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**TASMANIAN INDUSTRIAL COMMISSION**

**Industrial Relations Act 1984**

s23 application for award or variation of award

**Tasmanian Trades and Labor Council**

(T12940 of 2007)

Private Sector Awards

Public Sector Awards

**FULL BENCH:**

PRESIDENT P L LEARY

DEPUTY PRESIDENT P C SHELLEY

COMMISSIONER T J ABEY

**Wage Rates – State Wage Case 2007 – application amended - application to vary private and public sector awards – award wage rates to be increased by \$22.70 per week - wage related allowances to be increased by 3.8% – meal allowance increased to \$14.10 - State Minimum Wage rate determined at \$527.10 - s.35(1)(b) – operative date ffpp 1 August 2007**

**IMPACT FERTILISERS ENTERPRISE AWARD**

**ORDER -**

**No. 1 of 2007  
(Consolidated)**

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

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## **PART I – APPLICATION AND OPERATION OF THE AWARD**

### **1. TITLE**

This award shall be known as the "Impact Fertilisers Enterprise Award".

### **2. ARRANGEMENT**

This award shall be arranged as follows:

<u>SUBJECT MATTER</u>	<u>CLAUSE NO.</u>
<b>Part 1- Application and Operation of the Award</b>	
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<b>Part IV – Allowances</b>	
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Shift Allowance	3
Special Rates	4
<b>Part V - Hours of Work, Penalty Payments, Shift Work and Overtime</b>	
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### **Part VIII - Occupational Health and Safety, Tools and Amenities**

Damage to Tools & Clothing	1
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### **Part IX - Award Compliance and Union Related Matters**

Right of Entry of Union Officials	1
Time and Wages Record	2

## **3. SCOPE, PURPOSE AND BACKGROUND OF AWARD**

This award is established in respect to the production and manufacture of fertiliser or other products by Impact Fertilisers Pty. Ltd.

## **4. APPLICATION OF AWARD AND AWARD INTEREST**

This award applies to the Company's Hobart (Derwent Park) site.

This award replaces and supersedes any awards previously having application.

This award applies to all employees for whom a classification appears in this award.

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

The Australian Workers Union, Tasmania Branch;

The Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union.

The following employer organisation has an interest in this award under Section 63(10) of the *Industrial Relations Act 1984*:

The Australian Mines and Metals Association (Incorporated).

The following organisation is deemed to have an interest in this award pursuant to Section 62 (2) of the *Industrial Relations Act 1984*:

The Tasmanian Chamber of Commerce and Industry Limited.

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The following organisation is deemed to have an interest in this award pursuant to Section 62(3) of the *Industrial Relations Act 1984*:

The Tasmanian Trades and Labor Council.

## **5. DATE OF OPERATION**

This award shall come into operation from the first full pay period on or after 1 August 2007.

## **6. SUPERSESION**

This award incorporates and supersedes the Impact Fertilisers Enterprises Award No. 1 of 2004 (Consolidated), and No. 1 of 2006.

# **PART II – EMPLOYMENT RELATIONSHIP AND ASSOCIATED MATTERS**

## **1. TERMS OF ENGAGEMENT**

- (a) The purpose of this award is to substantially form the contract of employment for employees subject to this award and where practicable reflect the existing customs and practices which are currently in place so that employees are no worse off considered as a whole.
- (b) This award underpins the contract of employment between the employees and the Employer. Some examples of other documents forming part of the contract of employment include: Standards, company policies and procedures, rules and regulations, position descriptions, letters of offer of employment and acceptances, other letters and memoranda, manuals and booklets as amended and issued from time to time.
- (c) Probation

An employer may initially engage a full-time or part-time or seasonal employee for a period of probationary employment for the purpose of determining the employee's suitability for ongoing employment. The employee must be advised in advance that the employment is probationary and of the duration for the probation which can be up to but not exceeding three months.

A probationary employee may be terminated during the probationary period by the giving of one weeks notice either during or on completion of the probationary period.

Probationary employment forms part of an employee's period of continuous service for all purposes of the award.

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(d) Full Time

A full-time employee is an employee engaged on an ongoing basis with an average of 38 hours per week.

(e) Part Time

An employee may be engaged to work on part-time basis involving a regular pattern of hours which shall average less than 38 hours per week.

A part-time employee must be engaged for a minimum of three consecutive hours per shift unless agreed otherwise between employee and employer.

Before commencing part-time employment the employer and employee must agree upon the hours to be worked by the employee, the days upon which they will be worked and the commencing and finishing times for the work, and upon the classification applying for the work.

A part-time employee is entitled to be paid for the hours agreed upon in accordance with this clause.

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

The terms of this agreement or any ongoing variation to it shall be in writing retained by the employer with a copy provided to the employee.

The terms of this award shall apply pro-rata to part-time employees on the basis that weekly hours for full-time employees are 38.

Where the part-time employee's normal paid hours fall on a public holiday prescribed in Clause 3 of Part VI – LEAVE AND HOLIDAYS WITH PAY and work is not performed by the employee, such employee shall not lose pay for the day. Where the employee works on the holiday, such employee shall be paid in accordance with Clause 1 of Part VI – LEAVE AND HOLIDAYS WITH PAY of this award.

(g) Fixed Term or Seasonal

Fixed term or Seasonal employees are engaged on the same basis as fulltime or part time employees for a specific term/season in accordance with a letter of appointment with no expectation of ongoing employment.

The letter of appointment shall detail the specific period or specific task/s. A copy will be retained by employer and employee.

Service under this term of engagement shall form part of an employee's period of continuous service where such employee is engaged as a full-time or part-time employee immediately following such contract of employment.

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(h) Casual

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

A casual employee shall be paid per hour  $\frac{1}{38}^{\text{th}}$  of the weekly rates prescribed for the work which he or she performs. In addition a casual employee shall receive 20 percent of the ordinary hourly rate in respect of each ordinary hour for which he or she is paid, such additional amount to be payment in lieu of annual leave, personal leave, and holidays with pay.

On each occasion a casual employee is required to attend work the employee is entitled to payment for a minimum of three hours work.

(i) Skills Utilisation

All employees are expected to perform their duties within the limits of the employees skill, competence and training and in accordance with OH&S requirements.

(j) Training

When Employees are at work they are required to undertake training required to perform their duties.

When Employees are at work, they are required to assist in the training of other employees as and when required by the Company.

(k) Stand Down

The employer has the right to deduct payment for any day the employee cannot be usefully employed because of any strike or through any breakdown in machinery or any stoppage of work by any cause for which the employer cannot reasonably be held responsible.

Prior to the application of this clause by Impact the parties to this award will meet to examine practicable alternative outcomes other than the standing down of employees. Where such outcomes cannot be agreed the matter shall be referred to the Tasmanian Industrial Commission for settlement.

(l) Termination

The Company or the Employee may terminate employment by giving notice in writing as follows:

1 year or less – 1 weeks notice

1 to 3 years – 2 weeks notice

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3 to 5 years – 3 weeks notice

5 years and over – 4 weeks notice

An employee over 45 with not less than 2 years service will be given an additional weeks notice.

Other periods of notice are acceptable if agreed between the Company and the Employee at the time of giving notice.

If the required notice period is not given, payment or forfeiture of salary shall apply in respect of the period for which notice has not been given.

Employees receive payment up to and including their termination date. All leave entitlements, to which the employee is entitled, up to and including the termination date are paid as a lump sum payment on termination.

Prior to leaving site Employees must return all equipment and company property that has been issued to them by the Company.

When misconduct of an Employee justifies summary dismissal, the Company may terminate the Employee without the above notice.

Where an employee has been given notice of termination and absents himself/herself from work during the period of notice, the employee shall forfeit part of his/her leave entitlements such as to bring his /her forfeiture of leave and pay entitlements up to a maximum of one week in the aggregate.

Where an employee is summarily dismissed for misconduct or abandons his/her employment without giving notice he/she shall forfeit his/her leave entitlement.

(m) Supported Wage System

(i) Eligibility criteria

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

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

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

(ii) For the purposes of this clause:

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

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

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

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

(iii) Supported wage rates

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

Assessed capacity (subclause (iv))	% of prescribed award rate
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

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**PROVIDED** that the minimum amount payable shall be not less than \$61 per week.

(iv) 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:

- (1) the employer and a union party to the award, in consultation with the employee or, if desired, by any of these;
- (2) the employer and an accredited Assessor from a panel agreed by the parties to the award and the employee.

(v) Lodgement of assessment instrument

- (1) All assessment instruments under the conditions of this clause, including the appropriate percentage of the award wage to be paid to the employee, shall be lodged by the employer with the Registrar of the Tasmanian Industrial Commission.
- (2) 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.

(vi) 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.

(vii) Other terms and conditions of employment

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

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(viii) Workplace adjustment

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

(ix) Trial Period

- (1) In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this clause for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding 4 weeks) may be needed.
- (2) 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).
- (3) The minimum amount payable to the employee during the trial period shall be no less than \$61 per week or such greater amount as is agreed from time to time between the parties.
- (4) Work trials should include induction or training as appropriate to the job being trialed.
- (5) Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under subclause (iii) hereof.

### **PART III – WAGES AND RELATED MATTERS**

#### **1. WAGE RATES AND CLASSIFICATION DESCRIPTORS**

- (a) Employees will be classified according to their level of competency and in accordance with the following process.

The company allocates the employees position to a classification group.

The company will have two classification groups:

Production Employees  
Trades/Technical Employees

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An employee's grade means the level the employee has acquired in the training matrix points allocated to each of the grades in the tables below or in the case of Trades/Technical employees equivalent qualifications.

'Points' shall mean a numerical unit of value allocated to a training module.

The 'Total Weekly Rate' and the 'Total Hourly Rate' includes previous weekly shift penalty of \$1.69 per week adjusted for wage increases.

(b) Production Employee Classification

Grade	Training Matrix Points	Equivalent Qualifications	Base Rate (\$/week)	Safety Net Adjustment (\$/week)	Total Weekly Rate (\$/week)	Total Hourly Rate (\$/hour)
0	<100	N/A	396.65	165.70	\$ 562.35	\$14.20
1	100.00	N/A	407.19	167.70	\$ 574.89	\$14.53
2	250.00	N/A	419.71	167.70	\$ 587.41	\$14.86
3	430.00	N/A	433.21	167.70	\$ 600.91	\$15.22
4	680.00	N/A	459.19	167.70	\$ 626.89	\$15.90
5	880.00	N/A	475.21	167.70	\$ 642.91	\$16.32
6	1080.00	N/A	491.17	167.70	\$ 658.87	\$16.74
7	1240.00	N/A	507.12	167.70	\$ 674.82	\$17.16

Grade	Training Matrix Points	Equivalent Qualifications	Base Rate (\$/week)	Safety Net Adjustment (\$/week)	Total Weekly Rate (\$/week)	Total Hourly Rate (\$/hour)
0	<100	N/A	396.65	165.70	\$ 562.35	\$14.20
1	100.00	N/A	407.19	167.70	\$ 574.89	\$14.53
2	250.00	N/A	419.71	167.70	\$ 587.41	\$14.86
3	430.00	N/A	433.21	167.70	\$ 600.91	\$15.22
4	680.00	N/A	459.19	167.70	\$ 626.89	\$15.90

(c) Trades/Technical Person Classifications

Grade	Training Matrix Points	Equivalent Qualifications	Base Rate (\$/week)	Safety Net Adjustment (\$/week)	Total Weekly Rate (\$/week)	Total Hourly Rate (\$/hour)
1	<175	Less than A modules I	478.88	167.70	\$646.58	\$16.41
2	175.00	B modules I	510.77	165.70	\$676.47	\$17.20
3	350.00	C modules I	531.00	165.70	\$696.70	\$17.74
4	525.00	D modules I	555.08	163.70	\$718.78	\$18.31
5	700.00	E modules I	583.50	165.70	\$749.20	\$19.12
6	890.00	F modules I	613.21	165.70	\$778.91	\$19.90

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7	1080.00	G moduels I	635.33	165.70	\$801.03	\$20.48
8	N/A	H modules II	652.07	165.70	\$817.77	\$20.92
9	N/A	I modules II	678.80	165.70	\$844.50	\$21.63
10	N/A	J modules II	705.40	165.70	\$871.10	\$22.33

Modules I refer to modules from an appropriate Associate Diploma course

Modules II refer to modules from a relevant Tertiary Institutions Training syllabus

It is acknowledged by the parties to this award that the Trades/Technical classification structure may not adequately reflect the competency outcomes as prescribed by the National Metals and Engineering Package. To this end the parties are committed to a review of the structure as prescribed herein and an assessment of the skills held and utilised by the Trades/Technical group will be undertaken.

(d) Apprentices

The minimum wage rates for apprentices shall be:

Four year term	Percentage of Grade 1 Trades Person's Wage
First Year	42%
Second Year	55%
Third Year	75%
Fourth Year	88%

(e) Extra Rates not Cumulative

Shift allowances and other penalty rate prescribed in this award for overtime on Saturday, Sunday work or work performed on any of the holidays prescribed in Clause 3 of Part VI – HOLIDAYS AND LEAVE WITH PAY are not cumulative so as to exceed the maximum of double time of the ordinary time rate.

(f) Minimum Wage

(i) Minimum Wage

No employee shall be paid less than the minimum wage.

(ii) Amount of Adult Minimum Wage

- (1) The minimum wage for full-time adult employees not covered by Part II – EMPLOYMENT RELATIONSHIP AND RELATED MATTERS Clause 1 – Terms of Engagement subclause (m)(iii) - Supported Wage System is \$527.10 per week.

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- (2) 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 (ii)(1).
  - (3) 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 (ii)(1) according to the number of hours worked.
- (iii) How the Minimum Wage Applies to Juniors
- (1) The wage rates provided for juniors by this award continue to apply unless the amount determined under subclause (iii)(2) is greater.
  - (2) 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 (ii)(1).
- (iv) 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.
- (v) Application of Minimum Wage to Award Rates Calculation
- The minimum wage:
- (1) applies to all work in ordinary hours;
  - (2) 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
  - (3) is inclusive of the arbitrated safety net adjustment provided by the July 2007 State Wage Case Decision (T12940 of 2007) and all previous safety net and state wage case adjustments.

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**2. WORKING TIME AND PAYMENT OF WAGES**

The working week shall commence at 6:45 pm on Tuesday and finish at 6:45pm on Tuesday next following.

Wages shall be paid fortnightly on a Thursday. Where the pay day falls on a public holiday payment shall be made on the previous ordinary working day. Any consequential adjustments will be made in the next pay.

Where an employee’s services are terminated within the normal pay period he/she shall be paid the wages due to him/her before leaving the job or within one day from the date of such termination.

**3. SUPERANNUATION**

The Employer will make superannuation contributions in accordance with the requirements of the Superannuation Guarantee legislation.

In accordance with the *Superannuation Guarantee Charge Act 1992* of the Commonwealth, Impact shall make a contribution into an approved superannuation fund in respect of all eligible employees at the appropriate rate calculated on the employee’s ordinary time earnings.

Contributions to the fund shall be made by Impact on at least a quarterly basis unless there are circumstances for which the employer cannot be held responsible.

**PART IV – ALLOWANCES**

**1. OTHER ALLOWANCES**

The service allowance, trade allowance, tool allowance and first aid allowance are paid at a flat rate for all hours worked and shall not be subject to adjustment when computing payments for shift penalties, for weekend or holiday work, for overtime or for any other purpose. The above allowances shall also apply for any period of paid leave.

(a) Service Allowance:

Employees subject to continuous service will be paid the following rates:

	\$/worked hour
(i) On completion of 26 weeks service	\$0.09
(ii) On completion of 1 years service	\$0.11
(iii) On completion of 2 years service	\$0.27
(iv) On completion of 5 years service	\$0.34
(v) On completion of 10 years service	\$0.52
(vi) On completion of 15 years service & thereafter	\$0.70

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(b) Meal Allowance:

Employees entitled to a meal allowance payment will be paid \$14.10.

(c) Travel Allowance

Employees entitled to a travel payment will be paid according to the following scale.

Distance from Impact is defined as the actual road distance involved in travelling by the most direct route between the employee's residence and Impact Fertiliser.

	Distance from Impact	\$/Trip
(i)	0 to 5 Kilometres	\$1.650
(ii)	5 to 7 Kilometres	\$2.310
(iii)	7 to 10 Kilometres	\$3.300
(iv)	10 to 12 Kilometres	\$3.960
(v)	12 to 15 Kilometres	\$4.950
(vi)	15 to 20 Kilometres	\$6.600
(vii)	20 to 25 Kilometres	\$8.250
(viii)	Greater than 25 Kilometres	\$9.900

(d) First Aid Allowance

Employees who hold a current Workplace II First Aid Certificate will be paid an allowance \$0.15 per hour worked.

(e) Tool Allowance

Employees engaged in classifications that are proclaimed as trades under the *Vocational Education and Training Act 1994*, shall either be supplied with all tools by the employer or be paid a tool allowance of \$0.136 per hour worked.

(f) Trade Allowance

Trade/Technical Employees will be paid the amount of \$0.171 per worked hour.

## **2. DIRECT DEBIT ALLOWANCE**

All employees whose wages are paid by direct deposit shall be paid a flat weekly allowance of 30 cents, such allowance to be compensation for Government charges imposed by financial institutions on account transactions.

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### **3. SHIFT ALLOWANCE**

Employees who work on afternoon or night shift on an 8 hour shift roster receive an additional \$1.55 per hour.

Employees who work on night shift on a 12 hour shift roster receive an additional \$2.02 per hour.

### **4. SPECIAL RATES**

#### (a) High Work

(i) Employees engaged in the erection, repair and/ or maintenance of plant buildings and structures at a height of 15 metres or more directly above the nearest horizontal plane shall be paid at the rate of \$2.30 per day in addition to their ordinary rates, provided always that this provision shall not apply to riggers, linesmen or to employees working on swing scaffold and/or bosun's chair.

(ii) Employees working on a swing scaffold and/or bosun's chair irrespective of height, shall be paid at the rate of \$2.30 per shift in addition to their ordinary rates; provided always that this provision shall not apply to riggers.

#### (b) Hot Places

In addition to the wages prescribed in this award, the following special rates and allowances shall be paid for work in hot places. Working for more than one hour in the shade in places where the temperature is raised by artificial means to between 46 and 54 degrees Celsius, 0.37 cents per hour extra. In places where the temperature exceeds 54 degrees Celsius, 0.48 cents per hour extra. Where work continues for more than 2 hours in temperature exceeding 54 degrees Celsius, employees shall also be entitled to 20 minutes rest after every 2 hours work without deduction of pay. The temperature shall be decided by the Supervisor of the work after consultation with the employees who claim the extra rate.

## **PART V – HOURS OF WORK, PENALTY PAYMENTS, SHIFT WORK AND OVERTIME**

### **1. HOURS OF WORK**

#### (a) Normal/Rostered Hours

##### Day Workers

For day workers the ordinary hours of work shall average 38 hours per week and shall not exceed 152 hours in a 28 day cycle Monday to Friday inclusive between the spread of hours of 6.00 am and 6:00 pm.

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The current daily hours of work are 6:45am to 3:30 pm. These hours of work may be altered within the spread of hours for day workers by mutual agreement between the employer and employees concerned.

By mutual agreement between the employer and employees concerned the number of hours may be extended to a maximum of 12 hours per day.

#### Shift Workers

Shift workers may be required to work up to 12 hours per day on any day Monday to Sunday

For shift workers the ordinary hours of work shall average 38 hours per week and shall not exceed 152 hours in 28 consecutive days.

**PROVIDED** that by agreement a roster system may operate on the basis that the weekly average of 38 working hours is achieved over a period exceeding 28 consecutive days.

The ordinary hours for an employee working on a 7-day roster shall not exceed 304 hours in a period of 56 days.

The ordinary hours for an employee working on a 5-day roster shall not exceed 228 hours in a period of 42 days.

Except at the change-over of shifts an employee will not be required to work more than one shift in each 24 hours.

#### (b) Change of Shift and Change of Roster

A shift cycle will remain in place for a period of 2 weeks. The shift cycle may be changed from time to time for operational reasons.

Employees required to change shift will be given a notice period of 48 hours (or a lesser notice period by agreement).

In the event that less than the notice period is given of such change of shifts employees will be paid at double time for work performed on such changed shifts up to the expiration of the notice period.

Employees required to change roster will be given a notice period of 7 clear days (or a lesser notice period by agreement).

In the event that less than the notice period is given of such change of roster employees will be paid at double time for work performed on previous rostered days off up to the expiration of the notice period.

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(c) Meals

Day Workers

Day workers are entitled to a paid morning tea break of 20 minutes. In addition Day workers are entitled to a 35 minute unpaid lunch break which shall be taken between 12:30pm and 1:05pm unless otherwise agreed between the employer and employee/s. An employee shall not work longer than 5 hours without a break.

Shift Workers

Shift workers who work up to 8 hours per shift are entitled to two paid breaks of 20 and 35 minutes duration the first break occurring no later than 5 hours after the commencement of work. The second break shall be taken at a time agreed between the employer and employee.

Shift workers who work up to 12 hours per shift are entitled to three paid breaks totalling 75 minutes with a minimum of 20 minutes for any one break. The first break shall be taken no later than 5 hours after the commencement of work or later by agreement between the employer and employee/s.

Employees working additional overtime in excess of 1.5 hours are entitled to a twenty minute paid meal break and a further 20 minutes paid meal break for each additional 4-hour period of overtime.

Employees working additional overtime in excess of 1.5 hours are entitled to a meal allowance and a further meal allowance for each additional 4-hour period of overtime for which employees have not been notified the previous day.

Time allowed for breaks is inclusive of walking and washing up time.

(d) Overtime

For all work in excess of or outside the ordinary hours in Clause 4 of Part IV – ALLOWANCES employees will be paid at the rate of double time.

Any additional overtime worked in excess of normal daily shift is paid at the overtime rate of double time with a minimum of 15 minutes or by mutual agreement time off in lieu at a 'time for time rate'.

The time off shall be taken at a mutually agreed time.

Employees who are required to work overtime after the normal finish time will at their option be paid the travel allowance or be provided with a cab voucher for the purposes of returning home.

Employees who are required to work overtime not consecutive with their ordinary hours will at their option be paid two travel allowances or be provided with a two cab vouchers for the purpose of returning to and from home.

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Where necessary to facilitate a shift change an employee will be paid an additional 15 minutes at double time rate.

(e) Requirements to Work Reasonable Overtime

- (i) Subject to paragraph (ii) of this subclause, an employer may require an employee to work reasonable overtime at overtime rates.
- (ii) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:
  - (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.

(f) Other Penalty Payments

Employees who work on Saturdays and Sundays are paid at the penalty rate of double time but this rate is in substitution for any other shift penalties such as afternoon and night shift penalties, which may otherwise apply.

(g) Break Between Shifts

Employees must have a break of at least 10 consecutive hours off duty between the work of successive working days. An employee who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day such that he/she has not had a break of at least 10 consecutive hours shall:

Be released (on completion of the overtime) until he/she has had 10 consecutive hours off duty (without loss of pay for ordinary working time occurring during such absence),

Or

Be paid at overtime rates until he/she is released for a break of 10 consecutive hours (without loss of pay for ordinary working time occurring during such absence).

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## **2. CALL OUT**

Employees who have left the site and are requested to return to work out of hours at short notice to attend to an emergency, will be paid a minimum of four hours overtime, and may be required to undertake additional emergency breakdown duties within that four hour period. Any subsequent call out beyond four hours will be paid as an additional call out.

Employees who are called out will at their option be paid 2 travel allowances or 2 cab vouchers for the purposes of returning to and from home.

## **PART VI – LEAVE AND HOLIDAYS WITH PAY**

### **1. ANNUAL LEAVE AND LEISURE LEAVE**

After the completion of twelve (12) months service, full-time and fixed term employees will be entitled to 144.4 hours for day workers and 182.4 hours for shiftworkers of paid annual leave per annum. Part time employees are paid annual leave on a pro-rata basis.

Full-time and fixed term employees will be entitled to 104 hours per annum of paid leisure leave. Part time employees are paid leisure leave on a pro-rata basis.

Although every effort will be made to grant leave when requested, the needs of work teams and operational requirements must also be taken into consideration in determining the timing of the taking of leave. The employer may require employees to take the leave at particular times to suit operational or maintenance requirements.

- (a) Where operational circumstances allow, the taking of pro rata leave may be approved before the completion of twelve (12) months service.
- (b) Annual Leave does not accrue during any period of unauthorised absence or leave without pay and will not include any public holidays prescribed by this award, which fall during the period of the unauthorised leave.
- (c) On termination employees will be paid accrued annual leave calculated pro-rata on completed days of service.
- (d) Employees before proceeding on annual leave will be paid in accordance with their base roster rate plus a loading of 17.5% on the base roster rate plus shift or other penalties.

Payment will be made prior to going on leave, if requested by the employee.

- (e) Annual leave is exclusive of the entitlement to public holidays.
- (f) The annual leave provided for by this clause shall be allowed and shall be taken. Payment shall not be made or accepted in lieu of annual leave.

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## **2. BEREAVEMENT LEAVE**

- (a) An employee, other than a casual, shall, on the death of a wife, husband, father, mother, child, stepchild, brother, sister, mother-in-law, father-in-law, stepmother, stepfather, grandparent, de facto husband and/or wife, be entitled, upon application being made to, and approved by the employer, to leave up to and including the day after the funeral of such relative, and such leave shall be at ordinary rates of pay for a period not exceeding 24 working hours, provided that no payment shall be made in respect of an employee's rostered days off. Such leave shall also apply to an employee who attends a funeral overseas of the above mentioned relatives.

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

- (b) Unpaid Bereavement Leave

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

- (c) Casual Employees

- (i) Subject to the evidentiary requirements in subclause (a), casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of an immediate family or household member.
- (ii) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. 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.

## **3. HOLIDAYS WITH PAY**

- (a) Impact Fertilisers is a continuous operation. Employees are required to work when rostered to do so. Where a full-time, part-time or fixed term shift employee is required to work on a recognised public holiday, the employee will be paid at the double time rate. Shift employees not rostered to work will be paid single time for 8 hours for the day.

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Day workers may also be requested by the employer to work on a recognized public holiday and will at the option of the employee be paid at the double time and a half rate or take a substitute day off.

Day workers who do not work on a public holiday will be paid as if they were at work.

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

(b) The following days are recognised as Public Holidays:

New Year's Day  
Australia Day  
Hobart Regatta Day  
Good Friday  
Easter Monday  
Labour Day  
Anzac Day  
Queens Birthday  
Hobart Show Day  
Christmas Day  
Boxing Day

#### **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;

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- (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:

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- (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.

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(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.

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(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.

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(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.

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(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.

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(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.

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(v) Nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.

(i) Return to Former Position after a Period of Parental Leave or Part Time Work

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

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

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

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- (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. PERSONAL LEAVE**

The provisions of this clause apply to full-time and regular part-time employees (on a pro rata basis) but do not apply to casual employees. The entitlements of casual employees are set out in subclause (i).

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(a) Definitions

The term 'immediate family' includes:

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

(b) Amount of Paid Personal Leave

- (i) Paid personal leave is available to an employee, when they are absent:
  - (1) due to personal illness or injury; or
  - (2) for the purposes of caring for an immediate family or household member who is sick and requires the employee's care and support or who requires care due to an unexpected emergency.

(c) Personal Leave for Personal Injury or Sickness

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

Full-time and fixed term Employees will be entitled to 76 hours leave accumulating from year to year without loss of pay where they are not able to attend for duty because of personal illness or injury excluding injuries covered by workers compensation.

Part time employees are entitled to leave on a pro-rata basis.

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

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

Leave may be taken for part of a single day.

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

(e) Employee Must Give Notice - Duty to Notify the Employer

Employees who are unable to attend for duty must notify the employer of:

- (i) their inability to attend for duty, and
- (ii) the expected duration of absence

(f) Evidence Supporting Claim

- (i) Employees who are unable to attend for duty must provide proof of such absence to the satisfaction of the employer.

Any dispute regarding satisfactory proof shall be resolved in accordance with the Clause 1 of Part VII - CONSULTATION AND DISPUTE RESOLUTION.

The employee must notify the employer or arrange for the employer to be notified by others, of the above as early as practicable prior to the commencement of their rostered shift.

- (ii) When taking leave to care for members of their immediate family or household who require care due to an unexpected emergency, the employee must, if required by the employer, establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

(g) Unpaid Personal Leave

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

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(h) Casual Employees – Caring Responsibilities

Subject to the evidentiary and notice requirements in subclauses (e) and (f) casual employees are entitled to not be available to attend work, or to leave work if they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.

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.

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

## **PART VII – CONSULTATION AND DISPUTE RESOLUTION**

### **1. RESOLUTION OF CONCERNS OR GRIEVANCES**

In the event of an employee raising a concern or grievance the parties to this award will adopt the following procedure:

(a) Objectives

The objective of this procedure is to resolve concerns or grievances by consultation, co-operation and discussion.

(b) Settling Concerns or Grievances

- (i) The employee(s) and their supervisor will discuss the matter in order to resolve it. More than one discussion may be required in order to properly resolve the matter. It is expected that the majority of matters will be settled at this stage. An employee may nominate any fellow employee to accompany or assist them in progressing the matter.
- (ii) If the matter is not settled within 7 to 10 working days the employee(s) and their supervisor will discuss the matter with their manager. An employee may nominate any fellow employee or union representative to represent or accompany them in progressing the matter.
- (iii) If the matter is not settled within a further 7 to 10 working days then the employees concerned will discuss the matter with the Manufacture and Operations Manager. An employee may nominate any fellow employee or union representative to represent or accompany them in progressing the matter.

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- (iv) Provided that extraordinary matters, beyond the control of the parties, have not contributed to a delay beyond a further 7 to 10 working days, should the matter remain unresolved it shall be submitted for conciliation and if required arbitration by the Tasmanian Industrial Commission.

## **PART VIII – OCCUPATIONAL HEALTH AND SAFETY, TOOLS AND AMENITIES**

### **1. DAMAGE TO TOOLS AND CLOTHING**

Compensation to the extent of damage sustained shall be made where, in the course of work, personal clothing or tools are damaged or destroyed by fire or molten metal or through the use of corrosive substances.

**PROVIDED** that the employer's liability in respect of tools shall be limited to such tools of trade as are ordinarily required for the performance of the employee's duties.

## **PART IX – AWARD COMPLIANCE AND UNION RELATED MATTERS**

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

Right of entry to a duly accredited representative of a union party to this award shall be in accordance with the provisions of Section 77 and Regulation 26 of the *Industrial Relations Act 1984*.

### **2. TIME AND WAGES RECORD**

Each employer shall keep such records of employment as required by section 75 of the *Industrial Relations Act 1984* and Regulation 25 of the *Industrial Relations Regulations 1993*.

P C Shelley  
**DEPUTY PRESIDENT**

25 July 2007