

**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**

**ELECTRICAL ENGINEERS AWARD**

**ORDER BY CONSENT -**

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

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

## PART 1 – APPLICATION AND OPERATION OF THE AWARD

### 1. TITLE

This award shall be known as the Electrical Engineers Award.

### 2. INDEX

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### **3. DEFINITIONS**

(a) Skill streams

The award provides a career path in the following five broad skill streams within the electrical, electronic and communication contracting industries:

(i) Stream one – Electrical

(1) This includes all electrical work normally associated with the work of an Electrical Mechanic, Electrical Fitter, and Electrician – Special Class as defined in Appendix A.

(1) It includes electronic work to the extent that Electrician – Special Class undertook electronic work in the previous award.

(ii) Stream two – Electronics/Communications

(1) The Electronics/Communications stream will cover all types of electronic/communications work not requiring the full range of skills and training of an electrical tradesperson. It includes, but is not limited to the following:

- (A) computers, peripherals and other electronic equipment;
  - (B) fire alarms, security alarm systems and surveillance systems (the definition of fire alarm systems and security alarm systems is found in Part I – Application and Operation of the Award, Clause 3 – Definitions, subclause (b));
  - (C) communications equipment and radio/television/public address; and
  - (D) other areas of work listed in the Incidence, scope and application.
- (2) Communications includes but is not limited to telecommunications.
- (3) This stream includes the work described in Appendix A within the definitions of:
- (A) Television/Radio/Electronic Serviceman Grade I
  - (B) Television/Radio/Electronic Serviceman Grade II
  - (C) Radio Mechanic
  - (D) Cable Jointer
- (iii) Stream three – Instrumentation
- This stream includes instrument and instrumentation work normally associated with the work of Instrument Tradespeople, Electrical/Instrument Tradespeople.
- (iv) Stream four – Refrigeration/Air Conditioning
- This stream includes work in or in connection with refrigeration and air-conditioning, plant, equipment or systems.
- (v) Stream five – Lines/Cable Work (Power Distribution)
- This stream includes all the work normally associated with the work of Lines Tradespeople and/or Cable Jointers and work in or in connection with, or incidental to the making, installation and maintenance of electrical/electronic distribution lines and systems.

(b) Other Definitions

(i) Continuous Service

Continuous services for the purposes of this award means weekly employment until termination of employment.

- (1) **'Service'** shall be deemed to be continuous notwithstanding any interruption or termination 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 absence;
- (2) any absence from work on account of annual leave, personal sickness, accident or an account of leave lawfully granted by the employer; or
- (3) for the purpose of this subclause:
  - (A) any absence with reasonable cause for which the onus of proof shall be upon the employee;
  - (B) for the employee to become entitled to the benefit of this subclause, the employer must be notified within 24 hours where practicable of the commencement of the absence of the employee's inability to attend for duty;
  - (C) entitlements to annual leave and personal leave shall cease to accrue after 152 hours of absence because of sickness or accident in a period of twelve months continuous service;
  - (D) no entitlements shall accrue during periods of unpaid leave.
- (4) This definition of continuous service has no application for annual leave.

(ii) **'Crib time'** as used in the overtime and shift leave clauses of this award shall take the place of any meal break during overtime or shiftwork. It shall be taken without loss of pay.

(iii) **'Fire alarm systems'** means the industry and trades which are concerned with the installation, repair, modification, maintenance, testing and servicing of fire alarms, detectors, fire-suppression signs, bells and associated equipment.

- (iv) **'Security alarm systems'** means the industry and trades which are connected with the installation, maintenance, monitoring, controlling, repairing or testing of any electrical, electronic, or acoustic equipment or device, or any combination thereof which includes any intruder alarm system incorporating closed circuit television, video or photographic systems, electronic, electromechanical access control systems, any computer hardware systems and/or computer software including ancillary equipment or any external or internal lighting device used for any commercial, industrial, domestic or governmental purpose.
- (v) Registered office
  - (1) **'Registered office'** shall mean any office, workshop or depot of the employer at which the employer conducts business, including branch offices and site offices. The employer shall not have more than one Registered Office within a 50-kilometre radius within a State/Territory boundary.
  - (2) **'Site office'** shall mean a facility with office equipment such as a telephone, facsimile machine, desks, plan drawers and filing cabinets and staffed to allow the management of the affairs of the employer relevant to its day-to-day activities on the site.
- (vi) **'Union'** means the relevant State Secretary of the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia, Electrical Division.
- (vii) **'Communications'** includes but is not limited to telecommunications.
- (viii) **'Show Day'** means not more than one local show day observed on an employee's ordinary working day, other than 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 Holidays with Pay per year.

#### **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. SCOPE**

- (a) This award is established in respect of the industry of;
  - (i) Electrical, Electronic, and Communications Engineering
  - (ii) Electrical, Electronics and Communications Contracting.

(b) For the purpose of this clause:

- (i) **'Electrical, Electronics and Communications Contracting'** means any person or entity who or which contracts to provide electrical services as defined;
- (ii) **'Electrical, electronic, and communications engineering'** means any person or entity who or which provides or manufactures electrical services as defined;
- (iii) **'Electrician'** means any person who performs electrical services as defined;
- (iv) 'Electrical services' includes:
  - (1) the maintenance of electric power distribution lines and all associated work; and/or
  - (2) the manufacture and/or installation of electric light and power, all classes of manufacture, assembly, wiring, repair and maintenance of electrical installations and appliances including, without in any way limiting the generality of the foregoing, the manufacture, assembling, installing, diagnosing, servicing and rectifying of faults in any of the following:
    - (A) electronic products (e.g. television receivers, video cassette recorders, audio equipment/systems, home computers, etc) and any combination of these products together with ancillary devices and/or equipment.
    - (B) radio and television transmitting devices (including LF, HF, VHF and UHF); CB radios;
    - (C) telemetry systems and ancillary equipment;
    - (D) multiple access television distribution systems;
    - (E) computers and their peripherals;
    - (F) microwave and associated equipment;
    - (G) electrically operated refrigeration and air conditioning equipment;
    - (H) telephone communication devices;
    - (I) fibre optic transmission lines and associated equipment;
    - (J) public address systems;

- (K) domestic satellite television receivers;
- (L) maritime electronic equipment (including depth sounders, radar, etc)
- (M) security alarm systems;
- (N) fire alarm systems;
- (O) superconductivity systems and associated equipment;
- (P) electromagnetic devices;
- (Q) instrumentation;
- (R) and all work incidental to the above.

## **6. AWARD INTEREST AND PARTIES BOUND**

- (a) Unless otherwise specified, this award shall have application to and be binding upon:
  - (i) all employers (whether members of a Registered Organisation or not) who are engaged in the industry specified in Part I – Application and Operation of the Award, Clause 5 – Scope;
  - (ii) 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 Part I – Application and Operation of the Award, Clause 5 – Scope
- (b) The Following employee organisations have an interest in this award under Section 63(10) of the *Industrial Relations Act 1984*

the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia, (Electrical Division: Southern States Branch)
- (c) The following organisation has an interest in this award under Section 62(2) of the *Industrial Relations Act 1984*

The Tasmanian Chamber of Commerce and Industry Limited
- (d) The following organisations have an interest in this award:
  - (i) The Retail Traders Association of Tasmania
  - (ii) The Australian Mines and Metals Association

(iii) The Tasmanian Trades and Labour Council

## **7. SUPERSESSION**

This award incorporates and supersedes the Electrical Engineers Award No. 2 of 2007 (Consolidated).

## **PART II – COMMUNICATIONS, CONSULATION AND DISPUTE RESOLUTION**

### **1. SETTLEMENT OF DISPUTES OR CLAIMS**

- (a) Subject to the *Industrial Relations Act 1984*, any dispute or claim shall be dealt with in the following manner:
- (i) The matter shall first be submitted by a local union representative to the supervising officer or other appropriate officer, and if not settled to a more senior officer in accordance with local procedure.
  - (ii) If not settled, the matter shall be formally submitted by the State Secretary or other appropriate official of the union to the Association.
  - (iii) If the matter is still not settled it shall be submitted to the Tasmanian Industrial Commission for settlement by conciliation and/or arbitration.
  - (iv) While the above procedure is being followed, work shall continue normally where it is agreed that there is an existing custom, but in other cases the work shall continue at the instruction of the employer, failure to continue work shall be a breach of the award.
  - (v) No party shall be prejudiced as to the final settlement by the continuance of work in accordance with this subclause.

**PART III – EMPLOYER AND EMPLOYEES’ DUTIES, EMPLOYMENT RELATIONSHIP  
AND RELATED ARRANGMENTS**

**1. CONTRACT OF EMPLOYMENT**

(a) Weekly employment

- (i) Except as otherwise provided employment shall be by the week.
- (ii) Any employee not specifically engaged as a casual employee shall be deemed to be employed by the week.
- (ii) An employee shall present for work at the usual starting time at the job as directed by the employer.

(b) Part-time employment

- (i) This subclause shall not apply to on-site construction work.
- (ii) A part time employee is an employee engaged by the week to work on a part time basis for a constant number of hours for less than 38 hours per week.
- (iii) An employee engaged on a part time basis shall be paid per hour 1/38 of the gross weekly ordinary all purpose rate of pay prescribed in Part IV – Wages and Related Matters, Clause 4 – Wages, subclause (c) – Gross weekly ordinary all purpose rate of pay, for the classification in which the employee is engaged plus any applicable allowances.
- (iv) An employee engaged on a part time basis shall be entitled to payment in respect of annual leave, Holidays with Pay, personal leave and personal leave arising under this award on a proportionate basis.
- (v) Part-time employment – Annual leave

Subject to the annual leave provisions of this award:

- (1) Where the employee has completed twelve months continuous service the employee shall be entitled to four weeks leave at the number of ordinary hours which would otherwise have been worked during the period of leave.
- (2) Where the employee is entitled to pro rata leave on termination or at a close down in accordance with this award the employee shall receive 2.923 hours paid at the appropriate rate of wage for each 38 ordinary hours worked. No leave loading will be payable on pro-rata leave.

(vi) Part-time employment – Holidays with Pay

- (1) Where the normal hours fall on a public holiday and work is not performed by the employee, such employee shall not lose pay for the day.
- (2) Where the employee works on the holiday, such employee shall be paid in accordance with the Holidays with Pay or holiday and Sunday work clause of this award.

(vii) Part-time employment – Personal leave

The annual personal leave entitlement shall be the average number of hours worked each week multiplied by 2.

(viii) Part-time employment – Bereavement leave

Bereavement leave for part-time employees is set out in Part IV – Wages and Related Matters, Clause 3 - Personal Leave.

(ix) Part-time employment – Overtime

A part time employee shall not be required to work outside of the hours agreed under the contract of employment unless urgent and/or unforeseen circumstances intrude. In such a case the overtime provisions of this award shall apply.

(c) Casual employment

- (i) A casual employee is one engaged and paid as such. A casual employee shall be paid per hour 1/38 of the gross weekly ordinary all purpose rate of pay prescribed for the classification in which the employee is ordinarily employed for the work performed, plus a loading of twenty percent.
- (ii) The overtime provisions of Part V – Hours of Work, Breaks, Overtime, Shift Work Weekend Work, Clause 3 - Overtime of this award apply to casuals.
- (iii) Limitation of casual employment

A casual employee shall not be engaged as such for a continuous period in excess of eight weeks duration.

- (1) For the purpose of this sub clause continuous employment is broken if the employee is not engaged every day during the eight week period;
- (2) The period of employment is counted from the day the current period of continuous employment commenced.

(d) Apprentices

(i) State or Territory legislation to apply to apprentices

- (1) The terms of this award will apply to apprentices, including adult apprentices, except where it is otherwise stated or where special provisions are stated to apply. Apprentices may be engaged in trades or occupations provided for in this clause where declared or recognised by the Tasmanian State Training Authority.
- (2) Subject to the *Vocational, Education and Training Act 1994* an employer shall not employ an unapprenticed junior in a trade or occupation provided for in this clause.

(ii) Operation of State laws

- (1) An apprentice must be engaged under a Training Agreement Approved by the Tasmanian Training Agreements Committee (TTAC) provided the qualification outcome specified in the Training Agreement is consistent with that established for apprenticeship in the trade training package determined from time to time by the ElectroComms and EnergyUtilities Qualifications Standards Body of Australia Ltd and endorsed by the National Training Framework Committee.
- (2) Subject to Part III – Employer and Employees’ Duties, Employment Relationship and Related Arrangements, Clause 1(d)(i)(1) – Contract of Employment an apprentice shall be indentured in any of the following trades:

Electrical  
Instrument  
Electronic/Communications  
Refrigeration Air-conditioning  
Power Lines Work and Cable Jointing

(iii) **‘Apprenticeship Authority’** shall mean:

- (1) The Training Authority of Tasmania.  
  
The Tasmanian Training Agreements Committee (TTAC)
- (2) In order to undertake trade training hereof, a person must be a party to a contract of apprenticeship or a training agreement approved by the TTAC. The employer shall provide and/or provide access to, training consistent with the contract or training agreement without loss of pay.

- (3) An apprenticeship may be cancelled or suspended only in accordance with the requirements of the contract of apprenticeship or training agreement and the requirements of State legislation and the Apprenticeship Authority.
- (4) The probationary period of an apprentice shall be as set out in the training agreement or contract of apprenticeship consistent with TTAC Policy but shall not exceed three months.
- (5) Apprentices attending technical colleges or schools or registered training organisations or TAFE and presenting reports of satisfactory conduct shall be reimbursed all fees paid by them.
- (6) Except as provided in this clause or where otherwise stated all conditions of employment specified in the award shall apply to apprentices. The ordinary hours of employment of apprentices shall not in each enterprise exceed those of the relevant tradesperson.
- (7) Subject to Part III – Employer and Employees’ Duties, Employment Relationship and Related Arrangements, Clause 1(D)(vi) – effect on period of apprenticeship of lost time, the period of apprenticeship is four years or until the apprentice attains the relevant qualification.

The period may be varied with the approval of the TTAC.

**PROVIDED** that any credits granted shall be counted as part of the apprenticeship for the purpose of wage progression under Part IV – Wages and related Matters, Clause 4 – Wages, subclause (f) – Calculation of apprentice wages.

**PROVIDED FURTHER** that an apprentice who attains the relevant qualification in accordance with the relevant policies, procedures and prohibitions of the *Vocational Education and Training Act 1994* will then be paid the appropriate weekly wage rate as prescribed in Tables A or B of this award.

- (8) No apprentices under the age of 18 years shall be required to work overtime or shift work unless they so desire. No apprentice shall, except in an emergency, work or be required to work overtime or shift work at times which would prevent their attendance in training consistent with the contract or training agreement.
- (9) No apprentice shall work under a system of payment by results.

(10) Transition provisions

Any person engaged as an apprentice at the date this award commenced operation shall be deemed to be an apprentice for all purposes of this award until the completion or cancellation of their apprenticeship contract.

(iv) Apprentices attending Technical College on RDO

An apprentice working in an establishment under a particular work cycle in accordance with Part V – Hours of Work, Breaks, Overtime, Shift Work, Weekend Work, Clause 1 – Hours of Work, subclause (g) – Implementation of 38 hour week, who attends technical college on a rostered day off, shall be afforded another ordinary working day off as substitution for the rostered day off. Any substituted day must be taken in the current or next succeeding work cycle.

(v) Employment of minors

(1) An employer shall not employ minors in any trade covered by the classification of this award where the Tasmanian State Training Authority has prescribed such classifications as an apprenticeship trade.

(2) A minor may be taken on as a probationary apprentice for three months, and if apprenticed, such three months shall count as part of their period of apprenticeship.

(3) An employee who is under twenty one years of age on the expiration of the employee's apprenticeship and thereafter works as a minor in the occupation to which the employee has been apprenticed shall be paid not less than the adult rate prescribed for the classification.

(vi) Effect on period of apprenticeship of lost time

(vii) If during the period of apprenticeships an apprentice has served less than the ordinary working days prescribed by this award or has been unlawfully absent from work, for every day short or absent the apprentice shall serve an additional day in the apprenticeship period.

## **2. REDUNDANCY**

(a) Definition of redundancy

Redundancy shall apply where an employer has made a definite decision that the employer no longer wishes the job an employee has been doing done by anyone and this is not due to the normal and customary turnover of labour as recognised by the electrical contracting industry and that decision leads to the termination of employment of the said employee.

(b) Redundancy due to transmission of business

Where a business is transmitted from an employer (**the transmitter**) to another employer (**the transmittee**) and an employee who at the time of such transmission was an employee of the transmitter in that business becomes an employee of the transmittee.

- (i) The continuity of the employment of the employee shall be deemed not to have broken by reason of such transmission; and
- (ii) The period of employment, which the employee has had with the transmitter or any prior transmitter, shall be deemed to be service of the employee with the transmittee.
- (iii) In this sub clause business includes trade, process business or occupation and includes part of any such business and transmission includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and transmitted has a corresponding meaning.
- (iv) This clause shall not apply by reason only of an employer taking over the employees of another employer to complete contract or subcontract works abandoned by that other employer by reason of bankruptcy, liquidation or otherwise.

(c) Redundancy pay

- (i) In addition to the period of notice prescribed for ordinary termination, an employee whose employment is terminated by reason of redundancy, shall be entitled to the following amount of redundancy pay in respect of a continuous period of service:

<b>Period of continuous service</b>	<b>Redundancy pay</b>
At completion of one year	4 week's pay
At completion of two years	6 week's pay
At completion of three years	7 week's pay
At completion of four years	8 week's pay

- (ii) **Week's pay** means the gross weekly ordinary all purpose rate of pay, as defined, at the date of termination.
- (iii) **PROVIDED** that an employee shall be entitled to a pro rata payment for any period of continuous service which is less than a full year at any of the year levels referred to above.

(iv) **PROVIDED** that where an employee who is terminated receives a benefit from a severance pay scheme, he or she shall only receive the difference between the redundancy pay specified above and the amount of the severance benefit he or she receives which is attributable to employer contributions. If the severance benefit is greater than the amount under Part III – Employer and Employees’ Duties, Employment Relationship and Related Arrangements, Clause 2 – Redundancy, subclause (b) – Redundancy pay, then he or she shall receive no payment under that subclause.

(d) Incapacity to pay redundancy pay

An employer, in a particular redundancy case, may make application to the Commission to have the general redundancy pay prescriptions varied on the basis of the employer’s incapacity to pay.

(e) Alternative employment for a redundant employee

An employer, in a particular case, may make application to the Commission to have the general redundancy pay prescriptions varied if the employer obtains acceptable alternative employment for an employee.

(f) Employee leaving during the notice period

An employee whose employment is terminated except for malingering, inefficiency, neglect of duty, misconduct or refusing duty, may terminate the employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had the employee remained with the employer until the expiry of such notice.

**PROVIDED** that in such circumstances the employee shall not be entitled to payment in lieu of notice.

(g) Exemption from redundancy clause

This clause shall not apply:

- (i) where termination of employment is a consequence of malingering, inefficiency, neglect of duty, misconduct or refusing duty, viz. conduct that justifies summary dismissal;
- (ii) to apprentices and trainees;
- (iii) to employees employed on a casual basis;

**PROVIDED** that an employer shall not employ a casual worker for the purpose of avoiding redundancy pay;

- (iv) to employees employed by employers who operate exclusively within the cottage sector of the housing industry;

(v) to employees engaged for a specific period of time for a specific task or tasks.

### **3. TERMINATION OF EMPLOYMENT**

(a) In order to terminate the employment of a full time or part time employee the employer shall give to the employee the period of notice specified in the table below, or payment in lieu thereof.

<b>Period of continuous service</b>	<b>Period of notice</b>
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

In addition to this notice, employees over 45 years of age at the time of the giving of notice with not less than two years continuous service, are entitled to an additional weeks notice.

- (b) Where an employee is paid under the RDO system and has accrued a credit towards an RDO, such credit shall be taken into account in calculating wages due on termination.
- (c) Where notice has been given an employee shall continue in employment until such notice expires.
- (d) Upon termination of employment, wages that are due to an employee shall be paid on the day of such termination.
- (e) The employee shall terminate employment at a week's notice, at any time during the week, or by payment, or forfeiture as the case may be, of a week's wages for ordinary time worked.
- (f) If the employee fails to give notice the employer has the right to withhold monies due to the employee to a maximum amount equal to the ordinary time rate of pay for the period of notice.
- (g) Time off during notice period  
Where an employer has given notice of termination to an employee, the employee shall be allowed up to one day's time off during the notice period without pay to seek other employment.
- (h) Termination prior to a public holiday
- (i) No employee shall be entitled to receive payment from more than one employer in respect of the same holiday or group of holidays.

(ii) If any employee is dismissed within 14 days prior to a public holiday and is re-engaged within 14 days after any of the said holidays, it shall be deemed that dismissal for the purpose of evading payment for such holidays and any payment shall be due and payable to the employee.

(i) Abandonment of employment during notice period

An employee who has given or been given notice and absents him or her self from work during that period of notice without reasonable cause (proof of which shall lie with the employee), shall be deemed to have abandoned the employment and shall not be entitled to any payment for work done by him / her within that period.

(j) Summary dismissal

Nothing in this clause shall affect the right of the employer to dismiss any employee without notice for malingering, inefficiency, neglect of duty, misconduct or refusing duty and in such cases the wages shall be paid up to the time of dismissal only.

(k) Stand downs

Nothing in this award shall affect the right of the employer to deduct payment for any day an employee cannot be usefully employed because of any strike, or stoppage of work by any cause for which the employer cannot reasonably be held responsible.

**PART IV – WAGES AND RELATED MATTERS**

**1. CLASSIFICATIONS**

(a) Classifications and wage relativity

	Wage relativity
(i) Electrical Worker Grade 1	80%
(ii) Electrical Worker Grade 2	85%
(iii) Electrical Worker Grade 3	90%
(iv) Electrical Worker Grade 4	95%
(1) Electronic/Communications Equipment Installer Level 1	
(2) Electronics/Communications Equipment Installer Level 2	
(v) Electrical Worker Grade 5	100%
(1) Electrical Tradesperson Level 1	
(2) Electronics/Communications Serviceperson Level 1	
(3) Instrument Tradesperson Level 1	
(4) Refrigeration/Air Conditioning Tradesperson Level 1	
(5) Linesperson/Cable Jointer Level 1	
(vi) Electrical Worker Grade 6	105%
(1) Electrical Tradesperson Level 2	
(2) Electronics/Communications Serviceperson Level 2	
(3) Instrument Tradesperson Level 2	
(4) Refrigeration/Air Conditioning Tradesperson Level 2	
(5) Linesperson/Cable Jointer Level 2	
(vii) Electrical Worker Grade 7	115%
(1) Electrical Special Class	
(2) Electronics/Communications Serviceperson Special Class	
(3) Instrument Tradesperson Special Class	
(4) Refrigeration/Air Conditioning Tradesperson Special Class	
(5) Linesperson/Cable Jointer Special Class	
(viii) Electrical Worker Grade 8	125%
(1) Advanced Electrical Tradesperson Level 1	
(2) Advanced Electronics/Communications Serviceperson Level 1	
(3) Advanced Instrument Tradesperson Level 1	
(4) Advanced Refrigeration / Air Conditioning Tradesperson Level 1	
(5) Advanced Electrical Tradesperson Powerline Level 1	
(ix) Electrical Worker Grade 9	130%
(1) Advanced Electrical Tradesperson Level 2	
(2) Advanced Electronics/Communications Serviceperson Level 2	
(3) Advanced Instrument Tradesperson Level 2	
(4) Advanced Refrigeration/Air Conditioning Tradesperson Level 2	
(x) Electrical Worker Grade 10	125%
(1) Advanced Electrical Tradesperson Level 3	
(2) Advanced Electronics / Communications Serviceperson Level 3	
(3) Advanced Instrument Tradesperson Level 3	
(4) Advanced Refrigeration / Air Conditioning Tradesperson Level 3	

The wage relativity shall be applied against the base rate for the Electrical Worker Grade 5.

(b) Classification/reclassification

In order to assist in the classification or reclassification of employees, the following shall apply:

(i) Where the employee has the relevant qualification recognised as a minimum training requirement for the level at which the employee seeks to be classified and;

- the employee is exercising or will be required to exercise the skills and knowledge gained from the qualification necessary for that level of work.

The employee shall be classified appropriately.

(ii) Until the transitional period has ended an employee may be reclassified on the basis that the employee meets the requirements of the classification definitions prescribed in Appendix A (Old Definitions) . The old classifications are aligned with the new classifications in Part IV – Wages and Related Matters, Clause 2 - Classification definitions.

## **2. CLASSIFICATION DEFINITIONS**

(a) Electrical Worker Grade 1 – 80% of base rate

An Electrical Worker Grade 1 is a labourer not otherwise provided for in this award, who is doing labouring work and employed as such.

(b) Electrical Workers Grade 2 – 85% of base rate

(i) Electrical Worker Grade 2 is an employee who is engaged in assisting a tradesperson, **PROVIDED** that such assistance shall not include the work of a tradesperson;

(ii) Without limiting the scope of the work, an employee may perform the following tasks to the level of the employee's training;

- (1) Unskilled tasks as directed;
- (2) Cut to specified lengths – ducting, unistrut, conduit, and other cable and support systems;
- (3) Paint cable trays, ducts and conduits;
- (4) Directly assists a tradesperson installing cable / conduit, ducting and other cable enclosures or support systems;
- (5) Chase walls as marked by a tradesperson.

(iii) Is an employee who is engaged in the clearance of vegetation in the vicinity of overhead power distribution lines.

(iv) Definitions applying to this grade of worker prior to August 1st 2005

Battery Attendant

Electrical Fitter's and Mechanic's Assistant

Linesman's Assistant

Cable Jointer's Mate

(c) Electrical Worker Grade 3 – 90% of base rate

(i) An Electrical Worker Grade 3 is an employee who works under direction, may be required to perform the work of an electrical worker Grade 2; and

(ii) Without limiting the scope of the work the employee may perform the work described below to the level of the employee's training:

(1) Is engaged in storework; or

(2) Is qualified and required to drive or operate the employer's vehicles, machinery, plant or equipment incidental to the employee's primary task or functions; or

(3) Inspects and tests fire alarm or security alarm equipment; or

(iii) Under the supervision of a tradesperson or electronics serviceperson:

(1) Installs radio, communications and related equipment including antenna; or

(2) Installs fire alarm or security alarm equipment; or

(3) Installs data and communication cabling;

(iv) **PROVIDED** that this person shall not undertake tasks requiring the skills of a tradesperson

(v) Definitions applying to this grade of worker prior to August 1st 2005  
Storeman Grade I

(d) Electrical Worker Grade 4 – 95% of base rate

An Electrical Worker Grade 4 is an employee who:

(i) Has worked for not less than one year in the industry or holds the equivalent experience and without limiting the scope of the work and to the level of the employee's training is an employee who is accredited to perform:

- (1) Scaffolding or rigging; or
  - (2) Is directly in charge of an electrical store and responsible for materials, ordering and purchasing; or
  - (3) Has worked for not less than one year as an electrical worker grade 3 or has the equivalent experience in the installation of electronics equipment and who, under the minimum supervision of a tradesperson or electronics serviceperson;
    - (A) Installs radio, communications and related equipment including antenna; or
    - (B) Installs fire alarm or security alarm equipment; or
    - (C) Installs, terminates and tests data and communication cabling; or
    - (D) Inspects and tests fire alarms or security alarm equipment involving a range of responsibility beyond that of a Grade 3 Electrical Worker and works without assistance and supervision;
  - (ii) **PROVIDED** that this person shall not undertake tasks requiring the skills of a tradesperson.
  - (iii) Included in this grade is the work of Storeman Grade II and Electronic Equipment Installer Level 2.
  - (iv) Definitions applying to this grade of worker prior to August 1st 2005  
Storeman Grade II
- (e) Electrical Worker Grade 5 – 100% of base rate
- (i) An Electrical Worker Grade 5 is employed to use the skills acquired through the training specified below and is an employee who:
 

Holds a trade certificate or tradesperson's rights certificate, in an electrical trade; or

An AQF Certificate Level 3 in Electrotechnology in one of the following:

    - Systems Electrician; or
    - Assembly and Servicing; or
  - (1) Has successfully completed an appropriate trade course or who has otherwise reached an equivalent standard of skills and knowledge in communications/electronics; or

An AQF Certificate Level 3 in Electrotechnology in one of the following:

- Building Services
- Communications
- Computer Systems
- Data Communications
- Entertainment and Servicing
- Scanning; or

- (3) Has successfully completed an appropriate instrumentation trade course; or an AQF Certificate Level 3 in Electrotechnology Instrumentation; or
- (4) Holds an appropriate electrical/refrigeration/air conditioning trade certificate; or an AQF Certificate Level 3 in Electrotechnology Refrigeration and Air-conditioning; or
- (5) Has successfully completed an appropriate trade course in linework or cable jointing, or an AQF Certificate Level 3 in Transmission Powerline or ESI Distribution Powerline; or has otherwise reached an equivalent standard of skills and knowledge.

(ii) Included in this grade is the work of:

- Electrical Tradesperson Level 1
- Electronic/Communications Serviceperson Level 1
- Instrument Tradesperson Level 1
- Refrigeration/Air Conditioning Tradesperson Level 1
- Linesperson / Cable Jointer Level 1

(iii) Definitions applying to this grade of worker prior to **August 1st 2005**

- Cable Jointer
- Electrical Mechanic
- Electrical Fitter and/or armature winder
- Linesman

- Television/Radio/Electronic Equipment Serviceman Grade 1
- Refrigeration Mechanic or Serviceman
- Shift Electrician
- Radio Mechanic
- Battery Fitter

(f) Electrical Worker Grade 6 – 105% of base rate

An Electrical Worker Grade 6 is an Electrical Worker Grade 5 who in addition:

- (i) Has successfully completed 3 appropriate training modules or 33% of the qualification specified for Grade 7 or its equivalent; or
  - (1) Equivalent structure in-house training relevant to the employer's business or enterprise as agreed between the parties to the award; and
  - (2) Acquired equivalent standard of skills as defined in Part IV – Wages and Related Matters, Clause 2(f)(i) as agreed between parties to the award through other means including a minimum of one year's experience as an Electrical Worker Grade 5; or
  - (3) Is employed to use the skills acquired through the training or experience specified.
- (ii) Included in this grade is the work of:
  - (1) Electrical Tradesperson Level 2
  - (2) Electronic / Communications Serviceperson Level 2
  - (3) Instrument Tradesperson Level 2
  - (4) Refrigeration/Air Conditioning Tradesperson Level 2
  - (5) Linesperson / Cable Jointer Level 2

(g) Electrical Worker Grade 7 – 115% of base rate

An Electrical Worker Grade 7 is an Electrical Worker Grade 5 who:

- (i) Has successfully completed a Post Trade Certificate or 9 appropriate modules towards an Advanced Certificate or AQF Diploma in Electrotechnology; or their equivalent; or

- An AQF Certificate Level IV in Electrotechnology, or
- has acquired the same standard of skills through other means including a minimum of two year's experience in the industry; and
- Is employed to use the skills acquired through the training and/or experience specified;

(ii) Included in this grade is the work of:

- (1) Electrician Special Class
- (2) Electronic/Communications Serviceperson Special Class
- (3) Instrument Tradesperson Special Class Refrigeration/Air Conditioning Tradesperson Special Class
- (4) Linesperson/Cable Jointer Special Class

(iii) Definitions applying to this grade of worker prior to August 1st 2005

**'Electrical Instrument Maker' and/or 'Repairer'**

(h) Electrical Worker Grade 8 – 125% of Base Rate

An Electrical Worker Grade 8 is an Electrical Worker Grade 5 who has successfully completed

- a Post Trade Certificate or 9 appropriate modules towards an Advanced Certificate or an AQF Diploma in Electrotechnology or their equivalent, or
- An AQF Certificate Level IV in Electrotechnology

In addition, has had not less than two year's experience as an Electrical Worker Grade 7 and is employed to use the skills acquired through the training and/or experience specified.

(i) Included in this grade is the work of:

- (1) Advanced Electrical Tradesperson Level 1
- (2) Advanced Electronic/Communications Serviceperson Level 1
- (3) Advanced Instrument Tradesperson Level 1
- (4) Advanced Electrical Tradesperson Powerline Level 1

- (ii) Definitions applying to this grade of worker prior to August 1st 2005  
Electrician Special Class

Television/Radio Electronic Equipment Serviceman Grade II

- (i) Electrical Worker Grade 9 – 130% of base rate

An Electrical Worker Grade 9 is an Electrical Worker Grade 5 who has successfully completed an appropriate Advanced Certificate or an AQF Diploma in Electrotechnology, or their formal equivalent and is employed to use the skills acquired through the training and/or experience specified.

- (i) Included in this grade is the work of:

- (1) Advanced Electrical Tradesperson Level 2
- (2) Advanced Electronic/Communications Serviceperson Level 2
- (3) Advanced Instrument Tradesperson Level 2
- (4) Advanced Refrigeration/Air Conditioning Tradesperson Level 2
- (5) Advanced Electrical Tradesperson Powerline Level 2

- (j) Electrical Worker Grade 10 – 145% of Base Rate

An Electrical Worker Grade 10 is an Electrical Contracting Industry Worker Grade 5 who has successfully completed an appropriate Associate Diploma or AQF Advanced Diploma or their formal equivalent and is employed to use the skills acquired through the training and/or experience specified.

- (i) Included in this grade is the work of:

- (1) Advanced Electrical Tradesperson Level 3
- (2) Advanced Electronic Serviceperson Level 3
- (3) Advanced Instrument Tradesperson Level 3
- (4) Advanced Refrigeration / Air Conditioning Tradesperson Level 3

- (k) AQF Qualifications

Where this award refers to AQF qualifications in

- Electrotechnology, or
- Electricity Supply Industry Transmission and Distribution,

the National Electrotechnology Training Packages or the Training Packages for the Electricity Supply Industry – Transmission and Distribution and the preferred training models to achieve those qualifications will be those determined from time to time by the ElectroComms and EnergyUtilities Industry Skills Council (EEISC) (trading as EE-Oz Training Standards) and endorsed by the National Training Framework Committee.

(l) Australian Qualifications Framework (AQF)

The Australian Qualifications Framework (AQF) provides a comprehensive, nationally consistent yet flexible framework for all qualifications in Australia. A qualification is defined as 'formal certification, issued by a relevant approved body, in recognition that a person has achieved learning outcomes or competencies relevant to identified individual, professional, industry or community needs'.

### **3. PAYMENT OF WAGES**

(a) Pay day

- (i) Except upon the termination of employment, all wages including overtime shall be paid weekly (or fortnightly by agreement) and shall be paid in the employers time on any day other than Friday, Saturday or Sunday in each week.
- (ii) Employers shall not hold more than two days wages in reserve.
- (iii) **PROVIDED** that in any week in which a public holiday occurs one day after the normal pay day, wages shall be paid in that week two days prior to such public holiday.
- (iv) By agreement between the employer and employee, wages may be paid by one of the following means:
  - Cash
  - Payment into the employees account by electronic funds transfer, without cost to the employee.

However, an employer may pay an employee weekly by cash without consultation.

- (b) An employee who is kept waiting for wages on pay day after the usual time for ceasing work, shall be paid at overtime rates for such hours kept waiting on that day. This clause will not apply if the late payment was for any reason beyond the control of the employer or the employee Adjustments of wages shall be rectified on the next pay day.
- (c) If an employee takes an RDO on a day which coincides with pay day, the employee shall be paid not later than the working day immediately following pay day. PROVIDED that, where the employer is able to make suitable arrangements, wages may be paid on the working day preceding pay day.
- (d) Where employees are paid by electronic funds transfer, if for any reasons beyond the control of the employer and the employee, the transfer of funds is not effected at the nominated day, the employer may advance the employee an agreed amount, to be repaid by the employee on the day the wages are credited to the employee's account. If the employee does not repay the money as required, the employer will be entitled to withhold the amount involved from the employee's future wages or other entitlements. If an error is made and the amount credited to the employees account exceeds the entitlement, the employee shall observe the procedure described in the preceding sentence. If the amount is less than the employee's entitlement, the employer shall pay by cash or cheque the amount of the shortfall.
- (e) Employee's first pay day
  - (i) On the first payday occurring during an employee's employment, the wages paid shall be whatever is due up to the completion of work on the previous day.
  - (ii) This paragraph shall not apply to employers who made a practice of allowing advances to employees approximating wages due.
- (f) Contents of pay slips

On or prior to pay day the employer shall provide each employee with a statement showing:

- (i) the name of the employee;
- (ii) the classification of the employee in accordance with the award, AWA, certified agreement or old IR agreement under which he or she is employed;
- (iii) the date on which the payment to which the pay slip relates is made;
- (iv) the period of days to which that payment relates;
- (v) if the employee is paid at an hourly rate of remuneration;

- (1) the ordinary hourly rate;
- (2) the number of hours in that period for which the employee was employed at that rate;
- (3) the amount of the payment made at that rate;
- (iv) if the employee is paid at another hourly rate of remuneration in addition to the ordinary hourly rate:
  - (1) that other rate, or those other rates, of remuneration;
  - (2) the number of hours in the period for which the employee was employed at the other rate or rates;
  - (3) the amount of the payment made at the other rates or rates;
- (vii) if the employee is paid at an annual rate of remuneration – that rate as at the latest date to which the payment relates;
- (viii) the gross amount of the payment;
- (ix) the net amount of the payment;
- (x) any amount included in the net amount of the payment that is by way of an allowance;
- (xi) the following details of each amount deducted from the gross amount of the payment:
  - (1) the purpose of each deduction;
  - (2) the name, or the name and number, of the fund or account into which the amount of the deduction was paid;
- (xii) if the award, AWA, certified agreement or old IR agreement provides for superannuation contributions to be made by the employer for the benefit of the employee:
  - (1) the amount of each contribution made for the benefit of the employee during the period to which the pay slip relates;
  - (2) the name of the fund to which that contribution was made.

#### **4. WAGES**

(a) Weekly wage rate

An employee is entitled to be paid the gross weekly rate of pay per week as defined in Part IV – Wages and Related Matters, Clause 4 – Wages, subclause (b) Gross weekly rate of pay.

(b) Gross weekly rate of pay

To calculate the gross weekly rate of pay the following shall be added together:

- The gross weekly ordinary all purpose rate of pay set out in the relevant Table of this award; and
- Applicable all purpose allowances set out in the relevant Table of this award.
- Applicable Special Allowances set out in the relevant Table of this award.

For the classification in which the employee is ordinarily employed.

(c) Gross weekly ordinary all purpose rate of pay

(i) To calculate an employee's gross weekly all purpose rate of pay, the following shall be added together

- The minimum weekly wage rate set out in the relevant Table of this award; plus
- Applicable all purpose allowances set out in the relevant Table of this award.

For the classification in which the employee is ordinarily employed.

(ii) The gross weekly ordinary all purpose rate of pay is payable for all purposes of the award and shall be included as appropriate when calculating payments for overtime, annual leave and personal leave, annual leave loading, Holidays with Pay and pro rata payments on termination.

(d) Ordinary hourly rate

(i) The ordinary hourly rate is calculated by dividing the gross weekly ordinary all purpose rate of pay by 38.

(ii) The ordinary hourly wage rate shall be paid for all purposes of this award.

(e) Calculation of weekly wage rates (RDO System)

An employee in any particular week of a work cycle shall be paid wages on the basis of an average of 38 ordinary hours per week in each work cycle so as to avoid fluctuations in the employees weekly pay.

- (i) Under the averaging system, the employee accrues a 'credit' each day the employee works actual ordinary hours in excess of the daily average, which would otherwise be 7 hours and 36 minutes.
- (ii) An employee will not accrue a credit for each day the employee is absent from duty other than on annual leave, long service leave, Holidays with Pay, paid personal leave, workers compensation, bereavement leave or jury service.
- (iii) An employee who is absent from duty for part of a day shall lose average pay for each hour or part thereof the employee is absent from duty at an hourly rate calculated by dividing the employee's average daily pay rate by 8.
- (iv) **PROVIDED** that when such an employee is absent from duty for a whole day the employee will not accrue a 'credit' as the employee would not have worked ordinary hours that day in excess of 7 hours 36 minutes for which the employee would otherwise have been paid. The amount by which an employee's average gross weekly rate of pay will be reduced when the employee is absent from duty (on other than an authorised absence) is to be calculated as follows:
  - Total of credits not accrued during cycle multiplied by the average weekly pay and divided by 38 hours.

(f) Calculation of apprentice wages

- (i) The minimum rate of wages for apprentices of an electrical mechanic shall be the total of the undermentioned percentages applied to the minimum weekly rate for the classification of Electrical Worker Grade 5 plus the appropriate percentage of the electricians licence allowance.

First Year	40%
Second Year	52%
Third Year	70%
Fourth Year	82%

The actual rates are set out in Table E.

## **5. SUPPORTED WAGE SYSTEM**

### (a) Eligibility Criteria

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

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

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

### (b) for the purposes of this subclause:

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

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

**PROVIDED** that the minimum amount payable shall be not less the \$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) Lodgement of assessment Instrument

- (i) All assessment instruments under the conditions of this subclause, including the appropriate percentage of the award wage to be paid to the employee, shall be lodged by the employer with the Registrar of the Tasmanian Industrial commission.
- (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 subclause shall be entitled to the same terms and conditions of employment as all other workers covered by this award who are paid on a pro rata basis.

(h) Workplace Adjustment

An employer wishing to employ a person under the provisions of this subclause shall take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

(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 subclause for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- (ii) During that trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined in accordance with paragraphs (d) and (e).
- (iii) The minimum amount payable to the employee during the trial period shall be no less than \$66 per week or such greater amount as is agreed from time to time between the parties.
- (iv) Work trials should include induction or training as appropriate to the job being trialed.
- (v) Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under paragraph (c) hereof

## **6. MINIMUM WAGE**

### (a) Minimum Wage

No employee shall be paid less than the minimum wage.

### (b) Amount of Adult Minimum Wage

(i) The minimum wage for full-time adult employees not covered by Part IV – Wages and Related Matters, Clause 5 - Supported Waged 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 subclause (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 subclause (b)(i) according to the number of hours worked.

### (c) How the Minimum Wage Applies to Juniors

(i) The wage rates provided for juniors by this award continue to apply unless the amount determined under subclause (c)(ii) is greater.

(ii) The minimum wage for an employee to whom a junior rate of pay applies is determined by applying the percentage in the junior wage rates clause applicable to the employee concerned to the relevant amount in subclause (b)(i)

### (d) Application of Minimum Wage to Certain Employees

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

### (e) Application of Minimum Wage to Award Rates Calculation

The minimum wage:

(i) applies to all work in ordinary hours;

- (ii) applies to the calculation of overtime and all other penalty rates, superannuation, payments during 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.

## **7. ALLOWANCES**

The monetary amounts for each allowance is listed in Tables C and D.

### (a) All purpose allowances

All-purpose allowances are payable for all purposes of the award and are part of the gross weekly ordinary all purpose rates of pay. The monetary amounts for each allowance are listed in Table C.

### (b) Special allowances

#### (i) Special allowances not cumulative

Where more than one of the disabilities set out in this clause entitles an employee to extra rates, the employer shall be bound to pay only one rate, namely the highest rate for the applicable disabilities.

#### (ii) Special allowances are not subject to penalty additions

The special rates in this clause shall be paid irrespective of the times at which the work is performed, and shall not be subject to any premium or penalty additions.

The monetary amounts for each allowance are listed in the relevant Table of this award.

### (c) All purpose allowances

#### (i) Attendance payment

An all purpose attendance payment of (\*) per week shall be paid for each and every week the full ordinary hours are worked - authorised absences excepted and unpaid absences not excepted.

(\*) See Table C for the amount to be paid.

#### (ii) Industry/special allowance (Applicable to employees of electrical contractors only)

An all purpose allowance of (\*) per week shall be paid as compensation for the following disabilities associated with out of the workshop work:

- (1) Climatic conditions when working in the open on all types of work.
- (2) The physical disadvantage of having to climb stairs or ladders.
- (3) The disability of dust and fumes blowing in the wind, brick dust and drippings from newly poured concrete.
- (4) Sloppy and muddy conditions associated with the initial stages of an on-site construction work.
- (5) The disability of working on all types of scaffolding, excluding swing scaffolding.
- (6) The lack of usual permanent amenities associated with factory work or workshop work.

(\*) See Table C for the amount to be paid.

- (iii) Electrical distribution line maintenance and tree clearing allowance (Applicable to employees of electrical contractors only)

An all purpose allowance of (\*) per week shall be paid to employees working for contractors engaged on tree clearing and work associated with the maintenance of Electrical Distribution Lines.

(\*) See Table C for the amount to be paid.

- (iv) Electrician's licence allowance

An electrical worker at Grade 5 and above who holds and in course of his or her duties may be required to use an 'A' Grade licence issued by the Hydro Electric Commission of Tasmania, shall be paid (\*) per week. This allowance shall be payable for all purposes of the award.

(\*) See Table C for the amount to be paid.

- (v) Tool allowance

A tool allowance of (\*) per week shall be paid for all purposes of the award to:

- (1) Electrical workers at Grade 5 and above
  - (2) Television/Radio/Electronic Equipment Servicemen, and Apprentices
- (\*) See Table C for the amount to be paid.

(vi) Leading hands

Leading hands in charge of:

- (1) Not less than three and not more than ten employees shall be paid (\*) per week extra.
- (2) More than ten and not more than twenty employees shall be paid (\*) per week extra.
- (3) More than twenty employees shall be paid (\*) per week extra.

(\*) See Table C for the amount to be paid.

(vii) Nominee for electrical contractors (Applicable to employees of electrical contractors only)

An 'A' Grade Licensed Electrical Mechanic who acts as a nominee for an Electrical Contractor shall be paid at least (\*) per week extra.

(\*) See Table C for the amount to be paid.

(d) Special allowances

(i) In charge of job allowance (Applicable to employees of electrical contractors only)

- (1) For employees engaged in the building and construction industry, a payment of (\*) per week extra shall be paid when an employee is left in charge of a job which is of a duration of two weeks or more, and is required to order materials for a job on which two employees (including the person receiving the extra payment) are engaged.
- (2) **PROVIDED** that the above additional amount is not payable to any employee receiving any of the leading hand rates set out in subclause 16.6.1(f) hereof.

(\*) See Table D for the amount to be paid.

(ii) First aid allowance

An employee who has been trained to render first aid and who is the current holder of appropriate first aid qualifications such as a certificate from the St. John's Ambulance or similar body shall be paid weekly an allowance of (\*) if the employee is appointed by the employer to perform first aid duty.

(\*) See Table D for the amount to be paid

(iii) Multi-storey allowance (Applicable to employees of electrical contractors only)

(1) Eligibility for multi-storey allowance

A multi-storey allowance shall be paid to all employees on site engaged in the construction of a multi-storey building as defined herein, to compensate for the disabilities experienced in and which are peculiar to the construction of a multi-storey building.

(2) Definition of multi-storey building

(A) For the purposes of this Part a multi-storey building is a building which will, when complete, consist of five or more storey levels.

(B) For the purposes of this clause a storey level means structurally completed floor, walls, pillars or columns, and ceiling (not being false ceilings) of a building and shall include basement levels and mezzanine or similar levels (but excluding **half floors** such as toilet blocks or store rooms located between floors).

(3) Multi-storey allowance

(A) Except as provided for in Part IV – Wages and Related Matters, Clause 7(d)(iii)(4) – Service cores, an allowance in accordance with Table D shall be paid to all employees on the building site. The second and subsequent allowance scales shall, where applicable, commence to apply to all employees when one of the following components of the building - structural steel, reinforcing steel, boxing or walls, rises above the floor level first designated in each such allowance scale.

(B) Floor level means that stage of construction which in the completed building would constitute the walking surface of the particular floor level referred to in the table of payments.

**PER HOUR  
EXTRA  
(\* )**

From commence of buildings to 15 <sup>th</sup> level	(* )
From 16 <sup>th</sup> level to 30 <sup>th</sup> level	(* )
From 31 <sup>st</sup> level to 45 <sup>th</sup> level	(* )
From 46 <sup>th</sup> level to 60 <sup>th</sup> level	(* )
From 61 <sup>st</sup> level onwards	(* )

(C) The allowance payable at the highest point of the building shall continue until completion of the building.

(4) Service cores

- (A) All employees employed on a service core at more than fifteen metres above the highest point of the main structure shall be paid the multi-storey rate appropriate for the main structure plus the allowance prescribed in Part IV, Clause 7(d)(iv) – Towers allowance calculated from the highest point reached by the main structure to the highest point reached by the service core in any one day period (i.e. for this purpose the highest point of the main structure shall be regarded as though it were the ground in calculating the appropriate towers allowance).
- (B) Employees employed on a service core no higher than fifteen metres above the main structure shall be paid in accordance with the Multi-storey allowance prescribed herein.
- (C) **PROVIDED** that any section of a service core exceeding fifteen metres above the highest point of the main structure shall be disregarded for the purpose of calculating the multi-storey allowance applicable to the main structure.

(\* ) See Table D for the amount to be paid.

(iv) Towers allowance

- (1) An employee working on a chimney stack, spire, tower radio or television mast or tower, air shaft (other than above ground in a multi-storey building), lift shaft, service shaft, cooling tower or silo, where the construction exceeds fifteen metres in height shall be paid for all work above fifteen metres, (\*) per hour, with (\*) per hour additional for work above each further fifteen metres.
- (2) **PROVIDED** that any similarly constructed building or a building not covered by Part IV, Clause 7(d)(iii)(2) – Definition of multi-storey building, which exceeds 15 metres in height may be covered by this subclause, or by Part IV, Clause 7(d)(iii)(2) – Multi-storey allowance, by agreement or where no agreement is reached, by determination of the Commission.

(\* ) See Table D for the amount to be paid.

(v) Meal money

- (1) An employee required to work overtime for two or more hours without being notified on the previous day or earlier that the employee will be required to work shall either be supplied with a meal by the employer or paid (\*) for the first meal and for each subsequent meal, but such payment need not be made to employees living in the same locality as their employment who can reasonably return home for meals.

- (2) Unless the employer advises an employee on the previous day or earlier that the amount of overtime to be worked will necessitate the partaking of a second or subsequent meal (as the case may be) the employer shall provide such second and/or subsequent meals or make payment in lieu thereof as prescribed in Part IV – Wages and Related Matters, Clause 7(d)(v)(1).
- (3) If an employee pursuant to notice has provided a meal or meals and is not required to work overtime or is required to work less than the amount advised the employee shall be paid as prescribed in Part IV – Wages and Related Matters, Clause 7(d)(v)(1) for meals which the employee has provided but which are surplus.

(\* ) See Table D for the amount to be paid.

(vi) Compensation for loss of tools

An employer shall compensate an employee by the payment of an allowance to replace tools lost by breaking and entering whilst securely stored at the employer’s direction in a room or building on the employer’s premises, job, workshop or in a lock-up to a maximum trade value as defined in Table D

**PROVIDED** that this clause shall not apply if the employer has requested the employee to supply the employer with a list of tools required to be kept on the job and the employee has not supplied such a list.

**8. SUPERANNUATION**

(a) Employers’ superannuation obligations

Employers bound by this award shall contribute to an approved industry superannuation fund in respect of each employee such contributions as required to comply with the *Superannuation Guarantee (Administration) Act 1992* and the *Superannuation Guarantee Charge Act 1992* as amended from time to time.

(b) Contributions to comply with the Superannuation Guarantee legislation are calculated as a percentage of ordinary time earnings on behalf of each eligible employee as follows:

<b>Financial Year</b>	<b>Percentage</b>
2002 - 2003 & beyond	9%

(c) **'Ordinary time earnings'** means the actual ordinary rate of pay the employee receives for ordinary hours worked including:

- all work related allowances such as tool allowance, industry allowance, licence and licence nominee allowances, service increments, electrical distribution and tree clearance allowance, attendance payment availability for duty allowance, service and maintenance allowance, installation allowance, shift loading, qualification allowances (e.g. first aid), district/location allowances, leading hand allowances, ordering materials, and supervisory allowances, plus;
- special rates including asbestos eradication allowance, multi storey allowances, towers allowance, disability allowances, silicate of cotton, slag, insulwool allowance, confined space allowance, dirt money, height money, bosun's chair/scaffold allowances, plus;
- travel allowances paid pursuant to clauses Part VII – Transfers, Travelling and Working Away from Usual Place of Work, Clause 2 – Travelling, Transport and Fares, subclauses (a), and (b), and paragraph (iii) of subclause (c)

The term includes any regular overaward pay as well as casual rates received for ordinary hours of work. All other allowances and payments are excluded. [Note: for the purposes of this subclause 'ordinary hours of work' includes ordinary hours of shiftwork where applicable].'

(d) Employees to sign application form for superannuation  
Employees shall upon commencement of employment complete and submit the signed application form for membership of the approved superannuation scheme to which the employer contributes.

(e) Superannuation definitions

For the purposes of this award approved industry superannuation schemes are CONNECT, Tasplan, or C+Bus; or the superannuation scheme for which exemption from the industry superannuation scheme has been granted by its Trustee.

**PART V - HOURS OF WORK, BREAKS, OVERTIME, SHIFTWORK  
AND WEEKEND WORK**

**1. HOURS OF WORK**

(a) Days of work for day workers

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

(b) Maximum daily hours

The ordinary hours of work prescribed by this clause shall not exceed 8 hours on any day.

(c) Spread of hours

The ordinary hours of work shall be 7.00 am to 6.00 pm.

(i) **PROVIDED** that the usual starting time and usual finishing time within the spread of hours shall not be varied except by agreement of the employer and individual employee or the majority of the employees concerned.

(ii) **PROVIDED FURTHER** that the spread of hours may be altered as to all or a section of the employees by agreement of the employer and the employee or majority of the employees.

(d) Ordinary hours of work

(i) Ordinary hours can be varied by agreement between the employer and the employees and the union to accommodate the hours of work required for the most efficient and safe operation of the enterprise and the requirements of their client.

(ii) The ordinary hours of work for day workers shall be an average of 38 per week to be worked on one of the following bases:

- (1) 38 hours within a work cycle not exceeding seven consecutive days; or
- (2) 76 hours within a work cycle not exceeding fourteen consecutive days;  
or
- (3) 114 hours within a work cycle not exceeding twenty one consecutive days; or
- (4) 152 hours within a work cycle not exceeding twenty eight consecutive days.

(e) Twelve hour shifts

- (i) By agreement between the employer, the union and the majority of employees concerned, ordinary hours not exceeding 12 on any day may be worked subject to:
  - (1) The employer and the employees concerned being guided by the Occupational Health and safety provisions of the ACTU Code of Conduct on 12 hours shifts.
  - (2) Proper health monitoring procedures being introduced.
  - (3) Suitable roster arrangements being made; and
  - (4) Proper supervision being provided.

(f) Late comers

- (i) An employer may select and utilise for time-keeping purposes, any fractional or decimal proportion of an hour, (not exceeding quarter of an hour), and may apply such proportion in the calculation of the working time of employees who, without reasonable cause, promptly communicated to the employer, report for duty after their appointed starting times or cease duty before their appointed finishing times.
- (ii) An employer who adopts a proportion for the aforesaid purpose shall apply the same proportion for the calculation of overtime.

(g) Implementation of 38 hour week

- (i) **PROVIDED** that the employer and the majority of the employees do not agree otherwise, the ordinary working hours shall be worked as a 19 day four consecutive week cycle of eight hours each Monday to Friday with a working day off in each cycle which will be taken on the days specified.
- (ii) **PROVIDED FURTHER** that where an employer and the majority of the employees concerned agree, the method of implementation of the 38 hour week may, in lieu of the above, be any one of the following:
  - (1) by employees working less than 8 ordinary hours each day; or
  - (2) by employees working less than 8 ordinary hours on one or more days in each week; or
  - (3) by employees working less than 8 ordinary hours on one or more days in each fortnight; or
  - (4) by fixing one weekday on which all employees will be off during a particular work cycle; or

- (5) 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.

(h) Rostered day off

(i) Notice of rostered day off

Where an employee, in accordance with subclause (g) hereof, is entitled to a day off during the employee's work cycle, such employee shall be advised by the employer at least four weeks in advance of the weekday the employee is to take off.

(ii) RDO not to coincide with public holiday

Where an employee's ordinary hours are arranged in accordance with subclause (g) hereof the weekday or part of the weekday taken off shall not coincide with a public holiday as prescribed in the Holidays with Pay or Holiday and Sunday work.

**PROVIDED** that where a public holiday is prescribed after an employee has been given notice of a weekday off, paragraph (iii) hereof shall apply.

(iii) Substitution of RDO

- (1) An employer may substitute the day an employee is to take off, in accordance with (g)(ii)(4) and (g)(ii)(5) hereof for another day and require the employee to work on that day off if such work is necessary to allow other employees to be employed productively or to carry out out-of-hours maintenance or because of unforeseen delays to a particular project or a section of it or for other reasons arising from unforeseen or emergency circumstances on a project.
- (2) **PROVIDED** that if a substitute day off is not granted, then the employee shall be paid in addition to the payment for the day off, for work performed in ordinary hours at the rate of time and a half, and for work outside ordinary hours, at the rate of double time.
- (3) An individual employee, with the agreement of the employer, may substitute the day the employee is to take off for another day.
- (4) Any substitute day off must be taken either in the current work cycle or in the next succeeding work cycle.

- (5) Where any employee, in accordance with (g)(ii)(4) and (g)(ii)(5) hereof is entitled to a day off during the employee's work cycle and that day off falls on a public holiday, as prescribed in the Holidays with Pay or holiday and Sunday work clause of the appropriate part of this award, the next working day shall be substituted as the day off unless an alternate day in that work cycle or the next succeeding work cycle is adopted by agreement between the employer and the employee.
- (6) In this sub clause reference to a day or working day shall also be taken as reference to a part day or part working day as the case may be and is appropriate.

(i) Rest intervals

Employees shall be allowed a rest interval of 10 minutes on each day between the time of commencing work and the usual meal interval. The rest interval shall be counted as part of time worked.

## **2. MEAL BREAKS**

(a) Duration and maximum time without a meal break

- (i) Meal breaks shall be at the discretion of the employer.

**PROVIDED** that such breaks shall not exceed 45 minutes.

- (ii) **PROVIDED FURTHER** that an employee shall not be compelled to work for more than six hours without a break for a meal. Where possible the normal meal break should be as near as practicable to the middle of the period of duty or shift in lieu thereof.

(b) Payment for work during meal break

- (i) Except as provided in (ii) hereof for all work done during the normal meal break and thereafter until a meal break is allowed time and a half rates shall be paid.
- (ii) Subject to the provisions of subclause (a) of this clause an employee employed on regular maintenance work shall work during meal breaks at the ordinary rates herein prescribed whenever instructed to do so for the purpose of making good breakdowns of plant or upon routine maintenance of plant which can only be done while such plant is idle.

### **3. OVERTIME**

- (a) Payment for working overtime
  - (i) For all work done outside ordinary hours, the rates of pay shall be time and a half for the first two hours and double time thereafter
  - (ii) Except as provided in subclause (b) of this clause in computing overtime each day's work shall stand alone.
- (b) Rest period after overtime
  - (i) An employee, other than a casual employee, who works continuous overtime from the time the employee would have ordinarily ceased work, shall have at least 10 consecutive hours off duty on completion of such overtime and shall not suffer loss of pay for any ordinary working time occurring during such off duty period.
  - (ii) **PROVIDED** that, if on the instructions of the employer, such an employee resumes or continues to work without having had such ten consecutive hours off duty the employee shall be paid at double rates until the employee is released from duty for such period and the employee shall then be entitled to be absent until the employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (c) Crib break
  - (i) An employee working overtime shall be allowed a crib time of twenty minutes without deduction of pay after each four hours of overtime worked if the employee continues work after such crib time.  
  
**PROVIDED** that where a day worker on a five-day week is required to work overtime on a Saturday the first prescribed crib time shall if occurring between 10am and 1pm be paid at ordinary rates.
- (d) Reasonable overtime
  - (i) Subject to paragraph (ii) hereof an employer may require an employee to work reasonable overtime at overtime rates other than employees employed in accordance with the provision of Part III – Employer and Employees' Duties, Employment Relationship and Related Arrangements, Clause 1 – Contract of Employment, paragraph (b)(x) Part-time employment - overtime.
  - (ii) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:

- (1) any risk to employee health and safety;
- (2) the employee's personal circumstances including any family responsibilities;
- (3) the needs of the workplace or enterprise.
- (4) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
- (5) any other relevant matter.

(e) Sunday and public holiday work

Double time shall be paid for work done on Sundays and double time and a half shall be paid for work on any of the Holidays with Pay prescribed in this award.

(f) Minimum payment

An employee required to work overtime on a Saturday, Sunday, Rostered Day Off or Public Holiday prescribed in this award, shall be paid a minimum of 4 hours at the appropriate penalty rate.

(g) Call back

- (i) An employee recalled to work overtime after leaving the employer's business premises or the jobs at which the employee is engaged (whether notified before or after leaving) shall be paid for a minimum of four hours' work at the appropriate rate for each time the employee is so recalled.
- (ii) This shall not apply where it is customary for an employee to return to work to perform a specific job outside normal working hours or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

(h) Rest break after call back

- (i) An employee who has been recalled shall have at least ten consecutive hours off duty after completing such recall (or, in the case of more than one recall between the employer's normal finishing time on one day and the normal starting time on the next succeeding day, the completion of the last recall in that time) and shall not suffer loss of any pay for any ordinary working time occurring during such off-duty period.

(ii) **PROVIDED** that, if on the instructions of the employer, such an employee resumes or continues to work without having had such ten consecutive hours off duty the employee shall be paid at double rates until the employee is released from duty for such period and the employee shall then be entitled to be absent until the employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

(i) Availability for duty

(i) Where an employee is on availability duty, the employee shall be paid an availability for duty allowance of (\*) and if required to work shall be paid at the appropriate rate for actual time worked.

The amount of the Allowance is set out in the appropriate Table.

(ii) For the purpose of this clause:

(1) **'Availability duty'** shall mean that the employee concerned shall be available to the employer by means of telephone at any time the employee is receiving the availability for duty allowance.

(2) **'Actual time worked'** shall mean the time taken from leaving the employee's home to return thereto and in the case of a single call out, the employee shall be paid for a minimum of two hours at the appropriate rate.

(iii) Rest Break After Availability Duty

(1) **PROVIDED** that an employee who is required to work Monday to Friday or part thereof between the hours of 1am to 5am inclusive, shall be afforded a rest period for all time spent working during that period. Such rest period to commence at the normal starting time on that day.

(2) **PROVIDED FURTHER** that such rest period be paid at ordinary time.

#### **4. SHIFT WORK**

(a) Definitions

For the purpose of this clause:

**'Rostered shift'** means any shift of which the employee concerned has had at least 48 hours notice.

**'Afternoon shift'** means any shift finishing after 6.00pm and at or before midnight.

**'Night shift'** means any shift finishing subsequent to midnight and at or before 8.00am

**'Continuous work'** means work carried on with consecutive shifts throughout the twenty four hours of each of at least five consecutive days without interruption except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the employer.

**'Day shift'** means a shift of 8 hours inclusive of crib time, commencing from 7.00 am or finishing at 6.00 pm, worked by an employee who is engaged on continuous shift work as defined herein.

(b) Hours - continuous shift work

- (i) This subclause shall only apply to shift workers on continuous work as hereinbefore defined.
- (ii) The weekly ordinary hours of such shift workers shall average 38 hours per week inclusive of crib time and shall not exceed 152 hours in 28 consecutive days.
- (iii) Subject to the following conditions, such shift workers shall work at such times as the employer may require:

- (1) a shift shall consist of not more than eight hours, inclusive of crib time.

**PROVIDED** that by mutual agreement between the employer and an employee or majority of employees concerned a shift can consist of up to 12 hours;

- (2) except at the regular change over of shifts an employee shall not be required to work more than one shift in each 24 hours;
- (3) twenty minutes shall be allowed to shift workers each shift for crib which shall be counted as time worked;
- (4) an employee shall not be required to work for more than 5 hours without a break for a meal.

(c) Hours – other than continuous work

- (i) This subclause shall apply to shift workers not on continuous work as hereinbefore defined.
- (ii) The weekly ordinary hours of work shall be an average of 38 per week, to be worked in one of the following shift cycles;

- (1) 38 hours within a period not exceeding 7 consecutive calendar days; or

- (2) 76 hours within a period not exceeding 14 consecutive calendar days; or
- (3) 114 hours within a period not exceeding 22 consecutive calendar days;  
or
- (4) 152 hours within a period not exceeding 28 consecutive days.

(iii) Subject to the following conditions, such shift workers shall work at such times as the employer may require:

- (1) A shift shall not exceed 8 hours of ordinary time work inclusive of crib time.

**PROVIDED** that by mutual agreement between the employer and an employee or majority of employees concerned a shift can consist of up to 12 hours.

- (2) Such ordinary hours shall be worked continuously except for crib time at the discretion of the employer.
- (3) Except at the regular change-over of shifts, an employee shall not be required to work more than one shift in each 24 hours.
- (4) An employee shall not be required to work for more than 5 hours without a break for crib time.

(d) Rosters

A shift roster shall specify the commencing and finishing times of ordinary working hours of the respective shifts.

(i) Variation of shift rosters

- (1) The method of working shifts may in any case be varied by agreement between the employer and the accredited representative of the union to suit the circumstances of the establishment.
- (2) The time of commencing and finishing shifts once determined may be varied by agreement between the employer and the accredited representative of the union to suite the circumstances of the establishment or in the absence of agreement by seven days notice of alteration given by the employer to the employees.

(e) Shift allowances

- (i) An employee whilst on afternoon or night shift shall be paid for such shift 15% more than the employee's ordinary rate.

- (ii) An employee who works on an afternoon or night shift which does not continue for at least five successive afternoons or nights shall be paid for such shift time and a half for the first three hours thereof and double time thereafter.
- (iii) An employee who:
  - (1) During a period of engagement on shift, works nights only; or
  - (2) Remains on night shift for a longer period than four consecutive weeks; or
  - (3) Works on a night shift which does not rotate or alternate with another shift or with day work so as to give him or her at least one third of his or her working time off night shift in each shift cycle.

Shall, during such engagement, period or cycle, be paid 30% more than his or her ordinary rate for all time worked during ordinary working hours on such night shift.

(f) Rate for working on Saturday shifts

The minimum rate to be paid to a shift worker for work performed between midnight on Friday and midnight on Saturday shall be time and a half. The extra rate is in substitution for and not cumulative upon the shift premiums prescribed in subclause (e) – Shift Allowances hereof.

(g) Rate for working on a Sunday and public holiday shifts

- (i) The rate at which continuous shift workers are to be paid for work on a rostered shift, the major portion of which is performed on a Sunday or public holiday, is double time.
- (ii) The rate at which shift workers on other than continuous work are to be paid for all time worked on a Sunday or public holiday is as follows:
  - (1) Sundays - at the rate of double time.
  - (2) Holidays with Pay - at the rate of double time and a half.
- (iii) Where shifts commence between 11.00pm and midnight on a Sunday or public holiday, the time so worked before midnight does not entitle the employee to the Sunday or public holiday rate for the shift. However, the time worked by an employee on a shift commencing before midnight on the day preceding a Sunday or public holiday shall be regarded as time worked on the Sunday or public holiday.
- (iv) Where shifts fall partly on a holiday, the shift that has the major portion falling on the public holiday shall be regarded as the holiday shift.

- (v) The extra rates in this subclause are in substitution for and not cumulative upon the shift premiums prescribed in subclause (e) – Shift Allowances hereof.
- (h) Overtime on shift work
    - (i) For all time worked in excess of or outside the ordinary working hours prescribed by this award or on a shift other than a rostered shift, a shift worker shall be paid:
      - (1) If employed on continuous work be paid at the rate of double time; or
      - (2) If employed on other shift work at the rate of time and a half for the first two hours and double time thereafter.
    - (ii) Except in each case where the time is worked:
      - (1) by arrangement between the employees themselves;
      - (2) for the purpose of effecting customary rotation on shifts; or
      - (3) on a shift to which an employee is transferred on short notice as an alternative to standing the employee off in circumstances, which would entitle the employer to deduct payment for a day in accordance with Part III – Employer and Employees’ Duties, Employment Relationship and Related Arrangements, Clause 3 – Termination of Employment, subclause (k) – Stand Downs.

**PROVIDED** that when not less than eight hours notice has been given to the employer by a relief worker that the employee will be absent from work and the employee whom the employee should relieve is not relieved and is required to continue to work on the employee’s rostered day off the unrelieved employee shall be paid double time.
    - (iii) Such extra rates shall be in substitution for and not cumulative upon the shift premiums.
  - (i) Rest period after shift work
    - (i) A shift worker, when going on shift, changing shift or returning to day work shall have at least 10 consecutive hours off duty on completion of the day work, shift and any overtime and shall not suffer any loss of pay for any ordinary time, or any ordinary shift time as is appropriate in the circumstances for any such off duty period.

- (ii) **PROVIDED** that, if on the instructions of the employer, such an employee resumes or continues to work without having had such 10 consecutive hours off duty, the employee shall be paid at double time rates until released from duty and shall then be entitled to 10 hours off duty and shall not suffer any loss of pay for any ordinary time, or any ordinary shift time as is appropriate in the circumstances, for any such off duty period.
- (j) Daylight saving
- (i) Notwithstanding anything contained elsewhere in this award, in any area where by reason of the Legislation of a State summer time is prescribed as being in advance of the Standard time of that State the length of any shift:
    - (1) commencing on or before the time prescribed by the relevant legislation for the commencement of a summer time period; and
    - (2) commencing on or before the time prescribed by such legislation for the termination of a summer time period, shall be deemed to be the number of hours represented by the difference between the time recorded by the clock at the beginning of the shift and the time so recorded at the end thereof, the time of the clock and each case to be set to the time fixed pursuant to the relevant State legislation.
  - (ii) In this subclause the expression standard time and summer time shall bear the same meanings as are prescribed by the relevant State legislation.

## PART VI - LEAVE OF ABSENCE AND HOLIDAYS WITH PAY

### 1. ANNUAL LEAVE

#### (a) Annual leave entitlements

- (i) An employee is entitled to leave of absence on full pay for a period equal to 4 weeks for each period of 12 months' service (less the period of leave) with the employer.
- (ii) The pay rate for annual leave is the employee's gross weekly rate of pay (less special allowances paid for fares and travelling, disabilities and reimbursement of expenses) at the time the employee takes the annual leave.
- (iii) An employee before going on leave shall be paid the amount of wages that would have been received in respect of ordinary time that would have been worked had they not been on leave during the relevant period, plus an annual leave loading of 17.5%.

#### (b) Payment for annual leave

- (i) For the purpose of this clause, wages shall be calculated by including the following where applicable:
  - (1) The gross weekly rate of pay as for the classification in which the employee was ordinarily employed immediately prior to the commencement of leave or the termination of employment, as the case may be.
  - (2) The rate prescribed for work in ordinary time by Part V – Hours of Work, Breaks, Overtime, Shift Work, Weekend Work, Clause 4 – Shift Work, according to the employee's roster or projected roster including Saturday and Sunday shifts.
  - (3) Any other rate to which the employee is entitled in accordance with the contract of employment for ordinary hours of work.

#### (c) Annual leave loading

- (i) During a period of annual leave an employee shall receive a loading calculated on the wages the employee would have received in respect of the ordinary time the employee would have worked prior to the commencement of leave or the termination of employment.
- (ii) The loading shall be 17.5% of the wages as prescribed in the preceding subclause.

- (iii) The loading prescribed above shall be paid on termination to an employee for the accrued annual leave entitlements he/she has accrued during previous twelve monthly periods as prescribed by this clause.
- (iv) The loading prescribed above shall not apply to proportionate annual leave entitlements gained within the qualifying twelve monthly period during which the termination took place.
- (v) **PROVIDED** that where the employee would have received shift loadings had the employee not been on leave during the relevant period and such loadings would have entitled the employee to a greater amount than the loading of 17.5% then the shift loadings shall be added to the rate of wage prescribed by this subclause in lieu of the 17.5% loading.
- (vi) **PROVIDED FURTHER** that if the shift loading would have entitled the employee to a lesser amount than the loading of 17.5% then such loading of 17.5% shall be added to the rate of wage prescribed by this subclause in lieu of the shift loadings.

(d) Annual leave for seven day shift workers

In addition to the leave herein before prescribed seven day shift workers, that is shift workers who are rostered to work regularly on Sundays and holidays shall be allowed seven consecutive days leave including non-working days.

(e) Taking Annual Leave

- (i) The employer and employee shall seek to reach agreement on the taking of annual leave at a mutually convenient time. In the absence of agreement, leave shall be given at a time fixed by the employer within a period not exceeding six months from the date when the right to annual leave accrued and after at least 14 days notice due to the employee.
- (ii) By agreement between the employer and employee an employee may take annual leave in two separate periods. The second period is to be taken within six months of the leave falling due.
- (iii) **PROVIDED** that an employee who works an average of 38 ordinary hours per week and is granted leave in two portions shall not be entitled to a greater number of rostered days off per year than an employee who is granted annual leave in only one portion.

(f) Accrued leave on termination

- (i) If after one week's continuous service in any qualifying twelve monthly period, an employee lawfully leaves the employment or the employment is terminated by the employer through no fault of the employee, the employee shall be paid at the appropriate rate of wage prescribed in Part IV subclause (4)(c) – Gross Weekly Rate of Pay for 2.923 hours for each completed week of continuous service. Continuous service is as defined in this clause.
- (ii) In addition to the provisions of paragraph (i) hereof an employee who has accrued annual leave entitlements during previous twelve monthly periods as prescribed by this clause shall be paid the cumulative entitlements upon termination.

(g) Annual leave loading entitlement on termination

During a period of annual leave an employee shall receive a loading calculated on the wages which would have been received in respect of the ordinary time that would have been worked prior to the commencement of leave or the termination of employment.

(h) Leave must be taken

An employee must take annual leave. However, if the employee leaves or is terminated, the employer must pay the employee any leave entitlement including a proportionate amount for each full month worked since the employee began working or last qualified for leave, calculated at 2.923 hours per week of service.

(i) Holidays with Pay falling within annual leave

- (i) If a public holiday falls within an employee's annual leave, as prescribed in this award, and is on a day which would have been an ordinary working day, then;
- (ii) Extra time equivalent to the public holiday is added to the employee's annual leave.

(j) Calculation of service with the employer for annual leave

- (i) 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 payment in lieu thereof has been allowed.
- (ii) The period of annual leave to be allowed under this clause shall be calculated to the nearest day, any broken part of a day in the result not exceeding half a day to be disregarded.

(iii) Where the employer is a successor, assignee or transferee of a business, if an employee was in the employment of the employer's predecessor at the time when they became such successor or assignee or transferee, service with the employer's predecessor shall be deemed to be service of the employer.

(k) Working whilst on annual leave

Except in accordance with all the requirements of this clause an employee shall not offer their services to any other employer during the period the employee is on paid annual leave and an employer shall not engage an employee who is on paid annual leave.

(l) Annual leave allowed before due time

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

(ii) Where annual leave or part thereof has been granted before the right to take it has accrued and the employee subsequently leaves before completing twelve months continuous service, and the amount paid by the employer to the employee for the annual leave taken exceeds the amount the employer is required to pay to the employee on termination, the employer shall not be liable to make any payment to the employee for annual leave and shall be entitled to deduct the amount of excess from any remuneration payable to the employee upon termination of employment.

(m) Annual close down

(i) An employer may by two months notice in writing declare that the establishment, project or business shall observe a complete Christmas - New Year close down, such employee shall:

**PROVIDED** that the employee has been employed continuously for one week or more, be entitled to leave on a pro rata basis for each week of continuous service and such an employee may be stood down for the duration of the close-down period.

**PROVIDED FURTHER** that any such employee shall be paid for all Holidays with Pay occurring during the close-down period.

(ii) Close-down shall be deemed to mean a period of not less than four consecutive weeks, inclusive of Holidays with Pay, commencing not earlier nor later than one clear working day before Christmas Day.

**PROVIDED** that the close-down period may not extend for longer than three consecutive weeks, exclusive of Holidays with Pay, where the employees agree with their employer that annual leave may be taken in two periods.

(n) Annual leave records

Every employer shall keep or cause to be kept an annual leave record showing the date of commencement of employment, the date on which the last leave became due, and the date upon which the last leave was taken.

## **2. HOLIDAYS WITH PAY**

(a) Employees on weekly hiring shall be entitled to the following Holidays with Pay without loss of pay:

- New Year's Day
- Australia Day
- Good Friday
- Easter Monday
- Queen's Birthday
- Eight Hour Day
- Anzac Day
- Christmas Day
- Boxing Day
- Hobart Regatta Day (South of Oatlands) or first Monday in November (Where Regatta Day is not observed)
- Show Day

(b) Additional Holidays with Pay in a State/Territory or locality

- (i) Where in Tasmania or a locality within Tasmania an additional Public Holiday is proclaimed or gazetted by the authority of the Commonwealth Government or of Tasmanian Government and such proclaimed or gazetted holiday is to be observed generally by persons throughout the State or a locality thereof; or when such a proclaimed or gazetted day is , by any required judicial or administrative order, to be so observed then such day shall be deemed to be a holiday for the purposes of this award, for employees covered by this award who are employed in the State, or locality in respect of which the holiday has been proclaimed or ordered as required.
- (ii) By agreement between the employer and the employee, other days may be substituted for the said days.
- (iii) Where an employee is absent on an ordinary working day before or after a Public Holiday without reasonable excuse or without the consent of the employer, the employee shall not be entitled to payment for such holiday.

### **3. PERSONAL LEAVE**

The provisions of this apply to employees other than casuals. The entitlements to casual employees are set out in subclause (f) – Casual Employees – Caring Responsibilities.

(a) Amount of paid personal leave

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

- (1) Personal illness or injury (sick leave) 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 (carer's leave); or
- (3) bereavement on the death of an immediate family or household member (bereavement leave).

(ii) The amount of personal leave to which an employee is entitled is as follows

Seven days in the first six months and then five additional days in the second six months shall be available in the first year of employment;

Twelve days at the beginning of the employees second and each subsequent year, which shall commence on the anniversary of engagement

In any year unused personal leave accrues at the rate of the lesser of:

Ten days less the amount of sick leave and carer's leave taken from the current year's personal leave entitlement in that year; or

the balance of the year's unused personal leave.

(b) Immediate family or household

(i) The entitlement to use personal leave for the purpose of carer's or bereavement leave is subject to the person being either:

- a member of the employee's immediate family; or
- a member of the employee's household

(ii) The term immediate family includes:

- (1) 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 who lives with the employee on a bona fide domestic basis; and

- (2) Child or 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.

(c) Sick leave

- (i) An employee during the first year of employment with an employer shall be entitled to use personal leave as sick leave, on account of personal illness or injury other than that covered by workers compensation, at the rate of five days in the first six months and five days in the second six months.
- (ii) On application by the employee during the sixth month of employment, and subject to the availability of an unclaimed balance of sick leave, the employee shall be paid for any sick leave taken during the first five months and in respect of which payment was not made.

**PROVIDED** that an employee who has completed one year of continuous employment shall be credited with a further 10 days sick leave entitlement at the beginning of the employee's second and subsequent years, which shall commence on the anniversary of engagement

- (iii) An employee is entitled to use accumulated personal leave for the purpose of sick leave where the current year's sick leave entitlement has been exhausted.
- (iv) An employee shall within 24 hours of the commencement of such sick leave inform the employer of the employee's inability to attend for duty, and as far as practicable state the nature of the injury or illness and the estimated duration of the absence.
- (v) An employee shall prove to the employer's satisfaction that the employee was unable on account of such illness or injury to attend for duty on the day or days for which sick leave is claimed.
- (vi) The employee shall be entitled to take leave for part of a day as well as for a full day or more.
- (vii) In the case of an employee who claims to be allowed paid sick leave in accordance with this clause for an absence of one day only such employee if in the year the employee has already been allowed paid sick leave on two occasions for one day only, shall not be entitled to payment for the day claimed unless the employee produces to the employer within 48 hours a certificate of a duly qualified medical practitioner that in the medical practitioner's opinion, the employee was unable to attend for duty on account of personal illness or on account of injury.

**PROVIDED** that an employer may agree to accept from the employee a Statutory Declaration, stating that the employee was unable to attend for duty on account of personal illness or injury in lieu of a medical certificate.

- (viii) Where an employee is sick or injured on an RDO the employee shall not be entitled to sick pay in addition to the normal weekly pay nor will the employee's sick leave entitlement be reduced as a result of the sickness or injury that day.
- (ix) Any sick leave for which an employee may become eligible under this award by reason of service with one employer shall not be cumulative upon sick leave for which the employee may become eligible by reason of subsequent service with another employer.
- (x) If an employee is terminated by the employer and is re-engaged by the same employer within a period of six months, then the employee's unclaimed balance of sick leave shall continue from the date of re-engagement. In such cases the employee's next year of service will commence after a total of twelve months has been served with the employer, excluding the previous period of employment or the anniversary of the commencement of the previous period of employment, as the case may be.

(d) Bereavement Leave

- (i) An employee (other than a casual) is entitled to use up to two days paid personal leave as bereavement leave on the death within Australia of a member of the employee's immediate family or household. Such leave shall be up to and including the day of the funeral of such family or household (or where made necessary because of travel arrangements, the day after the funeral).
- (ii) On the production of satisfactory evidence of the death outside of Australia of an employee's immediate family or household where such employee travels outside of Australia to attend the funeral, the employee shall be entitled to two days bereavement leave.

**PROVIDED** that, with the consent of the employer, which will not be unreasonably withheld, an employee shall in addition be entitled to up to ten working days' unpaid leave bereavement leave in respect of the death within Australia or overseas of a member of the employee's immediate family or household to whom the clause applies.

- (iii) Proof of such death shall be furnished by the employee to the satisfaction of the employer.
- (iv) An employee may take unpaid bereavement leave by agreement with the employer.

(e) Carer's leave

- (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 (e)(i), beyond the limit set out in paragraph (e)(i). In such circumstances, the employer and the employee shall agree upon the additional amount that may be accessed.
- (iii) 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.
- (iv) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reason for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.
- (v) 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 subclause (e) is met.
- (vi) In normal circumstances an employee shall not take carer's leave under this clause where another person has taken leave to care for the same person.

(f) Casual Employees - Caring responsibilities

- (i) Subject to the evidentiary and notice requirements in subclause (e), casual employees are entitled to not be available to attend work, or to leave work:

- (1) 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; or
  - (2) 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. The casual employee is 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. 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 otherwise agreed between employee and employer, and consistent with the provisions of this clause

- (i) An employee will give at least four weeks' notice prior of their intention to return to work after a period of parental leave or part time work in accordance with this clause.
- (ii) An employee will be entitled to the position which they held immediately before proceeding on parental leave or part time work. In the case of an employee transferred to a safe job pursuant to 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 (l)(i)(1).

**5. JURY SERVICE**

(a) Payment for jury service

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

(b) Proof of and notification of jury service

- (i) An employee shall notify the employer as soon as possible of the date upon which they are required to attend for jury service.
- (ii) Further the employee shall give the employer proof of attendance in the form of a Sheriff's Certificate showing the duration of such attendance and the amount received in respect of such jury service.

**PART VII - TRANSPORT, TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK**

**1. DISTANT WORK**

Where an employee is required in the course of employment to be absent overnight, the employer shall arrange and pay for accommodation, meals and all out-of-pocket expenses (including travel expenses) reasonably incurred by such employee.

**2. TRAVELLING, TRANSPORT AND FARES**

(a) Travel time allowance

All employees shall be paid an allowance of (\*) for each day on which they present themselves for work. The allowance shall also be paid for rostered days off as provided in Part V – Hours of Work, Breaks, Overtime, Shift Work, Weekend Work, Clause 1 – Hours of Work.

(\*) See Table D for the amount to be paid.

(b) Travel time allowance – apprentices

Apprentices shall be paid the following percentages of the rate prescribed in subclause (a) hereof as follows:

1 <sup>st</sup> Year Apprentice	42 per cent
2 <sup>nd</sup> Year Apprentice	55 per cent
3 <sup>rd</sup> Year Apprentice	75 per cent
4 <sup>th</sup> Year Apprentice	88 per cent

(\*) See Table D for the amount to be paid.

(c) Travel allowance for start/finish on site

When required by the employer to start and/or cease work on the job site, employees shall be entitled to the following allowances as appropriate.

- (i) Where the job site is situated up to 50 km from the employer's registered office or depot(s) - an amount per day; or
- (ii) Where the job site is situated more than 50 kms from the employer's registered office or depot(s) - the amount per day for the first 50 km as prescribed by paragraph (i) hereof, plus a payment for travelling time for each occasion the distance in excess of 50 km is travelled either to start work on the job site or after ceasing work on the job site, with a minimum payment of a quarter of an hour, plus payment for incidental expenses actually incurred.

- (iii) Where the employer offers to provide transport free of charge, whether from the employee's home or the employer's registered office or depot(s) - an amount of (\*) per day.
- (iv) For the purpose of this clause an employer shall not have more than one registered office or depot within a 50 km radius.
- (v) When the employee is required to start and finish work at the employer's registered office or depot the allowances prescribed in this subclause are not payable.

(\*) See Table D for amount to be paid.

(d) Motor vehicle allowance

Employees who in the service of their employer use their own vehicles at the request of their employer shall be paid an amount of (\*) per kilometre.

(\*) See Table D for amount to be paid.

(e) Travelling expenses

(i) Fares

The employer shall arrange and pay for economy air fare.

(ii) Accommodation and lodging

(1) The employer shall arrange and pay for accommodation and lodging in a well kept establishment able to provide breakfast and an evening meal, adequate furnishings together with appropriate bedding, floor coverings, lighting, heating in either a single room or a twin room and with hot and cold running water.

(2) **PROVIDED** that an employee engaged on a construction project for which another award of this Commission applies in respect of the majority of the workforce employed thereon shall be provided with accommodation in accordance with the provisions of such award in place of the preceding paragraph.

(iii) Meals

For all meals not included in the cost of fares or accommodation arranged by the employer an allowance of (\*) per meal shall be paid to the employee.

(\*) See Table D for the amount to be paid.

**PART VIII - OCCUPATIONAL HEALTH & SAFETY MATTERS, EQUIPMENT,  
TOOLS AND AMENITIES**

**1. EQUIPMENT AND TOOLS**

Compensation for damage to clothing and tools

Compensation or replacement to the extent of the damage sustained, shall be made where in the course of the work tools are damaged or destroyed by fire, acid, sulphur or other deleterious substances.

**2. WORK IN THE HEAT/INCLEMENT WEATHER**

(a) Definition of work in the heat

**'Work in the heat'** shall mean extremes of high temperature by virtue of which it is either not reasonable or not safe for employees exposed thereto to continue working while such conditions prevail.

(b) Parties to confer over work in the heat

The employer, or its representative, shall when requested by the employees or a representative of the employees confer within a reasonable period of time which shall not exceed 30 minutes for the purpose of determining whether or not the conditions referred to in this clause shall apply.

(c) Employees may be transferred due to heat

Employees may be transferred from one location where it is not reasonable or not safe to work due to the extremes of heat, to another location where it is reasonable and safe to work.

(b) Payment for lost time due to heat

(i) An employee shall be entitled to payment by the employer for ordinary time lost through extremes of heat referred to in this clause.

(ii) An employee shall not be entitled to payment for time lost during extremes of heat as provided or in this clause unless the employee remains on the job until the provision set out in this clause has been observed.



## ELECTRICAL ENGINEERS AWARD (TASMANIA) WAGES SCHEDULE

**TABLE A - Applicable to all employees of electrical contractors only**

Gross Weekly All Purpose Wage (Operative Date from the first pay period on or after 1 August 2008)

Grade	Relativity	Base Rate	Special Payment	Minimum Weekly Rate	Attendance Pay	Industry Allowance	Tool Allowance	Gross Weekly All-purpose Wage	"A" Grade Licence Allowance	Gross All-purpose incl "A" Grade Allowance
1	80	<b>554.50</b>	49.50	<b>604.00</b>	<b>14.70</b>	<b>23.50</b>		<b>642.20</b>		
2	85	<b>575.00</b>	48.30	<b>623.30</b>	<b>14.70</b>	<b>23.50</b>		<b>661.50</b>		
3	90	<b>596.20</b>	46.40	<b>642.60</b>	<b>14.70</b>	<b>23.50</b>		<b>680.80</b>		
4	95	<b>617.00</b>	44.90	<b>661.90</b>	<b>14.70</b>	<b>23.50</b>		<b>700.10</b>		
5	100	<b>639.90</b>	43.30	<b>683.20</b>	<b>14.70</b>	<b>23.50</b>	17.70	<b>739.10</b>	<b>20.20</b>	<b>759.30</b>
6	105	<b>660.80</b>	41.70	<b>702.50</b>	<b>14.70</b>	<b>23.50</b>	17.70	<b>758.40</b>	<b>20.20</b>	<b>778.60</b>
7	115	<b>700.50</b>	36.60	<b>737.10</b>	<b>14.70</b>	<b>23.50</b>	17.70	<b>793.00</b>	<b>20.20</b>	<b>813.20</b>
8	125	<b>742.20</b>	35.50	<b>777.70</b>	<b>14.70</b>	<b>23.50</b>	17.70	<b>833.60</b>	<b>20.20</b>	<b>853.80</b>
9	130	<b>723.10</b>	33.90	<b>797.00</b>	<b>14.70</b>	<b>23.50</b>	17.70	<b>852.90</b>	<b>20.20</b>	<b>873.10</b>
10	145	<b>823.60</b>	29.30	<b>852.90</b>	<b>14.70</b>	<b>23.50</b>	17.70	<b>908.80</b>	<b>20.20</b>	<b>929.00</b>

**Note:**

1. If an employee is entitled to be paid any all purpose allowance in addition to those referred to in this Table (see Part IV Clause 7(c)) then those allowances shall be added to form part of the gross weekly all purpose weekly wages.
2. Casual employees shall be paid 20% in addition to the above (see Part III Clause 1(c))

**ELECTRICAL ENGINEERS AWARD (TASMANIA) WAGES SCHEDULE**

**TABLE B - Applicable to all employees not employed by an electrical contractor**

Gross Weekly All Purpose Wage (Operative Date from the first pay period on or after 1 August 2008)

<b>Grade</b>	<b>Relativity</b>	<b>Base Rate</b>	<b>Special Payment</b>	<b>Minimum Weekly Rate</b>	<b>Attendance Pay</b>	<b>Tool Allowance</b>	<b>Gross Weekly All-purpose Wage</b>	<b>"A" Grade Licence Allowance</b>	<b>Gross All-purpose incl "A" Grade Allowance</b>
1	80	<b>554.50</b>	49.50	<b>604.00</b>	<b>14.70</b>		618.70		
2	85	<b>575.00</b>	48.30	<b>623.30</b>	<b>14.70</b>		638.00		
3	90	<b>596.20</b>	46.40	<b>642.60</b>	<b>14.70</b>		657.30		
4	95	<b>617.00</b>	44.90	<b>661.90</b>	<b>14.70</b>		676.60		
5	100	<b>639.90</b>	43.30	<b>683.20</b>	<b>14.70</b>	17.70	715.60	<b>20.20</b>	735.80
6	105	<b>660.80</b>	41.70	<b>702.50</b>	<b>14.70</b>	17.70	734.90	<b>20.20</b>	755.10
7	115	<b>700.50</b>	36.60	<b>737.10</b>	<b>14.70</b>	17.70	769.50	<b>20.20</b>	789.70
8	125	<b>742.20</b>	35.50	<b>777.70</b>	<b>14.70</b>	17.70	810.10	<b>20.20</b>	830.30
9	130	<b>723.10</b>	33.90	<b>797.00</b>	<b>14.70</b>	17.70	829.40	<b>20.20</b>	849.60
10	145	<b>823.60</b>	29.30	<b>852.90</b>	<b>14.70</b>	17.70	885.30	<b>20.20</b>	905.50

**Note:**

1. If an employee is entitled to be paid any all purpose allowance in addition to those referred to in this Table (see Part IV Clause 7(c)) then those allowances shall be added to form part of the gross weekly all purpose weekly wages.
2. Casual employees shall be paid 20% in addition to the above (see Part III Clause 1(c))

## ELECTRICAL ENGINEERS AWARD WAGES SCHEDULE

### TABLE C – All Purpose Allowances

(Operative from first pay period on or after 1 August 2008)

CLAUSE		\$
Part IV, Clause 7 (c)(v)	Tool Allowance per week	17.70
Part IV, Clause 7 (c)(vi)	Licence Allowance per week	<b>20.20</b>
Part IV, Clause 7 (c)(vii)	Leading Hands Allowance per week	
	Leading Hands in charge of:	
	- 3-10 employees	<b>28.50</b>
	- 11-20 employees	<b>39.20</b>
	More than 20	<b>53.80</b>
Part IV, Clause 7 (c)(iii)	Electrical Distribution & Tree Clearance Allowance per Week	<b>49.10</b>
Part IV, Clause 7 (c)(ii)	Industry Allowance per week	<b>23.50</b>
Part IV, Clause 7 (c)(i)	Attendance Payment per week	<b>14.70</b>
Part IV, Clause 7 (c)(viii)	Nominee Allowance per week	<b>47.20</b>

**TABLE D – Special Allowances**

(Operative from first pay period on or after 1 August 2008)

<b>CLAUSE</b>		<b>\$</b>
Part IV, Clause 7 (d)(i)	Ordering Materials (in charge of job)	<b>12.50</b>
Part IV, Clause 7 (d)(ii)	First Aid Allowance per week	<b>12.80</b>
Part IV, Clause 7 (d)(iii)	Multi Storey Allowance per hour	
	0 - 15 floors	<b>0.44</b>
	16 - 30 floors	<b>0.56</b>
	31 - 45 floors	<b>0.84</b>
	46 - 60 floors	<b>1.03</b>
	More than 60 floors	<b>1.33</b>
Part IV, Clause 7 (d)(iv)	Towers Allowance per hour	<b>0.56</b>
Part IV, Clause 7 (d)(v)	Meal Money	<b>14.60</b>
Part V, Clause 3 (i)(i)	Availability for duty per week	<b>60.50</b>
Part IV, Clause 7 (d)(vi)	Compensation for loss of Tools	396.52
Part VII, Clause 2	Fares & Travel Allowance	
Part VII, Clause 2(a)	Travel Time Allowance per day	4.41
Part VII, Clause 2(b)	Travel Time Allowance Apprentice per day	
	- 1 <sup>st</sup> Year	1.85
	- 2 <sup>nd</sup> Year	2.43
	- 3 <sup>rd</sup> Year	3.32
	- 4 <sup>th</sup> Year	3.89
Part VII, Clause 2(c)(i)	Up to 50 km from reg. Office per day	10.08
Part VII, Clause 2(c)(ii)	Job site more than 50/Km from Reg. Office - per day	9.47
Part VII, Clause 2(c)(iii)	Employer offers/provides transport per day	2.69
Part VII, Clause 2(d)	Motor vehicle allowance per km	0.70
Part VII, Clause 2(e)(iii)	Travelling Expenses (per meal)	<b>14.60</b>

## ELECTRICAL ENGINEERS AWARD (TASMANIA) WAGES SCHEDULE

**Table E – *Apprentice Rates***

**Gross Weekly All Purpose Wage**

(Operative Date from the first pay period on or after 1 August 2008)

Year	Relativity	Minimum Weekly Wage	Tool Allowance	Electricians Licence Allowance	Gross All-Purpose Per Week	Travel Time Per Day	Travel Allow Own Transport per Day <sup>8</sup>	Travel Allowance Provided Per Day <sup>9</sup>
0	40	<b>273.30</b>	17.70	<b>8.09</b>	<b>299.09</b>	1.85	10.08	2.69
2	52	<b>355.30</b>	17.70	<b>10.50</b>	<b>383.50</b>	2.43	10.08	2.69
3	70	<b>478.20</b>	17.70	<b>14.14</b>	<b>510.04</b>	3.32	10.08	2.69
4	82	<b>560.20</b>	17.70	<b>16.56</b>	<b>594.46</b>	3.98	10.08	2.69

**Note:**

8. Apprentices required to start and/or finish work on site, providing own transport, and the work site is between 0-50km from the employer's registered office or depot are entitled to Travel Allowance for each day they work on site.
- 9 Where the employer offers to provide transport free of charge, whether from the employee's home or from the employer's registered office or depot, employees are entitled to Travel Allowance for each day they work on site.

## APPENDIX A

### DEFINITIONS OF OLD GRADES OF WORK

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

**'Cable jointer'** means an adult employee employed as a jointer of underground cables or employed fixing or repairing underground services in pipes.

**'Electrical fitter and/or armature winder'** means a fitter mainly engaged in making, fitting, or repairing electrical machines, instruments or appliances, who in the course of his work applies electrical knowledge.

**'Electrical instrument maker and/or repairer'** means an adult employee employed in an electrical supply undertaking who is required to design, test, repair, and build electrical measuring and/or recording appliances and/or instruments (not including consumers' meters) and carry out experiments on same in workshops/laboratory.

**'Electrical mechanic'** means a tradesman mainly engaged on electrical installation, repair and maintenance work.

**'Electrician, special class'** means an electrical fitter or electrical mechanic who is mainly engaged on complex or intricate circuitry or both, the performance of which work requires the use of "additional knowledge" as herein defined. For the purpose of this definition, "additional knowledge" means knowledge in excess of that gained by the satisfactory completion of the appropriate technical college trade course which has been acquired by the tradesman by virtue of his:

- (i) having had not less than 2 years on-the-job experience as a tradesman working mainly on such complex or intricate circuitry work as will enable the tradesman to perform such work unsupervised where necessary and practicable; and
- (ii) having, by virtue of either the satisfactory completion of a prescribed post trade course in industrial electronics or the achievement of a comparable standard of knowledge by other means including the on-the-job experience referred to in paragraph (i) hereof, gained a sufficient comprehension of such complex or intricate circuitry work as will enable the tradesman to examine, diagnose and modify systems comprising inter-connected circuits.

For the purpose of this definition the following course is deemed to be the prescribed post trade course in industrial electronics –

The Industrial Electronics Course of the Technical Education Department of Tasmania, or such other approved course conducted by educational institutions in other States of Australia.

**'Licence nominee'** means an 'A' grade electrical tradesman who acts as the licence nominee for an electrical contractor and is nominated on the HEC electrical contracting licence.

**'Linesman'** means an adult employee qualified as an electrical tradesman engaged erecting, fixing, maintaining or repairing overhead conductors or electrical apparatus or fixing service cut-out boxes or supports for meters.

**'Linesman's assistant'** means an adult employee engaged in assisting a linesman.

**'Radio mechanic'** means an employee solely engaged in repairing or assembling radio sets and public address systems.

**'Refrigeration mechanic or serviceman'** means an adult employee engaged on the installation, repair and maintenance work on all types of electrically operated refrigeration units.

**'Shift electrician'** means an electrician of at least 5 years' experience, who is in charge of a generating station or rotary converter sub-station during his shift and is not constantly under the supervision of a superior officer.

**'Storeman (Grade II)'** means a storeman working singly and/or a storeman who has control of an isolated store where no direct supervision is exercised and is responsible for receipt, controls, issues and stock checking of goods and/or material, notation, and preparation of necessary documents.

**'Television/radio electronic equipment serviceman' –**

**GRADE I:** means an adult who has completed an appropriate trades course or who has achieved an equivalent standard of skill and knowledge and who is engaged on routine servicing work which requires no more than the application of the general trade experience gained through apprenticeship or equivalent training on that work.

**GRADE II:** means an adult who has completed an appropriate trades course which includes instruction in colour television or who has achieved an equivalent standard of skill and knowledge through his experience in the industry or through a special course of tuition and is required to diagnose and rectify faults in television and radio equipment or other electronic equipment or apparatus.