

**TASMANIAN INDUSTRIAL COMMISSION**

**Industrial Relations Act 1984**

s.23 application for award or variation of award

**Tasmanian Trades and Labor Council**

(T13471 of 2009)

**Private and Public Sector Awards**

**FULL BENCH:**

PRESIDENT P L LEARY

DEPUTY PRESIDENT P C SHELLEY

COMMISSIONER T J ABEY

**Wage Rates – State Wage Case 2009 – application amended - application to vary private and public sector awards – award wage rates to be increased by \$12.00 per week - wage related allowances to be increased by 1.9% – meal allowance increased to \$15.40 - Supported wage increased to \$71.00 - State Minimum Wage rate determined at \$558.10 - s.35(1)(b) – operative date ffpp 1 August 2009 - Wage Fixing Principles set aside in part**

**PRODUCE AWARD**

**ORDER -**

**No. 1 of 2009  
(Consolidated)**

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

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

### **1. TITLE**

This award shall be known as the "Produce Award".

### **2. INDEX**

<u>SUBJECT MATTER</u>	<u>CLAUSE NO.</u>	<u>PAGE NO.</u>
<b>Part I - Application and Operation of the Award</b>		
Title	1	2
Index	2	2
Scope	3	3
Date of Operation	4	4
Award Interest	5	4
Supersession	6	5
General Definitions	7	5
<b>Part II - Employment Relationship and Associated Matters</b>		
Contract of Employment	1	6
Casual Employees	2	6
Part Time Employees	3	7
<b>Part III - Wage Rates and Related Matters</b>		
Wage Rates	1	8
Classification Descriptors	2	9
Supported Wage System	3	22
Higher Duties	4	24
Payment of Wages	5	25
Superannuation	6	26
Minimum Wage	7	26
<b>Part IV - Allowances</b>		
Cold Places Allowance	1	28
Dust Allowance	2	28
Fares and Expenses	3	28
First Aid Allowance	4	28
Meal Allowance	5	28
Tool Allowance	6	29
<b>Part V - Hours of Work, Penalty Payments and Overtime</b>		
Hours	1	30
Holidays with Pay and Sunday Work	2	33

Meal and Rest Periods	3	33
Overtime Rates	4	34
Rest Periods During Overtime	5	34
Saturday Work - Clerical and Administrative Employees Only	6	35
Shiftwork	7	35
Requirement to Work Reasonable Overtime	8	38

#### **Part VI - Leave and Holidays With Pay**

Annual Leave	1	39
Bereavement Leave	2	41
Holidays With Pay	3	41
Parental Leave	4	42
Personal Leave	5	51

#### **Part VII - Consultation and Dispute Resolution**

Consultative Procedures	1	55
Enterprise Flexibility	2	55
Settlement of Disputes	3	56

#### **Part VIII - Occupational Health and Safety, Tools and Amenities**

Precautions When Handling Dead Wool	1	57
Protective Clothing	2	57

#### **Part IX - Award Compliance and Union Related Matters**

Notice Board	1	58
Posting of Award	2	58
Shop Stewards	3	58
Right of Entry of Union Officials	4	58

### **3. SCOPE**

This award is established in respect of the industry of:

- (a) auctioneering, and/or produce merchandising [as defined]
- (b) hop and/or fruit merchandising, and/or cool store keeping and/or refrigeration store keeping;
- (c) wool, skin and hide merchandising;
- (d) fruit wholesalers;

- (d) seller of agricultural machinery and/or equipment

**'Produce Merchandising'** means the operation of a produce merchandiser engaged predominantly in the business of handling and/or selling of agricultural production and goods and materials used in the process of or as an aid to agricultural production except where the handling or sale of such products is specifically subject to another award of the Tasmanian Industrial Commission.

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

This award shall come into operation from the first full pay period commencing on or after 1 August 2009.

#### **5. AWARD INTEREST**

- (a) The following employee organisations have an interest in this award under Section 63(10) of the *Industrial Relations Act 1984*:
- (i) the Australian Municipal, Administrative, Clerical and Services Union;
  - (ii) The Australian Workers' Union Tasmania Branch;
  - (iii) the Construction, Forestry, Mining and Energy Union Tasmanian Branch;
  - (iv) the National Union of Workers (Central Branch); and
  - (v) the Shop, Distributive and Allied Employees Association, Tasmanian Branch.
- (b) The following employer organisations have an interest in this award under Section 63(10) of the Industrial Relations Act 1984:
- (i) The Hop Producers' Association of Tasmania; and
  - (ii) The Retail Traders Association of Tasmania.
- (c) The following organisation is deemed to have an interest in this award pursuant to Section 62(2) of the Industrial Relations Act 1984 :
- the Tasmanian Chamber of Commerce and Industry Limited.
- (d) 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. SUPERSESSION**

This award incorporates and supersedes the Produce Award No. 1 of 2008 (Consolidated)

## **7. GENERAL DEFINITIONS**

**'Auctioneer'** means an employee engaged in the work of offering for sale by public auction livestock, dead stock, produce, real estate and/or furniture and effects and who holds a licence for such purpose.

**'Automotive Parts Interpreter (Specialist)'** means an adult employee who has completed a formal course of technical school training in the automotive parts industry regulated by an apprenticeship authority or apprenticeship board constituted under this award, or who has had at least seven years experience in the automotive parts distribution industry, and who is required by the employer to perform the duties related to automotive parts sales and distribution and who is required in the performance of such duties to have and utilise detailed knowledge of the workings of a wide range of vehicles and uses such knowledge to interpret the proper application of all component parts as required.

**'Commercial traveller'** shall mean a person over the age of 21 years employed outside the employer's place of business in the process, trade, business or occupation of:

- (a) soliciting orders for articles, goods, wares, merchandise or materials;
  - (i) wholesale in quantity for resale;
  - (ii) to be used by the purchaser or by persons in the manufacture, production, preparation or distribution of commodities for sale.
- (b) soliciting orders for articles, goods, wares, merchandise or materials to be used by the purchaser or by the person from whom the order was solicited in their business, trade, or occupation, or (in the case of a public or semi-public body) for the purpose of its undertaking.
- (c) buying outside the employer's place of business for some person, firm or company engaged in wholesale business for resale in any form.

## PART II - EMPLOYMENT RELATIONSHIP AND ASSOCIATED MATTERS

### 1. CONTRACT OF EMPLOYMENT

'Weekly employee' means an employee engaged and paid by the week.

- (a) If it is intended to engaged an employee as a weekly employee the employee shall be notified in writing at the commencement of the engagement as such that the engagement is to be a weekly one and failing such notification, the employee shall be paid at casual rates.
- (b) Where a weekly employee is engaged to begin work on any day other than the customary payday, the employee shall be entitled to be paid at casual rates for the broken portion of the week worked by that employee.
- (c) The engagement of a weekly employee shall be terminable by not less than one week's notice on either side (except in the case of misconduct, when no notice shall be necessary), and such notice shall commence to run from the beginning of the customary weekly period, except for the purposes of Stores Employees only in the first month of employment where engagement shall be terminated by not less than one hour's notice on either side (except in the case of misconduct, when no notice shall be necessary).
- (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 deskilling.
  - (ii) An employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.
  - (iii) Any direction issued by an employer pursuant to paragraphs (i) and (ii) herein shall be consistent with the employee's responsibilities to provide a safe and healthy working environment.

### 2. CASUAL EMPLOYEES

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

- (a) The minimum hourly rate to be paid to a casual employee shall be ascertained by dividing the total weekly wage for the class of work performed by 38 and adding 20 per cent to the rate ascertained.

- (b) This loading shall not apply in the calculation of overtime rates, for work performed on Saturdays, Sundays and public holidays, and shall be in lieu of payment of annual leave, personal leave and public holidays as prescribed elsewhere in this award.
- (c) All casual employees upon engagement shall be paid as for 2 hours at least, even if they are not required to work, except in the case of misconduct when payment shall be made only for actual time worked.
- (d) The engagement of a casual employee may be terminated at any moment without notice.

### **3. PART-TIME EMPLOYEES**

**'Part-time Employee'** means one engaged to regularly work for less hours per day or week than those prescribed for full-time employees.

- (a) Part-time employees engaged to work 20 hours or more per week shall be entitled to the annual leave, holidays and personal leave as prescribed by this award, provided that payment therefore shall be made at the rate normally paid to such employees for a similar period of time worked.

In calculating the hourly rate the divisor shall be 38.

- (b) Part-time employees who work less than 20 hours per week shall be paid per hour one thirty-eighth of the weekly rates prescribed for the work performed plus a loading of 20% for all ordinary hours worked. Such payment shall be in lieu of annual leave, personal leave and public holiday payment.
- (c) A part-time employee shall have only one engagement consisting of consecutive hours per day with any one employer.

**PROVIDED** that in establishments employing 5 or less employees broken shifts may be worked by mutual agreement between the employee and the employer.

- (d) No part-time employee shall be employed for less than four hours for work performed on any given day between the hours of 7.00am to 6.00pm.

**PROVIDED** that where a period of engagement commences during the spread of ordinary hours and continues beyond 6.00pm the total number of hours worked in that engagement shall be counted for the purposes of determining the minimum period of engagement herein prescribed.

- (e) Where the trading period Monday to Friday is outside the span of hours 7.00am to 6.00pm and the duration of the trading period is less than 4 hours, part-time employees shall receive a minimum payment as for the duration of such trading period.

## PART III - WAGE RATES AND RELATED MATTERS

### 1. WAGE RATES

(a) Adult Employees

An employee appointed or promoted to a position within a level prescribed by this award shall be paid at the weekly wage rate determined for that level by reference to the relevant classification standards as set out in Clause 2 – Classification Descriptors of this Part.

Wage Group Level	Relativity To Level 6	Base Rate	Safety Net Adjustmen t	Total Weekly Wage
	%	\$	\$	\$
Level 1 - Stores Employee Grade 1	78	325.40	232.70	558.10
Level 2 - Stores Employee Grade 2	82	342.10	232.70	574.80
Level 3 - Stores Employee Grade 3 - Clerical and Administrative Employee Adult Entry	87.4	364.60	232.70	597.30
Level 4 - Stores Employee Grade 4 - Clerical and Administrative Employee Grade 1	92.4	385.50	232.70	618.20
Level 5 - Stores Employee Grade 5 - Clerical and Administrative Employee Grade 2	96.2	401.30	232.70	634.00
Level 6 - Tradesperson or Equivalent Grade 1 - Clerical and Administrative Employee Grade 3	100	417.20	232.70	649.90



Level 7 - Tradesperson or Equivalent Grade 2 - Clerical and Administrative Employee Grade 4	108	450.60	234.70	685.30
Level 8 - Tradesperson or Equivalent Grade 3 - Clerical and Administrative Employee Grade 5	115	479.80	234.70	714.50

(b) Junior Employees

Clerks, counter sales, and driver	% of Wage Group Level 3
16 years and under	45
17 years of age	55
18 years of age	70
19 years of age	80
20 years of age	90

All others	% of Wage Group Level 1
16 years and under	45
17 years of age	50
18 years of age	62.5
19 years of age	75
20 years of age	87.5

## **2. CLASSIFICATION DESCRIPTORS**

### **LEVEL 1**

#### **Stores Employee Grade 1 (Wage relativity to Level 6 is 78%)**

A '**Stores Employee Grade 1**' is an employee who has undertaken little or no formal or informal training.

An employee at this level would acquire/possess skills relevant to the performance of routine duties essentially of a manual nature and to the level of his/her training, and;

- (a) Performs general labouring and/or cleaning duties;
- (b) Has basic numeracy skills;
- (c) Exercises minimal judgement;
- (d) Works to defined procedures and under direct supervision;

- (e) May be undertaking structured training so as to enable the employee to progress to a higher level.

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

- cleaning
- assisting Tradesperson or Equivalent - Grade 1 or higher

## **LEVEL 2**

### **Stores Employee Grade 2 (Wage relativity to Level 6 is 82%)**

A '**Stores Employee Grade 2**' is an employee who has completed up to three months structured training to enable an employee to attain/possess job skills relevant to tasks performed at this level, to the level of his/her training, and;

- (a) Works under direct supervision either individually or in a team environment.
- (b) Has some oral and written communication skills.
- (c) Can distinguish where a minor fault/error is made and undertake basic quality control of own work.
- (d) Is responsible for the quality of own work subject to routine supervision.
- (e) Has some input to job planning.
- (f) Can work from simple instruction.
- (g) Has some basic customer skills.
- (h) Performs basic maintenance tasks.
- (i) Has basic knowledge of the range of services offered by the business.
- (j) Has simple numerical equipment skills.
- (k) May use selected hand tools.

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

- assisting Tradesperson or equivalent - Grade 1 or higher.
- loader, motor drivers assistant
- repetition work on any automatic, semi-automatic, or single purpose machine.

## **LEVEL 3**

### **Stores Employee Grade 3 (Wage relativity to Level 6 is 87.4%)**

#### **Clerical and Administrative Employee - Adult Entry Point (Wage relativity to Level 6 is 87.4%)**

A '**Stores Employee Grade 3**' is an employee who has completed appropriate training, and who uses skills above that of an employee at Level 2,

An employee at this level would be expected to have the job skills relevant to the tasks performed and would work with only general supervision of daily duties to the level of his or her training, and;

- (a) Where appropriate, use a variety of power and hand tools and/or other equipment necessary to carry out the relevant tasks.
- (b) Possess good oral and written communication skills.
- (c) Is responsible for quality of own work subject to routine supervision.
- (d) Plans own work in consultation with supervisor.
- (e) Requires only general job instruction.
- (f) Possesses customer service skills.
- (g) Performs basic maintenance tasks.
- (h) Acquire multiple manual skills.
- (i) May use various materials handling equipment.
- (j) Has fault finding skills.
- (k) Maintains simple numerical records from computer equipment.
- (l) Can assist with on-the-job instruction in conjunction with general supervision.
- (m) Uses some basic negotiation skills in service areas.
- (n) Has basic inventory controls.

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

- classer of sheepskins, hides or furs
- weighing or receiving wool
- press operator
- handling and drying of green skins or hides
- curing skins and hides
- preparing skins and hides for classers
- opening and closing bales
- breaking out specified bales for shipment or display
- branding skins, hides or wool, marking bales
- core sampling by hand
- sewing
- stacking, carrying, sampling, cleaning, bagging, or processing grain
- monitoring conveyors and elevators for spillage
- opening trucks to allow for grain discharge
- operating motor driven fork lift
- spare parts employee not serving customers
- auctioneer
- assembling agricultural machinery/equipment or parts thereof.
- soliciting orders for articles, goods, or materials - commercial traveller with less than 12 months experience

A '**Clerical and Administrative Employee - Adult Entry Level**' is an adult employee (21 years of age and over) with less than 12 months clerical experience either as a junior or adult, and on completion of 12 months clerical experience (whether with one employer or more) such adult employees shall be advanced to a graded position dependent on skills held and position requirement.

## LEVEL 4

### **Stores Employee Grade 4** (Wage relativity to Level is 92.4%)

### **Clerical and Administrative Employee Grade 1** (Wage relativity to Level 6 is 92.4%)

A '**Stores Employee Grade 4**' is an employee who performs work above and beyond the skills of an employee at Level 3.

An employee at this level is required to work to the level of his/her training, and;

- (a) Works under general supervision, whether individually or in a team environment.
- (b) Exercises discretion within his/her level of skills and training.
- (c) Understands and is responsible for quality of own work.
- (d) Possesses competent communications and written skills.
- (e) Intermediate key board skills.
- (f) Licensed and certified fork lift driving.
- (g) *Customer relation skills.*
- (h) Inventory and store control including:
  - Licensed operation of all appropriate materials handling equipment.
  - Use of tools and equipment within the scope (basic non trades maintenance).
- (i) Assists in the provision of on-the-job training in conjunction with supervisor or trainer.
- (j) Possess sales skills appropriate to this level.
- (k) Has cash register and console operation skills.
- (l) Where applicable computer operation at a higher level than that of a level 3 employee.

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

- wool sorter
- employee stationed in and responsible for an outstore
- *receiving, despatching, distributing, sorting, checking, packing, (other than repetitive packing in a standard container or containers in which such goods are customarily sold), documenting and recording of goods, materials and components*
- operating motor driven fork lift
- counter sales
- *Driving a motor vehicle with a makers capacity of not greater than 12 tonnes.*
- attends boiler/engine as required and responsible for temperature readings and records

A '**Clerical and Administrative Employee Grade 1**' is an employee who may have completed accredited training or has experience to allow: -

- (a) Employees in this grade to perform and be accountable for clerical and office tasks as directed within the skill levels set out. They work within established routines, methods and procedures. Supervision is direct.

Employees shall be graded at this level where the principal functions of their employment, as determined by the employer, require the exercise of any one or more of the skill levels set out below.

Employees may be required to train other employees in the skills of their own grade and below by means of personal instruction and demonstration.

(b) Machine Operation Skills

Operate telephone/intercom systems, telephone answering machines, facsimile machines, photocopiers, franking machines, guillotines.

(c) Information Handling Skills

Receive, sort, open, distribute incoming mail, process outgoing mail, receive incoming and dispatch outgoing courier mail, deliver messages and documents to appropriate persons/locations;

Prepare and collate documents;

Sort and file documents/records accurately in correct location/sequence using an established paper based filing system.

(d) Enterprise/Industry, Specialist Skills

Acquire and apply a limited knowledge of office procedures and requirements.

**LEVEL 5**

**Stores Employee Grade 5  
(Wage relativity to Level 6 is 96.2%)**

**Clerical and Administrative Employee Grade 2  
(Wage relativity to Level 6 is 96.2%)**

A '**Stores Employee Grade 5**' is an employee who performs work above and beyond the skills of an employee at Level 4. An employee at this level is required to work to the level of his/her training and;

- (a) Requires minimal supervision.
- (b) Possesses technical job skills within the level of his/her training.
- (c) Works from detailed instructions and procedures.
- (d) Co-ordinates work in a team environment or works individually under limited supervision.
- (e) Exercises discretion with his/her level of skills and training.
- (f) Assists in the provision of on-the-job training in conjunction with trades persons and supervisor/trainers.
- (g) May prepare reports and interpret written information relevant to tasks performed.

- (h) Understands and is responsible for quality of own work.
- (i) Possesses competent communications and written skills.
- (j) Possesses technical job skills within his/her level of training.
- (k) Possesses customer contact skills to perform tasks at this level.
- (l) Undertakes specialist troubleshooting, problem solving and maintenance skills at this level.
- (m) Has multiple manual skills.
- (n) Can use relevant tools and equipment.
- (o) Can operate numerical/computer equipment supplied in sales distribution and repair and servicing and relevant to tasks at this level.
- (p) Has adequate negotiating skills in sales and services to perform tasks at this level.

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

- Tripak press operator
- fully automated core machine operator
- catalogue marking
- mixing of pesticides and herbicides
- fumigation
- weighbridge operator
- feeding and distribution operations related to the movement of grain to and from vehicles
- soliciting orders for articles, goods, or materials - commercial traveller, town or local
- outside sales of agricultural machinery or implements

A '**Clerical and Administrative Employee Grade 2**' is an employee who may have completed nationally accredited training or has experience to allow: -

- (a) Employees in this grade to perform clerical and office tasks using a more extensive range of skills and knowledge at a level higher than required for Clerical and Administrative Employee Grade 1. They are responsible and accountable for their own work which is performed with established routines, methods and procedures. Supervision is routine.

Employees shall be graded at this level where the principal functions of their employment, as determined by the employer, require the exercise of any one or more of the skill levels set out below.

Employees may be required to train other employees in the skills of their own grade and below by means of personal instruction and demonstration.

- (b) (i) Machine Operation Skills
  - Operate adding machines, switchboard, paging system, telex machine, typewriter and calculator.
- (ii) Computer Skills

Use knowledge of keyboard and function keys to enter and retrieve data through computer terminal.

(iii) Keyboard Typing Skills

Utilise basic word processing and typing skills.

(c) Information Handling Skills

Maintain mail register and records;

Maintain established paper-based filing/records systems in accordance with set procedures including creating and indexing new files, distributing files within the organisation as requested, monitoring file locations;

Transcribe information into records, complete forms, take telephone messages.

(d) Enterprise/Industry, Specialist Skills

Acquire and apply a working knowledge of office or sectional operation procedures and requirements;

Acquire and apply a working knowledge of the organisation's structure and personnel in order to deal with inquiries at first instance, locate appropriate staff in different sections, relay internal information, respond to or redirect inquiries, greet visitors.

(e) Business/Financial Skills

Keep appropriate records; Sort, process and record original source financial documents (e.g. Invoices, cheques, correspondence) on a daily basis; maintain and record petty cash; prepare bank deposits and withdrawals and do banking.

## LEVEL 6

### **Tradesperson or Equivalent - Grade 1 (Wage relativity is 100%)**

### **Clerical and Administrative Employee Grade 3 (Wage relativity is 100%)**

A '**Tradesperson or Equivalent - Grade 1**' is an employee who holds a Trade Certificate, Tradespersons Rights Certificate or equivalent nationally accredited training.

An employee at this level performs work above and beyond the skills of an employee at Level 5 and to the level of his/her training, and;

- (a) Assists in the provision of on-the-job training in conjunction with supervisor/trainers.

- (b) Works under limited supervision either individually or in a team environment.
- (c) Plans the work of others and solves work planning problems.
- (d) Is responsible for the quality of his/her own work.
- (e) Exercises discretion within the scope of tasks performed at this level.
- (f) Possesses good communication skills.
- (g) Has keyboard skills relevant to the tasks performed at this level.
- (h) Understands and applies quality control techniques.
- (i) Able to inspect products and/or materials for conformity with established operational standards.

Indicative of the tasks which an employee at this level may perform are those performed by a:-

- shipping / dispatch officer
- wool classer
- *liaising with management, suppliers, and / or customers with respect to stores operations*
- detailing and co-ordinating activities of other store workers including supervision
- field service mechanic
- fitter
- motor mechanic
- *soliciting orders for articles, goods, or materials - commercial traveller, country*
- *Automotive Parts Interpreter (Specialist)*

A '**Clerical and Administrative Employee Grade 3**' is an employee who may have completed nationally accredited training or has experience to allow:

- (a) Employees in this grade to perform clerical and office tasks using a more extensive range of skills and knowledge at a level higher than required in Grade 2.

They are responsible and accountable for their own work, which is performed within established guidelines, they exercise limited discretion within the range of their skill and knowledge. Supervision is general.

Employees shall be graded at this level where the principal functions of their employment, as determined by the employer, require the exercise of anyone or more of the skill levels set out below.

Employees may be required to train other employees in the skills of their own grade and below by means of personal instruction and demonstration.

- (b) (i) Machine Operation Skills

Operate computerised radio telephone equipment, micro/personal computer, printing devices attached to personal computer, dictaphone equipment, typewriters.

- (ii) Keyboard Typing Skills



Produce documents and correspondence using knowledge of standard formats.

(iii) Computer Skills

Use one software package developed for a micro/personal computer to operate and populate a database, spreadsheet/worksheet to achieve a desired result; use simple menu utilities of personal computer.

Following standard procedures or template for the preceding functions using existing models/fields of information. Create, maintain and generate simple reports;

or

Use a central computer resource to an equivalent standard.

(iv) Word Processing Skills

Use one software package to create format, edit, proof read, spell check, correct, print and save text documents, e.g. Standard correspondence and business documents.

Apply additional functions such as search and replace, variable fonts, moving and merging across documents and simple maths.

(c) Secretarial Skills

Arrange travel booking and itineraries, make appointments, screen telephone calls, follow visitor protocol procedures, establish telephone contact on behalf of executive.

(d) Enterprise/Industry, Specialist Skills

Able to acquire a working knowledge of the organisation's products/services, functions, locations and clients.

Respond to and act upon most internal/external inquiries in own function area.

(e) Information Handling Skills

Use a computer-based record management system to identify, access and extract information from internal sources.

(f) Business/Financial Skills

Maintain financial records and journals; prepare accounts payable for authorisation; respond to simple account queries from debtors.

## LEVEL 7

### **Tradesperson or Equivalent - Grade 2** (Wage relativity to Level 6 is 108%)

### **Clerical and Administrative Employee Grade 4** (Wage relativity to Level 6 is 108%)

A '**Tradesperson or Equivalent - Grade 2**' is an employee who has completed 5 modules towards a post-trade certificate.

An employee at this level exercises skills above that of an employee at Level 6 consistent with their training, and;

- (a) Exercises the appropriate skills attained through the satisfactory completion of training prescribed by the above modules.
- (b) Is able to provide trade guidance and assistance in environment.
- (c) Is responsible for the quality of own work.
- (d) Works under limited supervision, individually or in environment.
- (e) Performs fault-finding specialist and problem solving skills above that of a Tradesperson Grade 1.

A '**Clerical and Administrative Employee Grade 4**' is an employee who may have completed national accredited training or has experience to allow: -

- (a) Employees in this grade perform clerical and office tasks using a more extensive range of skills and knowledge at a level higher than required in Grade 3. They are responsible and accountable for their own work, and exercise discretion and initiative in the organisation of work within prescribed limits. Supervision is limited.

Employees shall be graded at this level where the principal functions of their employment, as determined by the employer, require the exercise of any one or more of the skill levels set out below.

Employees may be required to train other employees in the skills of their own grade and below by means of personal instruction and demonstration.

- (b) (i) Keyboard Typing Skills

Format complex documents including technical data, technical language, tables, graphs, text design indexing, variable type face; produce documents requiring specified form or to comply with regulations or standards.

- (ii) Computer Skills

Use two or three software packages at a standard equal to Grade 3, including database, communications, accounting, payroll/personnel, spreadsheets, graphics, and other applications;

or

apply knowledge of intermediate functions to manipulate data, modify fields of information, develop new basic databases or spreadsheet modules, perform reconciliation.

(iii) Word Processing Skills

Use two software packages enabling application of functions such as search and replace, variable fonts, moving and merging across documents, text columns, money columns, tables, Macro's, sorting, intermediate maths functions.

(c) Secretarial Skills

Manage executive appointment, screen telephone calls, respond to invitations, organise internal meetings on behalf of executive; establish and maintain reference lists/personal contact systems for executives.

(d) Enterprise/Industry, Specialist Skills

Provide detailed advice and information on the organisation's products and services; respond to client/public/supplier and internal organisation inquiries, within own function area, using such techniques as personal interview and liaison; explain organisation's viewpoint to clients and appropriate persons related to own function area.

Acquire and use specialist vocabulary, i.e., technical/medical/legal within the scope of this grade.

(e) Information Handling Skills

Maintain a computer based records management system or create new forms of files and records as required.

Access, identify, and extract information as required from internal and external sources e.g. Databases, libraries, local authorities.

(f) Business/Financial Skills

Prepare cash payments summaries, banking reports; apply purchasing and inventory control requirements; reconcile debtors, creditors and general ledger accounts to balance; follow-up unpaid accounts by telephone liaison/interview, prepare documentation on overdue accounts for senior officers or referral to debt recovery processes; calculate wage and salary requirements including tax, superannuation and other deductions and transfer payments for authorisation; prepare bank reconciliations.

(g) Supervisory

Allocate work tasks to individuals, check work progress and correct errors. Normally 5 or more subordinates would be involved.

**LEVEL 8**

**Tradesperson or Equivalent Grade 3.  
(Wage relativity to Level 6 is 115%)**

**Clerical and Administrative Employee Grade 5  
(Wage relativity to Level 6 is 115%)**

A '**Tradesperson or Equivalent Grade 3**' is an employee who holds an appropriate post trade certificate or equivalent and exercises skill above that of an employee at Level 7, and;

- (a) Is required to work to the competencies determined at this level of training.
- (b) Plans the work of others and solves work planning problems.
- (c) Assists with on-the-job training in conjunction with supervisors.
- (d) Understands and is responsible for quality of own work.
- (e) Works on machines or equipment which utilise complex mechanical/hydraulic /electrical/electronic circuitry and controls or combination thereof.
- (f) Works under limited supervision.

A '**Clerical and Administrative Employee Grade 5**' is an employee who may have completed nationally accredited training or has experience to allow: -

- (a) Employees in this grade to perform clerical and administrative duties using a more extensive range of skills and knowledge at a level higher than required in Grade 4. They are responsible and accountable for their own work, and may have limited responsibility for the work of others. They exercise initiative, discretion and judgement within the range of their skills and knowledge. Supervision is minimal.

Employees shall be graded at this level where the principal functions of their employment, as determined by the employer, require the exercise of any one or more of the skill levels numbered set out below.

Employees may be required to train other employees in the skills of their own grade and below by means of personal instruction and demonstration.

(b) Keyboard Typing

(i) Computer Skills

Employees at this level are able to use two or three software packages on a micro/personal computer to a standard equal to Grade 4 in each; or

use a central computer resource to an equivalent standard; or

assist in operating a mainframe computer.

And/or

(ii) Word Processing Skills

Employees are able to use complex functions such as moving columns, creating displays of charts or graphs, booklet or report format on ONE software package; or

apply knowledge of advanced functions defined in Skill Level 2 using TWO software packages.

(c) Secretarial Skills

Attend executive/organisational meetings and take minutes; establish current working and personal executive filing system, answer correspondence from verbal or rough handwritten instructions; organise teleconferences.

(d) Enterprise/Industry, Specialist Skills

Employees at this level are able to apply working knowledge of industrial/employment law, equal opportunity, workers compensation procedures and superannuation requirements.

(e) Information Handling - Skills

Employees at this level are able to establish new paper based/manual filing records systems for the enterprise; assist in separate undertaking research (locate/solicit, summarise/extract and interpret information) related to function area; compose original business correspondence from minimal instructions.

(f) Business/Financial - Skills

Employees at this level are able to post transactions to ledger and prepare a trial balance; prepare financial /tax schedules; calculate costings, stock pricing; complete personnel/payroll data for authorisation; calculate stock valuation; calculate costings using established formulae for all inputs and margins.

(g) Supervisory Skills

Employees at this level are able to assist in the development of work quality and performance in a team environment; solve operational problems in own work functional area; co-ordinate work flow within a section or unit and counsel and advise staff who are under direct supervision.

### **3. SUPPORTED WAGE SYSTEM**

(a) Eligibility criteria

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

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

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

(b) For the purposes of this division:

- (i) **'Supported Wage System'** means the Commonwealth Government System to promote employment for people who cannot work at full award wages because of a disability.
- (ii) **'Accredited Assessor'** means a person accredited by the management unit established by the Commonwealth under the Supported Wage System to perform assessments of an individual's productive capacity within the Supported Wage System.
- (iii) **'Disability Support Pension'** means the pension available under the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991*, as amended from time to time, or any successor to that scheme.
- (iv) **'Assessment instrument'** means the form provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.

(c) Supported wage rates

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

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

(Provided that the minimum amount payable shall be not less than \$71 per week.)

(d) Assessment of capacity

For the purpose of establishing the percentage of the award rate to be paid to a supported wage employee under this award, the productive capacity of the employee will be assessed in accordance with the Supported Wage System and documented in an assessment instrument by either:

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

(e) Lodgment of assessment instrument

- (i) All assessment instruments under the conditions of this division, including the appropriate percentage of the award wage to be paid to the employee, shall be lodged by the employer with the Registrar of the Tasmanian Industrial Commission.
- (ii) All assessment instruments shall be agreed and signed by the parties to the assessment, provided that where a union which is party to the award, is not a party to the assessment, it shall be referred by the Registrar of the Tasmanian Industrial Commission to the union by certified mail and shall take effect unless an objection is notified to the Registrar of the Tasmanian Industrial Commission within 10 working days.

(f) Review of assessment

The assessment of the applicable percentage shall be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review shall be in accordance with the procedures for assessing capacity under the Supported Wage System.

(g) Other terms and conditions of employment

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

(h) Workplace adjustment

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

(i) Trial Period

- (i) In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this division for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding 4 weeks) may be needed.
- (ii) During that trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined in accordance with paragraphs (d) and (e).
- (iii) The minimum amount payable to the employee during the trial period shall be no less than \$71 per week or such greater amount as is agreed from time to time between the parties.
- (iv) Work trials should include induction or training as appropriate to the job being trialed.
- (v) Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under subclause (c) hereof.

#### **4. HIGHER DUTIES**

- (a) Where a weekly employee is put to work temporarily at a classification higher than that under which the employee was engaged or deemed to be working, the employee shall be paid as follows:
  - (i) Up to 2 hours on any one day - the rate prescribed for such classification for the time so worked.



- (ii) Over 2 hours on any one day - a full day's pay at the rate prescribed for such higher classification.
- (b) A weekly employee shall not suffer any reduction in wages during any week by reason of having been put to work for a part of such week at a classification lower than that under which the employee was engaged or deemed to be working.

## **5. PAYMENT OF WAGES**

- (a) Wages may be paid weekly or fortnightly on the day the employer nominates in the employer's time.
- (b) The employer may elect subject to agreement being reached with the majority of employees to pay wages in cash, by cheque or by electronic fund transfer to the account nominated by the employee.
- (c) Where an employee works a method of hours accumulating time off in each working week the employer shall either pay the employee for the time so worked in each week or according to an average of ordinary hours worked even though the employee may work more or less than the average number of hours in a particular week of the work cycle. In the case of full-time employees the average number of hours shall be 38.
- (d) An employee who is paid in accordance with the average system and who is absent from duty other than on personal leave, annual leave or public holidays shall lose average pay for the day or part day so absent and shall not accrue any credit in accumulating time to be taken off within a particular work cycle.
- (e) Payment on Termination

Where employment is terminated, wages shall be paid on the day of dismissal or forwarded by post on the day following.

- (f) Day Off Coinciding with Pay Day

In the event that an employee, by virtue of the arrangement of the employees ordinary working hours, is to take a day off on a day which coincides with pay day, such employee shall be paid on the working day preceding pay day or in special circumstances where the employer and employee agree payment may be made on the working day immediately following pay day.

- (g) Where an employer elects to pay employees by electronic fund transfer the employer shall pay to employees, in addition to any other entitlements, an amount to cover government fees and charges for one deposit and one withdrawal per day.

## **6. SUPERANNUATION**

- (a) The employer shall make a contribution in accordance with the provisions of the relevant Federal Superannuation Guarantee Legislation into a superannuation fund approved under the legislation for all eligible employees.
- (b) 'Ordinary time earnings' for the purposes of superannuation calculations shall mean the classification rate prescribed in Part III - WAGE RATES AND RELATED MATTERS, Clause 1 - Wage Rates of this award plus overaward payments if any, for work performed during ordinary hours and shall therefore exclude work performed and paid as overtime.
- (c) Contributions under this clause shall be made by the employer on at least a calendar monthly basis unless there are circumstances for which the employer cannot be held responsible.

## **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 not covered by Clause 3 - Supported Wage System is \$558.10 per week.
- (ii) Adults employed under a supported wage system clause shall continue to be entitled to receive the wage rate determined under that clause. Provided that such employees shall not be paid less than the amount determined by applying the percentage in the supported wage system clause applicable to the employee concerned to the amount of the minimum wage specified in subclause (b)(i)
- (iii) Adults employed as part-time or casual employees shall continue to be entitled to receive the wage rate determined under the casual and part-time clauses of the award. Provided that such employees shall not be paid less than pro rata the minimum wage specified in subclause (b)(i) according to the number of hours worked.

- (c) How the Minimum Wage Applies to Juniors

- (i) The wage rates provided for juniors by this award continue to apply unless the amount determined under subclause (c)(ii) is greater.
- (ii) The minimum wage for an employee to whom a junior rate of pay applies is determined by applying the percentage in the junior wage rates clause

applicable to the employee concerned to the relevant amount in subclause (b)(i)

(d) Application of Minimum Wage to Certain Employees

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

(e) Application of Minimum Wage to Award Rates Calculation

The minimum wage:

- (i) applies to all work in ordinary hours;
- (ii) applies to the calculation of overtime and all other penalty rates, superannuation, payments during personal leave, long service leave and annual leave, and for all other purposes of this award; and
- (iii) is inclusive of the arbitrated safety net adjustment provided by the July 2009 State Wage Case Decision (T13471 of 2009) and all previous safety net and state wage case adjustments.

## **PART IV - ALLOWANCES**

### **1. COLD PLACES ALLOWANCE**

For all employees working for more than one hour in places where the temperature is reduced by artificial means below zero degrees Celsius an amount of \$0.42 per hour extra shall be paid.

Where the work continues for more than two hours employees shall be entitled to a rest period of twenty minutes every two hours at ordinary time.

### **2. DUST ALLOWANCE**

- (a) For all employees engaged in unloading bulk grain received by rail and at the rail track sheds, a rate of \$0.42 per hour dust allowance shall be paid for the time that bulk grain is actually being unloaded at those points.
- (b) For all employees engaged to work within a silo a rate of \$0.33 per hour shall be paid as a dust allowance during the time that bulk grain is actually being received into or shipped from the silo block or whilst grain is being transferred within the silo block.

### **3. FARES AND EXPENSES**

Employees shall be reimbursed all fares, hotel, and other expenses reasonably and necessarily incurred by them in travelling on their employer's business.

### **4. FIRST AID ALLOWANCE**

An employee who has been trained to provide first aid and who is the current holder of an accredited first aid certificate shall be paid a weekly allowance of \$7.40 if the person is appointed by the employer to perform first aid duty.

### **5. MEAL ALLOWANCE**

An employee required to work overtime for more than one hour after the employees usual finishing time on any day without being notified the day before of the requirement to so work, shall be paid a meal allowance of \$15.40 per meal, but such payment need not be made to employees who live in the same locality as the place of work who can reasonably return home for meals.

**PROVIDED** that this meal allowance shall not apply unless an employee performs 6 hours work immediately prior to the commencement of overtime.

## **6. TOOL ALLOWANCE**

All employees engaged in classifications that are proclaimed as trades under the *Vocational Education and Training Act 1994* and an employee engaged as an assembler shall either be supplied with all tools by the employer or be paid a tool allowance of not less than \$8.80 per week.

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

## PART V - HOURS OF WORK, PENALTY PAYMENTS AND OVERTIME

### 1. HOURS

(a) All Employees except where otherwise listed in subclause (b) (c) or (d) of this clause

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

(1) 38 hours within a period not exceeding seven consecutive days; or

(2) 76 hours within a period not exceeding fourteen consecutive days; or

(3) 114 hours within a period not exceeding twenty-one consecutive days;  
or

(4) 152 hours within a period not exceeding twenty-eight consecutive days;  
or

(ii) The ordinary hours of work prescribed herein may be worked on all days of the week Monday to Friday inclusive, between 6.00 am and 6.00 pm. Subject to subclause (a) the ordinary hours of work prescribed herein shall not exceed ten hours on any day.

**PROVIDED** that the ordinary hours for employees who are employed by fruit wholesalers, shall be worked between the hours of 6.00 am to 6.00 pm Monday to Friday inclusive and 7.00 am to 12 noon on Saturday.

(iii) Circumstances may arise where different methods of implementing a 38 hour week may apply to various groups or sections of employees in the establishment concerned.

**PROVIDED** that the method of implementing the 38 hour week once adopted may be altered by mutual agreement.

(iv) Where the method of working a 38 hour week involves the employee taking a rostered day off such days may be worked and accrued to be taken at a time mutually agreed. No more than 10 rostered days off may be accrued.

**PROVIDED** that a rostered day off may be taken by mutual agreement between the employer and employee/s concerned and in the absence of agreement the employer shall provide the employee with 24 hours notice for the time of taking such day or days off.

(v) Rostered days off may be worked as an ordinary working day or days without penalty when substituted by another day or days by agreement between the employer and the employee/s concerned.

- (vi) No employee shall be entitled to more than 12 rostered days off in any 12 month period.
- (b) Employees undertaking the tasks of auctioneering, or soliciting orders for articles, goods, or materials

The ordinary hours of employment shall be 76 per fortnight.

**PROVIDED** that subject to overtime rates being paid for term of duty in excess of ordinary hours, the number of hours to be worked by an employee in any week shall be such number not exceeding 56 as the employer may reasonably require.

Any question of the reasonableness of any requirement of any employer involving work otherwise than during the hours referred to as ordinary hours in this clause shall be referred to the Tasmanian Industrial Commission for adjudication, and the decision shall be final and binding on the employer and employees.

- (c) Employees undertaking the task of driving
  - (i) Subject to paragraphs (iii) and (iv) hereof, the ordinary hours of work shall be an average of 38 per week, to be worked on one of the following bases:
    - (1) 7 hours 36 minutes per day; or
    - (2) 8 hours per day on four days and 6 hours on one day each week; or
    - (3) 8 hours per day on nine days and 4 hours on one day in each fortnight; or
    - (4) 8 hours per day on 19 days with an accumulated rostered day off; or
    - (5) 8 hours per day with an accumulation of rostered days off up to a maximum of 10.
  - (ii) The method of implementation shall be determined on a company to company basis, subject to agreement being reached between the employer and employees concerned. An assessment should be made as to which method of implementation best suits the business and where practical to do so, preference shall be given to the method of taking rostered days off. In the absence of agreement the matter shall be referred to the Tasmanian Industrial Commission for resolution.
  - (iii) A rostered day off may be taken on any day of the week.
  - (iv) The ordinary hours of employment with the exception of subclause (v) hereof, shall be an average of 38 per week, to be worked between the hours of 7.00am and 6.30pm Monday to Friday inclusive.

- (v) For employees who are employed by fruit wholesalers, the ordinary hours of employment shall be an average of 38 per week, to be worked between the hours of 7.00am and 6.30pm Monday to Friday inclusive and 7:00am to 12 noon on Saturday.
  - (vi) The day or days off scheduled to be the day or days off in accordance with the provisions of subclause (i) hereof, may be worked as an ordinary working day or days without penalty when substituted by another day or days by agreement between the employer and employee concerned or where a number of employees are concerned, by agreement between the employer and the majority of employees concerned.
  - (vii) In the event that the method of implementation adopted no longer best suits the business concerned, an alternative method of implementation may be adopted subject to agreement being reached between the employer and the majority of employees concerned. In the absence of agreement the matter shall be referred to the Tasmanian Industrial Commission for resolution.
- (d) Clerical and Administrative Employees
- (i) Subject to subclauses (iii) and (iv) hereof, the ordinary hours of work shall be an average of 38 per week to be worked on one of the following bases:
    - (1) seven hours thirty six minutes per day; or
    - (2) eight hours per day on four days and six hours on one day each week; or
    - (3) eight hours per day on nine days and four hours on one day in each fortnight; or
    - (4) eight hours per day on nineteen days with an accumulated rostered day off; or
    - (5) eight hours per day with an accumulation of rostered days off up to a maximum of 10.
  - (ii) The method of implementation shall be determined on a company to company basis subject to agreement being reached between the employer and employees concerned. An assessment should be made as to which method of implementation best suits the business. In the absence of agreement the matter shall be referred to the Tasmanian Industrial Commission for resolution.
  - (iii) The ordinary hours of employment with the exception of subclause (iv) hereof, shall be an average of 38 per week; to be worked between the hours of 7.00am and 6.00pm Monday to Friday inclusive.



- (iv) For employees who are employed by fruit wholesalers the ordinary hours of employment shall be an average of 38 per week, to be worked between the hours of 7.00am and 6.00pm, Monday to Friday inclusive, and 8.00am and 11.00am on Saturday.
- (v) The day or days off scheduled to be the day or days off in accordance with the provisions of subclause (i) hereof, may be worked as an ordinary working day or days without penalty when substituted by another day or days by agreement between the employer and employee concerned or where a number of employees are concerned, by agreement between the employer and the majority of employees concerned.
- (vi) In the event that the method of implementation adopted no longer best suits the business concerned an alternative method of implementation may be adopted subject to agreement being reached between the employer and the majority of employees concerned. In the absence of agreement the matter shall be referred to the Tasmanian Industrial Commission for resolution.

## **2. HOLIDAYS WITH PAY AND SUNDAY WORK**

- (a) For all time of duty on holidays with pay mentioned in Part VI - LEAVE AND HOLIDAYS WITH PAY, Clause 3 - Holidays with Pay payment shall be made at the rate of double time and one half.
- (b) For all time of duty on Sundays payment shall be made at the rate of double time.
- (c) An employee who is required to work on a holiday with pay or on a Sunday shall be paid for not less than 3 hours at the prescribed rate.
- (d) The divisor for the purposes of this clause shall be 38.
- (e) Payment for work performed on a holiday with pay or Sunday in accordance with this clause may be made as time off in lieu of the payment of penalties. The amount of time off shall be calculated on the basis of the appropriate penalty rate.

**PROVIDED** that this subclause shall not apply unless genuine and mutual agreement is reached between the employer and employee/s concerned.

## **3. MEAL AND REST PERIODS**

- (a) Not less than 30 minutes nor more than one hour shall be allowed as mutually agreed between the employer and the employee.

**PROVIDED** that when an employee is required to be in attendance on buyers on any sale or show day during the prescribed lunch period, the employee shall be allowed a lunch period after the prescribed lunch period and in lieu thereof and without additional payment; and

- (b) Where an employee is called upon to work after midnight, 30 minutes shall be allowed for supper from midnight to 1.00am.

This subclause only applies to employees engaged as Stores Employees, and employees undertaking the task of driving.

- (c) Where an employee is called upon to commence work before 6.00am, 30 minutes shall be allowed for breakfast.
- (d) Employees shall be allowed one rest period per day or shift of 15 minutes duration to be taken at such time as may be mutually arranged between the employer and the employees.
- (e) Any employee called upon to work during a meal period shall be paid in addition to the employee's ordinary time, one half extra until a meal period is allowed.

**PROVIDED** that if in exceptional circumstances, an employee is required to work after the hour fixed for the meal period not exceeding 10 minutes, no additional payment shall be incurred by the employer for such work so long as 10 minutes are allowed at the end of the ordinary meal period in lieu of the time so worked.

#### **4. OVERTIME RATES**

- (a) For all time worked outside ordinary hours on any one day or on a Saturday payment shall be made at the rate of time and a half for the first 3 hours and double time thereafter. In computing overtime each day's work shall stand alone.
- (b) In calculating payment of overtime the divisor used shall be 38.
- (c) Payment for work performed as overtime in accordance with this clause may be made as time off in lieu of the payment of penalties. The amount of time off shall be calculated on the basis of the appropriate penalty rate.

**PROVIDED** that this subclause shall not apply unless genuine and mutual agreement is reached between the employer and employee/s concerned.

#### **5. REST PERIODS DURING OVERTIME**

Stores Employees, and employees undertaking the task of driving

- (a) Where work is to be continued after 10.00pm a rest period shall be allowed and paid for from 9.30pm to 9.40pm.
- (b) Where night work is to be continued after 6.00am a rest period shall be allowed and paid for from 5.30am to 5.40am.

## **6. SATURDAY WORK – CLERICAL AND ADMINISTRATIVE EMPLOYEES ONLY**

Subject to provisions elsewhere provided an employee engaged on a Saturday shall be engaged for a minimum of 4 hours or payment equivalent.

## **7. SHIFTWORK**

### (a) Definitions

For the purposes of this clause:

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

**'Continuous work'** means work carried on with consecutive shifts of employees throughout the 24 hours of each of at least 6 consecutive days without interruption except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the employer.

**'Night shift'** means any shift finishing subsequent to midnight and at or before 6.00 am.

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

### (b) Hours - Continuous Shift Work

The ordinary hours of shift workers shall average 38 per week inclusive of crib time and shall not exceed 152 hours in 28 consecutive days provided that where the employer and the majority of employees concerned agree, a roster system may operate on the basis that the weekly average of 38 ordinary hours is achieved over a period which exceeds 28 consecutive days.

### (c) Hours - Other than Continuous Work

This subclause shall apply to shift workers not engaged upon continuous work as hereinbefore defined. The ordinary hours of work are to be worked on one of the following bases:

- (i) 38 hours within a period not exceeding seven consecutive days; or
- (ii) 76 hours within a period not exceeding fourteen consecutive days; or
- (iii) 114 hours within a period not exceeding twenty-one consecutive days;
- (iv) 152 hours within a period not exceeding twenty-eight consecutive days.

- (v) For the purposes of this clause any other work cycle during which a weekly average of 38 ordinary hours are worked as may be agreed by the parties.

The ordinary hours shall be worked continuously except for meal breaks at the discretion of the employer. An employee shall not be required to work for more than five hours without a break for a meal. Except at regular change-over of shifts an employee shall not be required to work more than one shift in each 24 hours.

**PROVIDED** that the ordinary hours of work prescribed herein shall not exceed 10 hours on any day.

**PROVIDED FURTHER** that in any arrangement of ordinary working hours where the ordinary working hours are to exceed eight on any day, the arrangement of hours shall be subject to the agreement of the employer and the majority of employees concerned.

- (d) Rosters

Shift rosters shall specify the commencing and finishing times of ordinary working hours of the respective shifts.

- (e) Variation by Agreement

The method of working shifts may in any case be varied by agreement between the employer and the accredited representative of the union to suit the circumstances of the establishment.

The time of commencing and finishing shifts once having been determined may be varied by agreement between the employer and the accredited representative of the union to suit the circumstances of the establishment or in the absence of agreement by 7 days' notice of alteration given by the employer to the employees.

- (f) Afternoon or Night Shift Allowance

Shift workers whilst on afternoon or night shifts shall be paid 15 per cent more than the ordinary rates for such shifts.

Shift workers who work on any afternoon or night shift which does not continue for at least 5 successive afternoons or nights in a 5-day workshop or for at least 6 successive afternoons or nights in a 6-day workshop shall be paid for each shift at the rate of time and a half for the first 4 hours and double time thereafter.

An employee who:

- (i) during the period of engagement on shift, works night shift only; or
- (ii) remains on night shift for a longer period than 4 consecutive weeks; or

- (iii) works on a night shift which does not rotate or alternate with another shift or with day work so as to give him/her at least one-third of the employees working time off night shift in each shift cycle,

shall during such engagement, period or cycle, be paid at the rate of time and a quarter for all time worked during ordinary hours on such night shifts.

- (g) The minimum rate to be paid to any shift worker for work performed between midnight on Friday and midnight on Saturday shall be time and a half. Such extra rate shall be in substitution for and not cumulative upon the shift premiums prescribed in the first and second paragraphs of subclause (f) hereof.

- (h) Overtime

Shift workers, for all time worked in excess of or outside the ordinary working hours prescribed by this award or on a shift other than a rostered shift shall:

- (i) if employed on continuous work be paid at the rate of double time; or
- (ii) if employed on other shift work be paid at the rate of time and a half for the first three hours and double time thereafter, except in each case when the time is worked: -
  - (A) by arrangement between the employees themselves; or
  - (B) for the purpose of effecting the customary rotation of shifts; or
  - (C) is due to the fact that the relief employee does not come on duty at the proper time.

**PROVIDED** that when not less than one full shift's notice has been given to the employer by the relief employee that the relief employee will be absent from work and the employee whom that relief employee should relieve is not relieved, the unrelieved employee shall be paid at the rate of time and a half for the first three hours on duty after finishing the ordinary shift and at the rate of double time thereafter, except where the unrelieved employee is required to continue to work on a rostered day off when double time shall be paid.

- (i) Sundays and Holidays with Pay

Shift workers on continuous shifts for work done on a rostered shift the major portion of which is performed on a Sunday or holiday with pay shall be paid at the rate of time and a half.

Shift workers on other than continuous work for all time worked on a Sunday or holiday with pay shall be paid at the rates prescribed by Part V - HOURS OF WORK, PENALTY PAYMENTS AND OVERTIME, Clause 2 - Holidays with Pay and Sunday Work. Where shifts commence between 11.00pm. and midnight on a Sunday or

holiday, the time so worked before midnight shall not entitle the employee to the Sunday or holiday rate.

**PROVIDED** that the time worked by an employee on a shift commencing before midnight on the day preceding a Sunday or holiday with pay and extending into a Sunday or holiday with pay shall be regarded as time worked on such Sunday or holiday with pay.

(j) Rostered Day Off Falling on Holiday with Pay

An employee who works continuous work and who by the circumstances of the arrangement of the employees ordinary hours of work is entitled to a rostered day off which falls on a holiday with pay prescribed by this clause shall, at the discretion of the employer, be paid for that day seven hours 36 minutes at ordinary rates or have an additional day added to the employees annual leave. This provision shall not apply when the holiday with pay on which the employee is rostered off falls on a Saturday or Sunday.

(k) The operation of this clause shall not apply in respect of any pre-existing arrangement for the operation of Shiftwork.

**8. REQUIREMENT TO WORK REASONABLE OVERTIME**

(a) Subject to subclause (b) an employer may require an employee to work reasonable overtime at overtime rates.

(b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:

- (i) any risk to employee health and safety;
- (ii) the employee's personal circumstances including any family responsibilities;
- (iii) the needs of the workplace or enterprise;
- (iv) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
- (v) any other relevant matter.

## PART VI - LEAVE AND HOLIDAYS WITH PAY

### 1. ANNUAL LEAVE

(a) Period of Leave

A period of 28 consecutive days' leave shall be allowed annually to an employee who is not receiving a loading of in lieu of paid leave after 12 months' continuous service (less the period of annual leave).

(b) Broken Leave

Leave allowed under the provisions of subclause (a) shall be given and taken in one consecutive period, or if the employer and employee agree, in any combination, provided one period shall be not less than seven consecutive days, i.e. five working days.

(c) Annual Leave Exclusive of Holidays with Pay

In any of the holidays prescribed by Part VI - LEAVE AND HOLIDAYS WITH PAY, Clause 3 - Holidays with Pay falls within an employee's period of annual leave and is observed on a day which, in the case of that employee, would have been an ordinary working day, there shall be added to that leave, one day for each such holiday with pay so occurring.

(d) Payment in Lieu Prohibited

Except as provided in subclause (h) hereof, payment shall not be made or accepted in lieu of annual leave.

(e) Time of Taking Leave

Annual leave shall be given at a time fixed by the employer within a period not exceeding 6 months from the date when the right to annual leave accrued and after not less than 2 weeks' notice to the employee.

**PROVIDED** that by agreement between an employer and an employee, annual leave may be taken at any time within a period of twelve months from the date at which it falls due and with not less than four week's notice to the employee.

(f) Payment for Period of Leave

Each employee before going on leave shall be paid the amount of wages the employee would have received in respect of the ordinary time which the employee would have worked had the employee not been on leave during the relevant period plus a loading of 17 ½ per cent of the amount paid in respect of annual leave.

The loading prescribed in this clause shall not be paid in respect of proportionate leave on termination of service.

(g) Leave Allowed Before Due Date

An employer may allow annual leave to an employee before the right thereto has accrued due, but where it is taken in such a case a further period of annual leave shall not commence to accrue until expiration of the 12 months in respect of which annual leave has been taken before it accrued.

Where leave has been granted to an employee pursuant to this subclause before the right thereto has accrued due and the employee subsequently leaves or is discharged from the service of the employer before completing the 12 months' continuous service in respect of which the leave was granted, the employer may, for each completed month of the qualifying period of 12 months not served by the employee, deduct from whatever remuneration is payable upon the termination of the employment 1/12 of the amount of wage paid on account of the annual leave which amount shall not include any sums paid for any of the holidays prescribed by Part VI - LEAVE AND HOLIDAYS WITH PAY, Clause 3 - Holidays with Pay hereof.

(h) Proportionate Leave on Termination of Service

If after one completed month of service in any 12 monthly period an employee lawfully leaves the employment, or the employment is terminated by the employer through no fault of the employee the employee shall be paid at the employees ordinary rate of wage as follows:

12 2/3 hours for each completed month of continuous service.

The service being in respect of which leave has not been granted.

(i) Calculation of Continuous Service

For the purposes of this clause, service shall be deemed to be continuous notwithstanding:

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



## **2. BEREAVEMENT LEAVE**

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

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

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

- (b) Unpaid Bereavement Leave

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

- (c) Casual Employees and Employees in Receipt of a Loading in lieu of Paid Leave

- (i) Subject to the evidentiary requirements in subclause (a), casual employees and employees in receipt of a loading in lieu of paid leave are entitled to not be available to attend work, or to leave work upon the death in Australia of an immediate family or household member.
- (ii) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. Casual employees and employees in receipt of a loading in lieu of paid leave are not entitled to any payment for the period of non-attendance.
- (iii) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

## **3. HOLIDAYS WITH PAY**

- (a) All employees who are not receiving a loading in lieu of paid leave shall be allowed the following days as paid holidays:- New Year's Day, Australia Day, Hobart Regatta Day (south of Oatlands), Labour Day, Good Friday, Easter Monday, Anzac

Day, Queen's Birthday, Show Day, Recreation Day (where Hobart Regatta Day is not observed), Christmas Day and Boxing Day.

- (b) Payment for the holidays mentioned in subclause (a) which are taken and not worked, shall be at the normal rate of pay which would have applied to the employee concerned, when, if it were not for such holiday, the employee had been at work.
- (c) Payment to an employee for work performed on holidays mentioned in subclause (a) shall be at the rates prescribed elsewhere in this award.
- (d) Where an employee is absent from the employment on the working day before or the working day after a public holiday or group of public holidays, without reasonable excuse or without the consent of the employer, the employee shall not be entitled to payment for such holiday.
- (e) **'Show Day'** means not more than one local show day observed on an employee's ordinary working day, other than a Saturday or a 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.

#### **4. PARENTAL LEAVE**

Subject to the terms of this clause employees are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child.

##### (a) Definitions

For the purposes of this clause:

- (i) **'Child'** means a child of the employee under the age of one year except for adoption of a child where 'child' means a person under the age of five years who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the parent of the employee or a child who has previously lived continuously with the employee for a period of six month or more.
- (ii) **'Continuous service'** means service under an unbroken contract of employment and includes:
  - (1) any period of leave taken in accordance with this clause;
  - (2) any period of part-time employment worked in accordance with this clause; or
  - (3) any period of leave or absence authorised by the employer or by the award.

- (iii) **'Employee'** includes a part-time employee but does not include an employee engaged upon casual work, unless that work has been under a continuous contract of employment of at least 12 months.
- (iv) **'Female employee'** means an employed female who is pregnant or is caring for a child she has borne or a child who has been placed with her for adoption purposes.
- (v) **'Male employee'** means an employed male who is caring for a child borne of his spouse or a child placed with the employee for adoption purposes.
- (vi) **'Primary care-giver'** means a person who assumes the principal role of providing care and attention to a child.
- (vii) **'Spouse'** includes a de facto or a former spouse.

(b) Entitlement

- (i) After twelve months continuous service, parents are entitled to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child. For mothers, maternity leave provisions apply and for male employees, paternity leave provisions apply. Adoption leave provisions apply in the case of adoption.
- (ii) Subject to subclause (c) (vi), parental leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:
  - (1) for maternity and paternity leave, an unbroken period of up to one week at the time of the birth of the child;
  - (2) for adoption leave, an unbroken period of up to three weeks at the time of placement of the child.
- (iii) Unless otherwise agreed between the employee and the employer, parental leave shall be granted and taken in accordance with the notice given by the employee as specified below.

(c) Maternity Leave

- (i) An employee must provide notice to the employer in advance of the expected date of commencement of parental leave. The notice requirements are:
  - (1) of the expected date of confinement (included in a certificate from a registered medical practitioner stating that the employee is pregnant) – at least 10 weeks;
  - (2) of the date on which the employee proposes to commence maternity leave and the period of leave to be taken – at least 4 weeks.

- (ii) Where the employee gives notice under (d) (i) the employee must also provide a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse, and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.
- (iii) An employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date or other compelling circumstances.
- (iv) An employee may commence maternity leave at any time within six weeks immediately prior to the expected date of birth.
- (v) Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, an employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.
- (vi) Special Maternity Leave
  - (1) Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child, then the employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.
  - (2) Where an employee is suffering from an illness not related to the direct consequences of the confinement, an employee may take any paid personal leave to which she is entitled in lieu of, or in addition to, special maternity leave.
  - (3) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take any paid personal leave to which she is then entitled and such further unpaid special maternity leave as a registered medical, practitioner certifies as necessary before her return to work. The aggregate of paid personal leave, special maternity leave and parental leave, including paternity leave taken by her spouse, may not exceed 52 weeks.
- (vii) Transfer to a safe job
  - (1) Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee will, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

- (2) If the transfer to a safe job is not practicable, the employee may elect, or the employer may require the employee to commence parental leave for such period as is certified necessary by a registered medical practitioner.

(d) Paternity Leave

- (i) A male employee will provide to the employer at least 10 weeks prior to each proposed period of paternity leave:
  - (1) that a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place, and
  - (2) written notification of the proposed dates on which the period of paternity leave will start and finish and
  - (3) a statutory declaration stating:
    - (A) that period of paternity leave will be taken to become the primary care-giver of a child;
    - (B) particulars of any period of maternity leave sought or taken by the mother, and
    - (C) that for the period of paternity leave, the employee will not engage in any conduct inconsistent with their contract of employment.
  - (4) The employee will not be in breach of this subclause if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

(e) Adoption leave

- (i) The employee will notify the employer at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.
- (ii) Before commencing adoption leave, an employee will provide the employer with a statutory declaration stating:
  - (1) the employee is seeking adoption leave to become the primary care-giver of the child;

- (2) particulars of any period of adoption leave sought or taken by any other person in respect of that child, and
  - (3) that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.
- (iii) An employer may require an employee to provide confirmation from the appropriate government authority of the placement.
  - (iv) Where the placement of a child for adoption with an employee does not proceed or continue, the employee will notify the employer immediately and the employer will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.
  - (v) An employee will not be in breach of this subclause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of an adoptive parent or other compelling circumstances.
  - (vi) An employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The employee and the employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to two days unpaid leave. Where paid leave is available to the employee, the employer may require the employee to take such leave instead.

(f) Parental Leave and Other Entitlements

An employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks.

(g) Part time work

(i) Entitlement

With the agreement of the employer:

- (1) An employee may work part-time in one or more periods at any time from the date of birth of the child until its second birthday or, in relation to adoption, from the date of placement of the child until the second anniversary of the placement.
- (2) A female employee may work part-time in one or more periods while she is pregnant where part-time employment is, because of the pregnancy, necessary or desirable.

(ii) Effect of Part-time Employment on Continuous Service

Commencement on part-time work under this clause, and return from part-time work to full-time work under this clause, shall not break the continuity of service or employment.

(iii) Pro Rata Entitlements

Subject to the provisions of this subclause and the matters agreed to in accordance with this subclause, part-time employment shall be in accordance with the provisions of this award which shall apply pro rata.

(iv) Transitional Arrangements - Annual Leave

(1) An employee working part-time under this subclause shall be entitled to any leave accrued in respect of a period of full-time employment, as if the employee was still working full-time, in the position held prior to taking leave.

(2) (A) A full-time employee shall be entitled to annual leave accrued in respect of a period of part-time employment under this subclause, as if the employee was working part-time in the position held, immediately before resuming full-time work.

(B) Provided that, by agreement between the employer and the employee, the period over which the leave is taken may be shortened to the extent necessary for the employee to receive pay at the employee's current full-time rate.

(v) Transitional Arrangements - Personal Leave

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

(vi) Part-time Work Agreement

(1) Before commencing a period of part-time employment under this subclause the employee and the employer shall agree:

(A) that the employee may work part-time;

(B) upon the hours to be worked by the employee, the days upon which they will be worked and commencing times for the work;

(C) upon the classification applying to the work to be performed; and

(D) upon the period of part-time employment.

- (2) The terms of this agreement may be varied by consent.
- (3) The terms of this agreement or any variation to it shall be reduced to writing and retained by the employer. A copy of the agreement and any variation to it shall be provided to the employee by the employer.
- (4) The terms of this agreement shall apply to the part-time employment.

(vii) Termination of Employment

- (1) The employment of a part-time employee under this clause, may be terminated in accordance with the provisions of this award but may not be terminated by the employer because the employee has exercised or proposes to exercise any rights arising under this clause or has enjoyed or proposes to enjoy any benefits arising under this clause.
- (2) Any termination entitlements payable to an employee whose employment is terminated while working part-time under this clause, or while working full-time after transferring from part-time work under this clause, shall be calculated by reference to the full-time rate of pay at the time of termination and by regarding all service as a full-time employee as qualifying for a termination entitlement based on the period of full-time employment and all service as a part-time employee on a pro rata basis.

(viii) Extension of Hours of Work

An employer may request, but not require, an employee working part-time under this clause to work outside or in excess of the employee's ordinary hours of duty provided for in accordance with paragraph (vi).

(ix) Nature of Part-time Work

The work to be performed part-time need not be the work performed by the employee in his or her former position but shall be work otherwise performed under this award.

(x) Inconsistent Award Provisions

An employee may work part-time under this clause notwithstanding any other provisions of this award which limits or restricts the circumstances in which part-time employment may be worked or the terms upon which it may be worked including provisions:

- (1) limiting the number of employees who may work part-time;
- (2) establishing quotas as to the ratio of part-time to full-time employees;



(3) prescribing a minimum or maximum number of hours a part-time employee may work; or

(4) requiring consultation with, consent of or monitoring by a union;

and such provisions do not apply to part-time work under this clause.

(h) Replacement Employees

(i) A replacement employee is an employee specifically engaged as a result of an employee proceeding on parental leave or working part time in accordance with this clause.

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

(iii) Before an employer engages a replacement employee under this paragraph, the employer shall inform the person of the temporary nature of the employment and of the rights of the employee who is being replaced. Specifically, the employer must advise that the period of engagement is subject to variation or change in the event that the employee on leave exercises the right to vary the period of leave.

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

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

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

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

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

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

(iii) During the period of parental leave an employee shall be entitled to return to work at any time, as agreed between the employer and the employee, provided that the employer may require notice of not more than four weeks.

- (iv) An employee shall be entitled to extend the period of parental leave on one occasion, provided that the employer may require notice of not more than four weeks.

By mutual agreement between the employee and the employer, the period of leave may be further extended.

(j) Redundancy

- (i) If a position held by an employee prior to taking parental leave is likely to be made redundant before the employee returns to work, the employer must advise the employee of the impending redundancy, provide an opportunity for consultation and shall not disadvantage the employee by virtue of the taking of parental leave.
- (ii) Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

(k) Right To Request Variation To Parental Leave Provision

- (i) An employee entitled to parental leave pursuant to the provisions of this clause may request the employer to allow the employee:
  - (1) to extend the period of simultaneous unpaid parental leave up to a maximum of eight weeks;
  - (2) to extend the period of unpaid parental leave by a further continuous period of leave not exceeding 12 months;
  - (3) to return from a period of parental leave on a part-time basis until the child reaches school age, to assist the employee in reconciling work and parental responsibilities.
- (ii) The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

(l) Communication During Parental Leave

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

- (1) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
  - (2) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
- (ii) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
  - (iii) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with (I)(i)(1).

## **5. PERSONAL LEAVE**

The provisions of this clause apply to an employee, other than one engaged as a casual or part-time employee in receipt of a loading in lieu of an entitlement to paid leave as specified in Part II – EMPLOYMENT RELATIONSHIP AND ASSOCIATED MATTERS Clause 3 – Part-Time Employees. The entitlements of casual employees and employees in receipt of a loading in lieu of an entitlement to paid leave are set out in subclause (i) – Casual Employees and Employees in Receipt of a Loading in lieu of Paid Leave – Caring Responsibilities.

### (a) Definitions

The term 'immediate family' includes:

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

### (b) Amount of Paid Personal Leave

- (i) Paid personal leave is available to an employee, when they are absent:
  - (1) due to personal illness or injury; or

- (2) for the purposes of caring for an immediate family or household member who is sick and requires the employee's care and support or who requires care due to an unexpected emergency.
- (ii) employees shall not be entitled to such leave of absence for any period in respect of which they are entitled to workers' compensation;
- (iii) employees shall not be entitled in any year (whether in the employment of one employer or of more) to personal leave credit in excess of 2 weeks ordinary working time;

**PROVIDED** that during the first three months of employment personal leave shall accrue on the basis of 6.33 hours for each completed calendar month of service with the employer. Where an employee is absent in accordance with subclause (f)(i) hereof during the first 3 months of employment and has insufficient accrual of personal leave credit, the employee may after the completion of 12 months continuous service claim the outstanding balance if sufficient personal leave accrual is in credit.

- (iv) for the purpose of administering paragraph (b)(iii) of this subclause an employer may within one month of this award coming into operation or within 2 weeks of the employee entering the employment require an employee to make a sworn declaration or other written statement as to what paid leave of absence the employee has had from any employer during the then current year, and upon such statement the employer shall be entitled to rely and act.

(c) Personal Leave for Personal Injury or Sickness\_

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

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

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

Leave may be taken for part of a single day.

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

- (e) Employee Must Give Notice
  - (i) employees shall, as soon as possible and where practicable within 1 hour of the commencement of such absence, inform the employer of their inability to attend for work, and as far as may be practicable, state the nature of the illness or injury and the estimated duration of the absence;
  - (ii) When taking leave to care for members of their immediate family or household who require care due to an unexpected emergency, the employee must, if required by the employer, establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.
- (f) Evidence Supporting Claim
  - (i) employees shall prove to the satisfaction of the employer (or in the event of a dispute, the Tasmanian Industrial Commission) that they were unable on account of such illness or injury to attend for work on the day or days for which the personal leave is claimed;
  - (ii) When taking leave to care for members of their immediate family or household who require care due to an unexpected emergency, the employee must, if required by the employer, establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.
- (g) Personal leave shall accumulate from year to year so that any balance of the period specified in subclause (b)(iii) of this clause which has in any year not been allowed to an employee by an employer as paid personal leave shall be credited to the employee and, subject to the conditions hereinbefore prescribed, shall be allowed by that employer in a subsequent year without diminution of the personal leave prescribed in respect of that year.
- (h) An employer shall not be required to make any payment in respect of accumulated personal leave credits to an employee who is discharged or leaves the employment or for any time an employee who is absent from work without producing satisfactory evidence of personal illness.
- (i) An employee shall not be entitled to claim personal leave for any period of time on a rostered day off.

(j) Unpaid Personal Leave

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

(k) Casual Employees and Employees in Receipt of a Loading in lieu of Paid Leave – Caring Responsibilities

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

The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. Casual employees and employees in receipt of a loading in lieu of paid leave are not entitled to any payment for the period of non-attendance.

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

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

### **1. CONSULTATIVE PROCEDURES**

- (a) The parties to this award are committed to cooperating positively to increase the efficiency, productivity and competitiveness of the industries and establishments covered by Part I - APPLICATION AND OPERATION OF THE AWARD, Clause 3 - Scope and to enhance the career opportunities and job security of employees in these industries and establishments.
- (b) At each enterprise or establishment, the employer, the employees and the relevant union or unions, shall establish a consultative mechanism and procedures appropriate to the size, structure and needs of that enterprise or establishment. Measures raised by the employer, employees or union or unions for consideration consistent with the objectives of subclause (a) herein shall be processed through that consultative mechanism and procedures.

### **2. ENTERPRISE FLEXIBILITY**

- (a) Notwithstanding anything contained in this award, but subject to the provisions of this clause, an agreement may be entered into between an employer and the majority of the employees engaged by that employer.
- (b) At each plant or enterprise, an employer, the employees and their relevant union or unions shall establish a consultative mechanism and procedures appropriate to the size, structure and needs of that plant or enterprise.
- (c) An agreement shall be subject to the following requirements:
  - (i) The majority of employees affected by the change must genuinely agree to the change.
  - (ii) The agreement taken as a whole shall not confer a lesser benefit to any employee than is available under the award.
  - (iii) The relevant union or unions shall be advised by the employer of the intention to commence discussions with employees on an agreement under this clause.
  - (iv) The relevant union or unions must be a party to the agreement.
  - (v) The relevant union or unions shall not unreasonably oppose any agreement.
- (d) An enterprise agreement shall be signed by the parties, being the employer and the union or unions, and contain the following:
  - (i) The term of the agreement.
  - (ii) The parties covered by the agreement.

- (iii) The classes of employees covered by the agreement.
  - (iv) The means by which a party may retire from the agreement.
  - (v) The means by which the agreement may be varied.
  - (vi) Where appropriate, the means by which any dispute arising in respect of the agreement may be resolved.
- (e) Any agreement which seeks to vary a provision of this award shall be referred to the Tasmanian Industrial Commission.

### **3. SETTLEMENT OF DISPUTES**

Subject to the provisions of the *Industrial Relations Act 1984* any grievance or claim arising out of the work-place shall be dealt with in accordance with the following manner:

- (a) The matter shall first be discussed between the employee and the immediate supervisor.
- (b) If not settled the matter shall be discussed between the employee, the employee's delegate, and the employer.
- (c) If the matter is still not settled it shall be referred to the State Secretary of the appropriate union and discussions may take place between the union and the company and if the company chooses their representative.
- (d) If the matter is still not settled it shall be referred to the Tasmanian Industrial Commission.
- (e) There shall be an opportunity for any party to raise the issue at a higher stage.
- (f) Sensible time limits shall be allowed for the completion of the various stages of the discussions.
- (g) A "cooling off" period of seven days may be applied by either party at any time from the initial notification to the company of the dispute or grievance.

During the "cooling off" period, work shall continue without interruption from industrial action including bans and limitations and the accepted custom and practice (status quo) that existed prior to the dispute will prevail.



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

### **1. PRECAUTIONS WHEN HANDLING DEAD WOOL**

On premises used in connection with handling dead wool, an adequate supply of requisites for treating scratches and slight wounds shall be provided by the employer.

'**Dead wool**' means wool gathered from the carcasses of sheep which have died otherwise than by slaughter.

### **2. PROTECTIVE CLOTHING**

- (a) After 6 months employment, employees engaged in handling green skins in drying sheds and/or handling hides shall be entitled to be supplied by the employer with suitable footwear and bib aprons which items shall be replaceable by the employer not more frequently than each 12 months. Gloves and a bib apron shall be provided for portmarking and other branding with brush and stencil. Gloves and a bib apron shall be made available to an employee engaged handling tallow.
- (b) The employer shall provide overalls and safety footwear to workshop personnel.
- (c) Where it is agreed between the employer and the employees that the work normally performed by the employee is of an unusually dirty, wet or obnoxious nature, suitable protective clothing and/or footwear shall be supplied and maintained as required by the employer. In the event of a dispute arising over the issue of protective clothing the matter shall be referred to the Tasmanian Industrial Commission.

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

### **1. NOTICE BOARD**

The employer shall permit a notice board of reasonable dimensions to be erected in a prominent position on the plant or in separate buildings in each plant so that it will be reasonably accessible to all employees working under this award. Accredited union representatives shall be permitted to put on the notice board or boards union notices, signed or countersigned by the representatives posting it. Any notice posted on such board not so signed or countersigned may be removed by an accredited union representative or by the employer.

### **2. POSTING OF AWARD**

Each employer shall cause a copy of this award to be posted or hung in a conspicuous and accessible place in each store or other premises where employees are employed and such posting shall be maintained during the term of this award.

### **3. SHOP STEWARDS**

- (a) An employee appointed shop steward in the shop or department in which the employee is employed shall upon notification thereof to the employer be recognised as the accredited representative of the union to which the employee belongs.

An accredited shop steward shall be allowed the necessary time during working hours to interview the employer or the employer's representative on matters affecting employees whom the shop steward represents.

- (b) Subject to the prior approval of the employer an accredited shop steward shall be allowed at a place designated by the employer a reasonable period of time during working hours to interview a duly accredited union official of the union to which the shop steward belongs, on legitimate union business.

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

Right of entry of union officials shall be in accordance with Section 77 of the *Industrial Relations Act 1984*.

P C Shelley  
**DEPUTY PRESIDENT**

4 August 2009