level 5 (as defined);
- \* assists in the provision of on the job training in conjunction with trades persons and trainers;
- \* has a sound knowledge of the employers operations as it relates to the production process.

#### **TRADESPERSON LEVEL 1**

**(% Wage relativity to Tradesperson Level 1 after Minimum Rate and Broadbanding adjustments - 100%)**

A Tradesperson Level 1 is an employee who holds a Trade Certificate or Tradesperson Rights Certificate and is able to exercise the skills and knowledge of that trade.

A Tradesperson Level 1 employee works above and beyond an employee at Manufacturing/Production Employee Level 5 (as defined) and to the level of their training.

1. Understands and applies quality control techniques.

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2. Exercises good interpersonal and communication skills.
3. Exercises keyboard skill at a level higher than Manufacturing/Production Employee Level 5 (as defined).
4. Exercises discretion within the scope of this grade.
5. Performs work under limited supervision either individually or in a team environment.
6. Operate all lifting equipment incidental to their work.
7. Perform non-trade tasks incidental to their work.
8. Performs work which, while primarily involving the skills of the employees own trade, is incidental or peripheral to the primary task and facilitates the completion of the whole task. Such incidental or peripheral work would not require additional formal technical training.

**TRADESPERSON LEVEL 2  
(% Wage relativity to Tradesperson Level 1 after Minimum Rate and Broadbanding adjustments - 105%)**

An Engineering Tradesperson Level 2 is an employee who has completed the following training requirement:

- (i) 33% of the modules towards an appropriate Post Trade Certificate;
- (ii) or x percentage of modules towards an Advanced Certificate;
- (iii) or y percentage of modules towards an Associate Diploma.

An Engineering Tradesperson Level 2 works above and beyond a Tradesperson at Tradesperson Level 1 (as defined) and to the level of their training;

1. Exercise the skills attained through satisfactory completion of the training prescribed for this classification subject to the standards prescribed.
2. Exercises discretion within the scope of the grade.
3. Works under general supervision either individually or in a team environment.
4. Understands and implements quality control techniques.
5. Provide trade guidance and assistance as part of a work team.
6. Exercises trade skills relevant to the specific requirements of the enterprise at a level higher than Engineering Tradesperson Level 1 (as defined).

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7. Tasks which an employee at this level may perform are subject to the employee having the appropriate trade and post-trade training to enable them to perform such tasks.

### **TRADESPERSON LEVEL 3**

**(% Wage relativity to Tradesperson Level 1 after Minimum Rate and Broadbanding adjustments - 110%)**

Tradesperson Level 3 is an employee who has completed the following training requirements;

- (i) 66% of the modules towards an appropriate Post Trade Certificate;
- (ii) or x percentage of modules towards an Advanced Certificate;
- (iii) or y percentage of modules towards an Associate Diploma.

An employee at this level works above and beyond an employee at Tradesperson Level 2 (as defined) level and to the level of their training;

1. Is able to exercise the skills attained through satisfactory completion of the training prescribed for this classification subject to the standards prescribed.
2. Provides trade guidance and assistance as part of a work team.
3. Assists in the provision of training in conjunction with supervisors and trainers.
4. Understands and implements quality control techniques.
5. Work under limited supervision either individually or in a team environment.

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

- \* exercises high precision trade skills using various materials and/or specialised techniques;
- \* performs operations on a CAD/CAM terminal in the performance of routine modifications to NC/CNC programmes;
- \* Install, repair, and maintain, test, modifies, commissions and/or faults finds on complex machinery and equipment which utilises hydraulic and/or pneumatic principles and in the course of such work is required to read and understand hydraulic and pneumatic circuitry which controls fluid power systems;
- \* works on complex or intricate circuitry which involves examining, diagnosing and modifying systems comprising interconnected circuits.

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**TRADESPERSON SPECIAL CLASS LEVEL  
(% Wage relativity to Tradesperson Level 1 after Minimum Rate and Broadbanding adjustments - 115%)**

A Tradesperson Special Class Level means an employee who has completed the following training requirements:

- (i) an appropriate Post Trade Certificate;
- (ii) or x percentage of modules of an Advanced Certificate;
- (iii) or y percentage of modules towards an Associate Diploma.

A Tradesperson Special Class works above and beyond a Tradesperson Level 3 (as defined) and to the level of their training;

1. Exercises the skills attained through satisfactory completion of the training prescribed for this classification subject to the standards prescribed.
2. Is able to provide trade guidance and assistance as part of a work team.
3. Provides training in conjunction with supervisors and trainers.
4. Understands and implements quality control techniques.
5. Works under limited supervision either individually or in a team environment.

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

- \* working on machines or equipment which utilise complex mechanical or hydraulic and/or pneumatic circuitry and controls or a combination thereof;
- \* working on machines or equipment which utilise complex electrical/electronic circuitry and controls or a combination thereof;
- \* works on instruments which make up a complex control system which utilises some combination of electrical/electronic, mechanical or fluid power principles;
- \* applies advanced computer numerical control techniques in machining or cutting or welding or fabrication;
- \* exercises intermediate CAD/CAM skills in the performance of routine modifications to programmes;
- \* working in complex or intricate interconnected electrical circuits.

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**ADVANCED TRADESPERSON LEVEL 1  
(% Wage relativity to Tradesperson Level 1 after Minimum Rate and Broadbanding adjustments - 125%)**

An Advanced Tradesperson Level 1 means an employee who has completed:

- \* x modules of an Advanced Certificate;
- \* or 7 modules of an Associate Diploma;
- \* or equivalent accredited training.

An Advanced Tradesperson Level 1 works above and beyond a Tradesperson Special Class Level (as defined) and the level of their training;

1. Undertakes quality control and work organisation at a level higher than for Tradesman - Special Class Level (as defined).
2. Provides trade guidance and assistance as part of a work team for grades below.
3. Assists in the provision of training to employees in conjunction with supervisors/trainers.
4. Performs maintenance planning and predictive maintenance work not in technical fields.
5. Works under limited supervision either individually or in a team environment.
6. Prepares reports of a technical nature on specific tasks or assignments as directed.
7. Exercises broad discretion within the scope of this level.

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

- \* working on combination of machines or equipment which utilise complex electrical or electronic or mechanical or fluid power principles;
- \* working on instruments which make up a complex control system which utilise some combination of electrical or electronic or mechanical or fluid power principles;
- \* applies computer integrated manufacturing techniques involving a higher level of computer operating and programming skills than for lower grades;
- \* working on various forms of machinery and equipment which are electronically controlled by complex digital and/or analogue control system using integrated circuitry.

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**ADVANCED TRADESPERSON LEVEL 2  
(% Wage relativity to Tradesperson Level 1 after Minimum Rate and  
Broadbanding adjustment - 130%)**

An Advanced Tradesperson Level 2 means an employee who has completed;

- (i) y modules of an Associate Diploma; or
- (ii) equivalent level of accredited training; and
- (iii) provides technical guidance within the scope of this level.

An Advanced Tradesperson Level 2 works above and beyond a Tradesperson at Advanced Tradesperson Level 1 (as defined) level and to the level of their training;

1. Provides technical guidance within the scope of this level.
2. Prepares reports of a technical nature on specific tasks assignment as directed and within the scope of discretion at this level.
3. Has an overall understanding of the operating principle of the system and equipment on which the tradesperson is required to carry out their tasks.
4. Assists in the provision of on-the-job training in conjunction with supervisors and trainers.

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

- \* through a system approach able to exercise high level diagnostic skills on complex forms of machinery, equipment and instrument which utilise some combination of electrical, electronic, mechanical or fluid power principles;
- \* set up, commission maintain and operate sophisticated maintenance, production and test equipment and/or systems involving the application of computer operating skills at a higher level than Advanced Tradesperson Level 1 (as defined).
- \* works on various forms of machinery and equipment electronically controlled by complex digital and/or analogue control systems using integrated circuitry.
- \* working on complex electronics or instruments or communications equipment or control system which utilise electronic principles and electronic circuitry containing complex analogue and/or digital control system using integrated circuitry.

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**'Show Day'** means not more than one local Show Day observed on an employee's ordinary working day, other than a Saturday or 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.

**'Trainee'** means an employee who is bound by a training agreement established under the Australian Traineeship System which is registered with the appropriate State Training Authority.

**'Traineeships'** means a system under the Australian Traineeship System comprising structured on-the-job training with an employer and off-the-job training in a Technical and Further Education College or other training provider approved by the State Training Authority in each State.

**'Training Agreement'** means the Rubber, Plastic and Cablemaking Traineeship Agreement for training registered with the appropriate State Training Authority.

## **8. WAGE RATES**

### **1. WAGE RATES**

(a) Adult employees in a classification hereunder mentioned shall be paid the base rate and supplementary payment appearing opposite that classification -

No.	Classification	Base Rate Per Week \$	Supplementary Payment \$	Total Wage \$
1	Manufacturing/Production Employee Level 1	284.80	40.60	325.40
2	Manufacturing/Production Employee Level 2	299.50	42.50	342.00
3	Manufacturing/Production Employee Level 3	319.20	45.40	364.60
4	Manufacturing/Production Employee Level 4	337.40	12.00	349.40
5	Manufacturing/Production Employee Level 5	354.20	12.60	366.80
6	Manufacturing/Production Employee Level 6	365.20	13.00	378.20
7	Tradesperson Level 1	365.20	34.10	399.30

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8	Tradesperson Level 2	383.50	13.60	397.10
9	Tradesperson Level 3	401.70	14.30	416.00
10	Tradesperson Special Class	419.90	15.00	434.90
11	Advanced Tradesperson Level 1	456.50	16.20	472.70
12	Advanced Tradesperson Level 2	474.80	16.90	491.70

(b) Supplementary Payment:

The amount appearing in the column headed Supplementary Payment in subclause (a) of this clause is to be absorbed against any overaward payment being paid by an employer as from the beginning of the first full pay period on or after 18 July 1991.

2. CLASSIFICATION STRUCTURE - TRANSLATION SCHEDULE

(a) For the purpose of identifying an employees new classification in accordance with the creation of a new broadly based and generic classification structure the following schedule shall apply:

<u>Pre-existing Classification</u>	<u>New Classification</u>
Tradesman	Tradesperson Level 1
Laminator	Manufacturing/Production Employee Level 3
Mixer	Manufacturing/Production Employee Level 3
Mixer's Assistant	Manufacturing/Production Employee Level 2
Labourer	Manufacturing/Production Employee Level 1
Heavy Machine Operator	Manufacturing/Production Employee Level 3
Light Machine Operator	Manufacturing/Production Employee Level 2
Fitter	Tradesperson Level 1

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Cleaner

Manufacturing/Production  
Employee Level 3

**PROVIDED THAT** employees who, prior to the first full pay period commencing on or after 18 July 1991, are in receipt of wage rates in excess of those herein prescribed shall not have their wage rate reduced as a result of the making of this new award and the translation process.

- (b) The parties to the award shall co-operate in the translation from the old structure to the new structure. In the event of any disagreement the matter shall be referred to the Tasmanian Industrial Commission for determination.

### 3. APPRENTICES

The minimum ordinary rates of payment to be paid by employers to apprentices shall be the undermentioned percentages of the Tradesperson Level 1 rate of wages appearing in Division A.

	Percentage of Tradesperson Level 1 Rate %	Amount Per Week \$
First year	38	151.70
Second year	55	219.60
Third year	72	287.50
Fourth year	88	351.40

### 4. JUNIORS

The minimum rates of wages that may be paid by employers to junior workers shall be the undermentioned percentages of the wage rate appearing in Division A for the classification "Manufacturing/Production Employee Level 2".

	Percentage of Manufacturing/Production Employee Level 2 Rate %	Amount Per Week \$
Under 17 years of age	65	222.30
17 Years of age to 18 years of age	75	256.50
18 years of age to 19 years of age	85	290.70
19 years of age to 20 years of age	100	342.00

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## 5. TRAINEES

The weekly wages payable to a Trainee (as defined) shall be determined by multiplying the appropriate junior rate as prescribed in this clause by 39 which represents the actual weeks spent on the job and dividing that sum by 52 to provide a weekly wage. The rate determined shall in no case be less than the minimum rate prescribed by the Australian Traineeship System guidelines.

In order to achieve stability of income and related living standards these rates will be paid as a weekly wage and will be unaffected by the 13 weeks off-the-job training to be carried out during the 12 month training period.

## 6. LEADING HANDS

- (a) In charge of 1 to 3 employees - \$9.30 per week extra
- (b) In charge of 4 to 6 employees - \$11.90 per week extra
- (c) In charge of 7 to 9 employees - \$14.20 per week extra
- (d) In charge of more than 9 employees - \$16.50 per week extra

## 9. ALLOWANCES

- (a) Tool Allowance

All employees engaged in classifications that are proclaimed as trades under the Industrial and Commercial Training Act, 1985 shall either be supplied with all tools by the employer or be paid a tool allowance of not less than \$8.60 per week.

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

## 10. ANNUAL LEAVE

- (a) Period of Leave

A period of 28 consecutive days leave shall be allowed annually to an employee after 12 months continuous service (less the period of annual leave) in any one of the occupations to which this award applies.

- (b) Annual Leave Exclusive of Public Holidays

Subject to this subclause, the annual leave prescribed by this clause shall be exclusive of any holidays prescribed by Clause 13, Holidays with Pay of this award, and if any such holiday falls within an employee's period of annual leave and is observed on a day which, in the case of that employee, would have been an ordinary working day, there shall be added to that period one day for each such holiday falling as aforesaid.

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

(c) Calculation of Continuous Service

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

- (i) any interruption or determination of the employment by the employer if such interruption or determination has been made merely with the intention of avoiding obligations hereunder in respect of leave of absence;
- (ii) any absence from work on account of personal sickness or accident and in calculating the period of 12 months continuous service absence on account of personal sickness or accident to the extent of 91 days in any 12 months shall be deemed to be paid of the period of continuous service; or
- (iii) any absence with reasonable cause, proof whereof shall be upon the employer, or leave lawfully granted by the employer, but such absence shall not be taken into account in calculating the period of 12 months continuous service.

(d) Proportionate Leave on Termination of Service

If after 1 month's continuous service in any qualifying 12 monthly period an employee lawfully leaves his employment, or his employment is terminated by the employer through no fault of the employee the employee shall be paid at his ordinary rate of wage as follows:

12 1/2 hours for each completed month of continuous service.

(e) Leave to be Given and Taken

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

(f) Broken Leave

Leave allowed under the provision of sub-clause (a) of this clause shall be given and taken in one consecutive period, however, if the employer and the employee agree, annual leave may be broken into shorter periods, provided one period is of at least 14 consecutive days, i.e. 10 working days.

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The remaining period of leave may be taken in one of the following methods:-

(i) as single days, provided that no more than 4 single working days are taken in any leave year,

or

(ii) where an employee initiates a request in writing to the employer, any combination of the remaining leave entitlement may be taken.

(g) Calculation of Service

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

(h) Payment for Period of Leave

(i) Each employee before going on leave shall be paid the amount of wage he would have received in respect of the ordinary time which he would have worked had he not been on leave during the relevant period or periods plus a loading equal to 17 1/2% of the amount paid in respect of annual leave.

(ii) The provisions of this subclause shall not apply to proportionate leave on termination of service.

## **11. COMPASSIONATE LEAVE**

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

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

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

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## **12. CONTRACT OF EMPLOYMENT**

- (a) Except as hereinafter provided, employment shall be by the week.

Any employee employed by the week shall, provided he is ready, willing and available for work be paid the weekly wage prescribed for a full week's work and in addition thereto such overtime or other penalty rates if any that may have occurred during the relevant period.

- (b) Employment shall be terminated by a week's notice on either side given at any time during the week or by the payment or forfeiture of a week's wages, as the case may be. This shall not affect the right of the employer to dismiss any employee without notice for malingering, inefficiency, neglect of duty or misconduct, and in such cases the wages shall be paid up to the time of dismissal only or to deduct payment for any day the employee cannot be usefully employed because of any strike, or through any breakdown in machinery or any stoppage of work by any cause for which the employer cannot be reasonably held responsible.
- (c) Any employee not attending for duty shall, except as provided by Clause 24 - Sick Leave of this award, lose his pay for the actual time of such non-attendance.

- (d) Casual Employees

An employee may be engaged on a casual basis provided:-

- (i) the engagement is to fill a temporary vacancy occasioned by the absence of another employee; or
- (ii) the engagement does not exceed one month's duration;
- (iii) a casual employee for ordinary time shall be paid an hourly rate of one thirty-eighth of the weekly rate expressed in Clause 8 - Wage Rates plus a loading of 20%.

Such loading shall be in lieu of annual leave, sick leave and public holiday payments.

- (e) Part-time Employees

- (i) The employer may engage part-time employees to regularly work for less hours per day or per week than a full-time employee. A part-time employee shall be paid per hour one thirty-eighth of the appropriate rate in Clause 8 - Wage Rates.

A part-time employee shall be entitled to annual leave, sick leave and public holidays and all other award provisions in the same proportion as their hours bear to thirty-eight.

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- (ii) A part-time employee shall work in accordance with a pre- established roster and shall be paid at overtime rates for work outside of such rostered hours.

Provided that the roster may be altered by mutual agreement without notice or by the employer giving not less than 7 clear days notice.

- (iii) Should full-time employment within the classification of work being performed by a part-time employee become available the part-time employee shall be offered the opportunity to apply for such full-time position.
- (iv) No full-time employee will be reduced to part-time status without their express consent.
- (v) No more than 10% of the employees in any one establishment shall be engaged on a part-time basis provided that any establishment will be permitted to employ at least one part- time employee.

### **13. HOLIDAYS WITH PAY**

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

New Year's Day, Australia Day, Hobart Regatta Day (South of Oatlands), Labour Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Show Day (as defined), the first Monday in November (where Hobart Regatta Day is not observed), Christmas Day and Boxing Day.

- (b) Payment for the holidays mentioned in subclause (a) above, which are taken and not worked, shall be at the normal rate of pay which would have applied to the employee concerned when, if it were not for such holidays, he had been at work.
- (c) Payment to an employee for work performed on holidays mentioned in subclause (a) above, shall be at the rate of double time and one half for all time worked on that holiday.

### **14. HOURS**

- (a) The ordinary hours of work from 29 October, 1984 subject to the exceptions herein provided, shall be an average of 38 hours per week, to be worked on one of the following bases -
  - (i) 38 hours within a work cycle not exceeding seven (7) consecutive days; or
  - (ii) 76 hours within a work cycle not exceeding fourteen (14) consecutive days; or
  - (iii) 114 hours within a work cycle not exceeding twenty-one (21) consecutive days; or

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(iv) 152 hours within a period not exceeding twenty-eight (28) consecutive days.

The method of working may be one of the following -

(v) by employees working less than eight (8) ordinary hours each day; or

(vi) by employees working less than eight (8) ordinary hours on one or more days each week; or

(vii) by fixing one week day on which all employees will be off during a particular work cycle; or

(viii) by rostering employees off on various days of the week during a particular work cycle so that each employee has one day off during that cycle.

The ordinary hours of work prescribed herein may be worked on any day or all of the days of the week, Monday to Friday.

(ix) Where the 38 hour week is organised in accordance with subclauses (a) (vii) or (a) (viii) the employer may require the employee to accumulate the rostered days off up to a maximum accumulation of 5 days.

(b) The ordinary hours of work prescribed herein shall be worked continuously, except for meal breaks, at the discretion of the employers between 7.30 a.m. and 5.30 p.m., provided that the spread of hours may be altered by mutual agreement between the employer and the majority of employees in the plant or section or sections concerned.

Provided further that, work done prior to the spread of hours fixed in accordance with this subclause for which overtime rates are payable, shall be deemed for the purposes of this subclause to be part of the ordinary hours of work.

(c) The conditions upon which the 38 hour week is operated is that an objective review of current practices can be conducted to establish where improvements can be made and implemented.

(d) Where an agreement cannot be reached in-plant and where problems arise after agreement or understandings have been achieved, a formal monitoring procedure will apply. The procedures to be applied with respect to special, anomalous or extraordinary problems, where unable to be resolved by the parties, will be referred in the final analysis to the Tasmanian Industrial Commission, or its legal successor, before any industrial action is taken on the matter.

(e) In each plant, an assessment should be made as to which method of implementation best suits the business and the proposal shall be discussed with the employees concerned. In the absence of agreement at plant level the procedure for resolving special anomalous or extraordinary problems shall be applied in accordance with subclause (d) of this clause and shall be applied without delay.

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- (f) The employer and the majority of employees in the plant or section concerned, may agree that the ordinary working hours are to exceed eight (8) on any day, thus enabling a week day to be taken off more frequently than would otherwise apply. (Not to exceed 10 hours in any day).
- (g) Circumstances may arise where different methods of implementation of a 38 hour week apply to various groups or sections of employees in the plant or establishment concerned.
- (h) Except as provided in subclause (i) of this clause, in cases where by virtue of the arrangement of his ordinary working hours, an employee in accordance with subclause (a) (vii) and (viii) of this clause, is entitled to a day off during his work cycle, such employee shall be advised by the employer at least four (4) weeks in advance of the week day he is to take off.
- (i) Substitute Days
  - (i) An employer, with the agreement of the majority of employees concerned, may substitute the day an employee is to take off in accordance with subclauses (a) (vii) and (viii) of this clause, for another day in the case of a breakdown in machinery or a failure or shortage of electric power or to meet the requirements of the business in emergency situations.
  - (ii) An individual employee, with the agreement of his employer, may substitute the day he is to take off for another day.
- (j) The ordinary hours of work prescribed herein, shall not exceed ten (10) hours in any day, provided that in any arrangement of ordinary working hours where the ordinary working hours are to exceed eight on any day, the arrangement of hours shall be subject to the agreement of the employer and the majority of employees in the plant or section or sections concerned and the Union or relevant branch thereof.
- (k) After the first three weeks of employment, the ordinary starting or finishing time of an employee shall not be changed during the currency of the working week unless overtime is paid, provided however that the starting or finishing times may be changed without payment of overtime in the case of sickness or accident or breakdown of plant or equipment.
- (l) The starting and finishing times fixed by this clause shall be strictly observed by employees. The start and finish times expressed shall mean the times at which an employee is at the designated work station ready for work. An employee shall lose pay for late start or early finish.

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## **15. HOURS OF WORK - TWELVE HOUR SHIFT WORK**

Subject to the provisions of clause 14 - Hours and clause 23 - Shift Work of this award, a shift worker engaged on continuous shifts shall work at such times as an employer may require. A shift may consist of not more than twelve hours inclusive of crib time, **PROVIDED THAT:**

- (i) In any arrangement of ordinary working hours where the ordinary working hours are to exceed eight on any shift, the arrangement of hours shall be subject to the agreement of the employer, the majority of employees and the union.
- (ii) Enterprises with operations currently providing for twelve hour shifts shall not vary the existing manner in which work is performed and paid unless agreed between the employer, employees and the union.
- (iii) The introduction of twelve hour shifts for all employees employed at work sites not subject to paragraph (ii) of this clause shall be done consistent with clause 29 - Structural Efficiency, subclause (c) Enterprise Flexibility, of this award.
- (iv) Except at the regular changeover of shifts, an employee shall not be required to work more than one shift in each 24 hours.
- (v) Twenty minutes shall be allowed to shift workers each shift for crib which shall be counted as time worked.
- (vi) Twelve hour shifts shall be subject to:
  - The employer and the employees being guided by occupational health and safety provisions and the ACTU code of conduct on twelve hour shifts;
  - proper health and monitoring procedures being introduced;
  - suitable rosters being made available.
- (vii) Consistent with clause 29 - Structural Efficiency, subclause (c) - Enterprise Flexibility, any employer seeking to vary a pre-existing method of working hours by the introduction of twelve hour shifts shall provide the employees concerned with information regarding the resultant impact the proposed rostering arrangement will have upon the employees remuneration level.

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## **16. MEAL INTERVAL AND MEAL ALLOWANCE**

- (a) No employee shall be required to work more than 5 hours without an interval for a meal break for a minimum period of half an hour to a maximum period of one hour.
- (b) Any employee required to work overtime for more than one and a half hours immediately following his ordinary working hours, without being notified the previous day by the employer that he will be so required to work, shall be supplied with an adequate meal by the employer or be paid a meal allowance of \$4.90.
- (c) Any dispute as to what constitutes an adequate meal shall be referred to the Tasmanian Industrial Commission for determination.
- (d) The payment prescribed in subclause (b) of this clause shall be made on the day on which the overtime is worked.

## **17. MIXED FUNCTIONS**

An employee engaged for more than 2 hours of one day on duties carrying a higher rate than his ordinary classification shall be paid the higher rate for such day. If for less than 2 hours of one day, he shall be paid the higher rate for the time so worked.

Provided that where it is the practice of the employer to rotate employees between various jobs the 2 hour limitation shall be increased to 4 hours.

## **18. OVERTIME**

For all work performed in excess of the hours prescribed in Clause 14 - Hours subclause (a) of this award or before or after the usual time of starting or finishing of work shall be paid at the rate of time and one half for the first three hours and double time thereafter.

## **19. PAYMENT OF WAGES**

The wages prescribed by this award shall be paid not later than Thursday of each week. By agreement between the employer and the majority of employees wages may be paid other than in cash.

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.

Provided that this payment shall only be made where payment by direct transfer is introduced subsequent to 1 December 1990.

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Provided further that by mutual agreement between the employer and majority of employees wages prescribed by this award may be paid fortnightly on the basis of one week's wages in arrears and one week's wages in advance.

## **20. PREFERENCE OF EMPLOYMENT**

- (a) Preference in engagement of employees shall be given equally to persons in the following categories who are available and suitable:
- (i) members of The Federated Miscellaneous Workers Union of Australia, Tasmanian Branch;
  - (ii) persons who are prepared to give forthwith a written undertaking to apply to join The Federated Miscellaneous Workers Union of Australia, Tasmanian Branch within 14 days;
  - (iii) Conscientious Objectors:  
  
if there is more than one person applying for employment within any or all of these categories the employer shall have freedom to select any one or more of such person in his or its discretion.
- (b) Conscientious objectors shall pay a sum equivalent to the subscription to the appropriate union, to a charity to be agreed upon between the person concerned and the appropriate union and in default of agreement to consolidated revenue.
- (c) This clause shall not apply in respect of engagement of employees in the following categories:
- (i) employees sought to confidential or managerial positions;
  - (ii) owners of businesses or their spouses.

## **21. RIGHT OF ENTRY OF UNION OFFICIALS**

For the purpose of interviewing employees on legitimate union business a duly accredited union representative shall have the right to enter the employer's premises during the mid-day meal break on the following conditions:

- (i) that he produces his authority to the gate-keeper or such other person as may be appointed by the employer;
- (ii) that he interviews employees only at places where they are taking their meals; and
- (iii) if any dispute arises over this clause the matter shall be referred to the Tasmanian Industrial Commission.

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## **22. SATURDAY WORK**

Employees required to work on a Saturday shall be paid at the rate of time and a half for the first 3 hours and double time thereafter.

## **23. SHIFT WORK**

### (a) Definitions

For the purposes of this clause the following definitions apply:-

- (i) 'Afternoon Shift' shall mean a shift finishing at or before midnight.
- (ii) 'Night Shift' shall mean a shift commencing at 10pm or later.

### (b) Shift Allowance

An employee engaged to work shift work shall be entitled to receive the following allowances:-

- (i) Afternoon Shift - 15%;
- (ii) Permanent Night Shift (ie a shift which does not rotate or alternate with either day and/or afternoon shift) - 30%;
- (iii) Rotating Night Shift - 15%.

The above allowances shall be in addition to the wage rates prescribed in Clause 8 - Wage Rates and shall not be subject to premium or penalty addition. Neither shall they be payable at any time at which an employee is entitled to be paid penalty rates for overtime, weekend work, holiday work or any other purpose.

## **24. SHOP STEWARDS**

An employee appointed shop steward in the factory or premises in which he is employed, upon notification thereof to his employer, be recognized as the accredited representative of the Union to which he belongs, and he shall be allowed the necessary time during working hours to interview the employer or his representative on matters affecting employees whom he represents; provided that if the shop steward so requests it he may be accompanied at such interview by another employee.

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## **25. SICK LEAVE**

- (a) An employee, other than one engaged as a casual, who is absent from work on account of personal illness or account of injury by accident shall be entitled to leave of absence without deduction of pay, subject to the following conditions and limitations:
- (i) he shall not be entitled to such leave of absence for any period in respect of which he is entitled to workers' compensation;
  - (ii) he shall, where practicable before the normal start time inform the employer of his inability to attend for work and as far as may be practicable state the nature of the illness and the estimated duration of absence;
  - (iii) he shall prove to the satisfaction of the employer or in the event of a dispute, the Secretary for Labour, that he was unable on account of such illness or injury to attend for work on the day or days for which the sick leave is claimed;
  - (iv) he shall not be entitled in any year to sick leave credit in excess of seventy-six hours of ordinary working time. Provided that during the first three months of employment, sick leave shall accrue on the basis of 6.33 hours for each completed calendar month of service with the employer;
  - (v) For the purpose of administering paragraph (iv) above, an employer may within 2 weeks of the employee entering his employment require an employee to make a sworn declaration or other written statement as to what paid leave of absence he has had from any employer during the then current year, and upon such statement the employer shall be entitled to rely and act.
- (b) Sick leave shall accumulate from year to year so that any balance of the period specified in subclause (a) (iv) of this clause which has in any year not been allowed to an employee by an employer as paid sick leave shall be 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 sick leave prescribed in respect of that year.
- (c) An employer shall not be required to make any payments in respect of accumulated sick leave credits to an employee who is discharged or leaves his employment, or for any time an employee is absent from work without producing satisfactory evidence of personal illness.

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## **26. STRUCTURAL EFFICIENCY**

### (a) Award Modernisation

- (i) The unions are committed to modernising the terms of the award to that it provides for more flexible working arrangements, improve the quality of working life, enhances skills and job satisfaction and will assist positively in the restructuring process.
- (ii) The unions are prepared to discuss all matters raised by employers for increased flexibility. This process is regulated at the enterprise level in accordance with subclause (c) Enterprise Flexibility, hereof. The unions will be readily available to discuss award changes at the enterprise level.
- (iii) The parties will co-operate to review the award to remove obsolete reference, remove ambiguities and discriminatory provisions and such other matters that may be identified that will enhance the process of modernising the terms of the award.
- (iv) The parties will co-operate positively to eliminate demarcation and optimising the multi-skilling and cross- skilling of employees at each enterprise and at the industry level.

### (b) Workplace Consultation

- (i) The development of effective participative/consultative practices is important in the process of award restructuring and can lead to advantage for both employers and employees. It is therefore recommended that participative consultative mechanism be implemented at the enterprise level where agreement exists between employer and employees.
- (ii) The process of consultative practices is a mechanism through which employees can be involved in and positively contribute towards the management decision making process. Decisions are encouraged to be reached through consultative mechanism, however, managerial prerogative is acknowledged.
- (iii) The process of consultative practices may be used to implement the provisions of subclause (c) - Enterprise Flexibility.
- (iv) Where Enterprise Consultative Committees have agreed to be established, as far as is practicable employers and employees shall be at least equally represented on the Committee.

### (c) Enterprise Flexibility

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

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- (ii) An agreement shall be subject to the following requirements:
  - (1) The majority of employees affected by the change must genuinely agree to the change.
  - (2) The agreement taken as a whole shall not confer a lesser benefit to any employee than is available under the award.
  - (3) The relevant union or unions shall be advised by the employer of his or her intention to commence discussions with employees of an agreement under this clause.
  - (4) The relevant union or unions must be a party to the agreement.
  - (5) The relevant union or unions shall not unreasonably oppose any agreement.
- (iii) Any enterprise agreement shall be signed by the parties, being the employer and the union or unions, and contain the following:
  - (1) The term of the agreement.
  - (2) The parties covered by the agreement.
  - (3) The classes of employees covered by the agreement.
  - (4) The means by which a party may retire from the agreement.
  - (5) The means by which the agreement may be varied.
  - (6) Where appropriate, the means by which any dispute arising in respect to the agreement may be resolved.
- (iv) Any agreement which seeks to vary a provision of the award shall be referred to the Tasmanian Industrial Commission.

(d) Proposed Classification Structure

The parties to this award agree to test a proposal for a new wage and classification structure which was Exhibit NUW2 in the matter T. No. 2688 of 1990 tendered on 4 December, 1990.

In testing the proposal, the parties:

- (1) accept in principle that the descriptions of job functions within the new classification structure are more broadly skill based and generic in nature;
- (2) accept that employees in the groups therein described are to perform a wider range of duties, including work which is incidental or peripheral to their main tasks or functions;

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- (3) affirm that subject to agreement at enterprise level employees are to undertake training for wider range of duties and access to higher classifications;
- (4) will not create barriers to advancement of employees within the award structure or through access to training where it is consistent with the needs of the enterprise;
- (5) will co-operate in the transition from the old structure to the new structure in an orderly manner without creating false expectations or disputes;
- (6) agree to finalise the testing of the new wage and classification structure for insertion in the award no later than or earlier if agreed between the parties and approved by the Commission.

## **27. SUNDAY WORK**

Employees required to work on Sundays shall be paid at the rate of double time.

## **28. SUPERANNUATION**

### (a) Contribution

- (i) The employer shall make an occupational superannuation contribution equivalent to 3% of ordinary time earnings (as defined) into the funds known as TASPLAN or LUCRF or any other approved fund (as defined) where an exemption has been granted under subclause (d) of this clause in respect to all eligible employees (as defined) as from 16 September 1991 provided that in the case of all eligible casual and part-time employees contributions shall not only be made where the employee workers at least 38 hours during a fund billing statement month. 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.
- (ii) Notwithstanding anything elsewhere continued in this clause an employee who is able to demonstrate to the employer their bona fide membership of the religious fellowship known as Exclusive Brethren shall have the contribution defined in subclause (a)(i) of this clause paid into the fund known as C.I.S. Superannuation Deed BR1188 being a scheme approved by the Insurance and Superannuation Commission.

### (b) Definitions

**'Eligible Employee'** shall mean an employee whether weekly, part-time or casual, who has had at least 3 months continuous service with an employer subject to this award.

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

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

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

(c) Nominated Funds

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

- (i) Labour Union Co-Operative Retirement Fund (LUCRF)
- (ii) TASPLAN

(d) Exemptions

The Tasmanian Industrial Commission may grant an exemption to an employer from making contributions into TASPLAN or LUCRF in the following circumstances:

- (i) Where the fund subject to the exemption application is an approved fund (as defined) which was established prior to 1 September 1991 and occupational superannuation contributions equivalent to 3% of ordinary time earnings (as defined) were being paid on behalf of employees on the establishment covered by this award prior to 1 September 1991 and have continued to be paid since that date; or
- (ii) Where an employer can demonstrate a special and compelling circumstance to justify the use of an approved fund other than TASPLAN or LUCRF.

(e) Procedure for Seeking Exemption

- (i) Employees seeking exemptions in accordance with this provision shall make application through the appropriate registered organisation to the Tasmanian Industrial Commission by no later than 31 October 1991 for hearing determination.

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Such application shall contain the following information:

- (a) Name of fund into which the funds are to be paid.
  - (b) Evidence of the fund's compliance with Commonwealth Operational Standards.
  - (c) Summary of Structure and Benefits.
  - (d) Level of Administration Charge.
  - (e) Any other relevant information.
- (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. Where the union(s) agree with the application, the exemption will be granted.
- (iii) Where agreement is not reached, the matter shall be heard and determined by the Tasmanian Industrial Commission.
- (iv) An employer who commences a new business after 1 September 1991 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 12 September 1991.

## **29. TRAINEESHIPS**

This clause sets out the basis for the voluntary employment by employers bound by this award of a Trainee under the Australian Traineeship System (ATS). The Australian Traineeship System comprises structured on-the-job training with an employer and off-the-job training by a training provider approved by an appropriate State Industry Training Authority.

The object of this clause is to provide the form and substance of the conditions of employment, including the rates of pay applicable to persons engaged under the Australian Traineeship System. The purpose is to enhance the skill levels and future employment prospects for young people.

An object of the Australian Traineeship System is to provide additional employment and training opportunities for young people.

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(a) Conditions of Training

- (i) A Trainee (as defined) shall attend an approved on-and-off- the-job training course or programme prescribed in the relevant Training Agreement as notified to the Trainee by the appropriate State Training Authority.
- (ii) The employer shall ensure that the Trainee (as defined) attends the prescribed off-the-job training course and is provided with on-the-job training approved by the appropriate State Training Authority .
- (iii) All such training shall be in accordance with the requirements of the appropriate State Training Authority.

(b) Conditions of Employment

- (i) The Trainee (as defined) shall be engaged for a period of 12 months as a full-time employee provided that the Trainee shall be subject to a satisfactory probationary period of 1 month which may be reduced at the discretion of the employer.
- (ii) The Trainee (as defined) is permitted to be absent from work without loss of continuity of employment to attend off-the- job training in accordance with the Training Agreement.
- (iii) Where the employment of a Trainee (as defined) by an employer is continued after the completion of the Traineeship period, that period shall be counted as service for the purpose of this award and long service leave requirements.
- (iv) Overtime and shiftwork shall not be worked by a Trainee (as defined) except in the circumstances where the section in which the Trainee is receiving on-the-job training is required to work overtime, or the work of the section is normally carried out by shifts as prescribed by the Award. No Trainee (as defined) shall be required to work overtime or shiftwork on his/her own. The trainee wage shall be used as the bases for the calculation of overtime and/or shift penalty rates prescribed by the award.
- (v) A Trainee (as defined) who fails to either complete the Traineeship course or who cannot for any reason be placed in full-time employment with the employer on successful completion of the Traineeship course shall not be entitled to any severance payment.
- (vi) The following clauses of this award shall not apply to a Trainee (as defined):-
  - Subclause 12 (e) - part-time employment
  - Clause 17 - mixed functions
- (vii) A Trainee (as defined) shall be exempt from action with respect to industrial disputes.

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- (viii) The Union(s) shall be afforded reasonable access to Trainees for the purposes of explaining the role and functions of the Union(s).
- (ix) All other terms and conditions of the award shall apply unless specifically varied by this clause.

### **30. TRAINING**

- (a) The parties to this award recognise that in order to increase the efficiency, productivity and international competitiveness of industry, a greater commitment to training and skill development is required. Accordingly, the parties commit themselves to:
  - (i) developing a more highly skilled and flexible workforce;
  - (ii) providing employees with career opportunities through appropriate training to acquire additional skills; and
  - (iii) removing barriers to the utilisation of skills acquired.
- (b) Following proper consultation or through the establishment of a training committee, an employer shall develop a training programme consistent with:
  - (i) the current and future skill needs of the enterprise;
  - (ii) the size, structure and nature of the operations of the enterprise;
  - (iii) the need to develop vocational skills relevant to the enterprise and the plastic industry through courses conducted by accredited educational institutions and providers.
- (c) Where it is agreed a training committee be established that training committee should be constituted by equal numbers of employer and employee representatives and have a charter which clearly states it's role and responsibilities, for example:
  - formulation of a training programme and availability of training courses and career opportunities to employees;
  - dissemination of information on the training programme and availability of training courses and career opportunities to employees;
  - determining the proper application of award provisions in reference to any training programme established pursuant to sub-clause (b);
  - the recommending of individual employees for training and reclassification;
  - monitoring and advising management and employees on the on- going effectiveness of the training.

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- (d) (i) Where it is agreed that additional training in accordance with the programme developed pursuant to subclause (b) hereof should be undertaken by an employee, that training may be undertaken either on or off-the-job. Provided that if the training is undertaken during ordinary working hours the employee concerned shall not suffer any loss of pay. The employer shall not unreasonably withhold such paid training leave.
  - (ii) Any costs associated with standard fees for prescribed courses and prescribed textbooks (including those textbooks which are available in the employer's technical library) incurred in connection with the undertaking of training shall be reimbursed by the employer upon production of evidence of such expenditure. Provided that reimbursement shall also be on an annual basis subject to the presentation of reports of satisfactory progress.
- (e) Subclauses (b), (c) and (d) herein shall operate as interim provisions and shall be reviewed as part of the ongoing process of award restructuring with a target completion date of December, 1991. In the meantime, the parties shall monitor the effectiveness of those interim provisions in encouraging the attainment of the objectives detailed in subclause (a) hereof. In this connection, the unions reserve the right to press for the mandatory prescription of a minimum number of training hours per annum, without loss of pay, for an employee undertaking training to meet the need of an individual enterprise and/or plastic industry.

R.J. Watling  
**COMMISSIONER**

11 October 1991