TASMANIAN INDUSTRIAL COMMISSION

Industrial Relations Act 1984
s23 application for award or variation of award

Tasmanian Trades and Labor Council
(T12444 of 2005)
Private Sector Awards

FULL BENCH:
PRESIDENT P L LEARY
COMMISSIONER T J ABEY
COMMISSIONER J P McALPINE

Award variation – Personal Leave – application approved – operative date 15 March 2006

TEMCO ENTERPRISE AWARD

ORDER BY CONSENT –

No. 1 of 2006

THE TEMCO ENTERPRISE AWARD IS VARIED IN THE FOLLOWING MANNER:
1. By deleting Clause 15 – Leave Provisions, and inserting in lieu thereof the following:

"15. LEAVE PROVISIONS

(a) Annual Leave

(i) Leave Entitlement

(1) All employees, excluding part time employees, shall accrue annual leave as follows:

(A) Day Workers

160 hours after each twelve months of continuous service exclusive of public holidays falling during the leave period for which day workers will accrue a credit of eight (8) standard hours for each such public holiday.

(B) Shift Workers - Working Rostered Shifts

204 hours (17 shifts) after each twelve months of continuous service, inclusive of any public holidays falling during the leave period.

PROVIDED that a day worker shall accrue an additional eight (8) hours leave for each 30 twelve hour shifts worked during the accrual period.

(2) Short Term Employees

Notwithstanding anything contained elsewhere in this award, short term employees shall be paid all annual leave entitlements in lieu on termination.

(3) Part Time Employees

Part time employees shall be entitled to accrue leave pro rata to full time weekly hours of work.

(ii) Accrual Period

Annual Leave shall accrue from 1st June in any one year until 31st May the following year.

Employees who commence with TEMCO on other than 1st June shall, at 31st May in their first year of employment, be entitled to pro rata leave if at least 48 hours leave has accrued. If accrual is less than 48 hours, it shall be carried over until 31st May the following year.
(iii) Taking Of Leave

Annual leave shall be given and taken in one continuous period or, by agreement, in separate periods, each of at least one calendar week in duration or, in the case of twelve hour shift workers, at least one shift block in duration.

(iv) Calculation Of Continuous Service

Continuous service shall not be disrupted by any of the following:

(1) any interruption or determination of the employment by TEMCO if made to avoid annual leave obligations; and

(2) any absence from work on account of personal sickness or accident in accordance with subclause (f) - Personal Leave of this clause; and

(3) any paid absence from work on account of leave lawfully granted by TEMCO; and

(4) any unpaid absence from work on account of leave lawfully granted by TEMCO; and

(5) any other absence from work where the absent employee can prove reasonable cause to TEMCO.

(v) Service For Which Annual Leave Does Not Accrue

Any absences under subclause (a) - Annual Leave, paragraph (iv) - Calculation of Continuous Service, subparagraph (2) of this clause, for which payment is not made, shall not accrue annual leave entitlements.

Any absences under subclause (a) - Annual Leave, paragraph (iv) - Calculation of Continuous Service, subparagraph (4) and subclause (a) - Annual Leave, paragraph (iv) - Calculation of Continuous Service, subparagraph (5) of this clause shall not accrue annual leave entitlements.

(vi) Payment In Lieu Prohibited

Except as specifically provided elsewhere in this award, payment may not be made in lieu of annual leave.

(vii) Time Of Taking Annual Leave

Annual leave shall be given by TEMCO and taken by each employee within a period of twelve months from 31st May each year when the leave falls due.

An employee shall be entitled to at least two weeks notice of the date on which annual leave is to be commenced.
An employee may request, or agree upon request from TEMCO, to postpone the taking of a period of annual leave by up to a further twelve months. A request must be in writing and there shall be extenuating circumstances involved.

(viii) Annual Leave Before Due Date

An employee may request, or agree upon request from TEMCO, to take annual leave in advance of the due date of 31st May.

If agreement is reached, and the employee subsequently terminates in employment for any reason, the monetary value of any leave which has been granted yet not accrued at the date of termination will be recovered by TEMCO from any termination moneys.

(ix) Payment For Period Of Annual Leave

(1) Form Of Payment

Each employee shall be paid for annual leave the salary and, if applicable, shift work payment that would have been received had it not been for the annual leave.

(2) Method Of Payment

The payment shall be made, at the employee's option, in the following manner:

(A) in advance of the commencement of leave except where leave has been granted at short notice due to extenuating circumstances; or

(B) on a normal fortnightly basis direct to the employee's nominated account(s) with participating financial institutions.

(x) Proportionate Leave On Termination

(1) Service Less Than One Fortnight

An employee who does not complete one fortnight's continuous service shall not be entitled to proportionate leave on termination.

(2) Calculation Of Proportionate Leave

Proportionate Leave upon termination shall be calculated at the rate of 3.077 hours for each completed forty standard hours of work in any incomplete accrual period for which leave has not already been granted under subclause (a) - Annual Leave, paragraph (viii) - Annual Leave Before Due Date of this clause. It shall be paid at the employee's fortnightly salary applicable at the time of termination.
(xi) Close Down

TEMCO may close down a section or sections of the plant.

TEMCO may allow annual leave to all or the majority of employees in the affected section(s), or an equivalent number of employees from other sections of the plant.

In the event of a close down, TEMCO will consult with the affected employees about the method of payment for the close down and use of proportionate leave accrued.

(xii) Injury Or Illness During Annual Leave

TEMCO may, upon supply of an acceptable medical certificate covering the entire period of illness or injury of not less than seven (7) consecutive days during the leave period, substitute personal leave for annual leave.

(b) Bereavement Leave

(i) Paid Leave Entitlement

(1) Eligibility For Bereavement Leave

(A) An employee, other than a daily employed short term employee is entitled to leave on each occasion where the employee is absent from work because of the death of the employee's close relative.

(B) TEMCO reserves the right to make other paid or unpaid bereavement leave available, dependent upon the individual circumstances.

(2) Payment For Bereavement Leave

Bereavement leave shall be paid at the salary and, if applicable, shift work payment which would have been made to the employee for rostered attendance at work had it not been for the Compassionate Leave.

(3) Unpaid Bereavement Leave

An employee may take unpaid bereavement leave by agreement with the employer.
(c) Jury Service

(i) An employee other than a daily employed short term employee, required to attend for Jury Service shall be reimbursed by TEMCO an amount equal to the difference between the amount paid in respect of attendance for such Jury Service and the amount of salary and, if applicable, shift work payment due had the employee not been on Jury Service; and

(ii) an employee shall notify TEMCO as soon as possible of the date upon which attendance for Jury Service is required. Further, the employee shall provide to TEMCO proof of attendance, the duration of such attendance and all fees received in respect of such Jury Service.

(d) Holidays With Pay

(i) Application

(1) Day Workers - Normally Working Eight-Hour Days;

These employees shall not normally be required to work on holidays with pay.

(2) Day Workers - Normally Working Ten-hour Days;

These employees shall not normally be required to work on holidays with pay.

PROVIDED that:

(A) if there is one or two holidays with pay in a fortnightly pay period the employees concerned shall still work for the remaining eight days in the fortnight and accrue a credit of eight standard hours for each such public holiday;

OR

(B) if there are three holidays with pay in a fortnightly pay period, the employees concerned shall still work for the remaining seven days in the fortnight and the third public holiday will be deemed to be standard hours worked for the purpose of Clause 14 - Hours of Work, subclause (a) - Day Work, paragraph (i) - Standard Working Hours of this award.

(3) Shift Workers

Employees in this category shall work on days observed as holidays with pay in accordance with their roster.
(ii) Prescribed Holidays With Pay

The following days, or the days for which the holidays with pay is proclaimed, shall be observed as holidays with pay:

(1) New Year's Day
(2) Australia Day
(3) Labour Day
(4) Good Friday
(5) Easter Monday
(6) Anzac Day - or the following Monday if 25th April falls on a Saturday or Sunday
(7) Queen's Birthday
(8) Launceston Show Day
(9) Recreation Day
(10) Christmas Day
(11) Boxing Day
(12) Any special days appointed by proclamation as holidays with pay throughout the State of Tasmania.

(iii) Payment For Holidays With Pay

The incidence of holidays with pay will not affect the salary, and if applicable, shift work payment of employees.

(iv) Changes To Holidays With Pay

Where TEMCO and a majority of the affected employees agree, another day may be substituted for any of the holidays.

(e) 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.
(i) Definitions

For the purposes of this clause:

(1) ‘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.

(2) ‘Continuous service’ means service under an unbroken contract of employment and includes:

(A) any period of leave taken in accordance with this clause;

(B) any period of part-time employment worked in accordance with this clause; or

(C) any period of leave or absence authorised by the employer or by the award.

(3) ‘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.

(4) ‘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.

(5) ‘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.

(6) ‘Primary care-giver’ means a person who assumes the principal role of providing care and attention to a child.

(7) ‘Spouse’ includes a de facto or a former spouse.

(ii) Entitlement

(1) 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.
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:

(A) for maternity and paternity leave, an unbroken period of up to one week at the time of the birth of the child;

(B) for adoption leave, an unbroken period of up to three weeks at the time of placement of the child.

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.

(iii) Maternity Leave

(1) An employee must provide notice to the employer in advance of the expected date of commencement of parental leave. The notice requirements are:

(A) 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;

(B) of the date on which the employee proposes to commence maternity leave and the period of leave to be taken – at least 4 weeks.

(2) 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.

(3) 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.

(4) An employee may commence maternity leave at any time within six weeks immediately prior to the expected date of birth.

(5) 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.
(iv) Special Maternity Leave

(1) Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child, then the employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.

(2) Where an employee is suffering from an illness not related to the direct consequences of the confinement, an employee may take any paid personal leave to which she is entitled in lieu of, or in addition to, special maternity leave.

(3) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take any paid personal leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of paid personal leave, special maternity leave and parental leave, including paternity leave taken by her spouse, may not exceed 52 weeks.

(v) 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.

(vi) Paternity Leave

(1) A male employee will provide to the employer at least 10 weeks prior to each proposed period of paternity leave:

(A) 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

(B) written notification of the proposed dates on which the period of paternity leave will start and finish and
(C) a statutory declaration stating:

(aa) that period of paternity leave will be taken to become the primary care-giver of a child;

(bb) particulars of any period of maternity leave sought or taken by the mother, and

(cc) that for the period of paternity leave, the employee will not engage in any conduct inconsistent with their contract of employment.

(dd) 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.

(vii) Adoption leave

(1) 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.

(2) Before commencing adoption leave, an employee will provide the employer with a statutory declaration stating:

(A) the employee is seeking adoption leave to become the primary care-giver of the child;

(B) particulars of any period of adoption leave sought or taken by any other person in respect of that child, and

(C) that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.

(3) An employer may require an employee to provide confirmation from the appropriate government authority of the placement.

(4) 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.

(5) 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.
(6) 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.

(viii) 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.

(ix) Part time work

(1) Entitlement

With the agreement of the employer:

(A) 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.

(B) 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.

(2) 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.

(3) 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.

(4) Transitional Arrangements - Annual Leave

(5) 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.
(6) (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.

(x) Transitional Arrangements - Personal Leave

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

(xi) 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.

(xii) 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.

(xiii) 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).

(xiv) 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.

(xv) 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.

(xvi) Replacement Employees

(1) 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.

(2) A replacement employee may be employed part-time. The provisions of this subclause in relation to annual leave and personal leave apply to the part-time employment of replacement employees.
(3) 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.

(4) Unbroken service as a replacement employee shall be treated as continuous service.

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

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

Unless otherwise agreed between employee and employer, and consistent with the provisions of this clause

(1) 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.

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

(3) 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.

(4) 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.

(xviii) Redundancy

(1) 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.
(2) 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.

(xix) Right To Request Variation To Parental Leave Provision

(1) An employee entitled to parental leave pursuant to the provisions of this clause may request the employer to allow the employee:

(A) to extend the period of simultaneous unpaid parental leave up to a maximum of eight weeks;

(B) to extend the period of unpaid parental leave by a further continuous period of leave not exceeding 12 months;

(C) to return from a period of parental leave on a part-time basis until the child reaches school age,

to assist the employee in reconciling work and parental responsibilities.

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

(xx) Communication During Parental Leave

(i) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:

(A) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and

(B) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.

(2) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee’s decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
(3) The employee shall also notify the employer of changes of address or other contact details which might affect the employer’s capacity to comply with (l)(i)(1).

(f) Personal Leave

For employers who do not subsidise a sick or accident fund for the benefit of their employees, the provisions of this clause shall apply.

(i) Definitions

(1) spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse means a person of the opposite sex to the employee who lives with the employee as his or her husband or wife on a bona fide domestic basis; and

(2) child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

(ii) Amount of Paid Personal Leave

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

(A) due to personal illness or injury; or

(B) for the purposes of caring for an immediate family or household member who is sick and requires the employee’s care and support or who requires care due to an unexpected emergency.

(2) Personal leave shall be provided to employees who are absent from work because of genuine personal illness or injury (excluding Workers’ Compensation).

TEMCO reserves the right to review each individual case as appropriate, based upon merit.

(3) Personal leave will normally be paid at the salary and, if applicable, shift work payment which would have been made to the employee for rostered attendance at work had it not been for the personal leave. In abnormal circumstances, personal leave may be partially paid or unpaid.

(iii) Personal Leave for Personal Injury or Sickness

An employee is entitled to use the full amount of their personal leave entitlement including accrued leave for the purposes of personal illness or injury, subject to the conditions set out in this clause.
(iv) Personal Leave to Care for an Immediate Family or Household Member

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

Leave may be taken for part of a single day.

(2) By agreement between an employer and an individual employee, the employee may access an additional amount of their accrued personal leave for the purposes set out in paragraph (iv)(1), beyond the limit set out in subparagraph (iv)(1). In such circumstances, the employer and the employee shall agree upon the additional amount that may be accessed.

(v) Employee Must Give Notice

Employees shall, wherever possible, notify TEMCO before commencing personal leave and give as much advance notice as is practicable.

The notification shall state, as far as practicable, the following:

(1) nature of the illness or injury; and

(2) estimated length of absence.

(vi) Evidence Supporting Claim

(1) An employee seeking personal leave shall forward an appropriately completed personal leave application form to his or her Supervisor for the leave required, and provide proof which is satisfactory to TEMCO for the period of absence.

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

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

OPERATIVE DATE

These variations shall come into operation on and from 15 March 2006.

Tim Abey
COMMISSIONER

24 March 2006