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TASMANIAN INDUSTRIAL COMMISSION

Industrial Relations Act 1984

s23 application for award or variation of award

Tasmanian Trades and Labor Council

(T11548 of 2004)

Private Sector Awards

Tasmanian Trades and Labor Council

(T11564 of 2004)

Private Sector Awards

Tasmanian Trades and Labor Council

(T11566 of 2004)

Private and Public Sector Awards

FULL BENCH:

PRESIDENT P L LEARY

COMMISSIONER T J ABEY

COMMISSIONER J P McALPINE

Wage Rates – State Wage Case July 2004 – applications to vary private sector awards in a manner consistent with the Australian Industrial Relations Commission in Print PR002004 – Safety Net Review – Award rates to be increased by \$19 per week – Wage related allowances increased by 3.5% - Meal allowances increased to \$12.70 – Supported Wage increased to \$61 per week – Operative date ffpp 1 August 2004 – State Minimum Wage determined at \$467.40 – s.35(1)(b)

ORDER BY CONSENT

SILVICULTURE AND AFFORESTATION AWARD

**No. 1 of 2004
(Consolidated)**

PART I - CLAUSES 4 AND 6 ARE VARIED; PART III - CLAUSES 1 AND 7 ARE VARIED; PART IV CLAUSE 2, 3 AND 4 ARE VARIED; PART VIII CLAUSE 2 IS VARIED; 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 Silviculture and Afforestation Award.

2. INDEX

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3. SCOPE

This award is established in respect to private employees in the industry of silviculture and afforestation. For the purpose of this clause '**silviculture and afforestation**' means the planting, pruning, fertilising and any other activities in or in connection with the establishment or cultivation of trees in forests, unless otherwise covered by the Farming and Fruit Growing Award, Plant Nurseries Award or Civil Construction and Maintenance Award.

4. DATE OF OPERATION

This award shall come into operation on and from the first full pay period to commence on or after 1 August 2004.

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5. AWARD INTEREST

- (a) The following employee organisation has an interest in this award pursuant to section 63(10) of the *Industrial Relations Act 1984*:

the Australian Workers' Union, Tasmania Branch.

- (b) The following employer 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.

- (c) 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.

6. SUPERSESION

This award incorporates and supersedes the Silviculture and Afforestation Award No. 1 of 2003 (Consolidated).

7. DEFINITIONS

For the purposes of this award:

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

PART II - EMPLOYMENT RELATIONSHIP AND ASSOCIATED MATTERS

1. CONTRACT OF EMPLOYMENT

- (a) Weekly Employment

Except as provided in subclause (b) hereof employment shall be by the week. An employee not specifically engaged as a casual shall be deemed to be employed by the week.

- (b) Casual Employment

- (i) A casual employee is one engaged and paid as such.

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- (ii) A casual employee for working ordinary time shall be paid per hour 1/38 of the actual weekly rate prescribed in Part III - Wage Rates and Related Matters, Clause 1 - Wage Rates of this award for the work performed, plus 20%.
 - (iii) A casual employee shall not be entitled to the annual leave, sick leave and public holidays prescribed by this award.
 - (iv) **'Casual Employee'** means any person who is engaged on an irregular basis to perform specific task(s) over a defined time period. At the completion of such period and or task(s) the contract of employment shall deemed to be terminated.
 - (v) Casual Employees shall be engaged for a minimum period of 3 hours per day.
- (c) Part-Time Employment
- (i) An employee may be engaged to work on a part-time basis involving a regular pattern of hours which shall average less than 38 hours per week.
 - (ii) (1) Before commencing part-time employment, the employee and employer must agree:
 - (A) Upon the hours to be worked by the employee, the number of days in each week which they will be worked and the commencing and finishing times for the work.
 - (B) Upon the relevant classification applying to the work to be performed in accordance with Part III - Wage Rates and Related Matters, Clause 1 - Wage Rates for this award.
 - (2) Except as otherwise provided in this award a part-time employee is entitled to be paid for the hours agreed upon in accordance with Part II - Employment Relationship and Associated Matters, Clause 1 - Contract of Employment, subclause (c)(ii)(1)(A).
 - (3) The terms of this agreement may be varied.
 - (4) The terms of this agreement or any variation to it shall be in 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.
- (iii) The terms of this award shall apply pro-rata to part-time employees on the basis that ordinary weekly hours for full-time employees are 38.
- (d) (i) An employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this award provided that such duties are not designed to promote de-skilling.

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- (ii) Any direction issued by an employer shall be consistent with the employer's responsibilities to provide a safe and healthy environment.

(e) Termination of Employment

(i) Employees Engaged by the Week

The termination of all weekly engagements shall require a week's notice on either side given at any time during the week or by the payment or forfeiture of a week's wages as the case may be.

PROVIDED that where an employer has given notice as aforesaid to a weekly-engaged employee, the employer shall grant, if requested leave of absence without pay for one day to enable the employee to look for alternative employment.

(ii) Employees Engaged as Casuals

Termination of all casual engagements shall require one hours notice on either side given at any time during the week or the payment or forfeiture of one days pay as the case may be.

(iii) Summary Dismissal

This clause shall not affect the employer's right to dismiss forthwith at any time an employee because of the latter's incompetence or misconduct in which case the employee shall be paid all wages due up to the time of dismissal only.

(iv) Standing Down of Employees

Where work is impracticable on any day through shortage of material, which shortage the employer could reasonably have avoided, the employee shall be paid for the time lost in such case.

PROVIDED however, the employer may deduct payment for any day the employee cannot be usefully employed because of any strike or because of any breakdown of machinery or because of any stoppage of work by any cause for which the employer cannot be held responsible.

2. INCLEMENT WEATHER

(a) Definition - Inclement Weather

'Inclement weather' shall mean the existence of rain or abnormal climatic conditions (whether they be those of hail, snow, cold, high wind, severe dust storm, extreme of high temperature for the locality concerned, or the like, or any combination thereof) by virtue of which it is either not reasonable or not safe for workers exposed thereto to continue working whilst the same prevail.

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- (b) For the purposes of this clause weather shall not be regarded as inclement unless it is mutually agreed between the employer and employees concerned.
- (c) Except as provided in subclause (e) and hereof, no employee shall be required to work exposed to inclement weather conditions. For the purposes of this subclause, an employee operating machinery fitted with a functional weatherproof cab shall not be deemed to be exposed to inclement weather.
- (d) There shall be no deduction of wages for any working time lost due to inclement weather.
- (e) Employees are required to work in wet conditions to a level where it is regarded by the leading hand or employer as heavy rain. For the purpose of this subclause, a leading hand or employer is a person in charge who is exposed to the rain for the same period as the employees. The employer will provide gum boots and waterproof clothing including head covering to protect employees from getting wet.

PART III - WAGE RATES AND RELATED MATTERS

1. WAGE RATES

- (a) Weekly Wage Rates

	Base Rate	Supplementary Payment	Safety Net Adjustment	Weekly Wage Rate
	\$	\$	\$	\$
Silviculture and Afforestation Worker Grade 1	311.20	52.10	142.00	505.30
Silviculture and Afforestation Worker Grade 2	335.10	52.10	142.00	529.20
Silviculture and Afforestation Worker Grade 3	346.70	52.10	142.00	540.80
Silviculture and Afforestation Worker Grade 4	362.30	52.10	142.00	556.40
Silviculture and Afforestation Worker Grade 5	372.50	52.10	144.00	568.60
Silviculture and Afforestation Worker Grade 6	378.00	52.10	144.00	574.10

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(b) Special Allowance

In addition to the base rate specified in subclause (a) hereof employees shall be paid for all purposes of the award a special allowance of \$7.70 per week and such allowance shall not be altered as a consequence of wage indexation decisions.

(c) Actual Weekly Rate

The actual weekly rate shall be calculated by multiplying the sum of the appropriate amounts prescribed in:

- (i) subclauses (a) and (b) hereof;
- (ii) Part IV - Allowances, Clause 2 - Industry Allowance:
by 52 over 50.4 (52/50.4), rounded to nearest 10 cents.

(d) Piecework

Employees may work on piecework rates, provided that where an employee works on piecework rates then that employee shall earn at least the hourly equivalent for the relevant classification in Part III - Wage Rates and Related Matters, Clause 1 - Wage Rates of this award and applicable allowances/loadings.

2. CLASSIFICATION DESCRIPTORS

For the definition of classifications in this award reference shall be made to following:

'Axeman' An employee using an axe for delimiting but not engaged in falling.

'Chainman' An employee who:

- uses a compass;
- undertakes line cutting (eg. Mature assessments, continuous forest inventories);
- demonstrates a basic knowledge and skills of management / survey and office mapping work associated with field work.

'Store Person' An employee engaged in stores activities (locating, picking, inventory items and the appropriate recording systems).

'Tree Measurer (Basic)' An employee who is competent in:

- all forestry management work at Grades 2 and 3 (above);
- chain and compass survey (without supervision);
- boundary location, and is able to take responsibility for stores and vehicles;
- undertake annual stocktaking and all relevant field and office work.

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'Tree Measurer (In Charge)' An employee who is competent in:

- Leading mature assessments;
- remeasuring research plots;
- leading plantation inventory system plot measurements and pine growth plot measurement;
- survey of continuous forest inventory plot locations as directed;
- lead residue assessments;
- office work associated with Grade 6 field work.

'Utility Man' An employee competent in:

- chain and compass line cutting;
- assessments and resource pilots;
- basic road survey, access lines and boundary demarcation;
- tree diameters, bark readings and basic continuous forest inventories procedures;
- office work associated with Grade 3 field work.

'Silviculture and Afforestation Worker Grade 1' shall mean a labourer with less than 3 months experience in the silviculture and afforestation industry.

'Silviculture and Afforestation Worker Grade 2' shall mean an Assistant Powder Monkey, axeman, Chainman, an employee engaged in Pruning, planting, and assessment, fertilising, thinning, Tower man, Fire Guard, Fire Pump Operator, Pick and Shovel and Slasher, Seed Collector (fallen trees), tree lifting or the collection of field data (eg. Insect monitoring, survival counts, regeneration surveys, eagle nest searches, etc). An employee not elsewhere classified.

'Silviculture and Afforestation Worker Grade 3' shall mean a Chainsaw Operator, Fencer Fire Guard (with certificate), Patrolman, Powder Monkey, Utility Man, Noxious Weed Employee, Propagator, Seed Collector (standing trees), Vermin Destroyer, Power driven portable saw Operator, Fire Pump Operator (certificate), bush fire fighting and/or other fire suppression duties including tree falling as part of or as an incidental duty of fire fighting or fire suppression activity

'Silviculture and Afforestation Worker Grade 4' shall mean, Tool Sharpener, Tree Climber, Tree Measurer (basic), Treemarkers (for retention or removal), Storeman.

'Silviculture and Afforestation Worker Grade 5' shall mean a Store Person-in-charge.

'Silviculture and Afforestation Worker Grade 6'''' shall mean Tree Measurer (in Charge).

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3. MIXED FUNCTIONS

- (a) An employee engaged for a total of more than four hours on any day or shift on duties carrying a higher rate than his usual classification shall be paid the higher rate for the entire day or shift.
- (b) An employee engaged for four hours or less on any day or shift on duties carrying a higher rate than his ordinary classification shall be paid the higher rate for the time so worked.

4. PAYMENT OF WAGES

- (a) Method of Payment

Employees shall be paid their wages in cash, cheque or electronic funds transfer.

- (b) Time of Payment

- (i) Employees shall be paid their wages in working hours.

- (ii) Wages shall be paid during ordinary working hours of work on Thursday of each week or fortnight.

- (iii) An employee kept waiting for his cash wages on payday after the cessation of work shall be paid at overtime rates calculated to the next quarter hour for all such time he/she is kept waiting.

- (iv) In any week on which a holiday falls on a Thursday or Friday, wages shall be paid on the preceding Wednesday.

- (v) Nothing shall prevent any alternative mutual arrangement between an employer and an employee, and in addition at the time of commencement of employment on another day nominated by the employer.

- (vi) The employer shall not keep more than two days wages in hand.

- (c) Payment on Termination

When notice is given in accordance with Part II - Employment Relationship and Associated Matters, Clause 1 - Contract of Employment, subclause (d) of this award, all monies due to the employee pursuant to this award shall be paid at the time of termination; where this is not practicable, the employer shall, within two clear working days of the termination, send to the employee's home address all monies due by registered post provided that if the money is not posted within that time then any time spent waiting beyond the two working days shall be paid for at ordinary rates, such payment to be at the rate of eight hours per day up to one week, at the expiry of which time the right to waiting time shall cease.

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(d) Wage Particulars

Particulars of details of payment to each employee shall be included on the envelope including the payment, or in a statement handed to the employee at the time payment is made and shall contain the following information:

- (i) Date of payment.
- (ii) Period covered by such payment.
- (iii) The amount of wages paid for work at ordinary rates.
- (iv) The number of hours paid at overtime rates and the amount paid therefor.
- (v) The amount of allowances or special rates paid and the nature thereof.
- (vi) The gross amount of wages and allowances paid.
- (vii) The amount of each deduction made and the nature thereof.
- (viii) The net amount of wages and allowances paid.
- (ix) Any annual holiday payments.

5. SUPERANNUATION

- (a) An employer shall provide superannuation in accordance with the following Commonwealth legislation: the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Charge Act 1992*, the *Superannuation Industry (Supervision) Act 1993*, and the *Superannuation (Resolution of Complaints) Act 1993*. This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.
- (b) **'Ordinary Time Earnings'** Shall include an employee's classification rate, overaward payments, shift loading, casual loading and any permanent all purpose work related allowance but shall exclude overtime payments, annual leave loading, annual or long service leave payments on termination and allowance paid as reimbursement of expenses.
- (c) The employer shall make superannuation contributions, or improvements pursuant to this clause, to any of the following funds:

Superannuation Trust of Australia (STA);

TASPLAN.

Any other fund that the employee chooses provided that this clause expressly prohibits an employer making contributions or improvements to an employer self managed fund.

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6. REIMBURSEMENT OF EXPENSES

(a) Qualification

An employee shall be entitled to the provisions of this clause when employed on a job such a distance from his usual place of residence that he/she cannot reasonably return to that place each night, subject to the following conditions:

- (i) The employee is maintaining a separate place of residence to which it is not reasonable to expect him/her to return each night; and
- (ii) The employee, on being requested by the employer, informs the employer, at the time of engagement, that he/she maintains a separate place of residence from the address recorded on the job application.
- (iii) Subject to subclause (b) hereof, an employee shall be regarded as bound by the statement of his address and no entitlement shall exist if he/she wilfully and without duress makes a false statement in relation to the above.

(b) Employee's Address

- (i) The employer shall obtain and the applicant shall provide the employer with a statement in writing of his usual place of residence at the time the employee is engaged and no subsequent change of address shall entitle an employee to the provisions of this clause unless the employer agrees.

PROVIDED that documentary proof of address such as a long service leave registration card or driver's license may be accepted by an employer as proof of the employee's usual place of residence on engagement in lieu of the statement in writing referred to in this paragraph.

- (ii) The employee shall inform his employer in writing of any subsequent change in his usual place of residence.
- (iii) The address of the employee's usual place of residence and not the place of engagement shall determine the application of this clause.

(c) Entitlement

Where an employee qualifies under subclause (a) hereof the employer shall either:

- (i) provide the worker with reasonable board and lodging; or
- (ii) pay an allowance of \$289.70 per week of seven days but such allowance shall not be wages. In the case of broken parts of the week occurring at the beginning or the ending of the employment on a distant job the allowance shall be \$41.40 per day.

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PROVIDED that the foregoing allowances shall be increased if the employee satisfies the employer that he/she reasonably incurred a greater outlay than that prescribed. In the event of disagreement the matter may be referred to the Commission for determination; or

'Reasonable board and lodging' shall mean lodging in a well kept establishment with three adequate meals each day, adequate furnishings, good bedding, good floor coverings, good lighting and heating and with hot and cold running water, in a single room.

(d) Travelling Expenses

An employee who is sent by his employer or selected or engaged by an employer or agent to go to a job which qualifies him/her to the provision of this clause shall not be entitled to any of the allowances prescribed by Part IV - Allowances, Clause 1 - Fares and Travelling Time of this award for the period occupied in travelling from his usual place of residence to the distant job, but in lieu thereof shall be paid:

(i) Forward Journey

- (1) For the time spent in so travelling, at ordinary rates up to a maximum of eight hours per day for each day of travel (to be calculated as the time taken by rail or the usual travelling facilities).
- (2) For the amount of a fare on the most common method of public transport to the job (bus; economy air; and any excess payment due to transporting the employee's gear if such is incurred).
- (3) For each meal incurred while travelling at the rate prescribed by Part IV - Allowances, Clause 4 - Meal Allowance of this award.

PROVIDED that such rate shall be increased if the employee satisfies the employer that he/she reasonably incurred an expenditure greater than the rate prescribed by Part IV - Allowances, Clause 4 - Meal Allowance.

PROVIDED FURTHER that the employer may deduct the cost of the forward journey fare from an employee who terminates or discontinues his employment within two weeks of commencing on the job and who does not forthwith return to his place of engagement.

(ii) Return Journey

An employee shall, for the return journey, receive the same time, fares and meal payments as provided in paragraph (i) hereof.

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PROVIDED that the above return journey payments shall not be paid if the employee terminates or discontinues his employment within two months of commencing on the job or prior to the job completion if the work is for less than two months), or if he/she is dismissed for incompetence within one working week of commencing on the job, or is dismissed for misconduct.

(iii) Departure Point

For the purposes of this clause, travelling time shall be calculated as the time taken for the journey from the central or regional bus or air terminal nearest the employee's usual place of residence to the locality of the work.

(e) Daily Fares Allowance

An employee engaged on a job which qualifies him/her to the provisions of this clause and who is required to reside elsewhere than on the site (or adjacent to the site and supplied with transport) shall be paid the allowance prescribed by Part IV - Allowances, Clause 1 - Fares and Travelling Time of this award.

(f) Weekend Return Home

(i) An employee who works as required during the ordinary hours of work on the working day before and the working day after a weekend and who returns to his usual place of residence for the weekend and who notifies the employer or his representative, no later than Tuesday of each week, of his intention to return to his usual place of residence at the weekend, shall be paid an allowance of \$24.10 for each occasion.

(ii) Paragraph (i) hereof shall not apply to an employee who is receiving the payment prescribed in subclause (c) hereof in lieu of board and lodging being provided by the employer or who is receiving a camping allowance as prescribed in subclause (g) hereof.

(iii) When an employee returns to his usual place of residence for a weekend or part of a weekend and does not absent himself from the job for any of the ordinary working hours, no reduction of the allowance prescribed in paragraph (ii) hereof shall be made.

(g) Rest and Recreation

(i) Bus and Air Travel

An employee who proceeds to a job which qualifies him/her to the provisions of this clause, may, after two months continuous service thereon and thereafter at three monthly periods of continuous service thereon, return to his usual place of residence at the weekend. If he/she does so, he/she shall

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be paid the amount of a bus or Air fare to the bus station or airport nearest his usual place of residence on the payday which immediately follows the date on which he/she returns to the job; provided no delay not agreed to by the employer takes place in connection with the employee's commencement of work on the morning of the working day following the weekend.

PROVIDED, however, that if the work upon which the employee is engaged will terminate in the ordinary course within a further 28 days after the expiration of any such period of two or three months as herein before mentioned, then the provisions of this subclause shall not be applicable.

(ii) Service Requirements

For the purpose of this subclause service shall be deemed to be continuous notwithstanding an employee's absence from work as prescribed in Part VI - Leave and Holidays With Pay, Clause 1 - Annual Leave, subclause (f) of this award.

(iii) Variable Return Home

In special circumstances, and by agreement with the employer, the return to the usual place of residence entitlements may be granted earlier or taken later than the prescribed date of accrual without alteration to the employee's accrual entitlements.

(iv) Non Payment in Lieu

Payment of fares and leave with pay as provided for in this subclause shall not be made unless the rest and recreation leave is taken by the employee.

(h) Alternative Paid Day Off Procedure

If the employer and the employee so agree in writing, the paid rostered day off as prescribed in Part V - Hours of Work, Penalty Payments and Overtime, Clause 1 - Hours of Work and Clause 5 - Call Outs of this award may be taken, and paid for, in conjunction with the additional rest and recreation leave as prescribed in subclause (g) hereof, or at the end of the project, or on termination whichever comes first.

(i) Termination

An employee shall be entitled to notice of termination in sufficient time to arrange suitable transport at termination or shall be paid as if employed up to the end of the ordinary working day before transport is available.

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7. 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 is \$467.40 per week.
- (ii) 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 sick 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 2004 State Wage Case Decision (T.11548 of 2004) and all previous safety net and state wage case adjustments.

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PART IV - ALLOWANCES

1. FARES AND TRAVELLING TIME

The following transport allowances shall be reimbursed to employees as compensation for the travel patterns and mobility requirements of the industry:

(a) Metropolitan Radial Areas

When employed on work located within a radius of 30 km from the G.P.O. Hobart or the principal post office Launceston - \$11.30 per day.

(b) Distant Jobs

When an employee is working on a distant job as defined by Part III - Wage Rates and Related Matters, Clause 6 - Reimbursement of Expenses, subclause (a) of this award, the following allowances shall be paid when the work is carried out away from the place where, with the employer's approval, the employee is accommodated for the distant job:

When employed on work located within 30 km from the place of accommodation - \$11.30 per day.

(c) Country Radial Areas

An employer whose business or branch or section thereof is established in any place outside the areas mentioned in subclauses (a) and (b) hereof for the purpose of engaging in silviculture and afforestation work therefrom shall, in respect to employees engaged for work for the establishment, pay the following allowances:

When employed on work located within 30 km from the post office nearest the employer's establishment - \$11.30 per day.

PROVIDED that where the employer has an establishment in more than one such place, the establishment nearest the employee's usual place of residence shall be the establishment taken into account, and the employee shall be entitled to he/she provisions of subclause (d) hereof when travelling to a job outside the radial area of the establishment nearest his residence.

(d) Travelling Outside Radial Areas

Where an employee travels daily from inside any radial area mentioned in subclauses (a), (b) or (c) hereof to a job outside that area, he/she shall be paid:

- (i) the relevant allowance prescribed by subclause (a), (b) or (c); and
- (ii) in respect of travel from the designated radius to the job and return to that radius:

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- (1) the time outside ordinary working hours reasonably spent in such travel calculated at ordinary hourly "**on site**" rates to the next quarter of an hour with a minimum payment of one half an hour per day for each return journey;
- (2) any expenses necessarily and reasonably incurred in such travel, which shall be 35 cents per kilometre where the employee uses his own vehicle.

(e) Travelling Between Radial Areas

The provisions of subclause (d) hereof shall also apply to an employee who is required to travel daily from one of the areas mentioned in subclauses (a) and (c) hereof to an area or another area mentioned in subclauses (a) and (c).

(f) Provision of Transport

- (i) Subject to paragraphs (ii) and (iii) hereof the allowance prescribed in this clause except the additional payment prescribed in subclauses (d) and (e) shall not be payable on any day on which the employer provides or offers to provide transport free of charge from the employee's home (or, in the case of subclause (b) the employee's place of accommodation) to the place of work and return; provided that any transport supplied is equipped with suitable seating accommodation and is covered when necessary so as to be suitable seating accommodation and is covered when necessary so as to be weatherproof.
- (ii) The relevant fares allowance prescribed in this clause shall be payable in respect of any day on which the employer provides a vehicle free of charge to the employee and pursuant to the contract of employment the employee is required by the employer to drive such vehicle from the employee's home to the place of work and return.
- (iii) Time spent by an employee travelling from the employee's home (or, in the case of subclause (b), the employee's place of accommodation) to the place of work and return outside ordinary hours shall not be regarded as time worked for any purpose of this award and no travelling time payment shall be made in respect thereof except to the extent provided in and in accordance with Part V - Hours of Work, Penalty Payments and Overtime, Clause 5 - Call Outs, subclauses (d) and (e) and Part III - Wage Rates and Related Matters, Clause 6 - Reimbursement of Expenses, subclause (d) of this award.

PROVIDED that paragraphs (ii) and (iii) of this subclause shall have no application in the case of an employee directed by the employer to pick up and/or return other employees to their homes.

(g) Work in Preparation

When an employee is required to perform preparation work in an off site yard and is then required to erect or fix on site, the provisions of this clause shall apply.

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(h) Requirement to Transfer

As required by the employer, employees shall start and cease work on the job at the usual commencing and finishing times within which ordinary hours may be worked and shall transfer from site to site as directed by the employer.

(i) Transfer During Ordinary Working Hours

An employee transferred from one site to another during working hours shall be paid for the time occupied in travelling and, unless transported by the employer, shall be paid reasonable cost of fares by most convenient public transport between such sites.

PROVIDED that where an employer requests an employee to use his own car to effect such transfer and such employee agrees to do so the employee shall be paid an allowance at the rate of 65 cents per kilometre.

(j) Daily Entitlement

The travelling allowances prescribed in this clause shall not be taken into account in calculating overtime, penalty rates, annual or sick leave, but shall be payable for any day upon which the employee in accordance with the employer's requirements works or reports for work or allocation of work and for the paid day or shift off as prescribed in Part V - Hours of Work, Penalty Payments and Overtime, Clause 1 - Hours of Work and Clause 5 - Call Outs of this award.

(k) Employees Required To Drive Plant Off Site

Notwithstanding anything elsewhere contained in this clause, time occupied by an employee by direction of the employer in driving plant to a camp or centre or job from any point and/or return shall be regarded and paid for as working time.

(l) Transport From Employer's Location

- (i) An employee who, by mutual agreement with an employer, reports for work at a permanent location established by the employer and is transported from such location to the place of work and return shall not be paid the daily fares allowances prescribed by subclauses (a), (b), (c), (d), and (e) of this clause.
- (ii) All time spent by the employee save for the first 30 minutes travelling to and from the place of work in such transportation shall be counted as time worked.
- (iii) Transport provided by the employer pursuant to this subclause shall be free of charge, equipped with suitable seating accommodation, and covered when necessary so as to be weatherproof.

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2. INDUSTRY ALLOWANCE

An employee engaged on any of the work covered by this award shall be paid an allowance of \$21.10 a week to compensate for the disabilities of the industry.

3. LEADING HANDS ALLOWANCE

A person specifically appointed to be a leading hand (as defined) shall be paid at the rate of the undermentioned amounts above the rates of the highest classification supervised, or his own rate, whichever is the highest in accordance with the number of persons in his charge.

	Per week \$
(a) In charge of not more than 1 person	13.50
(b) In charge of 2 and not more than 5 persons	29.80
(c) In charge of 6 and not more than 10 persons	38.00
(d) In charge of more than 10 persons	50.60

4. MEAL ALLOWANCE

An employee who is required to work in excess of one and a half hours overtime after working ordinary hours shall be paid a meal allowance of \$12.70 or shall, at the option of the employer, be provided with a suitable meal.

PART V - HOURS OF WORK, PENALTY PAYMENTS AND OVERTIME

1. HOURS OF WORK

- (a) The hours of work in respect of which wages are prescribed in Part III - Wage Rates and Related Matters, Clause 1 - Wage Rates shall be paid shall be 38 per week worked between 5:00 am and 5:00 pm Monday to Friday.
- (b) Hours of work shall be arranged in accordance with one or more of the methods set out below:
 - (i) by employees working less than 8 ordinary hours on each day; or
 - (ii) by employees working less than 8 ordinary hours on one or more day each week; or
 - (iii) by fixing one week day on which all employees will be rostered off during a particular work cycle; or

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- (iv) by rostering employees off on various days of the week during each particular work cycle so that each employee has one week day off during each such cycle; or
 - (v) by banking the days accrued to be taken as days off in accordance with (iii) and (iv) above to be taken at a time designated by management; or
 - (vi) by any other method agreed between the employer and employee(s) provided that the ordinary hours of work do not exceed an average of 38 over an agreed and specified work cycle.
- (c) Rostered Day Off Falling on Holiday With Pay
- (i) An employee entitled to a rostered day shall not have such day off rostered on a holiday as specified in Part VI - Leave and Holidays With Pay, Clause 5 - Holidays With Pay and Holiday Work.
 - (ii) **PROVIDED** that in the event that a public holiday is prescribed after notice is given to such employee of the taking of the rostered day off and such public holiday falls on the day the employee is to take off, the employer shall allow the employee to take such day off on an alternative day upon which such employee is normally rostered to work ordinary hours.
 - (iii) Where an employee is sick or injured on the day rostered off in accordance with this clause the employee shall not be entitled to sick pay nor will the employee's sick pay entitlement be reduced as a result of such sickness or injury that day.
- (d) At each establishment an assessment should be made as to which method of implementation best suits that establishment and the proposal shall be discussed with employees concerned, the objective being to reach agreement on the method of implementation.
- (e) Employees may be required to work in excess of 8 ordinary hours per day but not more than 10 ordinary hours per day.
- (f) Circumstances may arise where different methods of implementation of the 38 hours week apply to various groups, individuals or sections of employees in the plant or establishment concerned.
- (g) Where the method of implementation adopted is in accordance with subclauses (a)(iii), (iv) or (v) of this clause the wages paid each week for ordinary hours shall be paid so that in each week when 40 hours (or more) are worked, the time in excess of 38 hours shall be kept in hand and paid to the employee in the pay week(s) that the rostered day(s) off occur; to enable an averaging of payments for ordinary time to occur over the particular work cycle.

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2. MEAL CRIB AND TEA BREAKS

(a) Meal Breaks

On each day Monday to Friday there shall be a cessation of work of not less than 30 minutes duration within the first 5 hours for employees to take a meal break.

PROVIDED that, by agreement between the employer and the employees and the union, the meal break may be shortened to not less than 20 minutes with a consequential adjustment to the daily time of cessation of work.

(b) Delayed Meal Breaks

An employee who is required to defer a meal break prescribed by subclauses (a) hereof shall, for the duration of such deferment, be paid at single time in addition to the appropriate rate.

(c) Overtime crib Breaks

(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.

(ii) Unless the period of overtime is less than one and a half hours an employee before starting overtime after working ordinary hours inclusive of time worked for accrual purposes in Part V - Hours of Work, Penalty Payments and Overtime, Clause 1 - Hours of Work and Clause 5 - Call Outs of this award shall be allowed a meal break of twenty minutes which shall be paid for at ordinary rates.

(iii) An employer and employee may agree to any variation of these provisions to meet the circumstances of the work in hand provided that the employer shall not be required to make payment in respect of any time allowed in excess of twenty minutes.

(d) Tea Breaks

(i) Two tea breaks of 7-1/2 minutes duration shall be allowed to employees without deduction of pay on each day or shift.

(ii) The times for taking such tea breaks shall be set by agreement between the employer and employees concerned.

(e) Extension of Breaks

The duration of any break prescribed by this clause may be extended by agreement between the employer and employees concerned.

PROVIDED that the employer shall not be required to pay for any such extension.

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3. REST PERIOD AFTER OVERTIME DUTY

- (a) When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least ten consecutive hours off duty between the work of successive days.
- (b) An employee who works so much overtime between the termination of his ordinary work on one day and the commencement of his ordinary work on the next day so that he/she has not had at least ten consecutive hours off duty between those times shall, subject to this clause, be released after completion of such overtime until he/she has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If, on the instructions of his employer, such an employee resumes or continues work without having had such ten consecutive hours off duty he/she shall be paid at double rates until he/she is released from duty for such period and he/she shall then be entitled to be absent until he/she has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (c) The provisions of this clause shall apply as if eight hours were substituted for ten hours when overtime is worked for the purpose of fire fighting.

4. OVERTIME

- (a) Overtime Rate

Except as otherwise provided in this clause, all time worked by an employee in excess of or outside the ordinary hours of work (inclusive of time worked for accrual purposes) shall be paid for at one and a half times the ordinary prescribed rate for the first two hours, and at double the ordinary prescribed rate for all time thereafter.

- (b) Computation of Overtime

For the purpose of computing overtime under this clause:

- (i) each day's work shall stand alone;
 - (ii) **'day'** shall mean all the time between the normal commencing time of one day and the normal commencing time of the next succeeding day;
 - (iii) **'Saturday'** shall mean all the time between midnight Friday and midnight Saturday;
 - (iv) **'Sunday'** shall mean all the time between midnight Saturday and midnight Sunday.
- (c) Saturday Work
 - (i) All time worked on a Saturday shall be paid for at the rate of time and one half for the first two hours and double time thereafter.

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- (ii) All work performed on the Saturday following Good Friday shall be paid for at the rate of double time and a half.
 - (iii) An employee required to work prearranged overtime on a Saturday shall be afforded at least three hours work or shall be paid for three hours at the appropriate rate.
- (d) Sunday Work
- (i) All time worked on a Sunday shall be paid for at the rate of double time.
 - (ii) An employee required to work prearranged overtime on a Sunday shall be afforded at least four hours work or shall be paid for four hours at the rate of double time.
- (e) Transport After Overtime

When an employee, after having worked overtime, finishes work at a time when reasonable means of transport are not available, the employer shall provide him/her with conveyance to his usual place of residence or to the nearest appropriate public transport.

5. CALL OUTS

- (a) Mondays to Fridays

An employee called out to work after the expiration of his customary working time and after he/she has left work for the day on Monday to Friday shall be paid for a minimum of three hours work calculated at one and a half times the ordinary prescribed rate for each time he/she is so called out.

PROVIDED that the employee, if required to work for two hours or more, shall be paid for a minimum of four hours work calculated at one and a half times the ordinary prescribed rate for the first two hours and at double the ordinary prescribed rate thereafter.

- (b) Saturdays

An employee called out to work on a Saturday shall be paid for a minimum of three hours work calculated at one and a half times the ordinary prescribed rate for each time he/she is so called out.

PROVIDED that the employee if required to work for two hours or more, shall be paid for a minimum of three hours work calculated at one and a half times the ordinary prescribed rate for the first two hours and at double the ordinary prescribed rate thereafter.

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(c) Sundays

An employee called out to work on a Sunday shall, for the first call out, be paid for a minimum of three hours work at the rate of double time; and for each subsequent call out shall be paid at the rate of double time for the actual time worked.

(d) Public Holidays

An employee called out to work on a public holiday shall, for the first call out, be paid for a minimum of three hours work at the rate of double time and a half; and for each subsequent call out shall be paid at the rate of double time and a half for the actual time worked.

6. BUSH FIRE FIGHTING

(a) The provision of this clause applies to situations where a fire is burning out of control requiring emergency attendance. It does not apply to regeneration burns and the mopping up operations associated with regeneration burns of wild fires.

(b) Retention Classification

An employee shall retain the classification applicable immediately prior to the outbreak of a wildfire, provided that the employer may for the purpose and during any period of wildfire firefighting operations specifically assign an employee to another classification for which a higher wage rates is prescribed in which case payment shall be made in accordance with the Part III - Wage Rates and Related Matters, Clause 3 - Mixed Functions of this award.

(c) Normal Hours of Work

The weekly total of hours at ordinary time shall not exceed 38 per week to be worked in accordance with the normal accrual provisions.

(d) Work Periods

The Minimum work period, except as provided for stand-by and call-outs, shall be eight consecutive hours inclusive of time worked for normal accrual purposes. A work period can only be terminated by a rest period of a minimum of eight hours.

(e) Rest Period

(i) An employee shall receive a rest period of at least eight consecutive hours between successive work periods.

(ii) If a rest period exceeds 16 hours, a new work period shall be deemed to commence at the expiration of such 16 hours.

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(f) Paid Rest Period

- (i) If a work period exceeds 16 hours due to an extreme emergency or lack of transport, an employee shall at the conclusion of such work period, receive a rest period of at least eight hours duration and shall, in respect of such rest period, be paid eight hours at ordinary rates.
- (ii) After eight hours of any paid rest period, a new work period shall be deemed to commence.

(g) Meal Intervals

Meal intervals shall not exceed forty-five minutes and shall be counted as time worked.

(h) Monday to Friday Payment

All time worked on any Monday to Friday (including time worked prior to fire fighting work) shall be paid for at the rate of ordinary time for the first eight hours and at the rate of time and one half for the next two hours, and at the rate of double time thereafter.

PROVIDED that:

- (i) the wage rate shall revert to ordinary time when the employee has received a rest period of eight hours.
- (ii) When penalty rates are being paid, and a work period extends beyond midnight, such penalty rates shall continue until the end of the work period.

(i) Saturday Work

Except where the provisions of subclause (h)(ii) hereof apply all time worked by an employee on a Saturday shall be paid for at the rate of time and one half for the first two hours and at double time thereafter.

(j) Sunday and Holiday Work

All time worked by an employee on a Sunday shall be paid for at double the ordinary prescribed rate and for all time worked on a holiday at two and one half times the ordinary prescribed rate.

(k) Stand-by

- (i) Stand-by shall mean all time during which an employee is required to be available for an immediate call to work.
- (ii) An employee on stand-by shall be available either at home or at such other place as is mutually agreed with the Employer.

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- (iii) Stand-by payment shall be at the rate of 50% of the employees hourly rate.
- (iv) Stand-by for employees on Saturdays, Sundays and Public holidays shall mean the eight hour period between 10.00am - 6.00pm.
- (v) An employee who is requested to stand-by on a Saturday, Sunday or Public holiday shall be entitled to eight hours' stand-by payment for each day so requested.

PROVIDED that the employee shall be entitled to only eight hours stand-by pay if by 5.00 pm on his last normal working day preceding a weekend, he/she is notified that stand-by for that weekend has been cancelled.

- (vi) During the period from November to April an Employer may, on any normal week day which has a high fire danger rating, place an employee on stand-by at the cessation of the normal working time for the day and/or his departure from the place where he/she normally ceases work for the day. Payment shall be made from the normal time of cessation of work at the rate as provided in subclause (k)(iii) hereof.
- (vii) Where an employee is called upon to perform fire fighting work on any day that he/she is on stand-by, he/she shall be paid for all time worked at the appropriate prescribed rate in addition to any entitlement for stand-by performed on that day.

(l) Call Outs

An employee recalled to perform work in or in connection with wildfire fighting shall be paid for a minimum of four hours work at the appropriate wage rate each time they are recalled.

PROVIDED that the employee shall not be required to work the full hours if the job for which recalled is completed in a shorter period.

PROVIDED FURTHER, that if such work continues for more than four hours, the employee shall be entitled to payment for a minimum work period of eight consecutive hours.

(m) Hourly Employees

Hourly employees shall be paid at one thirty-eighth of the prescribed weekly rate per hour.

(n) Travelling Time

All time spent by an employee in proceeding to and from a wildfire at the direction of the Employer, shall be deemed to be time worked. Payment shall commence from, and cease at, the Employer's depot, camp or normal pick up place in the home district.

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(o) Resumption of Normal Duties

Each employee who has been engaged on fire fighting work shall be entitled upon the cessation of such work and prior to the resumption of normal duties to clear break of ten hours without loss of pay for recognised working time occurring during such break.

PROVIDED that an employee who has been camped out for at least three nights shall be entitled to a clear break of twelve hours in accordance with subclause (o)(i).

PROVIDED FURTHER that these provisions shall not apply with respect to any fire fighting operations commenced and completed between the hours of 7.00am and 5.00pm on the same day.

(p) Provision of Meals

The Employer shall provide the usual three meals per day; provided that, where an employee is required to work at night, the employer shall provide suitable provisions at reasonable intervals. All food supplied by the Employer shall be free of charge.

(q) Tools and Equipment

Fire fighting tools and equipment may be carried on vehicles being used to transport employees provided that such tools and equipment are stowed on the vehicle in such manner as not to endanger or discomfort the passengers.

PART VI - LEAVE AND HOLIDAYS WITH PAY

1. ANNUAL LEAVE

(a) Period of Leave

Subject to the provisions of subclauses (b), (d) and (e) hereof, a period of 28 consecutive days, exclusive of any public holidays occurring during the period, shall be given and taken as leave annually to all employees, other than casual employees, after twelve months continuous service (less the period of annual leave) with an employer.

PROVIDED that where a rostered day off, as prescribed in Part V - Hours of Work, Penalty Payments and Overtime, Clause 1 - Hours of Work and Clause 5 - Call Outs of this award, falls during the period annual leave is taken, payment of accrued entitlements for such day shall be made in addition to annual leave payments prescribed in subclause (g) hereof.

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(b) Method of Taking Leave

- (i) Either 28 consecutive days, or two separate periods of not less than seven consecutive days in all cases exclusive of any public holidays occurring therein, shall be given and taken within six months from the date when the right to annual leave accrued.

PROVIDED that by agreement between the employer and the employee concerned, annual leave may be taken in three separate periods of not less than seven consecutive days.

- (ii) Where an employee requests that leave be allowed in one continuous period such request shall not be unreasonably refused. In the event of lack of agreement between the parties the matter shall be referred to the Commission for decision.
- (iii) In the circumstances where a public holiday falls within one day of a weekend or another public holiday the provision of paragraph (i) hereof may be altered by agreement between the employer and a majority of employees affected under this award to provide that a day of annual leave entitlement may be granted on the day between the said public holidays and/or weekend if an employee, or employer, requests it.
- (iv) Where annual leave is proposed to be given and taken in two periods, one of which is to be in conjunction with the Christmas and New Year holidays, representatives of the employers and employees, parties to this award, shall meet not later than 31 July in each year in order to fix the commencing and finishing dates for the following Christmas/New Year period of leave. Where no agreement can be reached between the representatives the matter shall be referred to the Commission for determination.

(c) Leave Allowed Before Due Date

- (i) An employer may allow an employee to take his annual leave prior to the employee's right thereto. In such circumstances the qualifying period of further annual leave shall not commence until the expiration of twelve months in respect of which the leave so allowed is taken.
- (ii) Where an employer has allowed an employee to take annual leave pursuant to paragraph (i) hereof and the employee's services are terminated (by whatsoever cause) prior to the employee completing the twelve months continuous service for which leave was allowed in advance, the employer may for each complete week of the qualifying period of twelve months not served by the employee, deduct from whatever remuneration is payable upon the termination of the employment $\frac{1}{52}$ of the amount of wages paid on account of the annual leave.

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(iii) Notwithstanding anything contained in this subclause an employee who has worked for twelve months in the industry with a number of different employers without taking annual leave, shall be entitled to take annual leave and be paid 1/12 of an ordinary week's wages in respect of each completed 40 hours of continuous service with his current employer.

(d) Proportionate Leave on Termination

Where an employee has given five working days or more continuous service, inclusive of any day off as prescribed in Part V - Hours of Work, Penalty Payments and Overtime, Clause 1 - Hours of Work of this award (excluding overtime), and he/she either leaves his employment or his employment is terminated by the employer he/she shall be paid 1/12 of an ordinary week's wages in respect of each completed five working days of continuous service with his current employer for which leave has not been granted or paid for in accordance with this award.

(e) Broken Service

Where an employee breaks his continuity of service by an absence from work for any reason other than a reason set out in subclause (f) hereof, the amount of leave to which he/she would have been entitled under subclause (a) hereof shall be reduced by 1/48 for each week or part thereof during which any such absence occurs and the amount of payment in lieu of leave to which he/she would have been entitled under subclause (d) hereof shall be reduced by 1/12 of a week's pay for each week or part thereof during which any such absence occurs.

PROVIDED, however, that no reduction shall be made in respect of any absence unless the employer informs the employee in writing of his intention so to do within fourteen days of the termination of the absence.

(f) Calculation of Continuous Service

For the purposes of this clause service shall be deemed to be continuous notwithstanding an employee's absence from work for any of the following reasons:

- (i) illness or accident up to a maximum of four weeks after the expiration of paid sick leave;
- (ii) bereavement leave;
- (iii) jury service;
- (iv) injury received during the course of employment and up to a maximum of 26 weeks for which workers' compensation has been received;
- (v) where called up for military service for up to three months in any qualifying period;
- (vi) long service leave;

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- (vii) any reason satisfactory to the employer or in the event of dispute satisfactory to the Commission.

PROVIDED that the reason shall not be deemed satisfactory unless the employee has informed the employer within 24 hours of the normal commencing time or as soon as practicable thereafter of the reason for the absence and probable duration thereof.

(g) Leave Payment

- (i) Payment for period of leave

Each employee, before going on leave, shall be paid in advance the wages which would ordinarily accrue to him/her during the currency of the leave.

- (ii) Annual leave loading

In addition to the payment prescribed in paragraph (i) hereof an employee shall receive during a period of annual leave a loading of 17-1/2% calculated on the rates, loadings, and allowances prescribed by Part III - Wage Rates and Related Matters, Clause 1 - Wage Rates, Part V - Hours of Work, Penalty Payments and Overtime, Clause 5 - Call Outs and Part VI - Leave and Holidays With Pay, Clause 1 - Annual leave of this award if applicable, together with any overaward payment for the ordinary hours of work per week.

- (iii) The loadings prescribed above shall also apply to proportionate leave on lawful termination of employment.

(h) Service Under Previous Award

For the purposes of calculating annual leave the service of the employee prior to the operative date of this award shall be taken into account 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 or made under any previous award.

- (i) Annual Close Down

Notwithstanding anything contained in this award an employer giving any leave in conjunction with the Christmas/New Year holidays may, either:

- (i) stand off without pay during the period of leave any employee who has not yet qualified under subclause (a) hereof; or
- (ii) stand off for the period of leave any employee who has not qualified under subclause (a) hereof and pay him/her (up to the period of the leave then given) at a rate of 1/12 of an ordinary week's wages in respect of each five days continuous service (excluding overtime).

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PROVIDED that where an employer decides to close down the establishment at the Christmas/New Year period for the purpose of giving the whole of the annual leave due to all, or the majority of the employees then qualified for such leave, at least two months notice of the intention so to do shall be given to the employees.

(j) Commencement of Leave - Distant Jobs

If an employee is still engaged on a distant job when annual leave is granted and the employee returns by the first reasonable means of transport to the place of engagement, or if employed prior to going to country work the place regarded as the employer's headquarters, annual leave shall commence on the first full working day following the employee's return to such place of engagement or headquarters as the case may be.

(k) Prohibition Against Alternative Arrangements

An employer shall not make payment to an employee in lieu of annual leave or any part thereof except as is provided for in this clause, and no contract, arrangement, or agreement shall annul, vary or vitiate the provisions of this clause whether entered into before or after the commencement of this award.

2. SICK LEAVE

(a) An employee other than a casual employee as defined who is absent from work on account of personal illness or on account of injury by accident, other than that covered by workers' compensation, shall be entitled to leave of absence, without deduction of pay, subject to the following conditions and limitations:

- (i) He/she shall within 24 hours of the commencement of such absence inform the employer of his inability to attend for duty, and, as far as practicable, state the nature of the injury or illness and the estimated duration of his absence.
- (ii) He/she shall prove to the satisfaction of the employer (or in the event of dispute the Commission) that he/she was unable on account of such illness or injury to attend for duty on the day or days for which sick leave is claimed.
- (iii) An employee during his first year of employment with an employer shall be entitled to sick leave entitlement at the rate of one day at the beginning of each of the first ten calendar months of his first year of employment.

PROVIDED that an employee who has completed one year of continuous employment shall be credited with a further ten days sick leave entitlement at the beginning of his second and each subsequent year, which, subject to subclause (c) hereof shall commence on the anniversary of engagement.

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- (b) 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 he/she 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 he/she produces to the employer a certificate of a duly qualified medical practitioner stating that the employee was unable to attend for duty on account of personal illness or 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. Nothing in this subclause shall limit the employer's rights under paragraph (a)(ii) hereof.

- (c) Sick leave with an employer shall accumulate from year to year so that any balance of the period specified in paragraph (a)(iii) hereof which in any year has not been claimed by the employee and subject to the conditions herein prescribed shall be allowed by that employer in a subsequent year, without diminution of the sick leave prescribed in respect of that year.
- (d) 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.
- (e) If an employee is terminated by his 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 case the employee's next year of service will commence after a total of twelve months has been served with that employer excluding the period of interruption in service from the date of commencement of the previous period of employment or at the anniversary of the commencement of the previous period of employment, as the case may be.

3. 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.

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- (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.

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(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 sick 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 sick 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 sick 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 - Sick Leave

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

(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 sick 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) 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.

4. BEREAVEMENT LEAVE

An employee shall on the death within Australia of a wife, husband, mother, father, parents-in-law, brother, sister, child, or stepchild, be entitled on notice to leave up to and including the day of the funeral of such relation (or where made necessary because of travel arrangements, the day after the funeral), and such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in two ordinary days of work. Proof of such death shall be furnished by the employee to the satisfaction of the employer.

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PROVIDED that this clause shall have no operation while the period of entitlement to leave under it coincides with any other period of entitlement to leave.

For the purpose of this clause the words **'wife'** and **'husband'** shall include a person who lives with the employee as a de facto wife or husband.

PROVIDED FURTHER that, with the consent of the employer, which consent shall not be Unreasonably withheld, an employee shall, in addition to this entitlement to paid bereavement leave, be entitled to reasonable unpaid bereavement leave up to ten working days in respect of the death of a relation to whom the clause applies, and that any dispute as to the granting of unpaid bereavement leave may be referred to the Commission.

5. HOLIDAYS WITH PAY AND HOLIDAY WORK

- (a) An employee, other than a casual employee (as defined) shall be entitled to the following holidays without deduction of pay.

PROVIDED that if any other day be generally observed in a locality as a substitute for any of the said holidays, the day so substituted shall be observed:

New Year's Day
Australia Day
Good Friday
Easter Monday
Anzac Day
Birthday of the Sovereign
Eight Hour Day or Labour Day
Christmas Day
Boxing Day
Show Day

And, in addition, Regatta Day in Southern Tasmania (i.e. Oatlands and all towns south of Oatlands) or Recreation Day in Northern Tasmania (i.e. all towns north of Oatlands).

PROVIDED that, where, in any locality, a Show Day falls on a Saturday or Sunday, an employer whose premises are in that locality shall grant his employees another day as a paid holiday in lieu thereof.

Such entitlement shall be taken on a day determined by the employer after conferring with the employees concerned provided that any disagreement shall be resolved by the Commission.

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(b) Proclaimed or Gazetted Holidays

Where in a State or Territory or locality within a State or Territory an additional holiday is proclaimed or gazetted by the authority of the Commonwealth Government or of a State or Territory Government and such proclaimed or gazetted holiday is to be observed generally by persons throughout that State or Territory or a locality thereof, other than by those covered by federal award, 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 purpose of this award, for employees covered by this award who are employed in the State, Territory or locality in respect of which the holiday has been proclaimed or ordered as required.

(c) Substitution by Agreement

By agreement between an employer and the union, other days may be substituted for any of the days set out in subclause (a) hereof.

(d) Work on a Public Holiday

- (i) All work performed on any of the holidays prescribed in this clause or substituted in lieu thereof shall be paid for at the rate of double time and a half.
- (ii) An employee required to work on a public holiday shall be afforded at least four hours work or paid for four hours at the appropriate rate.

(e) Termination - Group of Holidays

- (i) An employer who terminates the employment of an employee except for reasons of misconduct or incompetency (proof of which shall lie upon the employer) shall pay the employee a day's ordinary wages for each holiday prescribed in this clause or each holiday in a group as prescribed in paragraph (ii) hereof which falls within ten consecutive days after the day of termination.
- (ii) Where any two or more of the holidays prescribed in this clause occur within a seven day span, such holidays shall for the purpose of this award be a group of holidays. If the first day of the group of holidays falls within ten consecutive days after termination, the whole group shall be deemed to fall within the ten consecutive days.

Christmas Day, Boxing Day and New Year's Day shall be regarded as a group.

- (iii) No employee shall in any one year be entitled to receive payment from more than one employer in respect to the same public holiday or group of holidays.

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6. JURY SERVICE

- (a) An employee required to attend for jury service shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of his attendance for such jury service and the amount of wage he/she would have received in respect of the ordinary time he/she would have worked had he/she not been on jury service.
- (b) An employee shall notify his employer as soon as practicable of the date upon which he/she is required to attend for jury service, and shall provide his employer with proof of this attendance, the duration of such attendance and the amount received in respect thereof.

7. TRADE UNION TRAINING LEAVE

- (a)
 - (i) Subject to all qualifications in this clause, an employee appointed or elected as an accredited representative of the union (as defined) shall, upon application in writing to the employer, be granted up to 5 days leave each calendar year non-cumulative to attend courses conducted or approved by the Australian Workers Union, Tasmania Branch.
 - (ii) Such courses shall be designed and structured with the objective of promoting good industrial relations within the Silviculture and Afforestation Industry.
 - (ii) Consultation may take place between the parties and where appropriate, in the furtherance of this objective.
- (b) For the purposes of this clause an **'accredited representative of the union'** shall mean a job steward recognised by the employer in accordance with Part IX - Award Compliance and Union Related Matters, Clause 2 - Job Representatives of this award.

PART VII - CONSULTATION AND DISPUTE RESOLUTION

1. SETTLEMENT OF DISPUTES

- (a) Where an employee has submitted a request concerning any matter directly connected with employment to a foreman or a more senior representative of management and that request has been refused, the employee may, if he/she so desires, ask the job representative to submit the matter to management and the matter shall then be submitted by the job representative to the appropriate representative of the employer concerned.
- (b) If not settled at this stage the matter in dispute shall be submitted by an organiser or the secretary of the union to the employer.

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- (c) If not settled at this stage the matter in dispute shall then be discussed between such representatives of the union as the union may desire and the employer who may be accompanied by or represented by such officers or representatives of an association of employers as they may desire with a view of settling the dispute.
- (d) If the matter is still not settled it shall be submitted to the Commission for determination.
- (e) Where the above procedures are being followed work shall continue normally in accordance with the established custom and practise except as to bona fide safety issues. No party shall be prejudiced as to the final settlement by such continuation of work.
- (f) The parties shall take all reasonable steps to ensure that the above procedures are completed within five working days of a grievance or dispute being raised by an employee.

PART VIII - OCCUPATIONAL HEALTH AND SAFETY, TOOLS AND AMENITIES

1. CLOTHING AND SPECTACLES

- (a) An employee whose clothes, spectacles or hearing aids have been accidentally spoilt by acid, sulphur or other deleterious substances, shall be paid such amount to cover the loss thereby suffered by him/her as may be agreed upon between him/her and his employer.
- (b) An employee shall be reimbursed by his employer to a maximum of \$1,110.00 for loss of clothes by fire or breaking and entering whilst securely stored at the employer's direction in a room or building on the employer's premises, job or workshop or in a lock-up.
- (c) Where safety glasses are to be worn at the direction of the employer such glasses shall be provided free of charge to each employee and where it is necessary for optically prescribed glasses to be hardened, the cost of such hardening shall be met by the employer.
- (d) Where an employee during the course of his employment suffers loss or damage to his spectacles by cause for which he/she is not solely responsible he/she shall be compensated by the employer to the extent of the loss or damage sustained. This subclause shall not apply when an employee is entitled to workers' compensation in respect to the damage.

2. FIRST AID

- (a) A first aid kit shall be provided and maintained by the employer on each job.

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- (b) An employee who has first aid qualifications and is appointed by the employer to carry out first aid in addition to usual duties shall be paid an additional rate of \$1.95 per day.

3. PROTECTIVE CLOTHING

- (a) The employer shall provide free of charge any waterproof protective clothing required by an employee for particular tasks he/she may be performing. Items such as gloves, overalls, basel aprons, etc., shall be provided to employees using toxic substances, bitumen, tar, green timber, second-hand timber, bricks, etc.
- (b) The employer shall provide on the job adequate detergents and solvents for the removal of excessive dirt, bitumen, emulsions, paint and similar substances from the employee's person and the cost of such detergents or solvents shall be borne by the employer.
- (c) Fire fighters shall be provided with and use:
 - (i) Overalls or a long sleeved shirt/trouser combination of a suitable material to provide protection from heat radiation and sparks, in a highly visible colour. Suitable fabrics include cotton, wool, denim or special flame-resistant material. Flammable fabrics or those that might melt, such as nylon or other synthetics including safety trousers and chaps containing such fabrics should not be worn.
 - (ii) Safety helmets suitable for fire fighting (refer AS1801 *Occupational protective helmets*).
 - (iii) Goggles and smoke masks, when conditions require.
 - (iv) Protective gloves which provide protection against cuts, punctures and heat penetration. And
 - (v) Non-slip boots which provide good ankle support.
- (d) Each employee shall be entitled to the following issue of protective clothing and equipment:
 - 1 pair gumboots;
 - 2 pair overalls;
 - 1 high visibility bush shirt;
 - 1 pair of eye protection, ear protection and gloves;
 - 1 pair safety boots;
 - 1 safety helmet;
 - 1 high visibility vest; and
 - 1 raincoat and 1 pair of waterproof trousers **or** 1 pair of waterproof overalls;shall be issued.

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4. AMENITIES

- (a) Facilities provided at a Depot shall include:
 - (i) Hot and cold water for employees
 - (ii) A lunch room with suitable tables, seating accommodation and facilities for washing eating utensils.
 - (iii) A suitable locker for those employees who request one.
 - (iv) Shower facilities
 - (v) Washing and sanitary conveniences which are to be kept in a clean and hygienic condition.
 - (vi) Facilities provided at a Depot will be available during normal working hours to employees. For employees working in the field, these facilities will be available outside normal working hours except for those employees involved in the use of dangerous chemicals or in the event of accidental spillage of oil or fluid of such a nature requiring a change of clothing. Where a shower is required, the maximum duration shall be for 30 minutes in the employer's time and paid for at the ordinary prescribed rate.
- (b) Facilities provided in the field shall include
 - (i) Mobile caravans equipped with a stove and suitable table / seating facilities.
 - (ii) Clean water for washing and drinking.
 - (iii) A suitable locker for those employees who request one.
 - (iv) The employer will provide a room for the drying of wet clothes.
- (c) Provided that the provision of this clause shall not apply to persons engaged in fire suppression duties where a fire is burning out of control requiring emergency attendance or regeneration burns and the mopping up operations associated with regeneration burns or wild fires.

PART IX - AWARD COMPLIANCE AND UNION RELATED MATTERS

1. RIGHT OF ENTRY

An official of The Australian Workers' Union, Tasmania Branch shall have the right to enter the employer's premises in accordance with the provisions of Section 77 of the *Industrial Relations Act 1984*.

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2. JOB REPRESENTATIVES

- (a) An employee who, pursuant to the Constitution and General Rules of the union, is appointed or elected to the position of job representative shall be recognised as such by the employer and shall be allowed all reasonable time without loss of pay during working hours to attend to industrial matters on the site or to attend hearings and conferences before an appropriate industrial tribunal; provided that such industrial matters, hearings, and conferences relate to the job representative's employer.
- (b) An employer shall, where possible, allow the job representative reasonable access to telephone and facsimile facilities and shall also ensure privacy.

3. UNION NOTICE BOARDS

The employer shall provide noticeboards of reasonable dimensions which shall be for the exclusive use of the union to display notices to employees at the depot or caravan.

4. TIME AND WAGES RECORDS

Each employer shall keep a time and wages record showing the name of each employee, the classification of each employee, the hours worked each day, the location of the work place and the wages and allowances paid each week. This record shall be open for inspection to a duly accredited union official during the usual hours of work at the employee's site. Time records shall be open to inspection by such accredited official for the purpose of obtaining information therefrom relating to persons covered by the terms of this award and in the event that such records are kept in other than the work place, they shall be produced at the work place within 48 hours of the official requesting an inspection.

5. POSTING OF AWARD

The employer shall cause a copy of the award and all variations thereto to be exhibited in a prominent position at every site.

Tim Abey
COMMISSIONER

30 August 2004