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IN THE TASMANIAN INDUSTRIAL COMMISSION

Industrial Relations Act 1984

T. 435 of 1986

IN THE MATTER OF AN APPLICATION BY THE
TASMANIAN TRADES AND LABOR COUNCIL TO
VARY ALL PUBLIC AND PRIVATE SECTOR AWARDS
AND AGREEMENTS RESPECTIVELY

RE: NATIONAL WAGE 2.3% INCREASE IN
SALARIES, WAGES AND ALLOWANCES.

incorporating

T. 300 of 1985

IN THE MATTER OF AN APPLICATION BY THE
TASMANIAN CHAMBER OF INDUSTRIES RE
VARIATION OF PRIVATE SECTOR AWARDS

RE: CONVERSION OF BASIC WAGE AND MARGIN
TO TOTAL WAGE

ORDER -

(No. 1 of 1986)
(Consolidated)

AMEND THE FERRO ALLOYS AWARD BY DELETING ALL CLAUSES CONTAINED IN PARTS I
AND II AND INSERTING IN LIEU THEREOF THE FOLLOWING:

1. TITLE

This award shall be known as the "Ferro Alloys Award".

2. SCOPE

This award is established in respect of the industries carried on by the Tasmanian Electro Metallurgical Company Pty. Ltd.

3. ARRANGEMENT

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4. DATE OF OPERATION

This award shall come into operation from the beginning of the first pay period to commence on or after 1 July 1986.

Provided that, it is a term of this award that the unions undertake that, for a period of six months, they will not pursue any extra claims, award or overaward, except where consistent with the Principles of Wage Fixation of the Tasmanian Industrial Commission.

5. SUPERSESSON AND SAVINGS

This award incorporates and supersedes No. 2 of 1984 (Conditions), No. 3 of 1984 (Conditions), No. 4 of 1984 (Conditions), No. 1 of 1985 (Conditions), No. 2 of 1985 (Conditions), No. 4 of 1985 (Conditions) and No. 4 of 1985 (Wage Rates).

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 Amalgamated Metal Workers Union and the officers of that organisation and their members employed in the industry specified in Clause 2 - Scope;
- (d) the Electrical Trades Union of Australia, Tasmanian Branch and the officers of that organisation and their members employed in the industry specified in Clause 2 - Scope;
- (e) the Federated Engine Drivers and Firemen's Association of Australasia (Tasmanian Branch) and the officers of that organisation and their members employed in the industry specified in Clause 2 - Scope;
- (f) the Federated Ironworkers Association of Australia, Tasmanian Branch and the officers of that organisation and their members employed in the industry specified in Clause 2 - Scope;
- (g) the Transport Workers Union of Australia, Tasmanian Branch and the officers of that organisation and their members employed in the industry specified in Clause 2 - Scope;
- (h) the Tasmanian Electro Metallurgical Co. Pty. Ltd.;
- (i) the Tasmanian Chamber of Industries;
- (j) the Tasmanian Trades and Labor Council.

7. DEFINITIONS

- (a) **'Day Workers'** are employees other than shift workers and include employees on night shift referred to in Clause 20, (Night Work for other than Shift Workers) of the award.
- (b) **'Shift Workers'** are employees working on a one, two or three-shift system.
- (c) **'Monday to Saturday Shift Workers'** are shift workers whose ordinary working hours are worked between Monday and Saturday.
- (d) **'Rigger' and/or 'Splicer'** means an adult workman who is responsible for the erection of tackle and/or who is required amongst other duties to splice wire rope.

- (e) **`Electrician, Special Class`**, i.e. an employee appointed as such who is an electrical fitter or an electrical mechanic and who is mainly engaged on complex or intricate circuitry or both, the performance of which work requires the use of **`additional knowledge`** as herein defined. For the purpose of this definition, **`additional knowledge`** means knowledge in excess of that gained by the satisfactory completion of the appropriate technical college trade course which has been acquired by the tradesman by virtue of his -
- (i) having had not less than 2 years on the job experience as a tradesman working mainly on such complex or intricate circuitry work as will enable the tradesman to perform such work unsupervised where necessary and practicable; and
 - (ii) having, by virtue of either the satisfactory completion of a prescribed post trade course in industrial electronics or the achievement of a comparable standard of knowledge by other means including the on the job experience referred to in paragraph (i) hereof, gained a sufficient comprehension of such complex or intricate circuitry work as will enable the tradesman to examine, diagnose and modify systems comprising inter-connected circuits.

For the purpose of this definition the following course is deemed to be the prescribed post trade course in industrial electronics -

The Industrial Electronics Course of the Technical Education Department of Tasmania, or such other approved course conducted by Education institutions in other States of Australia.

- (f) **`Marker off`** means a tradesman the greater part of whose time in any daily period is confined to marking off and/or template making.
- (g) **`Plant labourer`** means an employee whose duties are associated with the operation and maintenance of the plant and who from time to time is called upon by his employer, under the provisions of Clause 19, (Mixed Functions), to relieve employees classified in Sections A, B and C, of Clause 8, (Wage Rates).
- (h) **`Labourer, other`** means an employee whose duties are (unless otherwise classified) confined to sweeping, cleaning and hosing down the plant and its environs.

- (i) **`Plant serviceman`** means an employee who is required to carry out duties associated with plant cleanliness, safety and maintenance but does not include those functions which are within the province of the duties of a tradesman or any other classification of employee mentioned in Clause 8, (Wage Rates).
- (j) **`Employee directly assisting a tradesman`** means an employee engaged solely on the duties of assisting a tradesman by fetching and carrying, waiting on a tradesman's needs in the performance of his work and supporting material and fittings whilst tradesman is working on same.
- (k) **`Instrument Fitter (Special Class)`** means a tradesman who installs, tests, repairs, adjusts and calibrates instruments, meters, relays and apparatus, including installation, testing and modification of instruments and control systems based on electrical, electronic, pneumatic and/or hydraulic principles, for which he is required to apply the standard of additional knowledge, comprehension, skill and other abilities as defined for Electrician Special Class.
- (l) **`Instrument Fitter`** means a tradesman mainly engaged on industrial instrument installation, repairs and maintenance work.
- (m) **`Electrician, Advanced - Temco`** shall mean an electrician who successfully demonstrates the ability to competently perform electrical work without close supervision on the following items of plant and equipment.

Furnace Batch Weighers (No. 1 and 2 only)
 Overhead cranes
 Lifts
 Furnace Transformers Protection
 Power Distribution Procedures
 Preventive Maintenance Procedures
 Furnace Control - Electrical
 Circuits (Fans)
 Relay Sequences (all conveyor systems)
 Wharf crane

Before being classified as such the employee shall pass an appropriate internal examination which comprehends the range of duties associated with the above plant and equipment.

- (n) **`Fitter - Mobile Equipment`** - means an employee approved as such who is primarily engaged in the maintenance of mobile equipment. Mobile equipment is equipment which uses it's own power (i.e., gas, diesel or petrol) to propel itself.
- (o) **`Smokehood Welder`** - means a boilermaker preferably a holder of a D.L.I. pressure vessel welding certificate, who is competent to perform and is required to perform special welding on the stainless steel and boiler pressure pipes inside the No. 5 furnace smokehood.
- (p) **`Relief Driver (TWU)`** means an employee who is previously engaged to relieve TWU drivers during periods of annual leave, sick leave, long service leave, compassionate leave and RLD's. At other times this employee will perform such duties as directed by the Company.
- (q) **`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.

8. WAGE RATES

1. WAGE RATES

Employees of a classification hereunder mentioned shall be paid the amount opposite that classification -

Section A - Plant Operatives

	Amount Per Week \$
1. Furnace man	270.90
2. Tapper	254.70
3. Tapper's Assistant	240.90
4. Crane driver	251.60
5. Telpher driver	239.50
6. Crusher Attendant	250.50
7. Plant labourer (as defined)	236.60
8. Crusher labourer	240.90
9. Labourer other (as defined)	232.60
10. Sinter Machine Operator	270.90
11. Sinter Plant Assistant	240.90
12. Tapper and Caster	263.10
13. Baghouse Attendant	250.50

	Amount Per Week \$
14. Baghouse Labourer	238.80
15. Pendant Control Crane Operator	
(a) 10 tonnes and over	240.20
(b) Under 10 tonnes	236.60
16. Water Treatment Plant Attendant	247.50
17. Water Treatment Plant Assistant	238.80
18. Induction Furnace Operator	264.70
19. Induction Furnace Attendant	247.50

Section B - Maintenance and Miscellaneous

1. Fitter	307.40
2. Fitter/Mobile Equipment (as defined)	307.40
3. Boilermaker and/or structural steel tradesman	307.40
4. Smokehood Welder	311.70
5. Marker off (as defined)	324.70
6. Electrical tradesman	307.40
7. Electrician, Special Class (as defined)	364.90
8. Electrician Advanced T.E.M.C.O. (as defined)	325.50

Employees engaged in classifications 6, 7 and 8 of this Section shall, if holding an "A" Grade Licence be paid an additional allowance of \$9.70 per week.

9. Instrument Fitter (as defined)	338.60
10. Instrument Fitter Special Class (as defined)	364.90
11. Bricklayer	307.40

Bricklayer employed on repair of brick-work in connection with furnace work shall be paid at the rate of time and a half on the wage rate prescribed herein.

12. Carpenter	307.40
13. Employee directly assisting a tradesman (as defined)	236.90
14. Bricklayer's labourer	268.10
15. Operator of loader front end or overhead -	

	Amount Per Week \$
Up to and including 0.75 cubic metres	259.60
Over 0.75 cubic metres and up to and including 2.25 cubic metres	264.40
Over 2.25 cubic metres and up to and including 4.5 cubic metres	268.00
16. Fork Lift Driver	
(i) Lifting capacity up to 5,000 kg	257.10
(ii) Lifting capacity in excess of 5,000 kg	261.90
17. Mobile Crane Driver	
(i) Lifting capacity up to 5 tonnes	256.50
(ii) Lifting capacity in excess of 5 tonnes but not exceeding 10 tonnes	261.40
(iii) Lifting capacity in excess of 10 tonnes	266.20
18. Backhoe Operator	259.60
19. Wharf Crane Driver	297.00
20. Press Operator	248.10
21. Driver, crawler tractor using power operated attachments (over 10,000 lb up to 15,000 lb shipping weight)	259.60
22. Plant serviceman (as defined)	267.60
23. Rigger and/or splicer	276.10
24. (a) Storeman Grade 1	
A storeman and/or packer during the first 2 months of service	254.20
(b) Storeman Grade 2	
A storeman and/or packer after 2 months service	256.20
25. Employee engaged on the lining of casting pans and launders	266.60
26. Greaser	240.10
27. Change house attendant	236.60
28. Trigggerman	240.00
29. Beltman	266.60
30. Painter	307.40

	Amount Per Week
	\$
31. Gardener	236.60
32. Employee directly assisting an employee other than a tradesman	236.90

Section C - Transport

Employee driving motor vehicle having
maker's capacity of -

1.2 tonnes or less	274.80
Over 1.2 tonnes but not over 3 tonnes	278.40
Over 3 tonnes but not over 6 tonnes	282.80
6 tonnes and over but under 7 tonnes	283.50
7 tonnes and over but under 8 tonnes	284.30
8 tonnes and over but under 9 tonnes	285.00
9 tonnes and over but under 10 tonnes	285.70
Relief Driver	285.70

Section D - R.L.D. Plant Relief Operators

RLD Operator Grade 5	282.50
RLD Operator Grade 4	264.50
RLD Operator Grade 3	248.20
RLD Operator Grade 2	244.50
RLD Operator Grade 1	236.90

Definitions

Grade 5 means an employee qualified in the operation of the mobile and 40 tonne O.H.C. and is sufficiently experienced in operational skills to relieve on RLD classifications:-

- (a) F.E.L. Driver
- (b) Forklift driver
- (c) Mobile crane driver
- (d) Backhoe driver
- (e) Overhead crane driver
- (f) Telpher driver

Grade 4 means an employee allocated the RLD relief duties associated with No. 5 Furnace area and relieves the following classifications as required:-

- (a) Tapper and caster
- (b) Crusher attendant
- (c) Crusher labourer
- (d) Change house attendant
- (e) Employee engaged in lining and casting of pans and launders

Grade 3 means an employee allocated the RLD relief duties associated with all raw material and finished product crushers (other than No. 5 F/P Crusher) and relieves the following classifications as required:-

- (a) Crusher attendant
- (b) Crusher labourer

Grade 2 means an employee allocated the RLD relief duties associated with No. 3 Furnace area and relieves the following classifications as required:-

- (b) Tapper assistant
- (c) W.T.P. attendant

Grade 1 means an employee allocated the RLD relief duties associated with No. 1 & 2 Furnace and Sinter Plant, relieving the following classifications as required:-

- (a) Tapper assistant
- (b) Sinter plant assistant

2. LEADING HANDS

Unless otherwise specifically provided for, employees appointed by the company as leading hands shall be paid additional amounts as follows:-

	Per Week
	\$
In charge of 3 to 10 employees	14.80
In charge of 11 to 20 employees	22.20
In charge of more than 20 employees	28.40

3. APPRENTICES

The minimum rates of wages to be paid to apprentices and probationary apprentices in all trades shall be the undermentioned percentages of the total wage for classification 1, Section B, sub-clause 1 hereof calculated to the nearest 10 cents -

	Percentage of Tradesman's Wage	Amount Per Week
	%	\$
1st year	45	138.30
2nd year	55	169.10
3rd year	75	230.60
4th year	92	282.80

The conditions of apprenticeship shall be in accordance with those prescribed in the Apprentices Act 1942, and Regulations thereto.

4. SHIFT WORK ALLOWANCES

Except as otherwise provided shift workers shall be paid in addition to the wage rates prescribed for their classification, the following shift work allowances -

Shift workers whilst working rotating shifts (day shift, night shift, afternoon shift) with regular weekly changes at the rate of \$4.48 per shift in respect of all shifts worked.

Provided that each such rotating shift worker, when engaged under a roster system which does not provide for at least 1/3 of his working time in the full cycle of the roster being on day shift, shall be paid an additional shift allowance at the rate of \$2.81 per shift in respect of each of any number of afternoon and/or night shifts more than 2/3 of his working time in the roster worked by him.

Provided further that working time on day shift shall, if necessary, include shifts rostered off on day shift not exceeding an average over the full cycle of the roster of one per week.

5. DISABILITY ALLOWANCE

In addition to the rates of wage herein prescribed there shall be paid to each employee a disability allowance of \$17.60 each week of 38 hours worked.

When a greater or lesser number of hours than 38 are worked in a week, the disability allowance shall be paid pro rata to the hours worked.

6. TOOL ALLOWANCE

In addition to the wage rates prescribed in Section B, sub-clause 1 hereof, the following tool allowance shall apply to the undermentioned classifications:-

	\$
Carpenters	8.10
Bricklayers	8.10
Painters	8.10

7. CERTIFICATE ALLOWANCE

A certificate allowance of \$4.40 per week will be payable to employees who possess and are required to use the knowledge obtained in acquiring the following certificates -

<u>Riggers</u>	-	D.L.I. Certificate of Competency
<u>Fitters</u>	-	Post Trade Hydraulics Certificate
	-	Post Trade Diesel Endorsement

Boilermakers - D.L.I. Pressure Vessel Welding Certificate

Electricians - Post Trade Industrial Electronics
Certificate

A limit of \$8.80 (i.e., two certificates) will apply.

8. LAUNDRY AND PROTECTIVE CLOTHING ALLOWANCE

In addition to the wage rates herein prescribed there shall be paid to each employee a laundry and protective clothing allowance of \$1.94 per week of 38 hours worked.

9. ANNUAL LEAVE

(a) Period of Leave

(i) Dayworkers:

A period of 28 consecutive days' leave including non-working days, shall be allowed annually to an employee on weekly hiring after twelve months continuous service (less the period of annual leave).

(ii) Shiftworkers:

In addition to the leave hereinbefore prescribed, 7 day shiftworkers, that is employees who are rostered to work regularly on Sundays and Holidays, shall be allowed 7 consecutive days' leave including non-working days.

Where an employee with 12 months' continuous service is engaged for part of the 12 monthly period as a 7 day shiftworker, he shall be entitled to have the period of annual leave hereinbefore prescribed increased by one half a day for each month he is continuously engaged as aforesaid.

(b) Annual Leave Exclusive of Public Holidays:

Subject to this sub-clause, the annual leave prescribed by this clause shall be exclusive of any of the holidays prescribed by Clause 14 hereof, and if any such holiday falls within an employee's period of annual leave and is observed on a day which, in the case of that employee, would have been an ordinary working day, there shall be added to the period of annual leave, time equivalent to the ordinary time which the employee would have worked if such day had not been a holiday.

Where a holiday falls as aforesaid and the employee fails without reasonable cause, proof whereof shall be upon him to attend for work at his ordinary starting time on the working day immediately following the last day of the period of his annual leave he shall not be paid for any such holiday.

Notwithstanding the foregoing provisions a shift worker shall have added to his period of annual leave one day for each statutory holiday which occurs during the period of his annual leave, whether or not such holiday is observed on a day which, but for such leave, would have been a rostered day off.

This shall not apply to a statutory holiday which is observed on a Saturday or on a Sunday.

(c) Broken Leave:

The annual leave shall be given and taken in one continuous period, or if the employee and employer so agree, in 2 separate periods and not otherwise.

(d) Calculation of Continuous Service:

For the purpose of this clause, service shall be deemed to be continuous notwithstanding -

- (i) any interruption or determination of the employment by the employer if such interruption or determination has been made merely with the intention of avoiding obligations hereunder in respect of leave of absence;
- (ii) any absence from work on account of personal sickness, accident or on account of leave lawfully granted by the employer; or
- (iii) any absence with reasonable cause, proof whereof shall be upon the employee.

In cases of personal sickness or accident or absence with reasonable cause, the employee to become entitled to the benefit of this sub-clause shall inform the employer in writing, if practicable, within 24 hours of the commencement of such absence of his inability to attend for duty and as far as practicable the nature of the illness, injury or cause and the estimated duration of his absence.

A notification given by the employee pursuant to Clause 29 (Sick Leave), hereof, shall be accepted as a notification under this sub-clause.

Any absence from work by reason of any cause not being a cause specified in this sub-clause shall not be deemed to break the continuity of service for the purposes of this clause unless the employer during the absence or within 14 days of the termination of the absence notifies the employee in writing that such absence will be regarded as having broken the continuity of service.

In cases of individual absenteeism such notice shall be given in writing to the employee concerned, but in cases of concerted or collective absenteeism notice may be given to employees by the posting up of a notification in the plant, in the manner in which general notifications to employees are usually made in that plant, and by posting to each union whose members have participated in such concerted or collective absenteeism a copy of it not later than the day it is posted up in the plant.

A notice to an individual employee may be given by delivering it to him personally or by posting it to his last recorded address, in which case it shall be deemed to have reached him in due course of post.

In calculating the period of 12 months' continuous service any such absence as aforesaid shall not, except to the extent of not more than 91 days in a 12 monthly period in the case of sickness or accident, be taken into account in calculating the period of 12 months' continuous service.

(e) Calculation of Service:

Where the employer is a successor or assignee or transmittee of a business, if an employee was in the employment of the employer's predecessor at the time when he became such successor or assignee or transmittee, the employee in respect of the employer's predecessor at the time when he became such predecessor shall for the purpose of this clause be deemed to be in the service of the employer.

(f) Calculation of Month:

For the purpose of this clause a month shall be reckoned as commencing with the beginning of the first day of employment or period of employment in question and as ending at the beginning of the day which in the latest month in question has the same date number as that which the commencing day had in its month and if there be no such day in such subsequent month, shall be reckoned as ending at the end of such subsequent month.

(g) Payment in lieu Prohibited:

The annual leave provided for by this clause shall be allowed and shall be taken and except as provided by sub-clauses (l) and (m) hereof, payment shall not be made or accepted in lieu of annual leave.

(h) 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.

(i) 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 annual leave or part thereof has been granted pursuant to this sub-clause, 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; and the amount paid by the employer to the employee for the annual leave or part so taken in advance exceeds the amount which the employer is required to pay to the employee under sub-clause (l), of this clause, the employer shall not be liable to make any payment to the employee under sub-clause (l) of this clause, and shall be entitled to deduct the amount of excess from any remuneration payable to the employee upon the termination of employment.

(j) Payment for Period of Leave:

Each employee before going on leave shall be paid the wages he would have received in respect of the ordinary time he would have worked had he not been on leave during the relevant period.

Subject to sub-clause (k) hereof each employee shall, where applicable, have the amount of wages to be received for annual leave calculated by including the following where applicable:-

(a) Time Workers (other than Piece Workers)

- (i) The rate applicable to him as prescribed by sub-clauses 1 (Wage Rates), 2 (Leading Hands) and 3 (Apprentices) of Clause 8 (Wage Rates) and Clause 12 (First Aid Allowance) hereof.
- (ii) Subject to sub-clause (k) (ii) the rate prescribed for work in ordinary time by sub-clause 4 (Shift Work Allowances), Clause 8 (Wage Rates) and Clauses 27 (Saturday Rates for Shift Workers), 32 (Sunday Work) and 15 (Holiday Work) hereof according to the employee's roster or projected roster including Saturday and Sunday, and the twenty-first shift.
- (iii) The rate payable pursuant to Clause 27 (Saturday Rates for Shift Workers) hereof, calculated on a daily basis which the employee would have received for ordinary time during the relevant period whether on a shift roster or otherwise.
- (iv) Any other rate to which the employee is entitled in accordance with his contract of employment for ordinary hours of work; provided that this provision shall not operate so as to include any payment which is of a similar nature to or is paid for the same reasons as or is paid in lieu of those payments prescribed by Clauses 30 (Special Rates and Protective Clothing) and 22 (Overtime) hereof.

(b) Piece Workers

Payment in the case of employees employed on piece or bonus work or any other system of payment by result shall be at time rates.

(k) Loading on Annual Leave:

During a period of annual leave an employee shall receive a loading calculated on the rate of wage prescribed by sub-clause (j) of this clause subject to the provisions of paragraph (ii) hereof.

The loading shall be as follows:-

- (i) Day Workers - an employee who would have worked on day work only had he not been on leave - a loading of 20 per cent.
- (ii) Shift Workers - an employee who would have worked on shift work had he not been on leave - a loading of 20 per cent.

Provided that where the employee would have received shift loadings prescribed by sub-clause 4 (Shift Allowances), Clause 8 (Wage Rates) and Clauses 20 (Night Work for other than Shift Workers), 32 (Sunday Work) and 15 (Holiday Work) hereof, had he not been on leave during the relevant period and such loadings would have entitled him to a greater amount than the loading of 20 per cent, then the shift loading as prescribed in sub-clause (j) (a) (ii) of this clause shall be included in the rate of wage prescribed by sub-clause (j) in lieu of the 20 per cent loading.

Provided further that if the shift loadings would have entitled him to a lesser amount than the loading of 20 per cent then such loading of 20 per cent shall be added to the rate of wage prescribed by sub-clause (j) but not including sub-clause (j) (a) (ii).

The loading prescribed in this sub-clause shall not apply to proportionate leave on termination.

(1) Proportionate Leave on Termination of Service:

An employee on weekly hiring who:-

- (i) after one week's continuous service in his first qualifying 12 monthly period with an employer, leaves the employment of his employer or his employment is terminated by the employer through no fault of the employee, or
- (ii) after 12 months continuous service with an employer leaves the employment of his employer or his employment is terminated by the employer for any reason, shall be paid at the appropriate rate of wage prescribed by sub-clause (j) hereof for 2.923 hours for each 5 ordinary working days worked and in respect of which leave had not been granted under this clause.

(m) Annual Close Down:

Where an employer closes down his plant, or section or sections thereof, for the purpose of allowing annual leave to all or the bulk of the employees in the plant, or section or sections concerned, the following provisions shall apply:-

- (i) He may, by giving not less than one month's notice of his intention so to do, stand off for the duration of the close down all employees in the plant or section or sections concerned, and allow to those who are not then qualified for the full quantum of leave prescribed in sub-clause (a) paid leave on the proportionate basis prescribed in sub-clause (1) hereof;
- (ii) An employee who has then qualified for a full leave period and has also completed a further month or more of continuous service shall be allowed his leave and shall subject to sub-clause (e) hereof also be paid in respect of each completed month of continuous service performed since the close of his last 12 monthly qualifying period, on the proportionate basis prescribed in sub-clause (1) hereof;
- (iii) The next 12 monthly qualifying period for each employee affected by such close down shall commence from the day on which the plant, or section or sections concerned is re-opened for work.

Provided that all time during which an employee is stood off without pay for the purposes of this sub-clause shall be deemed to be time of service in the next 12 monthly qualifying period;

- (iv) If in the first year of his service with an employer an employee is allowed proportionate annual leave under paragraph (h) hereof, and subsequently within such year lawfully leaves his employer through no fault of the employee he shall be entitled to the benefit of sub-clause (1) of this clause subject to adjustment for any proportionate leave which he may have been allowed as aforesaid.
- (n) An employee who suffers illness or injury for a period of five consecutive working days whilst on annual leave shall, on the production of a medical certificate for the entire period of the illness/injury and subject to the eligibility of that employee to sick leave in accordance with Clause 29 of this award, be credited with annual leave for the period of the certificate and debited sick leave entitlements of the same period. The balance of annual leave will be taken at a mutually convenient time. Any employee making use of this provision will be required to refund to the Company for the period of sick leave granted, payments previously made pursuant to sub-clause (k) of this clause in respect of such period.

10. COMPASSIONATE LEAVE

An employee shall on the death of a wife, husband, father, mother, child, step-child, brother, sister, mother-in-law, father-in-law, step-mother, step-father, grand-father, grand-mother, 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.

Provided further that where an employee is required to travel outside Tasmania to attend the funeral up to 5 days paid leave shall be allowed in lieu of the three days hereinbefore prescribed.

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.

11. CONTRACT OF EMPLOYMENT

- (a) Except as hereinafter provided employment shall be by the week. Any employee not specifically engaged as a casual employee shall be deemed to be employed by the week.
- (b) Employment shall be terminated by a week's notice on either side given at any time during the week or by the payment of 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.

Where an employee has given or been given notice as aforesaid he shall continue in his employment until the date of the expiration of such notice. Any employee who having given or been given notice as aforesaid, without reasonable cause (proof of which shall lie on him) absents himself from work during such period shall be deemed to have abandoned his employment and shall not be entitled to payment for work done by him within that period.

- (c) An employee (other than an employee who has given or received notice in accordance with sub-clause (b) of this clause) not attending for duty shall, except as provided by Clause 29 (Sick Leave), hereof, lose his pay for the actual time of such non-attendance.

12. FIRST AID ALLOWANCE

An employee who has been trained to render first aid and who is the current holder of the appropriate first aid qualifications, such as a certificate from St. Johns Ambulance or a similar body, shall be paid a weekly allowance of \$5.70 if he is appointed by his employer to perform first aid duties.

13. GRIEVANCE AND DISPUTE SETTLEMENT PROCEDURE

The following procedures shall apply when a matter arises which could lead to a dispute affecting the Company and/or its employees, members of a union party to this Award.

(a) Grievance Procedure

- (i) where any grievance or claim arises the employee and/or delegate of the Union involved will raise the matter directly with his immediate supervisor.

The supervisor will give an answer or a progress report to the employee and/or delegate by the end of that shift.

- (ii) Where a grievance or claim is not resolved as set out above, the supervisor will notify the Department Head or his Deputy before the end of that shift of a foreshadowed dispute, hereafter referred to as a dispute.

(b) Dispute Settlement

- (i) The Department Head or his Deputy will discuss the dispute with the delegate in an endeavour to resolve the issue.

The Department Head or his Deputy will give an answer or a progress report to the delegate by the end of the next ordinary shift after the shift referred to in sub-clause (a) (ii).

- (ii) Whilst discussions are taking place in accordance with sub-clause (a) and sub-clause (b) (i) the accepted custom or practice (status quo) that existed prior to the grievance or claim arising will prevail and will remain in practice until the disputed issue is resolved.

- (iii) If the matter is not resolved before the end of the shift referred to in sub-clause (b) (i) above, the matter will be referred to the Personnel Superintendent or his Deputy who will notify the delegate of an acceptable meeting date which shall be convened for the purpose of resolving the dispute.

The delegate or employer may elect whilst the above procedures are taking place, to advise State Officials of the union involved in an endeavour to assist in the resolution of the dispute.

- (iv) The delegate will not call a stop work meeting provided sub-clause (b) (ii) and (iii) are implemented.

In any event the delegate shall notify the Department Head or his Deputy before calling a stop work meeting.

- (v) Failing agreement after following the above procedures the dispute will, at the option of either party, be referred to the Tasmanian Industrial Commission.

The decision of the Tasmanian Industrial Commission shall, subject to any legal appeal procedure, be accepted by the parties as final.

(c) Safety Matters

The procedure in (a) and (b) do not apply to claims, issues or disputes relating to genuine safety matters. In such matters the Company will undertake immediate investigations including discussions with the employee(s) and/or delegate(s) and/or officials of the union(s) involved.

Where the matter is not agreed and the union(s) decide(s) not to work in an area considered safe by the employer the matter shall be referred to the appropriate authority at the first available opportunity for determination.

14. HOLIDAYS WITH PAY

- (a) All employees (other than continuous shift workers) 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), the first Monday in November (where Hobart Regatta Day is not observed), Christmas Day, Boxing Day, and any special days appointed by proclamation as public holidays throughout the State.

When Anzac Day falls on a Saturday or Sunday the following Monday shall be observed as the public holiday and the 25th April shall be observed as a normal Saturday or Sunday for all purposes.

- (b) Payment for the holidays mentioned in sub-clause (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 had been at work.
- (c) Payment to an employee for work performed on holidays mentioned in sub-clause (a) shall be at the rates prescribed elsewhere in this award.
- (d) Subject to sub-clause (b) hereof, where the day on which a public holiday is observed falls on the rostered day off of a shift worker such employee shall be paid his ordinary rate for the time he would have worked if the holiday were not his day off.

This provision shall not apply to a public holiday which is observed on a Saturday or a Sunday.

- (e) Where a rostered leisure day falls on a public holiday the employer shall determine that either the next or previous ordinary working day shall be observed as the rostered leisure day.

15. HOLIDAY WORK

All work performed on any of the holidays specified in Clause 14 hereof shall be paid at the rate of double time and a half.

Provided that a shift worker (other than a shift worker who is regularly rostered to work rotating shifts on Sundays and public holidays) will be entitled to have added to his annual leave one day if he has been required to work an ordinary shift on four public holidays during the annual leave qualifying period and an additional day for each subsequent public holiday so worked. Provided further that the number of added days shall not exceed five in any qualifying period.

16. HOURS OF DUTY

(i) Day workers -

- (a) The ordinary working hours of day workers shall average 38 per week, over a 28 day period, to be worked 8 hours per day, Monday to Friday between the hours of 7.30 a.m. and 5.00 p.m.
- (b) Each day, Monday to Friday inclusive, not more than 45 minutes between the hours of 11.30 a.m. and 1.00 p.m. shall be allowed to day workers for a meal.

(ii) Shift Workers -

- (a) The ordinary working hours of shift workers shall not exceed -
 - (i) 8 during any consecutive 24 hours; or
 - (ii) 38 per week; or
 - (iii) 76 in 14 consecutive days; or
 - (iv) 152 in 28 consecutive days.
- (b) 20 minutes shall be allowed shift workers each shift for crib time which shall be counted as time worked.

17. MATERNITY LEAVE

(a) Eligibility for Maternity Leave

An employee who becomes pregnant, shall upon production to her employer of a certificate from a duly qualified medical practitioner stating the presumed date of her confinement, be entitled to maternity leave provided that she has had not less than 12 months' continuous service with that employer immediately preceding the date upon which she proceeds upon such leave.

For the purposes of this clause:

(i) An employee shall include a part-time employee but shall not include an employee engaged upon casual or seasonal work.

(ii) Maternity leave shall mean unpaid maternity leave.

(b) Period of leave and commencement of leave

(i) Subject to sub-clauses (c) and (f) hereof, the period of maternity leave shall be for an unbroken period of from 6 to 52 weeks and shall include a period of 6 weeks compulsory leave to be taken immediately following confinement.

(ii) An employee shall, not less than 10 weeks prior to the presumed date of confinement, give notice in writing to her employer stating the presumed date of confinement.

(iii) An employee shall give not less than 4 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.

(iv) 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 6 weeks immediately prior to her presumed date of confinement.

(v) 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 (iii) hereof, if such failure is occasioned by the confinement occurring earlier than the presumed date.

(c) Transfer to a safe job

Where in the opinion of a duly qualified 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 duly qualified medical practitioner. Such leave shall be treated as maternity leave for the purposes of sub-clauses (g), (h), (i) and (j) hereof.

(d) Variation of period of maternity leave

- (i) Provided the addition does not extend the maternity leave beyond 52 weeks, the period may be lengthened once only, save with the agreement of the employer, but the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be lengthened.
- (ii) The period of 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.

(e) 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 4 weeks from the date of notice in writing by the employee to the employer that she desires to resume work.

(f) 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

- (a) she shall be entitled to such period of unpaid leave (to be known as special maternity leave) as a duly qualified medical practitioner certifies as necessary before her return to work, or
 - (b) 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 duly qualified 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 duly qualified 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 52 weeks.
 - (iii) For the purposes of sub-clauses (g), (h) and (i) 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 sub-clause 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 sub-clause (c), to the position she held immediately before such transfer.

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 salary or wage to that of her former position.

(g) Maternity leave and other entitlements

Provided the aggregate of leave including leave taken pursuant to sub-clauses (c) and (f) hereof does not exceed 52 weeks:

- (i) An employee may, in lieu of or in conjunction with maternity leave, take any annual leave or any part thereof to which she is then entitled.

- (ii) Paid sick leave or other paid authorised award absences (excluding annual leave), shall not be available to an employee during her absence on maternity leave.

(h) Effect of maternity leave on employment

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 an award.

(i) 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.

(j) Return to work after maternity leave

- (i) An employee shall confirm her intention of returning to her work by notice in writing to the employer given not less than 4 weeks prior to the expiration of her period of maternity leave.
- (ii) An employee, upon 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 sub-clause (c) to the position which she held immediately before such transfer. 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 salary or wage to that of her former position.

(k) 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 under this sub-clause, 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 her rights under this clause, 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) Provided that nothing in this sub-clause shall be construed as requiring an employer to engage a replacement employee.
- (v) A replacement employee shall not be entitled to any of the rights conferred by this clause except where her employment continues beyond the 12 months' qualifying period.

18. MAXIMUM PAYMENT

- (a) Shift allowances and special rates shall not be subject to any premium or penalty additions.
- (b) Except as to penalty rates prescribed for day workers who perform work on Public Holidays mentioned in Clause 14 hereof, all rates prescribed by this award shall not exceed double the rate prescribed for the classification mentioned in Clause 8 (Wage Rates).

19. MIXED FUNCTIONS

An employee engaged in any day or shift on duties carrying a higher rate than his ordinary classification shall be paid the higher rate for such day or shift.

The provisions of this clause shall not apply in a manner so as to have the effect of reducing the rate of pay applicable to an employee for his classification on weekly hire without the employee first giving the employee concerned one week's notice of his intention to re-classify such employee. During the period of notice prescribed the employee shall retain the rate of pay applicable to his classification even though a lesser rate is prescribed for the function he performs during ordinary hours of work.

20. NIGHT WORK FOR OTHER THAN SHIFT WORKERS

Day workers who are required in lieu of ordinary day work to work at nights for periods of less than 5 consecutive nights shall be paid at the rates prescribed by sub-clause (a) and sub-clause (d)(i) of Clause 22 (Overtime), sub-clause (a), Clause 32 (Sunday Work) or Clause 15 (Holiday Work).

In this clause 'night' means any hours between 4.00 p.m. and 8.00 a.m.

21. NOTICE BOARD

The Company will provide suitable lock up notice boards in non-working areas designated by the employer for the posting and display of formal Union notices. Such notices shall be signed or countersigned by an accredited union representative. Any notice not so signed or countersigned may be removed by accredited union representatives or by the employer.

22. OVERTIME

- (a) Day Workers: Day workers for all time worked in excess of or outside the ordinary working hours and times prescribed by this award shall be paid at the rate of time and a half for the first 2 hours and double time thereafter.

In circumstances where day workers are required to work on rostered leisure days the provisions of sub-clause (b) (iv) herein shall apply.

- (b) Shift Workers: Shift workers for all time worked -
- (i) in excess of the ordinary working shift hours prescribed by this award; or
 - (ii) on more than 11 shifts in 12 consecutive days; or
 - (iii) on a rostered shift off, shall be paid at the rate of double time.

- (iv) On a rostered leisure day, shall be paid at the rate of double time when a worker has received less than five ordinary shifts notice of being required to work. Where five ordinary shifts notice has been given an employee required to work on a rostered leisure day, shall be paid at the rate of time and a half.

Provided that whatever an employee is required to work on a rostered leisure day he shall receive the next or previous ordinary working day in lieu.

- (c) The provisions of sub-clause (b) shall not apply when the time is worked,

- (i) by arrangement between the employees themselves; or
- (ii) for the purpose of effecting the customary rotation of shifts; or
- (iii) due to the fact that the relief man does not come on duty at the proper time.

Provided that, when not less than 6 hours' notice has been given to the employer by the relief man that he will be absent from work and the employee whom he should relieve is not relieved, the unrelieved employee shall be paid at overtime rates for all time on duty after he has finished his ordinary shift.

Provided further that this paragraph shall not apply in cases where the relief man can prove to the satisfaction of the employer that the circumstances were such that he was unable to give the requisite notice.

- (d) General -

- (i) When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least 10 consecutive hours off duty between the work of successive days.

An employee who works so much overtime between the termination of his ordinary work on one day and the commencement of his ordinary work on the next day that he has not had at least 10 consecutive hours off duty between those times shall, subject to this sub-clause, be released after completion of such overtime until he has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

If on the instruction of the employer such an employee resumes or continues work without having had such 10 consecutive hours off duty he shall be paid at double rates until he is released from duty for such period and he shall be entitled then to be absent until he has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

For the purposes of this sub-section 'in lieu of shifts' as provided for in Clause 20 hereof shall be considered as overtime.

- (ii) Where an employee continues to work on the instructions of his employer after working for 4 hours or more at overtime rates before his ordinary starting time, he shall be paid at double time for his work until he shall have been relieved for at least 10 hours: Provided that he shall not be entitled to payment for any such rest period.
- (iii) Subject to paragraph (ii) of this sub-clause:
 - (a) a day worker recalled on a Sunday, rostered leisure day or before 2 a.m. on the day to work overtime which extends for 4 hours or more and which ends after 9.30 p.m. on that day; or
 - (b) a shift worker recalled on a rostered day off or a rostered leisure day to work overtime which extends for 4 hours or more and which commenced not later than 6 hours prior to his next rostered ordinary shift;

shall be released after completion of such overtime until he has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

This paragraph has no application to ordinary time worked by employees working at night in accordance with Clause 20 of this award or rotating their shifts in accordance with a pre-arranged roster.

- (iv) Call Back: An employee recalled to work overtime after leaving his employer's business premises (whether notified before or after leaving the premises), shall be paid for a minimum of 4 hours work at the appropriate rate for each time he is so recalled; providing that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full 4 hours if the job he is recalled to perform is completed within a shorter period.

For the purpose of this sub-clause unforeseen circumstances shall be construed to mean circumstances in which an employee would ordinarily be recalled to work overtime in accordance with this sub-clause had there not been an employee already on the premises competent to perform such work.

An employee recalled to work overtime pursuant to this sub-section shall be paid at single time in accordance with the following scale whilst travelling to the plant:

Up to and including 15 km - 15 mins.
Over 15 km and up to 30 km - 30 mins.
Over 30 km and up to 45 km - 45 mins.
Over 45 km - 1 hour.

This sub-clause shall not apply in cases where it is customary for an employee to return to his employer's premises to perform a specific job outside his ordinary working hours, or where the overtime is continuous (subject to a reasonable meal break), with the completion or commencement of ordinary working time.

Overtime worked in the circumstances specified in this sub-clause shall not be regarded as overtime for the purposes of paragraph (i) of sub-clause (d) of this clause where the actual time worked is less than 4 hours.

- (v) An employee required to continue at work on overtime for more than 2 hours after his ordinary ceasing time shall be provided, free of cost, with a suitable meal and, if the work extends into a second meal break, another meal.

Provided that in the event of meals not being provided by the employer he shall pay to the employee a meal allowance at the rate of \$4.80 for the first and each subsequent meal.

- (vi) If an employee pursuant to notice has provided a meal and is not required to work overtime or is required to work less than 2 hours he shall be paid \$4.80 for the meal which he has provided but which is surplus.
- (vii) When an employee, after having worked overtime, or a shift for which he has not been regularly rostered, finishes work at a time when reasonable means of transport are not available, the employer shall provide him with a conveyance to his home, or pay him his current wage for the time reasonably occupied in reaching his home.

23. PAYMENT OF WAGES

- (a) All wages shall be paid weekly and in the employers time.
- (b) Each employee on day work, day shift and night shift shall be entitled to be paid within a quarter of an hour after clocking off. An employee not so paid shall be entitled to his ordinary time rate of wage until payment has been made. Employees on afternoon shift shall be paid before the time for commencing work on the pay day.

**24. REQUIREMENT TO WORK IN ACCORDANCE
WITH THE NEEDS OF THE INDUSTRY**

- (a) For the purpose of meeting the needs of the industry the employer may require any employee to work reasonable overtime, including work on Sundays and holidays, at the rate prescribed by this award and, unless reasonable excuse exists, the employee shall work in accordance with such requirements.
- (b) Subject to Clause 33 (Transfer of Day Workers from Day Work to Shift Work) hereof, for the purpose of meeting the needs of the industry, the employer may require any employee to transfer from one system of work to another system of work prescribed by the award at the rate applicable thereto, and, unless reasonable excuse exists, an employee shall transfer in accordance with such requirement.
- (c) Where a shift worker fails to report the commencement of his shift the unrelieved employee shall work on. Such employee shall not be required to work beyond 2 hours unless he so desires.

25. REST PERIOD

Day workers shall be allowed a 10 minute paid rest period during the first half of the day.

26. RIGHT OF ENTRY OF UNION OFFICIALS

- (a) A duly accredited union official shall have the right to enter the employer's premises during the following specified times -
 - (i) for the purpose of interviewing an accredited representative of the union, during the ordinary working hours of the employer.
 - (ii) for the purpose of interviewing employees other than specified in sub-section (i) hereof, during a recognised meal break.

Provided that where employees are working under a system of shift work which renders interviews impracticable during the meal break, such employees may be interviewed at a time which shall be mutually agreed upon between the employer and the representatives.

- (b) For the purpose of investigating complaints concerning the application of this award, a duly accredited union representative shall be offered reasonable facilities of entering an employer's workshop or plant during working hours, providing he discloses to the employer or his nominated representative the complaint he desires to investigate, and further that he makes his investigations in the presence of the employer's representative if the employer so desires.
- (c) The above right of entry is subject to the following conditions -
- (i) that he notifies the employer of his intentions to be present at the plant;
 - (ii) that he produces his authority to the Security Officer or such other person as may be appointed by the employer;
 - (iii) that he does not interfere with work proceedings in the workshop or plant;
 - (iv) that he conducts himself properly.
- (d) For the purpose of settling a dispute the accredited union representative and delegate may nominate the complainant who will be allowed to be interviewed in the presence of the employer or his nominated representative for 15 minutes to clarify the nature of the dispute. This sub-clause should not be construed in any way to permit on-site delegates permission to interview employees during normal hours of work.
- (e) Provided that if any of the forementioned conditions are breached, the employer may refuse the right of entry until such matter is determined in accordance with sub-clause (f) hereof.
- (f) In the event of a dispute in relation to any of the abovementioned provisions, such dispute shall be referred to the Tasmanian Industrial Commission for determination.

27. SATURDAY RATES FOR SHIFT WORKERS

Shift workers for their ordinary shift of 8 hours performed on Saturday shall be paid at the rate of time and a half, and the shift allowances prescribed in sub-clause 4, Clause 8 (Wage Rates) shall apply to such ordinary shift.

28. SHOP STEWARDS

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

29. SICK LEAVE

- (a) An employee 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) he shall not be entitled to such leave of absence for any period in respect of which he is entitled to workers' compensation;
 - (ii) he shall, within 48 hours of the commencement of such absence, inform the employer of his inability to attend for work, and as far as may be practicable, state the nature of the illness or injury and the estimated duration of the absence;
 - (iii) he shall prove to the satisfaction of the employer (or in the event of a dispute, the Tasmanian Industrial Commission), that he 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) he shall not be entitled in any year (whether in the employment of one employer or of more) to sick leave credit in excess of 80 hours of ordinary working time.
 - (v) For the purpose of administering paragraph (iv) of this sub-clause, an employer may within one month of this award coming into operation or within 2 weeks of the employee entering his employment require an employee to make a sworn declaration or other written statement as to what paid leave of absence he has had from any employer during the then current year, and upon such statement the employer shall be entitled to rely and act.

- (vi) where genuine illness prevents a continuous shift worker from attending work on his compulsory twentieth rostered shift the employee shall be paid 8 ordinary hours pay.
- (b) sick leave shall accumulate from year to year so that any balance of the period specified in sub-clause (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 employment, or for any time an employee is absent from work without producing satisfactory evidence of personal illness.

30. SPECIAL RATES AND PROTECTIVE CLOTHING

Section A - Maintenance (other than those specified in Section B Classifications)

- (i) Confined Spaces: 'Confined Space' means a compartment space or place the dimensions of which necessitate an employee working in a stooped or otherwise cramped position or without proper ventilation.

Employees covered by this section if required to work in a confined space (as defined) shall be paid an additional amount at the rate of 34.5 cents per hour.

- (ii) Dirty work: Employees covered by this section if required to do work which a foreman and workman will agree is of an unusually dirty or offensive nature shall be paid at the rate of 25.5 cents per hour extra.

In case of disagreement between the foreman and employee, the employee or shop steward on his behalf shall be entitled within 24 hours, to ask for a decision on the employee's claim by the employer's industrial officer (if there be one) or otherwise by the employer or the executive officer responsible for the management or superintendence of the plant concerned. In such a case a decision shall be given on the employee's claim within 48 hours of it being asked for unless that time expires on a non-working day, in which case it shall be given during the next working day, or else the said allowance shall be paid.

Any dispute arising under this sub-section as to whether the work is of an unusually dirty or offensive nature shall be referred to the Tasmanian Industrial Commission.

- (iii) Height Money: Employees covered by this section other than linesmen, linesmen's assistants, riggers and splicers engaged in the construction, erection, repair and/or maintenance, as the case may be, of steel frame buildings or other structures at a height of 15.24 metres or more directly above the nearest horizontal plane shall be paid at the rate of 17.5 cents per hour extra.
- (iv) Hot Work: Employees covered by this section, if working for more than one hour in the shade in places where the temperature is raised by artificial means to between 46 degrees Celsius and 54 degrees 25.5 cents per hour extra; in places where the temperature exceeds 54 degrees Celsius 34.5 cents per hour extra. Where work continues for more than 2 hours in temperatures exceeding 54 degrees Celsius employees shall also be entitled to 20 minutes rest after every 2 hours work without deduction of pay.

The temperature shall be decided by the foreman of the work after consultation with the employees who claim the extra rates.
- (v) Furnace Repairs: Employees covered by this section working between the furnace cover and the smoke hood and on mud guns, tap holes, launders, and valve box surrounds where the temperature is raised by artificial means to 52 degrees Celsius or more shall during ordinary working hours be paid at the rate of time and a half provided that when such work is performed on overtime the provisions of sub-section (iv), Section B shall apply.
- (vi) Wet Places: Where an employee covered by this section is required to work in a place where it is necessary to wear suitable and effective protective clothing and/or footwear he shall be supplied with same by the employer.
- (vii) An employee required to work on a bosun's chair or light swing stage scaffold shall be paid \$1.94 for the first 4 hours and 39 cents per hour thereafter on any shift.
- (viii) Employees engaged on ship repairs shall be paid the following additional amounts per day or part of a day:-

Tradesman	\$1.38
other classifications	\$1.15

Section B - Classifications other than those covered by 'A' above.

- (i) Hot Work: 'Hot Work', for the purpose of this paragraph is work done in places where the temperature raised by artificial means is above 49 degrees Celsius.

Employees other than those covered by sub-section (iv) of this section, whilst engaged on hot work in connection with furnace repair or demolition work shall receive an additional rate of 25.5 cents per hour.

- (ii) Wet Places: Employees required to work in wet places where the depth of water is such that the rubber or other protective footwear supplied by the employer does not afford protection shall be paid an additional amount of 25.5 cents per hour extra. Provided that an employee engaged on the cleaning of the gas scrubbers shall be paid an additional rate of 38 cents per hour.
- (iii) Stacks - Demolition: Employees engaged inside stacks on the demolition of brickwork shall be paid an additional amount of 19 cents per hour.
- (iv) Furnace Repairs - Bricklayers: Bricklayers working on repairs to or demolition of furnaces where the temperature is raised by artificial means to 52 degrees Celsius or more shall, during ordinary working hours be paid at the rate of time and a half, and thereafter at overtime rates in addition to which the provisions of sub-section (i) of Section B shall apply.
- (v) 'Metal Bays' - Front end loader drivers whilst involved in the digging out of metal bays in Nos. 1, 2 and 3 furnace areas shall be paid an additional rate of 51 cents per hour.

Section C - All Classifications

- (i) Toxic Substances: Employees directly handling toxic substances, epoxy based materials, asbestos tape and asbestos cloth, or whilst cutting and/or drilling asbestos sheeting shall be paid an additional rate of 41 cents per hour.
- (ii) Toxic Substances - Close Proximity: Employees whilst working in close proximity (i.e. within 2 metres) to employees using toxic substances as specified in (i) above shall be paid an additional rate of 27.5 cents per hour.

- (iii) Case Fitting Platform Allowance: Employees working on the case fitting platform whilst engaged in case fitting and/or the application of electrode paste to the electrode columns in the Nos. 3 and 5 furnace buildings shall be paid an additional rate of 34.5 cents per hour.

Section D - General

- (i) The special rates set out in Sections 'A', 'B' and 'C' above shall not be subject to any further premium or penalty additions.
- (ii) Where more than one of the disabilities entitling an employee to extra rates exist on the same job the employer shall be bound to pay only one rate, namely, the highest for the disabilities so prevailing. Provided that this sub-clause shall not apply to cold places, confined spaces, dirty work, height money, hot places or wet places the rates for which are cumulative.

31. STANDING BY

An employee required to hold himself in readiness to work after ordinary hours shall until released be paid standing-by time at ordinary rates from the time from which he is to hold himself in readiness.

32. SUNDAY WORK

- (a) Day workers and shift workers shall be paid at the rate of double time for all work done on Sunday.
- (b) The shift allowances prescribed in sub-clause 4 Clause 8 (Wage Rates) shall apply to an ordinary shift of 8 hours performed on a Sunday.

33. TRANSFER OF DAY WORKERS FROM DAY WORK TO SHIFT WORK

Day workers may be employed as and become shift workers for a period of not less than 5 shifts and paid accordingly.

Provided that where an employee has not been given one week's notice of the employer's intention to transfer the employee from day work to shift work the provisions of sub-clause (a), Clause 22 (Overtime), sub-clause (a), Clause 32 (Sunday Work) or Clause 15 (Holiday Work) hereof shall apply.

