

TASMANIAN INDUSTRIAL COMMISSION

Industrial Relations Act 1984
s.23 application for award or variation of award

The Australian Workers' Union, Tasmania Branch
(T5939 of 1995)

FERRO ALLOYS AWARD

COMMISSIONER R J WATLING

HOBART, 12 December 1995

Award variation - title - scope - parties and persons bound - insert The Australian Workers' Union, Tasmania Branch - consent matter - consent matters - application granted - award varied - operative fpp 12 December 1995

ORDER BY CONSENT -

**No. 4 of 1995
(Consolidated)**

NEW CLAUSES ARE SUBSTITUTED FOR CLAUSES 1, 2 AND 6 OF THIS AWARD AND THE AWARD IS CONSOLIDATED:

CLAUSE 1 - TITLE

This award shall be known as the "TEMCO Enterprise Award".

CLAUSE 2 - SCOPE

This award is established in respect of the business of producing electrically smelted alloys and manganese products by the Tasmanian Electro Metallurgical Company Pty Ltd at its plant at Bell Bay, Tasmania.

CLAUSE 3 - ARRANGEMENT

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CLAUSE 4 - DATE OF OPERATION

This Award shall come into operation from the beginning of the first full pay period to commence on or after 12 December 1995.

CLAUSE 5 - SUPERSESION AND SAVINGS

This Award incorporates and supersedes No 2 of 1992 (Consolidated), No. 1 of 1993, No. 2 of 1993, No. 1 of 1994, No.1 of 1995, No. 2 of 1995 and No. 3 of 1995.

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

CLAUSE 6 - PARTIES AND PERSONS BOUND

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

- (i) the Tasmanian Electro Metallurgical Company Pty Ltd (hereinafter called TEMCO); and
- (ii) all employees of TEMCO engaged in the classification and grades set out in this award;
- (iii) the following organisations of employees in respect of whom award interest has been determined:
 - (A) the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union;
 - (B) The Australian Workers' Union, Tasmania Branch;
 - (C) the Construction Forestry Mining and Energy Union, Tasmanian Branch;
 - (D) the Electrical, Electronic, Plumbing and Allied Workers Union of Australia;

(E) the Transport Workers' Union of Australia, Tasmanian Branch.

The Tasmanian Chamber of Commerce and Industry Limited and the Australian Mines and Metals Association (Incorporated) are listed as parties in respect of whom award interest has been determined.

CLAUSE 7 - DEFINITIONS

The definitions provided by this award are contained within the clauses dealing with the relevant subject matter.

CLAUSE 8 - CLASSIFICATIONS AND PAYMENTS

CLAUSE 8.1 CAREER STRUCTURE

8.1.1 Principles

The following principles underpin the TEMCO Career Structure:

- (i) all TEMCO employees shall share the same classification of TEMCO employee, albeit on different grades to reflect their varying skill, competence and training; and
- (ii) all TEMCO employees shall be offered the opportunity to undertake varying work and aspire to higher and broader skill levels, consistent with their potential and the ceiling of their Career Path Model; and
- (iii) all TEMCO employees shall be broadly skilled and highly flexible, whilst maintaining and developing areas of skill specialisation; and
- (iv) modules in the Career Path Models are arranged in categories:
 - Core Skills i.e. skills specific to an area, department or trade;
 - Enabling Skill i.e. skills that enable the application of Core Skills;
 - Personal Development Skills; and
- (v) the value of skills within Career Path Models are recognised by points. Each training module has an assigned point value; and
- (vi) points can be obtained in four possible ways:
 - by satisfactory completion of a training module conducted by an external training provider;

- by satisfactory completion of a training module conducted by an internal training provider, and demonstration on the job of the competence required;
 - by satisfactory completion of a competency test and demonstration on the job of the competence required;
 - by presentation of skills accreditation obtained elsewhere, and demonstration on the job of the competence required; and
- (vii) TEMCO will allocate work so as to ensure that skills are applied on a regular basis, and on the job competence maintained, and
- (viii) training will be provided to TEMCO employees in accordance with:
- the needs of the work area(s); and
 - the ability to provide release for training; and
 - the availability of the appropriate courses; and
 - the interest and ability of TEMCO employees.
- Training opportunities will be identified by the Supervisor in consultation with the TEMCO employee; and
- (ix) TEMCO employees will participate in other training as required, such as safety training and equipment supplier training, in addition to that provided by Career Path Models. Such training shall not attract any point value and will be conducted in standard hours at reasonable times; and
- (x) additional modules may be added to Career Path Models and, by agreement, the ceilings on progression through the structure provided by Clause 8.2.1 of this award may be raised.

8.1.2 Career Structure Format

The career structure has an entry grade which is the entry level for an adult TEMCO employee without appropriate and required trade qualifications, nominated as a TEMCO non trade employee in this subclause.

There are then nine subsequent grades.

Grade 3 is the entry level for a TEMCO employee with appropriate and required trade qualifications, nominated as a TEMCO trade employee in this subclause.

Each classification grade follows, with the requirements indicated:

8.1.2.1 Career Structure - TEMCO Employee Entry Grade

This Grade is the entry point for a TEMCO non trade employee.

Employees at this grade will undertake Induction Training for which there are no Training Points provided.

Following completion of Induction Training, employees at this Grade shall undertake relevant training from their Career Path Model in accordance with the needs of TEMCO's business. They will be credited with the points from the model when they can demonstrate competence in the skills required.

8.1.2.2 Career Structure - TEMCO Employee Grade 1

To qualify at Grade 1 a TEMCO non trade employee will have been credited with at least twenty (20) points from the applicable Career Path Model, at least fifteen (15) of which must be in Core Skills.

8.1.2.3 Career Structure - TEMCO Employee Grade 2

To qualify at Grade 2 a TEMCO non trade employee will have been credited with at least thirty five (35) points from the applicable Career Path Model, at least thirty (30) of which must be in Core Skills.

8.1.2.4 Career Structure - TEMCO Employee Grade 3

(i) Non Trade

To qualify at Grade 3 a TEMCO non trade employee will have been credited with at least sixty (60) points from the applicable Career Path Model, at least forty five (45) of which must be in Core Skills.

This Grade is the ceiling for TEMCO non trade employees in Maintenance.

(ii) Trade

This Grade is the entry point for a TEMCO trade employee. Employees at this Grade will undertake Induction Training for which there are no Training Points provided. Following completion of Induction Training, employees at this Grade shall undertake relevant training from their Career Path Model in accordance with the needs of TEMCO's business. They will be credited with the points from the model when they can demonstrate competence in the skills required.

8.1.2.5 Career Structure - TEMCO Employee Grade 4

(i) Non Trade

To qualify at Grade 4 a TEMCO non trade employee will have been credited with at least seventy (70) points from the applicable Career Path Model, at least sixty (60) of which must be in Core Skills.

(ii) Trade

To qualify at Grade 4 a TEMCO trade employee will have been credited with at least seventy (70) points from the applicable Career Path Model, all of which must be in Core Skills.

8.1.2.6 Career Structure - TEMCO Employee Grade 5

(i) Non Trade

To qualify at Grade 5 a TEMCO non trade employee will have been credited with at least ninety (90) points from the applicable Career Path Model, at least seventy five (75) of which must be in Core Skills.

This Grade is the ceiling for TEMCO non trade employees in other than Maintenance.

(ii) Trade

To qualify at Grade 5 a TEMCO trade employee will have been credited with at least ninety (90) points from the applicable Career Path Model, at least seventy five (75) of which must be in Core Skills.

8.1.2.7 Career Structure - TEMCO Employee Grade 6

To qualify at Grade 6 a TEMCO trade employee will have been credited with at least one hundred and thirty (130) points from the applicable Career Path Model, at least one hundred and twenty (120) of which must be in Core Skills.

8.1.2.8 Career Structure - TEMCO Employee Grade 7

To qualify at Grade 7 a TEMCO trade employee will have been credited with at least two hundred and ten (210) points from the applicable Career Path Model, at least one hundred and ninety (190) of which must be in Core Skills.

8.1.2.9 Career Structure - TEMCO Employee Grade 8

To qualify at Grade 8 a TEMCO trade employee will have been credited with at least two hundred and ninety (290) points from the applicable Career Path Model, at least two hundred and sixty (260) of which must be in Core Skills.

8.1.2.10 Career Structure - TEMCO Employee Grade 9

To qualify at Grade 9 a TEMCO trade employee will have been credited with at least four hundred and five (405) points from the applicable Career Path Model, at least three hundred and seventy (370) of which must be in Core Skills.

This Grade is the ceiling for TEMCO trade employees.

8.1.3 Assignment of Classification Gradings

All TEMCO employees will be given a grade in the TEMCO Career Structure based upon the skills held and competence able to be demonstrated at the date the grade is given.

CLAUSE 8.2 CLASSIFICATION GRADINGS AND SALARIES

The following classification grades and salaries shall apply to TEMCO employees:

8.2.1 Adult TEMCO Employees (excluding Adult Apprentice TEMCO Employees)

Classification	All Inclusive Total Salary (Per annum)	Shift Work Payment (per annum) (where applicable)	
		7 day continuous	7 day day shift
TEMCO Employee			
Entry	\$23,200	\$10,000	\$ 8,700
Grade 1	\$28,500	\$10,600	\$ 9,300
Grade 2	\$29,800	\$11,200	\$ 9,900
Grade 3	\$31,100	\$11,800	\$10,500
Grade 4	\$32,400	\$12,300	\$11,000
Grade 5	\$33,700	\$12,900	\$11,600
Grade 6	\$35,000	\$13,500	\$12,200
Grade 7	\$36,500	\$14,200	\$12,900
Grade 8	\$38,100	\$14,900	\$13,600
Grade 9	\$39,600	\$15,600	\$14,300

8.2.2 Adult Apprentice TEMCO Employees

Classification	All Inclusive Total Salary (Per annum)	Shift Work Payment (per annum) (where applicable)	
		7 day continuous	7 day day shift
Adult Apprentice TEMCO Employee			
1st Year of Apprenticeship (A)	\$28,600	NOT APPLICABLE	
2nd Year of Apprenticeship (B)	\$29,200	NOT APPLICABLE	
3rd year of Apprenticeship (C)	\$29,900	\$11,300	\$10,100
4th Year of Apprenticeship (D)	\$30,500	\$11,600	\$10,300

- (A) 92% of Grade 3 Salary
- (B) 94% of Grade 3 Salary
- (C) 96% of Grade 3 Salary and Shift Work Payments
- (D) 98% of Grade 3 Salary and Shift Work Payments

8.2.3 Youth Apprentice TEMCO Employees (up to 21 years of age at commencement with TEMCO)

Classification	All Inclusive Total Salary (Per annum)	Shift Work Payment (per annum) (where applicable)	
		7 day continuous	7 day day shift
Youth Apprentice TEMCO Employee			
1st Year of Apprenticeship (a)	\$10,900	NOT APPLICABLE	
2nd Year of Apprenticeship (b)	\$15,600	NOT APPLICABLE	

3rd Year of Apprenticeship (c)	\$20,200	\$ 7,700	\$ 6,800
4th Year of Apprenticeship (d)	\$24,900	\$ 9,400	\$ 8,400

- (a) 35% of Grade 3 Salary
- (b) 50% of Grade 3 Salary
- (c) 65% of Grade 3 Salary and Shift Work Payments
- (d) 80% of Grade 3 Salary and Shift Work Payments

8.2.4 Junior TEMCO Employees (16 years of age at commencement with TEMCO)

Classification	All Inclusive Total Salary (Per annum)	Shift Work Payment (per annum) (where applicable)	
Junior TEMCO Employee		7 day continuous	7 day day shift
1st Year of Employment (i)	\$ 8,100	NOT APPLICABLE	
2nd Year of Employment (ii)	\$11,600	\$ 5,000	\$ 4,400
Employment as an Adult (iii)	\$23,200	\$10,000	\$ 8,700

- (i) 35% of Entry Grade Salary
- (ii) 50% of Entry Grade Salary and Shift Work Payments
- (iii) 100% of Entry Grade Salary and Shift Work Payments

8.2.5 Part Time TEMCO Employees

The salary and, if applicable, shift work payment to be paid to a part time TEMCO employee shall be determined as follows:

- (i) Salary

$$\frac{P \times S}{80}$$

Where P = Part Time TEMCO Employee's Standard Fortnightly Hours

S = Total Salary for the applicable grade of TEMCO Employee on Full Time Work.

- (ii) Shift Work Payments (if applicable)

$$\frac{H \times T}{84}$$

Where H = Part Time TEMCO Employee's Standard Fortnightly Hours

T = Total applicable Shift Work payment of TEMCO Employee on full time work in the same grade.

8.2.6. Rounding of Salaries and Shift Work Payments

Salaries and shift work payments, when expressed as annual sums, shall each be rounded to the nearest \$100.00 with \$50.00 being rounded upwards and, when expressed as fortnightly sums, shall each be rounded to the nearest \$1.00 with 50 cents being rounded upwards.

8.2.7 Travel Expenses

TEMCO employees who use their personal vehicle to travel to and from work in the manner provided by Clause 10.5.3 of this award will be entitled, upon making application, to reimbursement of their travel expenses in accordance with the following:

<u>Travel from and return</u>	<u>Reimbursement per Return Trip</u>
George Town (including Low Head)	\$ 5.00
East Tamar (excluding George Town and Low Head)	\$15.00
West Tamar	\$20.00
Launceston and beyond	\$25.00

8.2.8 Allowances, Special Rates and Payments

The salaries and shift work payments prescribed by Clause 8.2 of this Award include full consideration for all types of payment, including but expressly not limited to:

- (i) all payments for working hours additional or alternative to standard hours; and
- (ii) all work performed at night, and on Saturdays, Sundays and Public Holidays; and
- (iii) all shift allowances; and
- (iv) all premiums and penalty rates; and
- (v) all disability and special rate payments; and
- (vi) all expenses related allowances (other than as provided by Clause 8.2.7 of this award); and
- (vii) all allowances and payments associated directly or indirectly with travelling (other than as provided by Clause 8.2.7 of this Award); and
- (viii) all allowances for holding licences, certificates and other qualifications; and
- (ix) all training related payments; and
- (x) all bonus payments, and
- (xi) all leading hand, Supervisory and associated allowances; and
- (xii) all meal allowances; and

- (xiii) all allowances associated with the use of financial institutions for payment of moneys; and
- (xiv) all clothing and laundry/dry cleaning related allowances; and
- (xv) all allowances and payments in relation to the connection and operation of a home telephone system;
- (xvi) all allowances and payments in relation to the connection and operation of a home telephone system; and
- (xvii) annual leave loading; and
- (xviii) mixed functions payments; and
- (xix) all payments for or in connection with recall to work.

CLAUSE 8.3 REVIEW OF AWARD

The parties acknowledge that this award is clearly based upon a single all embracing salary, supplemented only by a payment for those TEMCO employees working shift work. As such, no consideration shall be given to the creation of any new forms of payment or allowance in conducting any review of this award.

CLAUSE 8.4 MAXIMUM PAYMENT

Payment provided or prescribed by this award shall not be subject to any premium or penalty addition to any of the salaries or shift work payments prescribed by Clause Eight (8) of this award.

CLAUSE 8.5 REGRADING

A TEMCO employee may be regraded by TEMCO giving one fortnight's notice, or by agreement. In the case of a reduction in grade, matters to be taken into consideration include and are not limited to:

- (i) failure or refusal to demonstrate competence within the TEMCO employee's assigned grade; and
- (ii) inability to cope with the shift working arrangements.

CLAUSE 8.6 PAYMENT OF SALARIES

8.6.1 Payment Intervals

All salaries and shift work payments shall be paid fortnightly.

8.6.2 Fortnightly Pay Period

The fortnightly pay periods shall commence at 7.00 a.m. on Monday 17th August, 1992, that being the date of commencement of operation of this award, and conclude at 7.00 a.m. on the Monday fourteen days later, and each fourteen days beyond that Monday.

8.6.3 Direct Deposit of Payments

All moneys payable to TEMCO employees shall be deposited direct to each TEMCO employee's nominated account(s) with participating financial institutions. Fortnightly salaries shall be deposited no later than the Thursday following the close of a fortnightly pay period, except in circumstances where it is not reasonably practicable for TEMCO to comply with this requirement on account of causes for which it cannot be held responsible. In such circumstances, TEMCO shall pay salaries as soon as reasonably practicable.

CLAUSE 9 - EMPLOYMENT ARRANGEMENTS

CLAUSE 9.1 RECOGNITION AND RIGHTS

9.1.1 Mission

The subject matter of this award reflects the ongoing commitment of the parties to make TEMCO internationally competitive and to continue as the preferred supplier of electrically smelted alloys and manganese products to strategic markets, as measured by unit cost per tonne delivered.

9.1.2 Recognition of Rights

- (i) TEMCO recognises the rights of its employees to belong to a union and their union to represent its members; and
- (ii) the Unions recognise and accept the right of TEMCO to plan, organise, manage and decide upon the operation of TEMCO; and
- (iii) TEMCO and the Unions recognise their joint responsibility to ensure that this award is effective.

CLAUSE 9.2 ENTERPRISE EFFICIENCY

Any of the parties may raise with another party or other parties any measure designed to increase efficiency within TEMCO.

Where a change in arrangement is involved, and the majority of the TEMCO employees directly affected agree:

- (i) the change shall be implemented as soon as practicable; and
- (ii) in the event that an alteration to this award is required, an application shall be made to the Tasmanian Industrial Commission.

The applicable union(s) will be involved in discussion about any change to be implemented, and shall not unreasonably oppose any agreement reached.

This process shall not affect the rights of any of the parties to seek arbitration of proposed award changes which are not the subject of agreement.

CLAUSE 9.3 PROCEDURE FOR RESOLVING CLAIMS AND DISPUTES

Every endeavour will be made to resolve matters which may arise on the job by consultation between TEMCO, its employees and their representatives.

Claims or disputes shall be dealt with in accordance with the following:

- (i) in the event of a claim or dispute arising at work, a TEMCO employee should, without fear or recrimination, first raise it with his or her direct Supervisor; and
- (ii) if the matter remains unresolved, the Supervisor and the TEMCO employee (and at the employee's request, the site union representative) shall discuss it with the responsible Department Manager or the Department Manager's nominated representative; and
- (iii) if unresolved at this point the TEMCO employee and, if required, the site union representative shall consult with TEMCO's nominated representative(s); and
- (iv) if the matter remains unresolved, the union representative may inform the local or state branch of the union of the nature of the issue in dispute, and discussions shall then take place between TEMCO's nominated representative(s), the local or state union official(s) and/or on-site representatives, the Supervisor and TEMCO employee; and
- (v) if agreement has not been reached the matter may then be referred to the Tasmanian Industrial Commission; and
- (vi) consistent with:
 - (A) the intention of the parties that claims or disputes not give rise to industrial action; and

(B) the critical nature of TEMCO's continuous production process,

work shall continue normally while the procedure in this clause is being followed, and all parties will be responsible for ensuring that continuation.

The fact that work has continued normally shall not:

(C) affect in any way the final terms of settlement of the issue; or

(D) prejudice the rights of any person involved in or affected by the issue.

CLAUSE 9.4 CONTRACT OF EMPLOYMENT

9.4.1 Employment Obligations

To affect an efficient, smooth operation each TEMCO employee has employment obligations both to TEMCO and fellow employees. It is a term and condition of employment, and of the rights applying under this award, that a TEMCO employee shall:

- (i) as required by TEMCO, carry out such duties as are within the limits of the employee's skill, competence and training; and
- (ii) work reasonable additional hours, if required, in accordance with the provisions of this award.

9.4.2 Fortnightly Employment

Employment shall be by the fortnight other than in the case of short term TEMCO employees who may be employed on a daily basis.

9.4.3 Short Term Employment

- (i) short term TEMCO employees may be engaged on a fortnightly basis for periods of up to twelve (12) months; and
- (ii) short term TEMCO employees may be engaged on a daily basis for periods of up to one (1) week.

9.4.4 Trial Period

Newly engaged TEMCO employees will be subject to a three month trial period in order for TEMCO to assess their suitability.

9.4.5 **Termination**

Employment shall be terminated by a fortnight's notice (or a day's notice in the case of daily employed short term TEMCO employees) given by the TEMCO employee or by TEMCO at any time during the fortnight, or by the forfeiture of payment of one fortnight's salary (or one day's salary in the case of daily employed short term TEMCO employees), as the case may be.

Where a TEMCO employee has given notice or been given notice, employment will continue until the notice expires. If the TEMCO employee fails to attend as required during the notice period, without reasonable cause, the employment shall be deemed to have been abandoned. This shall not affect the right of TEMCO to waive part or all of the notice period.

TEMCO shall have the right to summarily dismiss any TEMCO employee without notice for misconduct, and in such cases salary shall be payable up to the time of dismissals only. Employees will not be treated harshly or unjustly.

A TEMCO employee who is absent from work for a continuous period exceeding three working days without having notified TEMCO and obtained the consent of TEMCO, shall be deemed to have abandoned employment.

A TEMCO employee who is deemed to have abandoned employment will forfeit one fortnight's salary or one day's salary, according to their contract period.

9.4.6 **Suspension**

Where TEMCO and the appropriate union(s) agree, TEMCO may stand down an employee for any day or part thereof on account of misconduct. Payment shall be deducted for any time on employee is stood down.

9.4.7 **Non-Attendance at Work**

A TEMCO employee shall lose pay for the actual time of non-attendance at work, except where there is an entitlement to paid leave.

9.4.8 **Telephone Accessibility**

Each new TEMCO employee shall supply to TEMCO a telephone number on which the TEMCO employee may be readily contacted in order to meet the reasonable working requirements of TEMCO.

9.4.9 **Training Requirements**

Each new TEMCO employee shall participate in relevant training programmes.

CLAUSE 9.5 CONTRACTORS

TEMCO shall use Contractors, as required, in order to operate on a least cost and maximum productivity basis.

TEMCO shall advise the appropriate site union representatives prior to contractors being used on site, except in very urgent or emergency circumstances.

CLAUSE 10 - HOURS OF WORK

CLAUSE 10.1 HOURS OF WORK - DAY WORK

10.1.1 Standard Working Hours

- (i) standard rostered hours of day workers shall average eighty (80) per fortnight in any twelve month period; and
- (ii) unless by agreement, the standard hours of day workers shall:
 - (a) not exceed twelve (12) per day (excluding any unpaid meal break);
 - (b) not exceed sixty (60) on any seven (7) consecutive days;
 - (c) not exceed ninety six (96) per fortnight; and
- (iii) standard hours for day workers will normally be worked between the hours of 6.00 a.m. and 7.00 p.m. Monday to Friday inclusive; and
- (iv) for absentee relief, emergency, urgent or compelling circumstances, TEMCO may vary the standard hours of day workers and require them to work standard hours outside of the span of hours prescribed by paragraph (iii) of this subclause, including on Saturdays, Sundays and/or Public Holidays; and
- (v) TEMCO will not unreasonably require day workers to work outside the span prescribed by paragraph (iii) of this subclause, and day workers shall not unreasonably refuse to work in accordance with such a requirement. Where practicable, TEMCO will give day workers at least twenty four (24) hours notice of a requirement to work outside the span of hours.

10.1.2 Additional Working Hours

- (i) day workers may be required to work up to ninety six (96) hours in addition to standard hours in any year ending 31st May, in accordance with the following table:

Month	Limit on use of outstanding Additional Hours for the year
1st of June	96
30th of June	92
31st of July	88
31st of August	84
30th of September	80
31st of October	72
30th of November	64
31st of December	56
31st of January	48
28/29th of February	40
31st of March	32
30th of April	16
31st of May	0

- (ii) additional hours shall be all hours worked outside standard hours during any day (excluding call outs, without advance notice, of not greater than four hours duration); and
- (iii) such additional hours may be required by TEMCO at any time for absentee relief, emergency, urgent, or compelling reasons; and
- (iv) unless by agreement, day workers will not be required to work greater than twenty four (24) additional hours per fortnight; and
- (v) TEMCO will not unreasonably require day workers to work additional hours or answer call-outs, and day workers shall not unreasonably refuse to work in accordance with such a requirement; and
- (vi) the requirement to work additional hours has specifically been taken into account in determining payments under this award.

10.1.3 Meal Breaks

Day workers shall be allowed a thirty minute unpaid meal break each day. Where on any day, employees are required to work at least five standard hours outside the span prescribed by Clause 10.1.1(iii) of this award, they shall be allowed a twenty minute paid meal break in lieu.

Where hours of work exceed ten (10) on any day, there shall be allowed, in addition, a twenty minute paid meal break.

Meal breaks shall be taken at a reasonable time to suit the needs of the work group on that day and at such times as will not interfere with the continuity of work where continuity is necessary.

CLAUSE 10.2 PART-TIME WORK

10.2.1 **Standard Working Hours**

- (i) standard rostered hours of part time employees shall not exceed sixty four (64) per fortnight; and
- (ii) standard hours for part time employees will be worked at such times as suit the needs of TEMCO's business, normally on any of the days between Monday and Friday inclusive; and
- (iii) standard hours for part time employees may be varied on any day, without notice, where this is required for absentee relief, emergency, urgent or compelling reasons; and
- (iv) in order to meet the needs of TEMCO's business, standard hours for part time employees may be required to be worked on Saturdays, Sundays and Public Holidays; and
- (v) to meet the circumstances of the work in hand, standard hours for part time employees will not normally be less than two (2) or more than twelve (12) per day (excluding any unpaid meal break); and
- (vi) unless by agreement, full time employees will not be required to become part time employees.

10.2.2 Additional Working Hours

- (i) part time employees may be required to work up to ninety six (96) hours in addition to standard hours in any year ending 31st May, in accordance with the following table:

Month	Limit on use of outstanding Additional Hours for the year
1st of June	96
30th of June	92
31st of July	88
31st of August	84
30th of September	80
31st of October	72
30th of November	64
31st of December	56
31st of January	48
28/29th of February	40
31st of March	32
30th of April	16
31st of May	0

- (ii) additional hours shall be any hours worked beyond the standard rostered hours per fortnight; and
- (iii) such additional hours may be required by TEMCO at any time for absentee relief, emergency, urgent, or compelling reasons; and
- (iv) unless by agreement, part time employees will not be required to work greater than twenty four (24) additional hours per fortnight; and
- (v) TEMCO will not unreasonably require part time employees to work additional hours and part time employees shall not unreasonably refuse to work in accordance with such a requirement; and
- (vi) the requirement to work additional hours has specifically been taken into account in determining payments under this award.

10.2.3 **Meal Breaks**

Part time employees, where working in excess of four (4) consecutive standard hours on any day, shall be allowed a thirty minute unpaid break during standard hours. Where they work more than ten (10) standard hours on any day they shall be allowed an additional twenty minute paid meal break.

Meal breaks shall be taken at a reasonable time to suit the needs of the work group on that day, and at such times as will not interfere with the continuity of work where continuity is necessary.

CLAUSE 10.3 SHORT TERM WORK

Short term work shall be organised in accordance with the provisions set down by this award for day work, part time work or shift work, as required.

CLAUSE 10.4 HOURS OF WORK - SHIFT WORK

10.4.1 **Standard Working Hours**

- (i) standard rostered hours of shift workers shall average eighty four (84) per fortnight in any twelve month period and may be worked on any days of the week including Saturdays, Sundays and Public Holidays in accordance with their roster and to suit the needs of TEMCO's business; and
- (ii) standard hours for shift workers may be varied on any day where this is required for absentee relief, emergency, urgent or compelling reasons; and
- (iii) standard hours of shift workers will not normally exceed twelve per day (including the paid meal breaks); and
- (iv) TEMCO will not unreasonably require shift workers to work shifts for which they have not been previously rostered and shift workers shall not unreasonably refuse to work in accordance with such a requirement. Where practicable, TEMCO will give a shift worker at least twenty four (24) hours notice of a requirement to work such shifts.

10.4.2 **Additional Working Hours**

- (i) shift workers may be required to work up to seventy two (72) hours in addition to standard hours in any year ending 31st May, in accordance with the following table:

Month	Limit on use of outstanding Additional Hours for the year
1st of June	72
30th of June	70
31st of July	68
31st of August	66
30th of September	64
31st of October	62
30th of November	60
31st of December	54
31st of January	48
28/29th of February	42
31st of March	36
30th of April	24
31st of May	0

- (ii) additional hours shall be:
 - (a) any hours worked on days for which standard hours are not rostered in accordance with either clauses 10.4.1(i) or 10.4.1(ii) of this award; and
 - (b) any hours worked in excess of twelve (12) on a day for which standard hours are rostered in accordance with either clauses 10.4.1(i) or 10.4.1(ii) of this award; and
- (iii) such additional hours may be required by TEMCO at any time for absentee relief, emergency, urgent or compelling reasons; and
- (iv) unless by agreement, shift workers will not be required to work greater than twenty four (24) additional hours per fortnight; and
- (v) TEMCO will not unreasonably require shift workers to work additional hours and shift workers shall not unreasonably refuse to work in accordance with such a requirement; and
- (vi) the requirement to work additional hours has specifically been taken into account in determining payments under this award.

10.4.3 **Meal Breaks**

Shift workers shall be allowed a twenty minute paid meal break for each five hours worked each shift, taken at a reasonable time as will not interfere with the continuity of work where continuity is necessary, provided that hours of work must exceed ten (10) in a day in order to qualify for a second meal break.

10.4.4 **Swapping of Shifts**

10.4.4.1 With Another Employee:

Where two suitably competent shift workers agree, and their Supervisor(s) have also agreed, the two employees concerned may swap a shift.

There shall be no change to the payment of either employee.

10.4.4.2 In Isolation from Another Employee:

Non-continuous shift workers may, with the prior consent of their Supervisor, work a rostered shift, or part thereof, at an alternate time in situations which cause no detriment to TEMCO's business.

There shall be no change to the payment of the employee.

10.4.5 **Giving Away of Shifts**

A shift workers may give away a shift(s) to another suitably competent shift worker, provided the appropriate Supervisor(s) have agreed.

There shall be no change to the payment of either employee, and there shall be no cost to TEMCO or detriment to TEMCO's business.

CLAUSE 10.5 HOURS OF WORK - GENERAL

10.5.1 **Provision of Meals during Additional or Varied Hours**

Employees who are required to work varied hours in accordance with this award shall be entitled to provision of a suitable meal in the following circumstances:

- (i) where the employees did not have at least twelve hours notice of the requirement, prior to leaving home that day for work; and
- (ii) the varied hours involve at least two hours beyond the time of finishing work which was expected at the start of the day.

Employees required to work additional hours in accordance with this award shall be entitled to provision of a suitable meal.

Employees with an entitlement to a meal under this subclause shall be entitled to a further meal if the hours extend beyond four hours.

10.5.2 **Provision of Transport**

Where employees:

- (i) leave home for work on any day without having been advised of the requirement to work additional or varied hours; and
 - (ii) then finish work at a time when reasonable means of transport are not available,
- TEMCO shall bear the cost of providing the employees with transport home.

10.5.3 **Reimbursement of Travel Expenses**

Where employees use their personal vehicle to travel to and from work for the purpose of:

- (i) a call out; or
- (ii) additional hours

in circumstances where the employees would not have otherwise been required to travel to work, TEMCO shall reimburse travel expenses in accordance with Clause 8.2.7 of this award.

10.5.4 **Rest Periods**

Employees will not normally be required to work in circumstances where they have not had at least ten consecutive hours off duty between the work of successive days. In the event that they are required to work in such circumstances, they will, as soon as is reasonable and practicable, be released from work and not be required back at work for at least ten hours.

Employees shall advise TEMCO if the working of additional or varied hours, as requested, will result in them not having a ten hour break.

Any standard hours for which employees are released from work for a rest period shall be counted as standard hours.

10.5.5 **Transfer Between Day Work and Shift Work**

- (i) TEMCO may transfer day work employees to shift work for one or more shifts as required; and
- (ii) TEMCO may transfer shift work employees to day work for one or more days as required; and

- (iii) employees transferring between day work and shift work will normally receive forty eight (48) hours notice of any such transfer, provided that for absentee relief, emergency, urgent, or compelling reasons, employees may receive less than forty eight (48) notice. In such cases the amount of notice to be given shall be reasonable in the circumstances.

10.5.6 **Call Outs**

Call outs, without advance notice, of less than four hours duration shall be deemed to be of four hours duration for the purposes of Clause 10 of this Award.

10.5.7 **Shift Change**

10.5.7.1 Shift Change Briefings

Shift work employees shall attend a shift change briefing of fifteen minutes duration prior to the beginning of each shift worked. Shift work employees shall report fifteen minutes prior to the shift change in order to attend the briefing.

Shift change briefings shall be attended by rotating and non-rotating shift workers.

Attendance at shift change briefings shall fall outside the requirements of both standard and additional working hours, provided that shift work employees will be entitled to a credit of twelve standard hours on 1st June and 1st December each year. These credit hours will be taken, without loss of payment, at a mutually convenient time.

10.5.7.2 Shift Reliefs

Rotating shift workers whose relief has not arrived by the time of shift change shall not leave work without having made suitable arrangements with the Supervisor of the on-coming shift.

10.5.8 **Extended Hours**

Notwithstanding anything said elsewhere in this Clause of this award, employees shall not be required to work more than sixteen consecutive hours, except in the case of an emergency which could reasonably be expected to:

- (i) endanger the lives of other employees; or
- (ii) jeopardise the livelihood of other employees through extended downtime of plant and equipment.

Shift workers will not normally be required to work more than twelve (12) consecutive hours.

10.5.9 Shower Arrangements

TEMCO will provide appropriate facilities for employees to shower at the completion of their working hours on any day, unless otherwise authorised by their Supervisor.

10.5.10 Flexibility

TEMCO and any individual employee may agree, or TEMCO and a group of affected employees may, by majority, agree on any one occasion or for a specified period of time, to work their hours "by arrangement" in a manner different from that provided.

Working "by arrangement" shall not in any way alter payment entitlements as provided by Clause 8 of this award.

The appropriate site union representative(s) will be notified of any such agreement reached between TEMCO and a group of affected employees. Where practicable, notification will precede implementation of the agreement.

10.5.11 Definition of Day

A day for the purposes of this award shall commence at 7.00 a.m. and conclude twenty four (24) hours later.

CLAUSE 11 - LEAVE PROVISIONS

CLAUSE 11.1 ANNUAL LEAVE

11.1.1 Leave Entitlement

11.1.1.1 All TEMCO employees, excluding part time TEMCO employees, shall accrue annual leave as follows:

(i) Day Workers

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

(ii) Shift Workers - working rostered shifts

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

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

11.1.1.2 Short Term TEMCO Employees

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

11.1.1.3 Part Time TEMCO Employees

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

11.1.2 **Accrual Period**

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

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

11.1.3 **Taking of Leave**

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

11.1.4 **Calculation of Continuous Service**

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

- (i) any interruption or determination of the employment by TEMCO if made to avoid annual leave obligations; and
- (ii) any absence from work on account of personal sickness or accident in accordance with Clause 11.5 of this award; and
- (iii) any paid absence from work on account of leave lawfully granted by TEMCO; and
- (iv) any unpaid absence from work on account of leave lawfully granted by TEMCO; and
- (v) any other absence from work where the absent TEMCO employee can prove reasonable cause to TEMCO.

11.1.5 Service for which Annual Leave does not Accrue

Any absences under Clause 11.1.4(ii) of this award, for which payment is not made, shall not accrue annual leave entitlements.

Any absences under Clause 11.1.4(iv) and 11.1.4(v) of this award shall not accrue annual leave entitlements.

11.1.6 Payment in Lieu Prohibited

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

11.1.7 Time of Taking Annual Leave

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

A TEMCO employee shall be entitled to at least two weeks notice of the date on which annual leave is to be commenced.

A TEMCO employee may request, or agree upon request from TEMCO, to postpone the taking of a period of annual leave by up to a further twelve months. A request must be in writing and there shall be extenuating circumstances involved.

11.1.8 Annual Leave Before Due Date

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

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

11.1.9 Payment for Period of Annual Leave

11.1.9.1 Form of Payment

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

11.1.9.2 Method of Payment

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

- (i) in advance of the commencement of leave except where leave has been granted at short notice due to extenuating circumstances; or
- (ii) on a normal fortnightly basis direct to the TEMCO employee's nominated account(s) with participating financial institutions.

11.1.10 Proportionate Leave on Termination

11.1.10.1 Service Less than One Fortnight

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

11.1.10.2 Calculation of Proportionate Leave

Proportionate Leave upon termination shall be calculated at the rate of 3.077 hours for each completed forty standard hours of work in any incomplete accrual period for which leave has not already been granted under Clause 11.1.8 of this award. It shall be paid at the TEMCO employee's fortnightly salary applicable at the time of termination.

11.1.11 Close Down

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

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

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

11.1.12 Injury or Illness During Annual Leave

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

CLAUSE 11.2 COMPASSIONATE LEAVE

11.2.1 **Eligibility for Compassionate Leave**

- (i) a TEMCO employee, other than a daily employed short term TEMCO employee is entitled to leave on each occasion where the employee is absent from work because of the death of the employee's close relative;
- (ii) TEMCO reserves the right to make other paid or unpaid compassionate leave available, dependent upon the individual circumstances.

11.2.2 **Payment for Compassionate Leave**

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

CLAUSE 11.3 JURY SERVICE

- (i) a TEMCO employee other than a daily employed short term TEMCO employee, required to attend for Jury Service shall be reimbursed by TEMCO an amount equal to the difference between the amount paid in respect of attendance for such Jury Service and the amount of salary and, if applicable, shift work payment due had the TEMCO employee not been on Jury Service; and
- (ii) a TEMCO employee shall notify TEMCO as soon as possible of the date upon which attendance for Jury Service is required. Further, the employee shall provide to TEMCO proof of attendance, the duration of such attendance and all fees received in respect of such Jury Service.

CLAUSE 11.4 PUBLIC HOLIDAYS

11.4.1 **Application**

11.4.1.1 Day Workers - normally working eight hour days;

These TEMCO employees shall not normally be required to work on public holidays.

11.4.1.2 Day Workers - normally working ten hour days;

These TEMCO employees shall not normally be required to work on public holidays, **PROVIDED** that:

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

OR

- (ii) if there are three public holidays in a fortnightly pay period, the TEMCO employees concerned shall still work for the remaining seven days in the fortnight and the third public holiday will be deemed to be standard hours worked for the purpose of Clause 10.1.1 (i) of this Award.

11.4.1.3 Shift Workers

TEMCO employees in this category shall work on days observed as public holidays in accordance with their roster.

11.4.2 Prescribed Public Holidays

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

- (i) New Year's Day
- (ii) Australia Day
- (iii) Labour Day
- (iv) Good Friday
- (v) Easter Monday
- (vi) Anzac Day - or the following Monday if 25th April falls on a Saturday or Sunday
- (vii) Queen's Birthday

- (viii) Launceston Show Day
- (ix) Recreation Day
- (x) Christmas Day
- (xi) Boxing Day
- (xii) Any special days appointed by proclamation as public holidays throughout the State of Tasmania.

11.4.3 Payment for Public Holidays

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

11.4.4. Changes to Public Holidays

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

CLAUSE 11.5 SICK LEAVE

11.5.1 Eligibility for Sick Leave

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

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

11.5.2 Notification of Absence

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

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

- (i) nature of the illness or injury; and
- (ii) estimated length of absence.

11.5.3 Application for Sick Leave

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

11.5.4 Payment for Sick Leave

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

CLAUSE 11.6 MATERNITY LEAVE

11.6.1 Eligibility for Unpaid Maternity Leave

A TEMCO employee, other than a short term TEMCO employee, who:

- (i) becomes pregnant; and
- (ii) provides to TEMCO a certificate from a qualified medical practitioner stating the presumed date of the employee's confinement,

shall be entitled to unpaid maternity leave provided she has at least twelve month's continuous service at the point of commencing such leave.

11.6.2 **Period of Unpaid Maternity Leave**

The period of unpaid maternity leave shall consist of:

- (i) a minimum of six weeks prior to the presumed date of confinement; and
- (ii) a minimum of six weeks after confinement; and
- (iii) a further period, if required, such that the total period is unbroken and does not exceed 52 weeks in total, including leave taken in accordance with Clause 11.6.4 and Clause 11.6.7 of this Award.

11.6.3. **Notice to Commence Unpaid Maternity Leave**

A TEMCO employee wishing to take maternity leave shall give TEMCO the following written notice:

- (i) at least ten week's notice of the presumed date of confinement; and
- (ii) at least four week's notice of the date on which she intends to commence maternity leave, and the period to be taken,

PROVIDED that a TEMCO employee, whose confinement is earlier than presumed, shall not be disqualified from maternity leave if she cannot give the required notice.

11.6.4 **Transfer to a Safe Job**

When a qualified medical practitioner certified that a TEMCO employee should not continue in her present work because of:

- (i) illness or risk arising out of the pregnancy; or
- (ii) hazards connected with the work being performed,

TEMCO shall either:

- 11.6.4.1 transfer the TEMCO employee to a safe job in accordance with her skill, competence and training, at the salary and, if applicable, shift work payment of the safe job until she commences maternity leave;

OR

- 11.6.4.2 if transfer to a safe job is not practicable, require the TEMCO employee to take maternity leave for the period certified by the qualified medical practitioner;

PROVIDED that, if the TEMCO employee becomes able to return to the job she had before transferring to the safe job and before commencing maternity leave she shall be entitled to return. If that job has ceased to exist and there are other positions available, she shall transfer to another job which is as nearly comparable in salary and, if applicable, shift work payment, to that of her former job, provided it is consistent with her skill, competence and training.

11.6.5 **Variation of Period of Unpaid Maternity Leave**

11.6.5.1 Lengthening the Period

A TEMCO employee may give notice in writing to extend the amount of maternity leave at any time up to four weeks before the stipulated date for returning to work **PROVIDED** that:

- (i) the extension does not take the total amount of leave beyond 52 weeks; and
- (ii) there is only one extension, unless her Department Manager agrees to more than one extension; and
- (iii) the extended date for returning to work is clearly specified.

11.6.5.2 Shortening the Period

A TEMCO employee may apply in writing to shorten the amount of maternity leave at any time up to four weeks before the stipulated date for returning to work **PROVIDED** that:

- (i) the shortened date for returning to work is clearly specified; and
- (ii) her Department Manager must agree to the shortened date before she can return to work.

11.6.6 **Cancellation of Unpaid Maternity Leave**

11.6.6.1 Unpaid Maternity Leave not Already Commenced

When a TEMCO employee's pregnancy terminates other than by the birth of a living child, the maternity leave for which she had previously applied shall be cancelled.

11.6.6.2 Unpaid Maternity Leave Already Commenced

When the pregnancy of a TEMCO employee already on maternity leave terminates other than by the birth of a living child, she shall:

- (i) advise TEMCO in writing of the date after which she desires to recommence work; and
- (ii) recommence work on a date nominated by her Department Manager within four weeks of receiving notice from her that she wishes to come back to work.

11.6.7 Unpaid Special Maternity Leave and Sick Leave

11.6.7.1 Termination of Pregnancy after 28 weeks

When the pregnancy of a TEMCO employee, who has not commenced maternity leave, terminates after 28 weeks other than by the birth of a living child, then either;

- (i) she shall be entitled to a period of unpaid special maternity leave, as certified necessary by a qualified medical practitioner, before she returns to work;

OR

- (ii) where she suffers from illness other than the normal consequences of confinement, she may, either in lieu of or in addition to special unpaid maternity leave, apply for sick leave in accordance with Clause 11.5 of this Award for a period certified necessary by a qualified medical practitioner, before she returns to work.

11.6.7.2 Pregnancy Related Illness

When a pregnant TEMCO employee, who has not commenced maternity leave, suffers from illness related to her pregnancy, she may:

- (i) apply for sick leave in accordance with Clause 11.5 of this Award for a period certified necessary by a qualified medical practitioner; and
- (ii) take unpaid special maternity leave for a period certified necessary by the qualified medical practitioner, before she returns to work,

PROVIDED that the total aggregate amount of sick leave, special unpaid maternity leave and unpaid maternity leave shall not exceed 52 weeks.

11.6.7.3 Returning to Work after Unpaid Special Maternity Leave and Sick Leave

When a TEMCO employee is able to resume work following a period of unpaid special maternity leave or sick leave, taken in accordance with Clause 11.6.7 of this Award, and prior to commencing unpaid maternity leave in accordance with Clause 11.6.2 of this Award, she shall either:

- (i) return to the job she had before commencing the unpaid special maternity leave and/or sick leave; or
- (ii) if that job has ceased to exist, and there are other positions available, she shall transfer to another job which is as nearly comparable in salary and, if applicable, shift work payment, to that of her former job, provided that it is consistent with her skill, competence and training.

11.6.8 Unpaid Maternity Leave and other Leave Entitlements

Provided the aggregate of leave taken, including that taken under Clause 11.6.4 and Clause 11.6.7 of this Award, does not exceed 52 weeks, a TEMCO employee:

- (i) may, in lieu of or in conjunction with unpaid maternity leave, take any accrued annual leave or long service leave to which she is entitled;
- (ii) shall not be eligible to receive any other form of leave entitlement while on maternity leave.

11.6.9. Effect of Unpaid Maternity Leave on Continuity of Employment

Unpaid maternity leave, including that taken under Clause 11.6.4 and Clause 11.6.7 of this Award, shall not break a TEMCO employee's continuity of employment, but shall not be taken into account for the purpose of calculating service under this Award and shall not therefore accrue any other leave entitlements.

11.6.10 Termination of Employment

11.6.10.1 By TEMCO Employee

A TEMCO employee on unpaid maternity leave, including that taken under Clause 11.6.4 and Clause 11.6.7 of this Award, may terminate her employment at any time in accordance with Clause 9.4.5 of this Award.

11.6.10.2 By TEMCO

TEMCO shall not terminate the employment of a TEMCO employee on the ground of her pregnancy or her absence on unpaid maternity leave, including that taken under Clause 11.6.4 and Clause 11.6.7 of this Award, but otherwise the rights of TEMCO in relation to termination of employment are not affected.

11.6.11 Return to Work after Unpaid Maternity Leave

11.6.11.1 Notification to TEMCO

A TEMCO employee on unpaid maternity leave shall confirm, by notice in writing to TEMCO, her intention to return to work at least four weeks before her maternity leave ends.

11.6.11.2 Nature of Job upon Return to Work

A TEMCO employee who has given proper notice under Clause 11.6.11.1 of this Award to resume work following a period of unpaid maternity leave, including that taken under Clause 11.6.4 where she did not return to work prior to her confinement, shall either:

- (i) return to the job she had before commencing the unpaid maternity leave; or
- (ii) if that job has ceased to exist, and there are other positions available she shall transfer to another job which is as nearly comparable in salary and, if applicable, shift work payment, to that of her former job, provided that it is consistent with her skill, competence and training.

11.6.12 Replacement TEMCO Employees - TEMCO's Obligations

TEMCO shall have the following obligations in respect of replacement of TEMCO employees on maternity leave:

- (i) there shall be no obligation to replace a TEMCO employee absent on maternity leave; and
- (ii) a short term TEMCO employee who is engaged in accordance with Clause 9.4.3 of this Award to directly or indirectly replace a TEMCO employee absent on maternity leave shall be advised of the temporary nature of the employment and the rights of the absent TEMCO employee; and
- (iii) a TEMCO employee who is transferred to perform the job of a TEMCO employee absent on maternity leave shall be advised of the temporary nature of the transfer and the rights of the absent employee.

CLAUSE 12 - MISCELLANEOUS

CLAUSE 12.1 UNION RECOGNITION

12.1.1 Right of Entry of Union Officials

TEMCO shall allow an accredited union official, who is not employed by TEMCO, onto the plant in the following circumstances:

- (i) to interview an accredited union site representative for a reasonable amount of time during working hours, consistent with the needs of the site representative's classified work role, work group and Supervisor; or
- (ii) to interview TEMCO employees, other than accredited union site representatives, during the meal break of those TEMCO employees; or
- (iii) to interview TEMCO employees, other than accredited union site representatives for a reasonable amount of time during working hours, consistent with the needs of the TEMCO employees' classified work roles, work group(s) and Supervisor(s), in circumstances where it is impracticable to do so during the meal break. The time of any such interview shall be pre-agreed between the union official and TEMCO's representative; or
- (iv) to investigate, during working hours, complaints about the application of this Award, provided the nature of the complaints is disclosed to TEMCO by the union official and, if requested, he makes his or her investigations in the presence of a TEMCO representative; and
- (v) where he or she notifies TEMCO of his or her intention to be present at the plant, and the reason(s) for coming; and
- (vi) where he or she produces authority as an accredited union official, if requested to do so by TEMCO; and
- (vii) where he or she does not interfere with the performance of work in TEMCO's plant; and
- (viii) where he or she conducts himself or herself properly and in a professional manner.

12.1.2 **TEMCO Employee Site Representatives**

- (i) TEMCO employees elected as site representatives in accordance with the union's rules will, upon notification from the union to TEMCO, be recognised as the accredited representatives of the union; and
- (ii) the site representatives will be allowed the necessary time during working hours to interview TEMCO or its representatives on matters affecting TEMCO employees whom they represent. They will use their best endeavours to resolve matters without disruption to the effective and efficient operation of TEMCO in accordance with the procedure for resolving claims and disputes as prescribed by Clause 9.3 of this Award.

CLAUSE 12.2 NOTICE BOARDS

TEMCO shall provide an appropriate notice board in or adjacent to each meal room or in a prominent position accessible to all TEMCO employees engaged under this Award.

TEMCO Management and accredited union site representatives shall be permitted to place official notices on the board(s). Any notices posted on such noticeboard(s) not signed or counter-signed by TEMCO Management or an accredited union representative may be removed.

CLAUSE 12.3 SUPERANNUATION - BHP SUPERANNUATION FUND

12.3.1 **Contributory**

All TEMCO employees, other than short term TEMCO employees, shall be strongly encouraged to be contributory members of the Employees' Division of the BHP Superannuation Fund.

12.3.2 **Non-Contributory**

All TEMCO Employees, including short term TEMCO employees, who are engaged for a period of six weeks or greater will be Non-Contributory members of the BHP Superannuation Fund.

12.3.3 **Salary for Superannuation Purposes**

For the purposes of Superannuation, fortnightly contributions will be determined by calculation from the amounts designated as "All Inclusive Total Salary" in Clause 8.2 of this Award.

Shift work payments and performance payments shall not be taken into account for the purpose of Superannuation contributions.

CLAUSE 12.4 EQUAL EMPLOYMENT OPPORTUNITY

TEMCO will observe all the principles of Equal Employment Opportunity in any matter relating to employment at TEMCO consistent with selecting the **best** person for the job.

