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TASMANIAN INDUSTRIAL COMMISSION

Industrial Relations Act 1984

s23 application for award or variation of award

Tasmanian Trades and Labor Council

(T11548 of 2004)

Private Sector Awards

Tasmanian Trades and Labor Council

(T11564 of 2004)

Private Sector Awards

Tasmanian Trades and Labor Council

(T11566 of 2004)

Private and Public Sector Awards

FULL BENCH:

PRESIDENT P L LEARY

COMMISSIONER T J ABEY

COMMISSIONER J P McALPINE

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

OPTICAL INDUSTRIES AWARD

ORDER BY CONSENT -

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

CLAUSES 8 16 AND 37 ARE VARIED AND THE AWARD IS CONSOLIDATED

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1. TITLE

This award shall be known as the "Optical Industries Award".

2. SCOPE

This award is established in respect of optometrists or makers, repairers or wholesale distributors of optical goods or supplies.

3. ARRANGEMENT

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4. DATE OF OPERATION

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

It is a term of this award (arising from the decision of the Tasmanian Industrial Commission in the State Wage Case of 13 August 1991) that the unions undertake, until 30 November 1991, not to pursue any extra claims, award or overaward, except when consistent with those principles.

5. SUPERSESSION AND SAVINGS

This award incorporates and supersedes the Optical Industries Award No 1 of 2003 (Consolidated).

PROVIDED that no right, obligation or liability incurred or accrued under any of the abovementioned provisions shall be affected by the replacement and supersession.

6. PARTIES AND PERSONS BOUND

Unless otherwise specified, this award shall have application to and be binding upon:

- (a) all employers (whether members of a registered organisation or not) who are engaged in the industry specified in Clause 2 - Scope;
- (b) all employees (whether members of a registered organisation or not) for whom classifications appear in this award and who are engaged in the industry specified in Clause 2 - Scope;
- (c) the following organisations of employees in respect of whom award interest has been determined:-

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- (i) The Australian Municipal, Administrative, Clerical and Services Union and the officers of that organisation and their members who are employed in the industry specified in Clause 2 - Scope;
 - (ii) The Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union and the officers of that organisation and their members who are employed in the industry specified in Clause 2 - Scope;
 - (iii) The Australian Workers' Union, Tasmania Branch and the officers of that organisation and their members who are employed in the industry specified in Clause 2 - Scope;
- (d) the following organisation of employers in respect of whom award interest has been determined:-

Tasmanian Chamber of Commerce and Industry Limited.

7. DEFINITIONS AND CLASSIFICATION DESCRIPTIONS

'CARE' means the Clerical and Retail Employees Superannuation Fund.

'Casual employee' means any person who is employed on a casual basis and includes any person who is employed for a period not exceeding five days at any one time.

PROVIDED that a casual employee may be employed for a period exceeding five days where the extension of hours does not reduce the ordinary hours of existing full-time and part-time staff. Where a casual employee does work for a period in excess of five days that arrangement shall not exceed a period of three months and the employee shall be given consideration for either part-time or full time work based on the needs of the business and merits of the employees.

'Clerical Structure'

Classification Standards

'Adult Entry' - Proposed wage relativity to Clerical Officer, Grade 3, more than 12 months experience at the completion of the minimum rates adjustment process = 80% first 6 months and 85% second 6 months)

'Adult Entry' shall mean the entry point for adult employees (21 years 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.

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'Clerical Officer - Grade 1' - (Proposed wage relativity to Clerical Officer, Grade 3, more than 12 months experience at the completion of the minimum rates adjustment process = 87%, 1 - 12 months and 90% thereafter)

(a) Grading

Employees shall be graded at this level where the principal functions of their employment, as determined by the employer, require the following:

- (i) The exercise of the 'General Requirements' specified in 'B' hereunder and
- (ii) In addition to the 'General Requirements' are required to exercise any one or more of the broad skill levels set out in '(c)' hereunder.

(b) General Requirements

- (i) Employees in this grade perform, and are 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.
- (ii) Employees in this grade shall be able to acquire and apply a limited knowledge of office procedures and requirements.

(c) Skill Requirements

(i) Technical Skills

Machine Operation - Skill Level 1:

Employees at this level are able to operate telephone/intercom systems, telephone answering machines; facsimile machines, photocopiers, franking machines, guillotines.

(ii) Information Handling Skills - Skill Level 1:

Employees at this level are able to receive, sort, open, distribute incoming mail, process outgoing mail, receive incoming and despatch 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. Ability to generate invoices and receipts from sales transactions.

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'Clerical Officer - Grade 2' - (Proposed wage relativity to Clerical Officer, Grade 3, more than 12 months experience at the completion of the minimum rates adjustment process = 92%, 1 - 12 months and 95% thereafter)

(a) Grading

Employees shall be graded at this level where the principal functions of their employment as determined by the employer require the following.

- (i) The exercise of the 'General Requirements' specified in 'B' hereunder and
- (ii) In addition to the 'General Requirements' are required to exercise any one or more of the broad skill levels set out in 'C' hereunder.

(b) General Requirements

- (i) 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 1. They are responsible and accountable for their own work which is performed within established routines, methods and procedures. Supervision is routine.
- (ii) Employees in this grade shall be able to acquire and apply a working knowledge of office or sectional operating procedures and requirements; acquire and apply a working knowledge of the organisation's structure and personnel in order to deal with enquiries at first instance, locate appropriate staff in different sections, relay internal information, respond to or redirect enquiries, greet visitors. Perform reception and retail work involving a knowledge of optical work. Impart knowledge of employer products and services to clients.

(c) Skill Requirements

(i) Technical Skills

Machine Operation - Skill Level 2:

Employees at this level are able to operate adding machines, switchboard, paging system, typewriter and calculator.

Computer - Skill Level 1:

Employees at this level are able to use knowledge of keyboard and function keys to enter and retrieve data through computer terminal.

Keyboard Typing - Skill Level 1:

Employees at this level are able to type at 25 words per minute with 98% accuracy. Utilise basic word processing skills.

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Note: Technical skills herein specified are to be read as a whole, ie. an employee if required shall be capable of exercising all skills relating to machine operation, keyboard, computer and word processing at this level.

(ii) Information Handling Skills - Skill Level 2:

Employees at this level are able to 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.

(iii) Business/Financial Skills - Skill Level 1:

Employees at this level are able to keep appropriate records; prepare and record petty cash transactions; undertake bank transactions (deposits and withdrawals).

'Clerical Officer - Grade 3' - (Proposed wage relativity to Clerical Officer, Grade 3, more than 12 months experience at the completion of the minimum rates adjustment process = 97%, 1 - 12 months and 100% thereafter)

(a) Grading

Employees shall be graded at this level where the principal functions of their employment as determined by the employer require the following.

- (i) The exercise of the 'General Requirements' specified in '(b)' hereunder and
- (ii) In addition to the 'General Requirements' are required to exercise any one or more of the broad skill levels set out in '(c)' hereunder.

OR ARE:

- (iii) Employees holding a Certificate of Commercial Studies (TAFE) or accredited equivalent, and who are required to use skills and perform tasks within the range of Grade 3.

(b) General Requirements

- (i) 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 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.

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- (ii) They must be able to acquire a working knowledge of the organisation's products/services, functions, locations and clients; respond to, and act upon most internal/external enquiries in own function area.

(c) Skill Requirements

(i) Technical Skills

Machine Operation - Skill Level 3:

Employees at this level are able to operate micro/personal computer, printing devices attached to a personal computer.

Keyboard - Typing - Skill Level 2:

Employees at this level are able to produce documents and correspondence using knowledge of standard formats, touch type at 40 words per minute with 98 percent accuracy, audio type.

Computer - Skill Level 2:

Employees at this level are able to use one software application package developed for a micro-personal computer to create:

a database file structure, or

a spreadsheet/worksheet, or

a graphic, or

an accounting/payroll file following standard procedures and using existing models/fields of information; or

use a central computer resource to an equivalent standard.

Word Processing - Skill Level 1:

Employees at this level are able to use ONE software package to create, format, edit, proof read, correct, print and save text documents, eg. standard correspondence and business documents.

Note: Technical skills herein specified are to be read as a whole. ie. An employee if required shall be capable of exercising all skills relating to machine operation, keyboard, computer and word processing at this level.

(ii) Secretarial - Skill Level 1:

Employees at this level are able to take shorthand notes at 70 words per minute and transcribe with 95 percent accuracy.

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(iii) Information Handling - Skill Level 3:

Employees at this level are able to use computer-based record management systems to file and retrieve records such as accounts, stock inventory, finance and personnel records.

(iv) Business/Financial - Skill Level 2:

Employees at this level are able to maintain records and journals, sort, process and record transactions such as incoming/outgoing cheques, invoices, debit/credit items, payroll data, establish petty cash imprest system.

'Clerical Officer - Grade 4' - (Proposed wage relativity to Clerical Officer, Grade 3, more than 12 months experience at the completion of the minimum rates adjustment process = 105%)

(a) Grading

Employees shall be graded at this level where the principal functions of their employment as determined by the employer require the following:

- (i) The exercise of the 'General Requirements' specified in '(b)' hereunder and
- ii) In addition to the 'General Requirements' are required to exercise any one or more of the broad skill levels set out in '(c)' hereunder.

(b) General Requirements

- (i) 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.
- (ii) Employees in this grade are able to provide detailed advice and information on the organisation's products and services; respond to client/public/supplier problems 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.
- (iii) Employees in this grade shall be capable of guiding employees graded at a lower level by means of personal instruction and demonstration.
- (iv) Employees in this grade shall be capable of acquiring and using specialist vocabulary, ie. technical, medical, legal etc. within the scope of this grade.

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(c) Skills Requirements

(i) Technical Skills

Keyboard - Typing - Skill Level 3:

Employees at this level are able to format complex documents including technical data, technical language, tables, graphs, text design, indexing, variable type face; produce documents requiring specified legal form or to comply with regulations or standards.

Computer - Skill Level 3:

Employees at this level are able to use TWO application software packages developed for a micro/personal computer at a standard equal to Skill Level 2 in each, eg. database, communications, accounting, payroll/personnel, spreadsheets, graphics, other applications; or

able to use a central computer resource to an equivalent standard.

Word Processing - Skill Level 2:

Employees at this level are able to use TWO software packages at a standard equal to Skill Level 1; or

are able to apply additional functions such as search and replace, variable fonts, moving and merging across documents, text columns, money columns, tables, eg. to produce financial statements, printed forms.

Note: Technical skills herein specified are to be read as a whole. ie. An employee if required shall be capable of exercising all skills relating to machine operation, keyboard, computer and word processing at this level.

(ii) Secretarial Skills - Skill Level 2:

Employees at this level are able to arrange travel bookings and itineraries; make appointments; screen telephone calls; follow visitor protocol procedures; establish telephone contact on behalf of executive.

Take shorthand notes at 90 words per minute and transcribe with 95 percent accuracy.

(iii) Information Handling - Skill Level 4:

Employees at this level are able to maintain a computer based records management system;

identify, access and extract information from internal sources.

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(iv) Business/Financial - Skill Level 3:

Employees at this level are able to prepare cash payment summaries, banking reports and bank statements; maintain wage and salary records; follow credit referral procedures; apply purchasing and inventory control requirements; post journals to ledger.

'Administrative Officer - Grade 5' - (Proposed wage relativity to Clerical Officer, Grade 3, more than 12 months experience at the completion of the minimum rates adjustment process = 110%)

(a) Grading

Employees shall be graded at this level where the principal functions of their employment as determined by the employer require the following:

- (i) The exercise of the 'General Requirements' specified in '(b)' hereunder and
- (ii) In addition to the 'General Requirements' are required to exercise any one or more of the broad skill levels set out in '(c)' hereunder.

(b) General Requirements

- (i) Employees in this grade 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. Accountable to Senior Management.
- (ii) Employees in this grade must be able to acquire a detailed knowledge of enterprise operations and structures and a sound knowledge of the industry. Respond to and act upon complex issues/arrangements in such areas as consumer/client services, special products/service knowledge, production and planning schedules, material supply, transport/freight arrangements.
- (iii) Employees in this grade shall be capable of guiding employees in lower grades by means of personal instruction and demonstration.

(c) Skill Requirements

(i) Technical Skills

Computer - Skill Level 4:

Employees at this level are able to use THREE application software packages developed for a micro/personal computer at a standard equal to Skill Level 2 in each; or

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use a central computer resource to an equivalent standard; or

apply knowledge of advanced functions of a SINGLE application software package to manipulate data, ie. modify fields of information, develop new database or spreadsheets models; or graph previously prepared spreadsheets, or perform reconciliation;

and/or

Word Processing - Skill Level 3:

Employees at this level are able to apply advanced functions including Macros, Sorting and Maths functions, boxes, thesaurus using ONE software package; or

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

(ii) Secretarial Skills - Skill Level 3:

Employees at this level are able to write shorthand notes at 100 words per minute and transcribe at 95 percent accuracy; maintain executive diary; respond to invitations; organise internal meetings on behalf of executive; establish and maintain reference lists/personal contact systems for executives; maintain current working and personal filing systems for executive.

(iii) Information Handling - Skill Level 5:

Employees at this level are able to create new forms of files and records as required using computer-based records systems;

access, identify, and extract information as required from external sources, eg. databases, libraries, local authorities; maintain subscriptions for required technical, trade and other publication systems, maintain circulation, indexing and filing systems for publications; review/close files, archive files.

(iv) Business/Financial - Skill Level 4:

Employees at this level are able to reconcile accounts to balance; follow-up unpaid accounts; calculate wage and salary requirements; calculate work valuations; prepare bank reconciliations.

(v) Supervisory - Skill Level 1:

Employees at this level are able to allocate work tasks to individuals, check work progress and correct errors.

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(vi) Specialist Skills - Skill Level 1:

Employees at this level are able to apply knowledge of export and customs documentation requirements and procedures;

apply knowledge of separate relevant industrial award rates of pay and conditions, occupational health and safety requirements.

'Administrative Officer - Grade 6' (Proposed wage relativity to Clerical Officer, Grade 3, more than 12 months experience at the completion of the minimum rates adjustment process = 115%)

(a) Grading

Employees shall be graded at this level where the principal functions of their employment as determined by the employer require the following;

- (i) The exercise of the 'General Requirements' specified in '(b)' hereunder; and
- (ii) In addition to the 'General Requirements' are required to exercise any one or more of the broad skill levels set out in '(c)' hereunder.

(b) General Requirements

- (i) Employees in this grade perform clerical and administrative duties using a more extensive range of skills and knowledge at a level higher than required in Grade 5. They are responsible and accountable for their own work, and may have limited responsibility for the work of a section or unit. They exercise initiative, discretion and judgement within the range of their skills and knowledge. Supervision is by means of reporting to more senior officers as required.
- (ii) Employees in this grade are able to apply knowledge of the organisation's objectives, performance, projected areas of growth, product trends; and general industry conditions, eg. knowledge of competitors and major clients market structure in the performance of own responsibilities.
- (iii) Employees in this grade shall be capable of guiding employees graded at a lower level by means of personal instruction and demonstration.

(c) Skill Requirements

(i) Technical Skills

Computer - Skill Level 5:

Employees at this level are able to use TWO application software packages on a micro/personal computer to a standard equal to Skill Level 4 in each; or

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use a central computer resource to an equivalent standard; or

assist in operating a mainframe computer

and/or

Word Processing - Skill Level 4:

Employees at this level 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 3 using TWO software packages.

(ii) Secretarial Skills - Skill Level 4:

Employees at this level are able to write shorthand notes at 120 words per minute and transcribe at 95 percent accuracy; 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.

(iii) Information Handling - Skill Level 6:

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.

(iv) Business/Financial - Skill Level 5:

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.

(v) Supervisory - Skill Level 2:

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 and resolve operational problems for staff in lower grades; co-ordinate work flow within a section or unit and counsel and advise staff who are under direct supervision.

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(vi) Specialist Skills - Skill Level 2:

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

'Employer' means an optometrist or maker/repairer or wholesaler/distributor of optical goods or supplies who is subject to the Optical Industries Award.

'Optical Structure'

'Optical Worker Grade 1' - Proposed wage relativity to Optical Tradesperson Grade 1 at the completion of the minimum rates adjustment process = 72%)

Means an adult employee not engaged as a tradesman who during the first 3 months of employment undertakes familiarisation and basic training in a prescription workshop.

'Optical Worker Grade 2' - Proposed wage relativity to Optical Tradesperson Grade 1 at the completion of the minimum rates adjustment process = 78%)

Means an adult employee not engaged as a tradesman, but engaged in blocking up on blanks, cleaning of lenses, attaching fining and/or polishing pads, fining/polishing and all other work performed in a prescription workshop other than that performed by a tradesman.

'Optical Worker Grade 3' - Proposed wage relativity to Optical Tradesperson Grade 1 at the completion of the minimum rates adjustment process = 92%)

Means an adult employee whose duties will include the interpretation and selection of grinding materials. Ordering of grinding materials and prescription computer calculations.

'Optical Tradesperson Grade 1' - (Proposed wage relativity at the completion of the minimum rates adjustment process = 100%)

Means an employee who has completed a four year apprenticeship as an optical mechanic or an adult employee who holds qualifications deemed equivalent by the employer and who is engaged to perform one or more of the following tasks in

- (a) grinding angles or prisms using an auto collimator or similar checking instrument in hand finishing of highly accurate work, including localising and figuring, and in making of testplates; and
- (b) computation of lens curves, marking up for frame fitting and final checking; and
- (c) fitting, marking up, generating and/or edging and lap section; and
- (d) prescription interpretation and selection of lenses; and
- (e) maintenance of optical equipment and machines; and

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(f) assists in the training of apprentices and optical workers.

'Optical Tradesperson Grade 2' - (Proposed wage relativity to Optical Tradesperson Grade 1 at the completion of the minimum rates adjustment process = 105%)

Means an optical tradesperson with responsibilities for final checking and quality control related to prescription interpretations.

'Optical Tradesperson Grade 3' - (Proposed wage relativity to Optical Tradesperson Grade 1 at the completion of the minimum rates adjustment process = 110%)

Means an optical tradesperson performing Grade 2 duties and who has additional responsibilities in one or more of the following areas:

- (a) supervision of the work of two or more employees; and
- (b) customer relations.

'Retail Services' means a business involved in the sale of optical products (eg frames, lenses, sunglasses and associated products) at retail to the public.

'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.

'Tasplan' means the superannuation fund established by Trust Deed and Articles on 16 March 1987.

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8. WAGE RATES

1. OPTICAL EMPLOYEES

(a) Adults

Adult employees of a classification hereunder mentioned shall be paid the weekly wage rate assigned opposite that classification.

Classification:	Base Rate Relativity %	Base Rate \$	Safety Net Adjustment \$	Weekly Wage Rate \$
1. Optical Worker Grade 1	72	300.40	142.00	442.40
2. Optical Worker Grade 2	78	325.40	142.00	467.40
3. Optical Worker Grade 3	92	383.80	142.00	525.80
4. Optical Tradesperson Grade 1	100	417.20	144.00	561.20
5. Optical Tradesperson Grade 2	105	438.10	144.00	582.10
6. Optical Tradesperson Grade 3	110	458.90	144.00	602.90

(b) Apprentices

Apprentices shall be paid the undermentioned percentages of the weekly wage rate prescribed for an 'Optical Tradesperson Grade 1'.

	%
First year	42
Second year	55
Third year	75
Fourth year	88

The said minimum rates shall be calculated to the nearest 10 cents, any fraction of 10 cents not exceeding five cents to be disregarded.

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2. CLERICAL EMPLOYEES

(a) Adults

Except as prescribed in subclause 3 - Minimum Wage hereof, adult employees of a classification hereunder mentioned shall be paid the weekly wage rate assigned opposite that classification.

	Base Rate Relativity %	Base Rate \$	Safety Net Adjustment \$	Weekly Wage Rate \$
1. Clerical Officer Entry Level				
1st 6 months	80	333.80	142.00	475.80
2nd 6 months	85	354.60	142.00	496.60
2. Clerical Officer Grade 1				
1-12 months	87	363.00	142.00	505.00
Thereafter	90	375.50	142.00	517.50
3. Clerical Officer Grade 2				
1-12 months	92	383.80	142.00	525.80
Thereafter	95	396.30	142.00	538.30
4. Clerical Officer Grade 3				
1-12 months	97	404.70	142.00	546.70
Thereafter	100	417.20	144.00	561.20
5. Clerical Officer Grade 4	105	438.10	144.00	582.10
6. Administrative Officer Grade 5	110	458.90	144.00	602.90
7. Administrative Officer Grade 6	115	479.80	142.00	621.80

(b) Ratio of Juniors to Adult Employees

The maximum number of junior employees to be employed shall not exceed the ratio of two junior employees to every one adult. These ratio provisions shall not apply to trainee clerks.

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3. MINIMUM WAGE

Notwithstanding the provisions of subclauses 1 and 2 hereof, no adult employee shall be paid less than the rate of \$363.40 per week.

PROVIDED that payments for overtime, holiday and weekend penalties, prescribed in this award shall not be taken into account in the calculation of such minimum weekly rate of wage.

Where a minimum rate of pay as aforesaid is applicable to an employee for work in ordinary hours the same rate shall be applicable to the calculation of overtime and all other penalty rates, payments during sick leave and annual leave, and for all other purposes of this award.

4. JUNIOR EMPLOYEES

(a) Junior optical employees

The minimum weekly wage rate payable to junior employees shall be the undermentioned percentage of the total weekly wage rate prescribed for an 'Optical Worker Grade 2'.

	%
17 years of age and under	55
18 years of age	65
19 years of age	78
20 years of age	93

(b) Junior clerical employees

The minimum weekly wage rate that shall be paid to junior clerical employees shall be the undermentioned percentages of the weekly wage rate for Clerical Officer, Grade 1, 1st 12 months service, adjusted to the nearest 10 cents.

	%
Under 16 years of age	40
16 to 17 years of age	45
17 to 18 years of age	55
18 to 19 years of age	70
19 to 20 years of age	80
20 to 21 years of age	90

PROVIDED that when determining the amount payable to an employee attaining the age of 21 years, who has been employed as a junior clerk in the trades or groups of trades in respect of which awards of the Tasmanian Industrial Commission relating to private industry employees are established, experience obtained after reaching the age of 19 years shall be counted as adult experience.

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5. SUPPORTED WAGE SYSTEM

(a) Eligibility criteria

Subject to this subclause an employer may engage employees at a supported wage rate (as set out in paragraph (c) of this subclause) who meet the impairment criteria for receipt of a Disability Support Pension

and who, because of their disability, are unable to perform the range of duties to the competence level normally required for the class of work for which they are engaged.

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

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

(b) For the purposes of this subclause:

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

'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.

'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.

'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.

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(c) Supported wage rates

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

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

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

(d) Assessment of capacity

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

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

(e) Lodgement of assessment instrument

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

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(f) Review of assessment

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

(g) Other terms and conditions of employment

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

(h) Workplace adjustment

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

(i) Trial Period

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

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9. ADULT APPRENTICE

(a) Contract of Indenture

- (i) A suitable contract of indenture shall be drawn up between the adult apprentice and the employer.
- (ii) The training to be completed by an adult apprentice under a contract of indenture will be determined by the relevant State Training Authority through its approved agencies based upon training credits being granted for the relevant working experience and educational standard obtained by the apprentice.

(b) Wage Rate

Where a person is employed by an employer in the optical industry immediately prior to becoming an adult apprentice with that employer such person shall not suffer a reduction in the rate of pay by virtue of becoming indentured. For the purpose only of fixing a rate of pay the adult apprentice shall continue to receive the rate of pay that is from time to time applicable to the classification or class of work specified in the relevant clause of this award and in which the adult apprentice was engaged immediately prior to entering into the contract of indenture.

(c) Preference

- (i) Preference of employment as an adult apprentice should be given to an applicant who is currently employed by the employer so as to provide for genuine career path development.
- (ii) Adult apprentices shall not be employed at the expense of other apprentices.

10. ANNUAL LEAVE

(a) Period of Leave

Except as hereinafter provided a period of 28 consecutive days' leave shall be allowed annually to an employee (other than a casual employee or a part-time employee engaged to work less than 20 hours per week) 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 the employee agree, in one of the following methods:

- (i) in two separate periods, the lesser of which shall be not less than seven consecutive days, ie. five working days;

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(ii) in any combination, provided one period shall be not less than seven consecutive days, ie. five working days.

(c) Leave to be Exclusive of Public Holidays

If any of the holidays prescribed by Clause 17 - Holidays with Pay fall 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 so occurring.

(d) Payment in Lieu Prohibited

Except as provided in subclause (h) 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.

(f) Payment for Period of Leave

Each employee before going on leave shall be paid the amount of wages he would have received in respect of the ordinary time which he would have worked had he not been on leave during the relevant period. In addition thereto all employees other than casual or part-time employees shall be paid an amount equivalent to the minimum wage as prescribed in Clause 8 - Wage Rates, subclause 3 - Minimum Wage . This amount shall not apply to proportionate leave on termination.

(g) Leave Allowed before due Date

An employer may allow annual leave to an employee before the right thereto has accrued due but where leave is taken in such a case a further period of annual leave shall not commence to accrue until after the expiration of the 12 months in respect of which annual leave had 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 complete month of the qualifying period of 12 months not served by the employee, deduct from whatever remuneration is payable to the employee upon the termination of the employment, one-twelfth of the amount of wages paid on account of annual leave, which amount shall not include any sums paid for any of the holidays prescribed by Clause 17 - Holidays with Pay.

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(h) Proportionate Leave on Termination of Service

If after one completed month of service in any 12 monthly period an employee lawfully leaves his employment or his employment is terminated by the employer through no fault of the employee, the employee shall be paid twelve and two thirds hours for each completed month of continuous service.

This service is in respect of which leave has not been granted.

11. CARER'S LEAVE

(a) Paid Carer's Leave

- (i) In accordance with this subclause, an employee is entitled to use up to a maximum of five days per annum of any current or accrued sick leave entitlement provided for at Clause 36 - Sick Leave of the award for absences to provide care and support for either members of their immediate family or household who need their care and support when they are ill.

For the purposes of this clause part-time employees, who are not in receipt of a loading in lieu of entitlements to paid leave as specified in Clause 25 - Part-Time Employees subclause (a) shall be entitled to use up to a maximum of one week of any current or accrued sick leave entitlements per annum.

Where a part-time employee's hours of work are not constant the employee's entitlement to carer's leave shall be based on the average number of weekly hours worked by the employee during the 12 month period immediately preceding the commencement of the relevant period of carer's leave or the employee's actual period of service if less than 12 months.

Leave may be taken for part of a single day.

- (ii) If required the employee must establish, either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person.
- (iii) The entitlement to use sick leave in accordance with this subclause is subject to the person being either:
- (1) a member of the employee's immediate family, or
 - (2) a member of the employee's household.

The term '**immediate family**' includes:

- (A) spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse, in relation to a person, means a person of the opposite sex to the first

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mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; and

- (B) child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including foster parent, step parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse of the employee.
 - (iv) Where practicable the employee must give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and the person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.
 - (v) In normal circumstances an employee must not take carer's leave under this clause where another person has taken leave to care for the same person.
- (b) Unpaid Carer's Leave
- (i) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care to a family or household member who is ill.
 - (ii) A part-time employee in receipt of a loading in lieu of entitlements to paid leave as specified in Clause 25 - Part-Time Employees subclause (b) shall be entitled to take a maximum of one week's unpaid carer's leave per annum.

Where a part-time employee's hours of work are not constant the employee's entitlement to unpaid carer's leave shall be based on the average number of weekly hours worked by the employee during the 12 month period immediately preceding the commencement of the relevant period of carer's leave or the employee's actual period of service if less than 12 months.

(c) Grievance Process

Any dispute or claim arising out of Carer's Leave provisions of the award shall be dealt with in the following manner:

- (i) the matter shall first be discussed between the employee and the employee's immediate supervisor;
- (ii) if not settled the matter shall be discussed between the employee's workplace delegate or representative and the immediate supervisor and the relevant manager with the authority to approve leave;

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- (iii) if not settled the employee may refer the matter to the relevant union official to enable discussions between the appropriate union representatives and management representatives to occur;
- (iv) if not settled the matter may be submitted to the Tasmanian Industrial Commission for determination.

12. CASUAL EMPLOYEES

A casual employee (as defined) for working ordinary time shall be paid per hour 1/38th of the weekly wage rates prescribed for the work which he or she performs. In addition thereto a casual employee (as defined) shall receive 20 percent of the ordinary hourly rate in respect of each hour for which he or she is paid, such additional amount to be payment in lieu of annual leave, sick leave and holidays with pay as prescribed in Clause 10 - Annual Leave, Clause 36 - Sick Leave and Clause 17 - Holidays with Pay of this award.

An employee who is not engaged (in writing) as a casual employee (as defined) shall be deemed to be on weekly hire.

13. COMPASSIONATE LEAVE

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.

An employee who is required to travel outside the State of Tasmania (including King Island and Flinders Island) shall, if necessitated by the unavailability of transport, be allowed one day after the funeral as travelling time with pay.

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14. CONTRACT OF EMPLOYMENT

- (a) Except as hereinafter provided employment shall be by the week. Any employee not specifically engaged as a casual employee (as defined) shall be deemed to be employed by the week.
- (b) Employment shall be determined by a week's notice on either side given at any time during the week or by the payment or forfeiture of a week's wages as the case may be. This shall not affect the right of the employer to dismiss any employee without notice for neglect of duty or misconduct and in such cases the wages shall be paid up to the time of dismissal only, or to deduct payment for any day the employee cannot be usefully employed because of any strike or through any breakdown in machinery or any stoppage of work by any cause for which the employer cannot reasonably be held responsible.
- (c)
 - (i) An employer may direct an employee to carry out such duties as are within the limit of the employee's skill, competence and training consistent with the classification structure of this award provided that such duties are not designed to promote de-skilling.
 - (ii) An employer may direct an employee to carry out such duties and use 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 subclauses (i) and (ii) shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.

15. ENTERPRISE AGREEMENTS

- (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.

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- (iv) The relevant union must be a party to the agreement.
- (v) The relevant union shall not unreasonably oppose any agreement.
- (d) An enterprise agreement shall be signed by the parties, being ton employer and the union, 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.

16. FIRST AID ALLOWANCE

An employee who is the holder of a current St. John First Aid Certificate shall if required to act as a first aid attendant, be paid \$6.20 per week extra

17. HOLIDAYS WITH PAY

- (a) All employees other than those engaged as casual employees (as defined) or part-time employees engaged to work for less than 20 hours per week 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 (as defined), Recreation Day (where Hobart Regatta Day is not observed), Christmas Day and Boxing Day, or such other day as may be observed in the locality in lieu of any of the abovementioned holidays.
- (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, he/she had been at work.

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- (c) Payment to an employee for work performed on holidays mentioned in subclause (a) shall be at the rates prescribed elsewhere in this award.

18. HOURS OF WORK

- (a) The ordinary hours of work shall be an average of 38 per week to be worked on one of the following bases:
 - (i) seven hours 36 minutes per day; or
 - (ii) eight hours per day or four days and six hours on one day in each week; or
 - (iii) eight hours per day or nine days and four hours on one day in each fortnight; or
 - (iv) eight hours per day on nineteen days with an accumulated rostered day off; or
 - (v) eight hours per day with an accumulation of rostered days off up to a maximum of five.

The method of implementation shall be determined following discussion between the employer and the employees.

PROVIDED that in the absence of agreement between the employer and employees concerned, the method adopted shall be (i) above.

- (b) For operations not involved in retail services (as defined) the ordinary hours shall be worked between the hours of 7.00 am and 6.30 pm Monday to Friday inclusive.
- (c) For operations involved in retail services (as defined) the ordinary hours shall be worked between the following hours:
 - (i) Monday, Tuesday and Wednesday 7.00 am - 6.30 pm
 - (ii) Thursday and Friday 7.00 am - 9.30 pm
 - (iii) Saturday 7.00 am - 6.30 pm
- (d) The hours of work prescribed by this clause shall, excepting for a meal break of not less than 30 minutes nor more than 60 minutes be continuous on each day. Such meal break shall be taken between the hours of 11.00 am and 3.00 pm.
- (e) Meal Periods
 - (i) An employee shall not be required to work for more than five hours without a break for a meal.

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PROVIDED that by agreement between an employer and the majority of employees in the plant, work section or sections concerned, an employee or employees may be required to work in excess of five hours but not more six hours at ordinary rates of pay without a meal break to meet operational needs where extraordinary circumstances arise.

- (ii) The time of taking a scheduled meal break or rest break by one or more employees may be altered by an employer if it is necessary to do so in order to meet a requirement for continuity of operations.
 - (iii) An employer may stagger the time of taking a meal and rest break to meet operational requirements.
 - (iv) Subject to the provisions of paragraph (i) hereof, an employee employed as a regular maintenance person shall work during meal breaks at ordinary rates of pay whenever instructed to do so for the purpose of making good breakdown of plant or upon routine maintenance of plant which can only be done while such plant is idle.
 - (v) Except as provided in paragraphs (i) and (iv) hereof, and except where any alternative arrangement is entered into as a result of in-plant discussions, time and a half rates shall be paid for all work done during meal hours and thereafter until a meal break is taken.
- (f) The ordinary hours of work prescribed herein shall not exceed 10 on any day provided that:
- (i) in any arrangement of ordinary hours where the ordinary working hours are to exceed eight on any day, the arrangement of hours shall be subject to agreement between an employer and the majority of employees in the plant or work section or sections concerned; and
 - (ii) by arrangement between the employer, the union or unions concerned and the majority of employees in the plant or work section or sections concerned, ordinary hours not exceeding twelve on any day may be worked subject to:
 - (1) the employer and the employees concerned being guided by the occupational health and safety provisions of the ACTU Code of Conduct on twelve hour shifts;
 - (2) proper health monitoring procedures being introduced;
 - (3) suitable roster arrangements being made; and
 - (4) proper supervision being provided.

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- (iii) No clerical employee shall be required to work in excess of 10 hours in any one day.

(g) Make Up Time

Notwithstanding provisions elsewhere in the award, the employer and the majority of employees at an enterprise may agree to establish a system of make up time provided that:

- (i) An employee may elect, with the consent of the employer, to work 'make up time' under which the employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award.
- (ii) An employee on shift work may elect, with the consent of their employer, to work 'make up time' under which the employee takes time off ordinary hours and works those hours at a later time, at the shift work rate which would have been applicable to the hours taken off.
- (iii) An employee or the employees may choose to request a union party to this award, to represent their interests in negotiation referred to in paragraph (i) of this subclause.
- (iv) Once a decision has been taken to introduce an enterprise system of make up time, in accordance with this clause, its terms must be set out in the time and wages records kept pursuant to Regulation 25 of the Industrial Relations Regulations 1993.
- (v) An employer shall record make up time arrangements in the relevant time and wages book, as prescribed in Clause 38 - Time and Wages Book of the award at each time this provision is used.

(h) Rostered Days Off

Notwithstanding provisions elsewhere in the award, the employer and the majority of employees at an enterprise may agree to establish a system of Rostered Days Off to provide that:

- (i) An employee may elect, with the consent of the employer, to take a rostered day off at any time.
- (ii) An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.
- (iii) An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon by the employee at times mutually agreed by the employer, or subject to the reasonable notice by the employee or the employer.

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- (iv) An employee or the employees may choose to request a union party to this award to represent their interests in negotiation referred to in paragraph (i) of this subclause.
- (v) Once a decision has been taken to introduce an enterprise system of Rostered Days Off flexibility, in accordance with this clause, its terms must be set out in the time and wages records kept pursuant to Regulation 25 of the Industrial Relations Regulations 1993.
- (vi) An employer shall record Rostered Days Off arrangements in the relevant time and wages book, as prescribed in Clause 38 - Time and Wages Book of the award at each time this provision is used.

19. LOCOMOTION

All means of locomotion required shall be provided and maintained by the employer, but where employees by arrangement with the employer, provide their own car they shall be paid in addition to the weekly rate prescribed in Clause 8 - Wage Rates an amount of 14.7 cents per kilometre per vehicle 16 hp. or over, for vehicles under 16 hp. 12.7 cents per kilometre travelled.

20. MIXED FUNCTIONS

Any employee who is required so to do and does on any one day work for which a higher rate is prescribed, shall, if engaged on such work for two hours or more, be paid the higher rate for the whole of that day. If for less than two hours he or she shall be paid the higher rate for the time so worked.

21. NOTICE BOARD

The employer shall permit a notice board of reasonable dimensions to be erected in a prominent position in the plant or in separate buildings in each plant so that it will be reasonably accessible to all his/her employees working under this award.

Accredited union representatives shall be permitted to put on the notice board or notice boards, union notices, signed or counter signed by the representative posting it.

Any notices posted on such board not signed or counter signed may be removed by an accredited union representative or by the employer.

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22. OCCUPATIONAL SUPERANNUATION

(a) Fund

For the purpose of this award, contributions by employers in accordance with the provisions of subclause (b) - Contributions shall be paid into one of the following nominated approved funds:-

- (i) TASPLAN
- (ii) CARE

(b) Contributions

- (i) Employers shall make contributions in respect of each eligible employee at a rate equivalent to three percent of the employee's ordinary time earnings.

PROVIDED that in the case of eligible casual and part-time employees, contributions shall be made where the employee works at least 10 hours per week averaged over a Fund billing statement month.

leave or unauthorised absence. Further, an employer shall not be required to make additional contributions in respect of annual leave paid out on termination.

- (iii) Contributions to the fund 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.

(c) Exemptions

- (i) An employer may make application to the Tasmanian Industrial Commission by 31 March 1990 to be exempt from the provisions of this award.

PROVIDED that such exemption shall only be granted to employers who:-

- (1) provide superannuation into a Company fund in existence at 1 January 1990, which satisfies Commonwealth Operational Standards;
 - (2) can demonstrate genuine hardship and incapacity to pay in accordance with the Wage Fixing Guidelines.
- (ii) An employer who commences a new business after 1 April 1990, may make application for exemption in accordance with paragraph (i) above. Such application must be made within one month of the commencement of operation of the new business.

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- (iii) For the purposes of this clause, the following companies are exempt from contributing to either TASPLAN or CARE as nominated in subclause (a) - Fund and contributions shall be made in accordance with subclause (b) - Contributions into the Approved Funds set out below:

Company	Fund
Corbett and Wilson	Tasmanian Chamber of Commerce Industry Super Fund
Tasmanian Optical Company Ltd	Employees may choose between: TASPLAN; CARE; or Martin Worles Scheme (Administered by AMP)

- (d) Definitions

'Eligible employee' means an employee for whom a classification appears in this award whether employed on a full-time, part-time or casual basis.

In accordance with the *Superannuation Guarantee Act*, employees shall not be eligible for superannuation contributions where:

- (i) an employee earns less than \$450 per month;
- (ii) an employee works less than 30 hours per week and is under 18 years of age.
- (iii) an employee is over 65 years of age.

'Ordinary Time Earnings' shall include an employee's classification rate, overaward payments, shift loading, casual loading and any permanent all purpose work related allowances but shall exclude overtime and call back payments, annual leave loading, annual or long service leave payments on termination and allowances paid as a reimbursement of expenses.

23. OVERTIME AND CALL BACK

- (a) For all time of duty in excess of ordinary hours or before the time fixed for commencing work or after the time fixed for ceasing work, payment shall be made at the rate of time and one half for the first two hours and double time thereafter.
- (b) An employee who is recalled to work overtime after leaving his/her employer's premises, whether or not he/she has been notified before ceasing work, shall receive a minimum payment as for four hours worked.
- (c) In computing overtime, each day's work shall stand alone.

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- (d) Where an employer and employee agree, time off at the penalty equivalent may be allowed in lieu of payment for overtime.

PROVIDED that such time off shall be paid at the ordinary rate.

- (e) For the purpose of determining overtime entitlements of an employee, an employee who works 10 minutes or more past the time fixed for ceasing work shall be paid overtime at the appropriate overtime rate for all time worked after the time fixed for ceasing work.

PROVIDED that this subclause shall not be used to obtain unpaid work from employees on a regular basis.

- (f) An employer shall, if requested by an employee, provide payment at the rate provided for the payment of overtime as prescribed in this clause of this award for any overtime worked under this subclause where such time has not been taken within four weeks of accrual.

24. 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.

PART A - MATERNITY LEAVE

- (a) Nature of Leave

Maternity leave is unpaid leave.

- (b) Definitions

For the purpose of this part:

'Employee' includes a part-time employee but does not include an employee engaged upon casual or seasonal work.

'Paternity leave' means leave of the type provided for in Part B - Paternity Leave.

'Child' means a child of the employee under the age of one year.

'Spouse' includes a de facto or a former spouse.

'Continuous service' means service under an unbroken contract of employment and includes:

- (i) any period of leave taken in accordance with this clause;
- (ii) any period of part-time employment worked in accordance with this clause; or

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

(c) Eligibility for Maternity Leave

(i) An employee who becomes pregnant, upon production to her employer of the certificate required by subclause (d) hereof, shall be entitled to a period of up to 52 weeks maternity leave provided that such leave shall not extend beyond the child's first birthday. This entitlement shall be reduced by any period of paternity leave taken by the employee's spouse in relation to the same child and apart from paternity leave of up to one week at the time of confinement shall not be taken concurrently with paternity leave.

(ii) Subject to subclauses (f) and (i) hereof the period of maternity leave shall be unbroken and shall, immediately following confinement, include a period of six weeks compulsory leave.

(iii) The employee must have had at least 12 months continuous service with that employer immediately preceding the date upon which she proceeds upon such leave.

(d) Certificate

At the time specified in subclause (e) hereof the employee must produce to her employer:

(i) a certificate from a registered medical practitioner stating that she is pregnant and the expected date of confinement;

(ii) 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.

(e) Notice Requirements

(i) An employee shall, not less than 10 weeks prior to the presumed date of confinement, produce to her employer the certificate referred to in paragraph (d)(i).

(ii) An employee shall give not less than four weeks notice in writing to her employer of the date upon which she proposes to commence maternity leave stating the period of leave to be taken and shall, at the same time, produce to her employer the statutory declaration referred to in paragraph (d)(ii).

(iii) An employer by not less than 14 days notice in writing to the employee may require her to commence maternity leave at any time within the six weeks immediately prior to her presumed date of confinement.

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(iv) An employee shall not be in breach of this clause as a consequence of failure to give the stipulated period of notice in accordance with paragraph (ii) hereof if such failure is occasioned by the confinement occurring earlier than the presumed date.

(f) Transfer to a Safe Job

Where 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 shall, 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.

If the transfer to a safe job is not practicable, the employee may, or the employer may require the employee to, take leave for such period as is certified necessary by a registered medical practitioner. Such leave shall be treated as maternity leave for the purposes of subclauses (j), (k), (l) and (m) hereof.

(g) Variation of Period of Maternity Leave

(i) Provided the maximum period of maternity leave does not exceed the period to which the employee is entitled under subclause (c) hereof:

(1) the period of maternity leave may be lengthened once only by the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be lengthened;

(2) the period may be further lengthened by agreement between the employer and the employee.

(ii) The period of maternity leave may, with the consent of the employer, be shortened by the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be shortened.

(h) Cancellation of Maternity Leave

(i) Maternity leave, applied for but not commenced, shall be cancelled when the pregnancy of an employee terminates other than by the birth of a living child.

(ii) Where the pregnancy of an employee then on maternity leave terminates other than by the birth of a living child, it shall be the right of the employee to resume work at a time nominated by the employer which shall not exceed four weeks from the date of notice in writing by the employee to the employer that she desires to resume work.

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(i) Special Maternity Leave and Sick Leave

- (i) 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:
- (1) she shall be entitled to such period of unpaid leave (to be known as special maternity leave) as a registered medical practitioner certifies as necessary before her return to work; or
 - (2) for illness other than the normal consequences of confinement she shall be entitled, either in lieu of or in addition to special maternity leave, to such paid sick leave as to which she is then entitled and which a registered medical practitioner certifies as necessary before her return to work.
- (ii) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take such paid sick leave as to which she is then entitled and such further unpaid leave (to be known as special maternity leave) as a registered medical practitioner certifies as necessary before her return to work, provided that the aggregate of paid sick leave, special maternity leave and maternity leave shall not exceed the period to which the employee is entitled under subclause (c) hereof.
- (iii) For the purposes of subclauses (j), (k) and (l) hereof, maternity leave shall include special maternity leave.
- (iv) An employee returning to work after the completion of a period of leave taken pursuant to this subclause shall be entitled to the position which she held immediately before proceeding on such leave or, in the case of an employee who was transferred to a safe job pursuant to subclause (f) hereof, to the position she held immediately before such transfer.

Where such position no longer exists but there are other positions available, which the employee is qualified for and the duties of which she is capable of performing, she shall be entitled to a position as nearly comparable in status and pay to that of her former position.

(j) Maternity Leave and Other Leave Entitlements

- (i) Provided the aggregate of any leave including leave taken under this part, does not exceed the period to which the employee is entitled under subclause (c) hereof, an employee may, in lieu of or in conjunction with maternity leave, take any annual leave or long service leave or any part thereof to which she is entitled.
- (ii) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave), shall not be available to an employee during her absence on maternity leave.

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(k) Effect of Maternity Leave on Employment

Subject to this part, notwithstanding any award or other provision to the contrary, absence on maternity leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose of any relevant award or agreement.

(l) Termination of Employment

- (i) An employee on maternity leave may terminate her employment at any time during the period of leave by notice given in accordance with this award.
- (ii) An employer shall not terminate the employment of an employee on the ground of her pregnancy or of her absence on maternity leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

(m) Return to Work After Maternity Leave

- (i) An employee shall confirm her intention of returning to work by notice in writing to the employer given not less than four weeks prior to the expiration of her period of maternity leave.
- (ii) An employee, upon returning to work after maternity leave or the expiration of the notice required by paragraph (i) hereof, shall be entitled to the position which she held immediately before proceeding on maternity leave or, in the case of an employee who was transferred to a safe job pursuant to subclause (f) hereof, to the position which she held immediately before such transfer or in relation to an employee who has worked part-time during the pregnancy the position she held immediately before commencing such part-time work.

Where such position no longer exists but there are other positions available for which the employee is qualified and the duties of which she is capable of performing, she shall be entitled to a position as nearly comparable in status and pay to that of her former position.

(n) Replacement Employees

- (i) A replacement employee is an employee specifically engaged as a result of an employee proceeding on maternity leave.
- (ii) Before an employer engages a replacement employee the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

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- (iii) Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising her rights under this part, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.
- (iv) Nothing in this part shall be construed as requiring an employer to engage a replacement employee.

PART B - PATERNITY LEAVE

(a) Nature of Leave

Paternity leave is unpaid leave.

(b) Definitions

For the purpose of this part:

'Employee' includes a part-time employee but does not include an employee engaged upon casual or seasonal work.

'Maternity leave' means leave of the type provided for in Part A - Maternity Leave (and includes special maternity leave).

'Child' means a child of the employee or the employee's spouse under the age of one year.

'Spouse' includes a de facto or a former spouse.

'Primary care-giver' means a person who assumes the principal role of providing care and attention to a child.

'Continuous service' means service under an unbroken contract of employment and includes:

- (i) any period of leave taken in accordance with this clause;
- (ii) any period of part-time employment worked in accordance with this clause; or
- (iii) any period of leave or absence authorised by the employer or by the award.

(c) Eligibility for Paternity Leave

A male employee, upon production to his employer of the certificate required by subclause (d) - Certification shall be entitled to one or two periods of paternity leave, the total of which shall not exceed 52 weeks, in the following circumstances:

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- (i) an unbroken period of up to one week at the time of confinement of his spouse;
- (ii) a further unbroken period of up to 51 weeks in order to be the primary care-giver of a child provided that such leave shall not extend beyond the child's first birthday. This entitlement shall be reduced by any period of maternity leave taken by the employee's spouse and shall not be taken concurrently with that maternity leave.

The employee must have had at least 12 months continuous service with that employer immediately preceding the date upon which he proceeds upon either period of leave.

(d) Certification

At the time specified in subclause (e) the employee must produce to his employer:

- (i) 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 of which the birth took place;
- (ii) in relation to any period to be taken under paragraph (c)(ii) hereof, a statutory declaration stating:
 - (1) he will take that period of paternity leave to become the primary care-giver of the child;
 - (2) particulars of any period of maternity leave sought or taken by his spouse; and
 - (3) for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

(e) Notice Requirements

- (i) The employee shall, not less than 10 weeks prior to each proposed period of leave, give g e employer notice in writing stating the dates on which he proposes to start and finish the period or periods of leave and produce the certificate and statutory declaration required in subclause (d) hereof.
- (ii) The employee shall not be in breach of this subclause as a consequence of failure to give the notice required in paragraph (i) hereof if such failure is due to:
 - (1) the birth occurring earlier than the expected date; or
 - (2) the death of the mother or the child; or
 - (3) other compelling circumstances.

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(iii) The employee shall immediately notify his employer of any change in the information provided pursuant to subclause (d) hereof.

(f) Variation of Period of Paternity Leave

(i) Provided the maximum period of paternity leave does not exceed the period to which the employee is entitled under subclause (c) hereof:

(1) the period of paternity leave provided by paragraph (c)(ii) may be lengthened once only by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be lengthened;

(2) the period may be further lengthened by agreement between the employer and the employee.

(ii) The period of paternity leave taken under paragraph (c)(ii) hereof may, with the consent of the employer, be shortened by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be shortened.

(g) Cancellation of Paternity Leave

Paternity leave, applied for under paragraph (c)(ii) hereof but not commenced, shall be cancelled when the pregnancy of the employee's spouse terminates other than by the birth of a living child.

(h) Paternity Leave and Other Leave Entitlements

(i) Provided the aggregate of any leave, including leave taken under this part, does not exceed the period to which the employee is entitled under subclause (c) hereof, an employee may, in lieu of or in conjunction with paternity leave, take any annual leave or long service leave or any part thereof to which he is entitled.

(ii) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave) shall not be available to an employee during his absence on paternity leave.

(i) Effect of Paternity Leave on Employment

Subject to this part, notwithstanding any award or other provision to the contrary, absence on paternity leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose of any relevant award or agreement.

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(j) Termination of Employment

- (i) An employee on paternity leave may terminate his employment at any time during the period of leave by notice given in accordance with this award.
- (ii) An employer shall not terminate the employment of an employee on the ground of his absence on paternity leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

(k) Return to Work after Paternity Leave

- (i) An employee shall confirm his intention of returning to work by notice in writing to the employer given not less than four weeks prior to the expiration of the period of paternity leave provided by paragraph (c)(ii) hereof.
- (ii) An employee, upon returning to work after paternity leave or the expiration of the notice required by paragraph (i) hereof, shall be entitled to the position which he held immediately before proceeding on paternity leave, or in relation to an employee who has worked part-time under this clause to the position he held immediately before commencing such part-time work.

Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, he shall be entitled to a position as nearly comparable in status and pay to that of his former position.

(l) Replacement Employees

- (i) A replacement employee is an employee specifically engaged as a result of an employee proceeding on paternity leave.
- (ii) Before an employer engages a replacement employee the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.
- (iii) Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising his rights under this part, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.
- (iv) Nothing in this part shall be construed as requiring an employer to engage a replacement employee.

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PART C - ADOPTION LEAVE

(a) Nature of Leave

Adoption leave is unpaid leave.

(b) Definitions

For the purpose of this part:

'Employee' includes a part-time employee but does not include an employee engaged upon casual or seasonal work.

'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 stepchild of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.

'Relative adoption' occurs where a child, as defined, is adopted by a grandparent, brother, sister, aunt or uncle (whether of the whole blood or half blood or by marriage).

'Primary care-giver' means a person who assumes the principal role of providing care and attention to a child.

'Spouse' includes a de facto spouse.

'Continuous service' means service under an unbroken contract of employment and includes:

- (i) any period of leave taken in accordance with this clause;
- (ii) any period of part-time employment worked in accordance with this clause, or
- (iii) any period of leave or absence authorised by the employer or by the award.

(c) Eligibility

An employee, upon production to the employer of the documentation required by subclause (d) hereof shall be entitled to one or two periods of adoption leave, the total of which shall not exceed 52 weeks, in the following circumstances:

- (i) an unbroken period of up to three weeks at the time of the placement of the child;

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- (ii) an unbroken period of up to 52 weeks from the time of the child's placement in order to be the primary care-giver of the child. This leave shall not extend beyond one year after the placement of the child and shall not be taken concurrently with adoption leave taken by the employee's spouse in relation to the same child. This entitlement of up to 52 weeks shall be reduced by:
 - (1) any period of leave taken pursuant to paragraph (i) hereof; and
 - (2) the aggregate of any periods of adoption leave taken or to be taken by the employee's spouse;

The employee must have had at least 12 months continuous service with that employer immediately preceding the date upon which he or she proceeds upon such leave in either case.

(d) Certification

Before taking adoption leave the employee must produce to the employer:

- (i)
 - (1) A statement from an adoption agency or other appropriate body of the presumed date of placement of the child with the employee for adoption purposes; or
 - (2) A statement from the appropriate government authority confirming that the employee is to have custody of the child pending application for an adoption order.
- (ii) In relation to any period to be taken under paragraph (c)(ii) hereof, 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 the employee's spouse; and
 - (3) for the period of adoption leave the employee will not engage in any conduct inconsistent with his or her contract of employment.

(e) Notice Requirements

- (i) Upon receiving notice of approval for adoption purposes, an employee shall notify the employer of such approval and within two months of such approval, shall further notify the employer of the period or periods of adoption leave the employee proposes to take. In the case of a relative adoption the employee shall notify as aforesaid upon deciding to take a child into custody pending an application for an adoption order.

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- (ii) An employee who commences employment with an employer after the date of approval for adoption purposes shall notify the employer thereof upon commencing employment and of the period or periods of adoption leave which the employee proposes to take. Provided that such employee shall not be entitled to adoption leave unless the employee has not less than 12 months continuous service with that employer immediately preceding the date upon which he or she proceeds upon such leave.
- (iii) An employee shall, as soon as the employee is aware of the presumed date of placement of a child for adoption purposes but no later than 14 days before such placement, give notice in writing to the employer of such date, and of the date of the commencement of any period of leave to be taken under paragraph (c)(i) hereof.

any leave to be taken under paragraph (c)(ii) hereof give notice in writing to the employer of the date of commencing leave and the period of leave to be taken.

- (v) An employee shall not be in breach of this part as a consequence of failure to give the stipulated period of notice in accordance with paragraphs (iii) and (iv) hereof if such failure is occasioned by the requirement of an adoption agency to accept earlier or later placement of a child, the death of the spouse or other compelling circumstances.
- (f) Variation of Period of Adoption Leave
- (i) Provided the maximum period of adoption leave does not exceed the period to which the employee is entitled under subclause (c) hereof:
 - (1) the period of leave taken under paragraph (c)(ii) hereof may be lengthened once only by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be lengthened;
 - (2) the period may be further lengthened by agreement between the employer and employee.
 - (ii) The period of adoption leave taken under paragraph (c)(ii) hereof may, with the consent of the employer, be shortened by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be shortened.
- (g) Cancellation of Adoption Leave
- (i) Adoption leave, applied for but not commenced, shall be cancelled should the placement of the child not proceed.

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- (ii) Where the placement of a child for adoption purposes with an employee then on adoption leave does not proceed or continue, the employee shall notify the employer forthwith and the employer shall nominate a time not exceeding four weeks from receipt of notification for the employee's resumption of work.

(h) Special Leave

The employer shall grant to any employee who is seeking to adopt a child, such unpaid leave not exceeding two days, as is required by the employee to attend any compulsory interviews or examinations as are necessary as part of the adoption procedure. Where paid leave is available to the employee the employer may require the employee to take such leave in lieu of special leave.

(i) Adoption Leave and Other Entitlements

- (i) Provided the aggregate of any leave, including leave taken under this part, does not exceed the period to which the employee is entitled under subclause (c) hereof, an employee may, in lieu of or in conjunction with adoption leave, take any annual leave or long service leave or any part thereof to which he or she is entitled.
- (ii) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave), shall not be available to an employee during the employee's absence on adoption leave.

(j) Effect of Adoption Leave on Employment

Subject to this part, notwithstanding any award or other provision to the contrary, absence on adoption leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose of any relevant award or agreement.

(k) Termination of Employment

- (i) An employee on adoption leave may terminate the employment at any time during the period of leave by notice given in accordance with this award.
- (ii) An employer shall not terminate the employment of an employee on the ground of the employee's application to adopt a child or absence on adoption leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

(l) Return to Work After Adoption Leave

- (i) An employee shall confirm the intention of returning to work by notice in writing to the employer given not less than four weeks prior to the expiration of the period of adoption leave provided by paragraph (c)(ii) hereof.

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- (ii) An employee, upon returning to work after adoption leave, shall be entitled to the position held immediately before proceeding on such leave or in relation to an employee who has worked part-time under this clause the position held immediately before commencing such part-time work.

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 shall be entitled to a position as nearly comparable in status and pay to that of the employee's former position.

(m) Replacement Employees

- (i) A replacement employee is an employee specifically engaged as a result of an employee proceeding on adoption leave.
- (ii) Before an employer engages a replacement employee the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.
- (iii) Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising rights under this part, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.
- (iv) Nothing in this part shall be construed as requiring an employer to engage a replacement employee.

PART D - PART-TIME WORK

(a) Definitions

For the purposes of this part:

'Male employee' means an employed male who is caring for a child born of his spouse or a child placed with the employee for adoption purposes.

'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.

'Spouse' includes a de facto spouse.

'Former position' means the position held by a female or male employee immediately before proceeding on leave or part-time employment under this part whichever first occurs or, if such position no longer exists but there are other positions available for which the employee is qualified and the duties of which he or she is capable of performing, a position as nearly comparable in status and pay to that of the position first mentioned in this definition.

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'Continuous service' means service under an unbroken contract of employment and includes:

- (i) any period of leave taken in accordance with this clause;
- (ii) any period of part-time employment worked in accordance with this clause; or
- (iii) any period of leave or absence authorised by the employer or by the award.

(b) Entitlement

With the agreement of the employer:

- (i) A male 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.
- (ii) 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.
- (iii) A female employee may work part-time in one or more periods at any time from the seventh week after the date of birth of the child until its second birthday.
- (iv) In relation to adoption a female employee may work part-time in one or more periods at any time from the date of the placement of the child until the second anniversary of that date.

(c) Return to Former Position

- (i) An employee who has had at least 12 months continuous service with an employer immediately before commencing part-time employment after the birth or placement of a child has, at the expiration of the period of such part-time employment or the first period, if there is more than one, the right to return to his or her former position.
- (ii) Nothing in paragraph (i) hereof shall prevent the employer from permitting the employee to return to his or her former position after a second or subsequent period of part-time employment.

(d) 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.

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(e) Pro Rata Entitlements

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

(f) Transitional Arrangements - Annual Leave

(i) An employee working part-time under this part shall be paid for and take any leave accrued in respect of a period of full-time employment, in such periods and manner as specified in the annual leave provisions of this award, as if the employee were working full-time in the class of work the employee was performing as a full-time employee immediately before commencing part-time work under this part.

(ii) (1) A full-time employee shall be paid for and take any annual leave accrued in respect of a period of part-time employment under this part, in such periods and manner as specified in this award, as if the employee were working part-time in the class of work the employee was performing as a part-time employee immediately before resuming full-time work.

(2) 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.

(g) Transitional Arrangements - Sick Leave

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

(h) Part-time Work Agreement

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

- (1) that the employee may work part-time;
- (2) upon the hours to be worked by the employee, the days upon which they will be worked and commencing times for the work;
- (3) upon the classification applying to the work to be performed; and
- (4) upon the period of part-time employment.

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- (ii) The terms of this agreement may be varied by consent.
- (iii) 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.
- (iv) The terms of this agreement shall apply to the part-time employment.

(i) Termination of Employment

- (i) 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.
- (ii) 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.

(j) 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 subclause (h).

(k) 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.

(l) 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:

- (i) limiting the number of employees who may work part-time;
- (ii) establishing quotas as to the ratio of part-time to full-time employees;
- (iii) prescribing a minimum or maximum number of hours a part-time employee may work; or

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- (iv) requiring consultation with, consent of or monitoring by a union;
and such provisions do not apply to part-time work under this clause.
- (m) Replacement Employees
 - (i) A replacement employee is an employee specifically engaged as a result of an employee working part-time under this part.
 - (ii) A replacement employee may be employed part-time. Subject to this subclause, subclauses (e), (f), (g), (h), (i) and (l) of this part apply to the part-time employment of replacement employees.
 - (iii) Before an employer engages a replacement employee under this subclause, the employer shall inform the person of the temporary nature of the employment and of the rights of the employee who is being replaced.
 - (iv) Unbroken service as a replacement employee shall be treated as continuous service for the purposes of paragraph (a)(v) hereof.
 - (v) Nothing in this part shall be construed as requiring an employer to engage a replacement employee.

25. PART-TIME EMPLOYEES

- (a) Part-time employees engaged to work 20 or more hours per week shall be entitled to the annual leave, holidays with pay and sick leave as prescribed in Clause 10 - Annual Leave, Clause 17 - Holidays with Pay and Clause 36 - Sick Leave of this award.

PROVIDED that payment therefor shall be made at the rate normally paid to such employee for a similar period of time worked.

The wage rates payable per hour shall be 1/38th of the relevant rate above set out.

- (b) Part-time employees engaged to work less than 20 hours per week shall be paid per hour 1/38th of the relevant rate set out, plus an additional 20 percent, such payment being in lieu of annual leave, holidays with pay and sick leave as prescribed in Clause 10 - Annual Leave, Clause 17 - Holidays with Pay and Clause 36 - Sick Leave of this award.

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26. PAYMENT OF WAGES

(a) Wages shall be paid weekly and not later than Thursday each week by one of the following methods:

- cash (in employer's time);
- cheque; or
- electronic funds transfer

PROVIDED that:

- (i) Where the method of payment is electronic funds transfer this shall be at no cost to the employee.
 - (ii) By agreement with the majority of employees at an establishment the interval of payment may be fortnightly.
- (b) On each pay day an employee shall be issued a statement setting out the amount of wages to which he/she is entitled, the amount of deductions made therefrom and the net amount being paid.

27. 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.

28. PREFERENCE OF EMPLOYMENT

(a) Preference in engagement of employees shall be given equally to persons in the following categories who are available and suitable:

- (i) members of the Tasmanian branch of the appropriate union;
- (ii) persons who are prepared to give forthwith a written undertaking to apply to join the Tasmanian branch of the appropriate union within 14 days;
- (iii) conscientious objectors.

If there is more than one person applying for employment within any or all of these categories, the employer shall have freedom to select any one or more of such persons in his or its discretion.

(b) An employer shall dismiss an employee who fails to honour a written undertaking to apply to join the Tasmanian branch of the appropriate union.

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- (c) Conscientious objectors shall pay a sum equivalent to the subscription to the Tasmanian branch of the appropriate union to a charity to be agreed upon between the person concerned and the union and in default of agreement to Consolidated Revenue. The payment shall be made at the same time and on the same conditions as apply to payment of subscriptions to the union.
- (d) This clause shall not apply in respect of engagement of employees in the following categories:
 - (i) employees sought for confidential or managerial positions;
 - (ii) owners of businesses or their spouses.

29. PROTECTIVE CLOTHING

All protective clothing and safety equipment shall be supplied free of cost by the employer and any such property shall remain the property of the employer.

No employee shall be required to perform work in protective clothing which is not adequate and suitable and which has been previously used by other persons, unless properly sterilised and/or fumigated.

The loss of such clothing due to any cause arising out of the neglect or misuse by the employee shall be a charge against the wages of the employee.

PROVIDED that no charge shall be made in respect of reasonable wear and tear.

30. REST PERIOD

Employees shall be allowed a rest period of 10 minutes duration between the start of work and the midday meal break. The rest period shall be taken at such time as may be mutually arranged between the employer and employees.

31. RIGHT OF ENTRY

Right of entry for duly accredited representatives of unions mentioned in Clause 6 - Parties and Persons Bound of this award shall be in accordance with the provisions of Section 77 of the *Industrial Relations Act 1984*.

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32. SATURDAY, SUNDAY AND HOLIDAY WORK FOR RETAIL SERVICES

Employees engaged to work in retail services (as defined) during the undermentioned periods shall be paid as follows:

- (a) Saturday between 7.00 am to 6.30 pm:

Ordinary time plus 25 percent loading for first two hours and 75 percent loading thereafter.

- (b) Sunday and Holiday Work:

Sundays: ordinary time plus 100 percent loading

Holiday work: ordinary time plus 150 percent loading

33. SATURDAY, SUNDAY AND HOLIDAY WORK (ESTABLISHMENTS NOT PROVIDING RETAIL SERVICES, (AS DEFINED)).

For all time worked on a Saturday, payment shall be made at the rate of one and one half times the ordinary rate for the first two hours and double time thereafter.

For all time of work performed on a Sunday, payment shall be made at the rate of double time.

For all time of work performed on a holiday mentioned in Clause 17 - Holidays with Pay, payment shall be made at the rate of double time and one half.

34. SAVINGS

Subject to the provisions of Clause 8 - Wage Rates, subclauses 1 and 2 of this award, where an employer, at the time of the making of this award, is paying wage rates in excess of those herein prescribed to an employee, the wage rate so paid in excess shall not be reduced as a result of this award.

PROVIDED that this clause will only apply to wage rates and not general conditions of employment.

35. SHOP STEWARDS

- (a) An employee appointed shop steward in the shop or department in which he is employed shall upon notification thereof to his/her employer, be recognised as the accredited representative of the union to which he/she belongs. An accredited shop steward shall be allowed the necessary time during working hours to interview the employer or the employers representative on matters affecting employees whom he/she represents.

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- (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 he/she belongs on legitimate union business.

36. SICK LEAVE

- (a) An employee other than one engaged as a casual employee (as defined) or a part-time employee engaged to work for less than 20 hours per week, who is absent from work on account of personal illness or on account of injury by accident shall be entitled to leave of absence without deduction of pay, subject to the following conditions and limitations:
 - (i) the employee shall not be entitled to such leave of absence for any period in respect of which he/she is entitled to workers' compensation;
 - (ii) the employee shall, as soon as possible and where practicable within one hour of the commencement of the employee's normal working day, inform the employer of his/her inability to attend for work, and as far as practicable, state the nature of the illness or injury and the estimated duration of the absence.
 - (iii) the employee shall prove to the satisfaction of the employer that he/she was unable on account of such illness or injury to attend for work on the day or days for which the sick leave is claimed;
 - (iv) the employee shall not be entitled in any year to sick leave credit in excess of 76 hours of ordinary working time.

PROVIDED that during the first three months of employment, sick leave shall accrue on the basis of 6.33 hours for each completed calendar month of service with the employer.

- (b) Sick leave shall accumulate from year to year so that any balance of the period specified in subclause (a) (iv) of this clause which has in any year not been allowed to an employee by an employer as paid sick 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 sick leave prescribed in respect of that year;
- (c) An employer shall not be required to make any payment in respect of accumulated sick leave credits to an employee who is discharged or leaves his/her employment, or for any time an employee is absent from work without producing satisfactory evidence of personal illness.

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37. TEA MONEY

- (a) An employee required to work overtime for more than one and a half hours shall either be supplied with an adequate meal by the employer or be paid \$12.70 meal money.
- (b) The payment prescribed in subclause (a) shall be made on the day on which overtime is worked or, on the next pay day.

38. TIME AND WAGES BOOK

- (a) Each employer shall keep a record from which can be readily ascertained the name of each employee and his/her occupation, the hours worked each day and the wages and allowances paid each week.
- (b) Any time occupied by an employee in filling in any time record or card or in the making of records shall be treated as time of duty but this does not apply to checking in or out when entering or leaving the employer's premises.
- (c) The time and wages record shall be open for inspection to duly accredited union officials during usual office hours at the employer's office or other convenient place.

PROVIDED that inspection shall not be demanded unless the Secretary of a union or the District Secretary or Organiser of any division suspects that a breach of this award has been committed.

PROVIDED FURTHER that not more than one demand for such inspection shall be made in any week at the same establishment.

- (d) The official making such inspection shall be entitled to take a copy of entries in a time and wages record relating to the suspected breach of this award.

39. TOOL ALLOWANCE

All employees engaged in classifications that are proclaimed as trades under the *Vocational Education and Training Act 1994* shall either be supplied with all tools by the employer or be paid a tool allowance of not less than \$8.30 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.

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40. TRAINING

- (a) The parties to this award recognise that in order to increase the efficiency, productivity and international competitiveness of industry, a greater commitment to training and skill development is required. Accordingly, the parties commit themselves to:
 - (i) developing a more highly skilled and flexible workforce;
 - (ii) providing employees with career opportunities through appropriate training to acquire additional skills; and
 - (iii) removing barriers to the utilisation of skills acquired.
- (b) Following proper consultation in accordance with the clause relating to enterprise agreements, or through the establishment of a training committee, an employer shall develop a training programme consistent with:
 - (i) the current and future skill needs of the enterprise;
 - (ii) the size, structure and nature of the operations of the enterprise;
 - (iii) the need to develop specific vocational skills relevant to the enterprise and/or broad based knowledge of the optical industry through courses conducted by accredited educational institutions and providers.
- (c) Where it is agreed a training committee be established, that training committee should be constituted by equal numbers of employer and employee representatives and have a charter which clearly states its role and responsibilities, for example:
 - (i) the formulation of a training programme and availability of training courses and career opportunities to employees;
 - (ii) dissemination of information on the training programmes and availability of training courses and career opportunities to employees;
 - (iii) the recommendation of individual employees for training and reclassification;
 - (iv) monitoring and advising management and employees on the ongoing effectiveness of the training.
- (d) (i) Where as a result of consultation in accordance with subclause (b) or through a training committee and with the employee concerned, it is agreed that additional training in accordance with the programme developed pursuant to subclause (b) should be undertaken by an employee, that training may be undertaken either on or off the job.

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PROVIDED that if the training is undertaken during ordinary working hours the employee concerned shall not suffer any loss of pay. The employer shall not unreasonably withhold such paid training leave.

- (ii) Any costs associated with standard fees for prescribed courses and prescribed textbooks (excluding those textbooks which are available in the employer's technical library) incurred in connection with the undertaking of training shall be reimbursed by the employer upon production of evidence of such expenditure.

PROVIDED that reimbursement shall also be on an annual basis subject to the presentation of reports of satisfactory progress and attendance.

- (iii) Travel costs incurred by an employee undertaking training in accordance with this clause which exceed those normally incurred in travelling to and from work shall be reimbursed by the employer.

P C Shelley
DEPUTY PRESIDENT

4 August 2004