TASMANIAN INDUSTRIAL COMMISSION

Industrial Relations Act 1984
s.23 application for award variation

Australian Mines and Metals Association (Incorporated)
(T6132 of 1996)

TEMCO ENTERPRISE AWARD

Award variation - wage rates - classifications and payments - consent matter - award varied - operative fftp 6 June 1996

ORDER BY CONSENT -

No. 2 of 1996
(Consolidated)

NEW CLAUSES ARE SUBSTITUTED FOR CLAUSES 8 AND 11 OF THIS AWARD, ALL OTHER CLAUSES ARE VARIED, AND THE AWARD IS CONSOLIDATED:
1. **TITLE**

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

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.

3. **ARRANGEMENT**

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4. **DATE OF OPERATION**

This award shall come into operation from the first full pay period to commence on or after 6 June 1996.

5. **SUPERSESSION AND SAVINGS**

This award incorporates and supersedes No 4 of 1995 (Consolidated) and No. 1 of 1996.

**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.

6. **PARTIES AND PERSONS BOUND**

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

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

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

‘Career Structure’ means -

(a) Principles

The following principles underpin the Career Structure:

(i) all employees shall share the same classification of employee, albeit on different grades to reflect their varying skill, competence and training; and

(ii) all 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 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 Skills 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 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 employees.

Training opportunities will be identified by the Supervisor in consultation with the employee; and

(ix) 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 - Salaries, subclause (a) - Adult Employees of this award may be raised.

(b) Career Structure Format

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

There are then nine subsequent grades.

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

Classification Grades

The following classification grades are defined as follows:

*Entry Grade* means this Grade is the entry point for a 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.

*Grade 1* means to qualify at Grade 1 a non trade Production 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.
To qualify at Grade 1 a non trade Maintenance employee will have been credited with at least one hundred (100) hours of training of which seventy five (75) hours must be in Core Skills.

'Grade 2' means to qualify at Grade 2 a non trade Production 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.

To qualify at Grade 2 a non trade Maintenance employee will have been credited with at least two hundred (200) hours of training of which one hundred and fifty (150) hours must be in Core Skills.

'Grade 3' means -

Non Trade

(i) To qualify at Grade 3 a non trade Production employee will have been credited with at least fifty (50) points from the applicable Career Path Model, at least forty five (45) of which must be in Core Skills.

(ii) To qualify at Grade 3 a non trade Maintenance employee will have been credited with at least three hundred (300) hours of training, of which at least two hundred and twenty five (225) hours must be in Core Skills. This grade is the ceiling for non trade Maintenance employees.

Trade

(iii) This Grade is the entry point for a trade employee. Employees at this Grade will undertake Induction Training for which there are no Training Hours 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 hours from the model when they can demonstrate competence in the skills required.

'Grade 4' means -

Non Trade

(i) To qualify at Grade 4 a 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.

Trade

(ii) To qualify at Grade 4 a trade employee will have been credited with at least one hundred (100) hours, of which seventy five (75) must be Core Hours from the applicable Career Path Model, all of which must be in Core Skills.
'Grade 5' means -

Non Trade

(i) To qualify at Grade 5 a 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 non trade employees in other than Maintenance.

Trade

(ii) To qualify at Grade 5 a trade employee will have been credited with at least two hundred (200) hours, of which one hundred and fifty (150) must be Core Hours from the applicable Career Path Model, all of which must be in Core Skills.

'Grade 6' means to qualify at Grade 6 a trade employee will have been credited with at least three hundred (300) hours, of which two hundred and twenty five (225) must be Core Hours from the applicable Career Path Model, all of which must be in Core Skills.

'Grade 7' means to qualify at Grade 7 a trade employee will have been credited with at least four hundred (400) hours, of which three hundred (300) must be Core Hours from the applicable Career Path Model, all of which must be in Core Skills.

'Grade 8' means to qualify at Grade 8 a trade employee will have been credited with at least five hundred (500) hours, of which three hundred and seventy five (375) must be Core Hours from the applicable Career Path Model, all of which must be in Core Skills.

'Grade 9' means to qualify at Grade 9 a trade employee will have been credited with an Associate Diploma of Engineering or at least six hundred (600) hours, of which four hundred and fifty (450) must be Core Hours from the applicable Career Path Model, all of which must be in Core Skills.

8. SALARIES

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

The following classification grades and salaries shall apply to employees:
This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

(a) Adult Employees (excluding Adult Apprentice Employees)

<table>
<thead>
<tr>
<th>Classification</th>
<th>All Inclusive Total Salary (per annum)</th>
<th>Shift Work Payment (per annum where applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adult Employee</td>
<td></td>
<td>7 day continuous</td>
</tr>
<tr>
<td></td>
<td></td>
<td>7 day shift</td>
</tr>
<tr>
<td>Entry</td>
<td>$24,200</td>
<td>$10,000</td>
</tr>
<tr>
<td>Grade 1</td>
<td>$29,700</td>
<td>$10,600</td>
</tr>
<tr>
<td>Grade 2</td>
<td>$31,000</td>
<td>$11,200</td>
</tr>
<tr>
<td>Grade 3</td>
<td>$32,400</td>
<td>$11,800</td>
</tr>
<tr>
<td>Grade 4</td>
<td>$33,800</td>
<td>$12,300</td>
</tr>
<tr>
<td>Grade 5</td>
<td>$35,100</td>
<td>$12,900</td>
</tr>
<tr>
<td>Grade 6</td>
<td>$36,500</td>
<td>$13,500</td>
</tr>
<tr>
<td>Grade 7</td>
<td>$38,000</td>
<td>$14,200</td>
</tr>
<tr>
<td>Grade 8</td>
<td>$39,600</td>
<td>$14,900</td>
</tr>
<tr>
<td>Grade 9</td>
<td>$41,300</td>
<td>$15,600</td>
</tr>
</tbody>
</table>

(b) Adult Apprentice Employees

<table>
<thead>
<tr>
<th>Classification</th>
<th>All Inclusive Total Salary (per annum)</th>
<th>Shift Work Payment (per annum where applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>7 day continuous</td>
</tr>
<tr>
<td></td>
<td></td>
<td>7 day shift</td>
</tr>
<tr>
<td>1st Year of Apprenticeship (i)</td>
<td>$29,800</td>
<td>NOT APPLICABLE</td>
</tr>
<tr>
<td>2nd Year of Apprenticeship (ii)</td>
<td>$30,500</td>
<td>NOT APPLICABLE</td>
</tr>
<tr>
<td>3rd year of Apprenticeship (iii)</td>
<td>$31,100</td>
<td>$11,300</td>
</tr>
<tr>
<td>4th Year of Apprenticeship (iv)</td>
<td>$31,800</td>
<td>$11,600</td>
</tr>
</tbody>
</table>

(i) 92% of Grade 3 Salary
(ii) 94% of Grade 3 Salary
(iii) 96% of Grade 3 Salary
(iv) 98% of Grade 3 Salary
(c) Youth Apprentice Employees (up to 21 years of age at commencement with TEMCO)

<table>
<thead>
<tr>
<th>Classification</th>
<th>All Inclusive Total Salary (per annum)</th>
<th>Shift Work Payment (per annum where applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Youth Apprentice</td>
<td></td>
<td>7 day continuous</td>
</tr>
<tr>
<td>1st Year of Apprenticeship (i)</td>
<td>$11,300</td>
<td>NOT APPLICABLE</td>
</tr>
<tr>
<td>2nd Year of Apprenticeship (ii)</td>
<td>$16,200</td>
<td>NOT APPLICABLE</td>
</tr>
<tr>
<td>3rd year of Apprenticeship (iii)</td>
<td>$21,100</td>
<td>$7,700</td>
</tr>
<tr>
<td>4th Year of Apprenticeship (iv)</td>
<td>$25,900</td>
<td>$9,400</td>
</tr>
</tbody>
</table>

(i) 35% of Grade 3 Salary  
(ii) 50% of Grade 3 Salary  
(iii) 65% of Grade 3 Salary  
(iv) 80% of Grade 3 Salary

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

<table>
<thead>
<tr>
<th>Classification</th>
<th>All Inclusive Total Salary (per annum)</th>
<th>Shift Work Payment (per annum where applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Junior Employee</td>
<td></td>
<td>7 day continuous</td>
</tr>
<tr>
<td>1st Year of Employment (i)</td>
<td>$8,500</td>
<td>NOT APPLICABLE</td>
</tr>
<tr>
<td>2nd Year of Employment (ii)</td>
<td>$12,100</td>
<td>$5,000</td>
</tr>
<tr>
<td>Employment as an Adult (iii)</td>
<td>$24,200</td>
<td>$10,000</td>
</tr>
</tbody>
</table>

(i) 35% of Grade Entry Salary  
(ii) 50% of Grade Entry Salary and shift work payments  
(iii) 100% of Grade Entry Salary and Shift Work Payments
(e) Part Time Employees

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

(i) Salary

\[ P \times S \]
\[ \frac{80}{80} \]

Where \( P = \) Part Time Employee's Standard Fortnightly Hours

\[ S = \text{Total Salary for the applicable grade of Employee on Full Time Work.} \]

(ii) Shift Work Payments (if applicable)

\[ H \times T \]
\[ \frac{84}{84} \]

Where \( H = \) Part Time Employee's Standard Fortnightly Hours

\[ T = \text{Total applicable Shift Work payment of Employee on full time work in the same grade.} \]

(iii) PC & S Shift Payment (for alternate weeks of 3 x 12 and 4 x 12 all worked Monday-Friday)

<table>
<thead>
<tr>
<th>Entry</th>
<th>Annually</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grade 1</td>
<td>$4,400</td>
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<tr>
<td>Grade 2</td>
<td>$4,600</td>
</tr>
<tr>
<td>Grade 3</td>
<td>$4,900</td>
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<tr>
<td>Grade 4</td>
<td>$5,200</td>
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<tr>
<td>Grade 5</td>
<td>$5,500</td>
</tr>
<tr>
<td>Grade 6</td>
<td>$5,800</td>
</tr>
</tbody>
</table>
(f) Supported Wage System

(i) Eligibility Criteria

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

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

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

(ii) For the Purposes of this subclause:

'Accredited Assessor' means a person accredited by the management unit established by the Commonwealth under the Supported Wage System to perform assessments of an individual's productive capacity within the Supported Wage System.

'Assessment instrument' means the form provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.

'Disability Support Pension' means the pension available under the Commonwealth pension scheme to provide income security for persons with a disability as provided under the Social Security Act 1991, as amended from time to time, or any successor to that scheme.

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

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

<table>
<thead>
<tr>
<th>Assessed capacity (paragraph (iv))</th>
<th>% of prescribed award rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>10%</td>
<td>10%</td>
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<tr>
<td>20%</td>
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<td>70%</td>
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<tr>
<td>80%</td>
<td>80%</td>
</tr>
<tr>
<td>90%</td>
<td>90%</td>
</tr>
</tbody>
</table>

PROVIDED that the minimum amount payable shall be not less than $45 per week.

(iv) Assessment Of Capacity

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

(1) the employer and a union party to the award, in consultation with the employee or, if desired by any of these;

(2) the employer and an accredited Assessor from a panel agreed by the parties to the award and the employee.

(v) Lodgment Of Assessment Instrument

(1) All assessment instruments under the conditions of this subclause, including the appropriate percentage of the award wage to be paid to the employee, shall be lodged by the employer with the Registrar of the Tasmanian Industrial Commission.

(2) All assessment instruments shall be agreed and signed by the parties to the assessment, provided that where a union which is party to the award, is not a party to the assessment, it shall be referred by the Registrar of the Tasmanian Industrial Commission to the union by certified mail and shall take effect unless an objection is notified to the Registrar of the Tasmanian Industrial Commission within 10 working days.
(vi) Review Of Assessment

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

(vii) Other Terms And Conditions Of Employment

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

(viii) Workplace Adjustment

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

(ix) Trial Period

(1) In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this subclause for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding 4 weeks) may be needed.

(2) During that trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined in accordance with paragraphs (iv) and (v).

(3) The minimum amount payable to the employee during the trial period shall be no less than $45 per week or such greater amount as is agreed from time to time between the parties.

(4) Work trials should include induction or training as appropriate to the job being trialed.

(5) Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under paragraph (iii) hereof.
9. ALLOWANCES, SPECIAL RATES AND PAYMENTS, TRAVEL EXPENSES

(a) Allowances, Special Rates And Payments

The salaries and shift work payments prescribed by Clause 8 - Salaries 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 subclause (b) - Travel Expenses of this clause); and

(vii) all allowances and payments associated directly or indirectly with travelling (other than as provided by subclause (b) - Travel Expenses of this clause); 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) annual leave loading; and

(xvii) mixed functions payments; and

(xviii) all payments for or in connection with recall to work.
(b) Travel Expenses

Employees who use their personal vehicle to travel to and from work in the manner provided by Clause 14 - Hours of Work, subclause (e) - General, paragraph (iii) - Reimbursement of Expenses of this award will be entitled, upon making application, to reimbursement of their travel expenses in accordance with the following:

<table>
<thead>
<tr>
<th>Travel from and return</th>
<th>Reimbursement per Return Trip</th>
</tr>
</thead>
<tbody>
<tr>
<td>George Town (including Low Head)</td>
<td>$10.00</td>
</tr>
<tr>
<td>East Tamar (excluding George Town and Low Head)</td>
<td>$20.00</td>
</tr>
<tr>
<td>West Tamar</td>
<td>$25.00</td>
</tr>
<tr>
<td>Launceston and beyond</td>
<td>$30.00</td>
</tr>
</tbody>
</table>

10. CONTRACT OF EMPLOYMENT

(a) Employment Obligations

To affect an efficient, smooth operation each 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 an 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.

(b) Fortnightly Employment

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

(c) Short Term Employment

(i) short term employees may be engaged on a fortnightly basis for periods of up to twelve (12) months; and

(ii) short term employees may be engaged on a daily basis for periods of up to one (1) week.
(d) Trial Period

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

(e) Termination

Employment shall be terminated by a fortnight's notice (or a day's notice in the case of daily employed short term employees) given by the 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 employees), as the case may be.

Where an employee has given notice or been given notice, employment will continue until the notice expires. If the 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 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.

An 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.

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

(f) 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 an employee is stood down.

(g) Non-Attendance At Work

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

(h) Telephone Accessibility

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

(i) Training Requirements

Each new employee shall participate in relevant training programs.
11. 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.

12. 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 employees directly affected agree:

(a) the change shall be implemented as soon as practicable; and

(b) 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.

13. 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.

14. HOURS OF WORK

(a) Day Work

   (i) Standard Working Hours

   (1) standard rostered hours of day workers shall average eighty (80) per fortnight in any twelve month period; and

   (2) 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

(3) 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

(4) 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 (3) of this paragraph, including on Saturdays, Sundays and/or Public Holidays; and

(5) TEMCO will not unreasonably require day workers to work outside the span prescribed by subparagraph (3) of this paragraph, 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.

(ii) Additional Working Hours

(1) 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:

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

(2) 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
(3) such additional hours may be required by TEMCO at any time for absentee relief, emergency, urgent, or compelling reasons; and

(4) unless by agreement, day workers will not be required to work greater than twenty four (24) additional hours per fortnight; and

(5) 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

(6) the requirement to work additional hours has specifically been taken into account in determining payments under this award.

(iii) 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 subclause (a) - Day Work, paragraph (i) - Standard Working Hours, subparagraph (3) of this clause, 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.

(b) Part Time Work

(i) Standard Working Hours

(1) standard rostered hours of part time employees shall not exceed sixty four (64) per fortnight; and

(2) 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

(3) 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

(4) 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

(5) 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
(6) unless by agreement, full time employees will not be required to become part time employees.

(ii) Additional Working Hours

(1) 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:

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

(2) additional hours shall be any hours worked beyond the standard rostered hours per fortnight; and

(3) such additional hours may be required by TEMCO at any time for absentee relief, emergency, urgent, or compelling reasons; and

(4) unless by agreement, part time employees will not be required to work greater than twenty four (24) additional hours per fortnight; and

(5) 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

(6) the requirement to work additional hours has specifically been taken into account in determining payments under this award.

(iii) 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.

(c) 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.

(d) Shift Work

(i) Standard Working Hours

(1) 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

(2) Standard hours for shift workers may be varied on any day where this is required for absentee relief, emergency, urgent or compelling reasons; and

(3) Standard hours of shift workers will not normally exceed twelve per day (including the paid meal breaks); and

(4) 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.

(ii) Additional Working Hours

(1) 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:

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

(2) Additional Hours Shall Be:

(A) any hours worked on days for which standard hours are not rostered in accordance with either subclause (d) - Shift Work, paragraph (i) - Standard Working Hours, subparagraph (1) or subclause (d) - Shift Work, paragraph (ii) - Additional Working Hours, subparagraph (2) of this clause; and

(B) any hours worked in excess of twelve (12) on a day for which standard hours are rostered in accordance with either subclause (d) - Shift Work, paragraph (i) - Standard Working Hours, subparagraph (1) or subclause (d) - Shift Work, paragraph (ii) - Additional Working Hours, subparagraph (2) of this clause; and

(3) such additional hours may be required by TEMCO at any time for absentee relief, emergency, urgent or compelling reasons; and

(4) unless by agreement, shift workers will not be required to work greater than twenty four (24) additional hours per fortnight; and

(5) 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

(6) the requirement to work additional hours has specifically been taken into account in determining payments under this award.

(iii) 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.

(iv) Swapping Of Shifts

(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.

(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.

(v) Giving Away of Shifts

A shift worker 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.

(e) General

(i) 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:

(1) where the employees did not have at least twelve hours notice of the requirement, prior to leaving home that day for work; and

(2) 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.

(ii) Provision of Transport

Where employees:

(1) leave home for work on any day without having been advised of the requirement to work additional or varied hours; and

(2) 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.
(iii) Reimbursement Of Travel Expenses

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

(1) a call out; or

(2) 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 9 - Allowances, Special Rates and Payments, Travel Expenses, subclause (b) - Travel Expenses of this award.

(iv) 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.

(v) Transfer Between Day Work And Shift Work

(1) TEMCO may transfer day work employees to shift work for one or more shifts as required; and

(2) TEMCO may transfer shift work employees to day work for one or more days as required; and

(3) 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.

(vi) 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 14 - Hours of Work of this award.
(vii) Shift Change

(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.

(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.

(viii) 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:

(1) endanger the lives of other employees; or

(2) 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.

(ix) 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.
(x) 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 - Salaries 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.

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

15. LEAVE PROVISIONS

(a) Annual Leave

(i) Leave Entitlement

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

(A) Day Workers

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

(B) Shift Workers - Working Rostered Shifts

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

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

(2) Short Term Employees

Notwithstanding anything contained elsewhere in this award, short term employees shall be paid all annual leave entitlements in lieu on termination.
(3) Part Time Employees

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

(ii) Accrual Period

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

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

(iii) Taking Of Leave

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

(iv) Calculation Of Continuous Service

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

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

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

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

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

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

(v) Service For Which Annual Leave Does Not Accrue

Any absences under subclause (a) - Annual Leave, paragraph (iv) - Calculation of Continuous Service, subparagraph (2) of this clause, for which payment is not made, shall not accrue annual leave entitlements.
Any absences under subclause (a) - Annual Leave, paragraph (iv) - Calculation of Continuous Service, subparagraph (4) and subclause (a) - Annual Leave, paragraph (iv) - Calculation of Continuous Service, subparagraph (5) of this clause shall not accrue annual leave entitlements.

(vi) Payment In Lieu Prohibited

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

(vii) Time Of Taking Annual Leave

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

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

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

(viii) Annual Leave Before Due Date

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

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

(ix) Payment For Period Of Annual Leave

(1) Form Of Payment

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

(2) Method Of Payment

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

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

(x) Proportionate Leave On Termination

(1) Service Less Than One Fortnight

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

(2) Calculation Of Proportionate Leave

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

(xi) Close Down

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

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

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

(xii) Injury Or Illness During Annual Leave

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

(b) Compassionate Leave

(i) Eligibility For Compassionate Leave

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

(2) TEMCO reserves the right to make other paid or unpaid compassionate leave available, dependent upon the individual circumstances.
(ii) 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 employee for rostered attendance at work had it not been for the Compassionate Leave.

(c) Jury Service

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

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

(d) Holidays With Pay

(i) Application

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

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

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

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

PROVIDED that:

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

OR

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

Employees in this category shall work on days observed as holidays with pay in accordance with their roster.

(ii) Prescribed Holidays With Pay

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

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

(iii) Payment For Holidays With Pay

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

(iv) Changes To Holidays With Pay

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

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

PART A - MATERNITY LEAVE

(i) Nature of Leave

Maternity leave is unpaid leave.

(ii) Definitions

For the purpose of this part:

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

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

(1) any period of leave taken in accordance with this subclause;

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

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

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

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

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

(iii) Eligibility for Maternity Leave

(1) An employee who becomes pregnant, upon production to her employer of the certificate required by paragraph (iv) hereof, shall be entitled to a period of up to 52 weeks maternity leave provided that such leave shall not extend beyond the child’s first birthday. This entitlement shall be reduced by any period of paternity leave taken by the employee's spouse in relation to the same child and apart from paternity leave of up to one week at the time of confinement shall not be taken concurrently with paternity leave.
(2) Subject to paragraphs (vi) and (ix) hereof the period of maternity leave shall be unbroken and shall, immediately following confinement, include a period of six weeks compulsory leave.

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

(iv) Certificate

At the time specified in paragraph (v) hereof the employee must produce to her employer:

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

(2) a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.

(v) Notice Requirements

(1) An employee shall, not less than ten weeks prior to the presumed date of confinement, produce to her employer the certificate referred to in subparagraph (iv)(1).

(2) An employee shall give not less than four weeks notice in writing to her employer of the date upon which she proposes to commence maternity leave stating the period of leave to be taken and shall, at the same time, produce to her employer the statutory declaration referred to in subparagraph (iv)(2).

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

(4) An employee shall not be in breach of this subclause as a consequence of failure to give the stipulated period of notice in accordance with subparagraph (2) hereof if such failure is occasioned by the confinement occurring earlier than the presumed date.

(vi) Transfer to a safe job

Where in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee shall, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.
If the transfer to a safe job is not practicable, the employee may, or the employer may require the employee to, take leave for such period as is certified necessary by a registered medical practitioner. Such leave shall be treated as maternity leave for the purposes of paragraphs (x), (xi), (xii), and (xiii) hereof.

(vii) Variation of Period of Maternity Leave

(1) Provided the maximum period of maternity leave does not exceed the period to which the employee is entitled under paragraph (iii) hereof:

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

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

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

(viii) Cancellation of Maternity Leave

(1) 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.

(2) 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.

(ix) Special Maternity Leave and Sick Leave

(1) Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child then:

(A) she shall be entitled to such period of unpaid leave (to be known as special maternity leave) as a registered medical practitioner certifies as necessary before her return to work; or

(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 registered medical practitioner certifies as necessary before her return to work.
(2) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take such paid sick leave as to which she is then entitled and such further unpaid leave (to be known as special maternity leave) as a registered medical practitioner certifies as necessary before her return to work, provided that the aggregate of paid sick leave, special maternity leave and maternity leave shall not exceed the period to which the employee is entitled under paragraph (iii) hereof.

(3) For the purposes of paragraphs (x), (xi) and (xii) hereof, maternity leave shall include special maternity leave.

(4) An employee returning to work after the completion of a period of leave taken pursuant to this paragraph 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 paragraph (vi) hereof, to the position she held immediately before such transfer.

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

(x) Maternity Leave and Other Leave Entitlements

(1) Provided the aggregate of any leave including leave taken under this part, does not exceed the period to which the employee is entitled under paragraph (iii) hereof, an employee may, in lieu of or in conjunction with maternity leave, take any annual leave or long service leave or any part thereof to which she is entitled.

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

(xii) Termination of Employment

(1) 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.
(2) 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.

(xiii) Return to Work After Maternity Leave

(1) An employee shall confirm her intention of returning to work by notice in writing to the employer given not less than four (4) weeks prior to the expiration of her period of maternity leave.

(2) An employee, upon returning to work after maternity leave or the expiration of the notice required by subparagraph (1) 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 paragraph (vi) hereof, to the position which she held immediately before such transfer or in relation to an employee who has worked part-time during the pregnancy the position she held immediately before commencing such part-time work.

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

(xiv) Replacement Employees

(1) A replacement employee is an employee specifically engaged as a result of an employee proceeding on maternity leave.

(2) Before an employer engages a replacement employee the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

(3) Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising her rights under this part, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.

(4) Nothing in this part shall be construed as requiring an employer to engage a replacement employee.
PART B - PATERNITY LEAVE

(i) Nature of Leave

Paternity leave is unpaid leave.

(ii) Definitions

For the purpose of this part:

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

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

(1) any period of leave taken in accordance with this subclause;

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

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

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

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

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

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

(iii) Eligibility for Paternity Leave

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

(1) an unbroken period of up to one week at the time of confinement of his spouse;

(2) a further unbroken period of up to 51 weeks in order to be the primary care-giver of a child provided that such leave shall not extend beyond the child's first birthday. This entitlement shall be reduced by any period of maternity leave taken by the employee's spouse and shall not be taken concurrently with that maternity leave.
The employee must have had at least 12 months continuous service with that employer immediately preceding the date upon which he proceeds upon either period of leave.

(iv) Certification

At the time specified in paragraph (v) the employee must produce to his employer:

(1) a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement or states the date of which the birth took place;

(2) in relation to any period to be taken under subparagraph (iii)(2) hereof, a statutory declaration stating:

(A) he will take that period of paternity leave to become the primary care-giver of the child;

(B) particulars of any period of maternity leave sought or taken by his spouse; and

(C) for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

(v) Notice Requirements

(1) The employee shall, not less than ten weeks prior to each proposed period of leave, give the employer notice in writing stating the dates on which he proposes to start and finish the period or periods of leave and produce the certificate and statutory declaration required in paragraph (iv) hereof.

(2) The employee shall not be in breach of this paragraph as a consequence of failure to give the notice required in subparagraph (1) hereof if such failure is due to:

(A) the birth occurring earlier than the expected date; or

(B) the death of the mother or the child; or

(C) other compelling circumstances.

(3) The employee shall immediately notify his employer of any change in the information provided pursuant to paragraph (iv) hereof.
(vi) Variation of Period of Paternity Leave

(1) Provided the maximum period of paternity leave does not exceed the period to which the employee is entitled under paragraph (iii) hereof:

(A) the period of paternity leave provided by subparagraph (iii)(2) may be lengthened once only by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be lengthened;

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

(2) The period of paternity leave taken under subparagraph (iii)(2) hereof may, with the consent of the employer, be shortened by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be shortened.

(vii) Cancellation of Paternity Leave

Paternity leave, applied for under subparagraph (iii)(2) hereof but not commenced, shall be cancelled when the pregnancy of the employee's spouse terminates other than by the birth of a living child.

(viii) Paternity Leave and Other Leave Entitlements

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

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

(ix) Effect of Paternity Leave on Employment

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

(x) Termination of Employment

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

(xi) Return to Work after Paternity Leave

(1) An employee shall confirm his intention of returning to work by notice in
writing to the employer given not less than four weeks prior to the
expiration of the period of paternity leave provided by subparagraph
(iii)(2) hereof.

(2) An employee, upon returning to work after paternity leave or the
expiration of the notice required by subparagraph (1) hereof, shall be
entitled to the position which he held immediately before proceeding on
paternity leave, or in relation to an employee who has worked part-time
under this subclause to the position he held immediately before
commencing such part-time work.

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

(xii) Replacement Employees

(1) A replacement employee is an employee specifically engaged as a result
of an employee proceeding on paternity leave.

(2) Before an employer engages a replacement employee the employer shall
inform that person of the temporary nature of the employment and of
the rights of the employee who is being replaced.

(3) Before an employer engages a person to replace an employee
temporarily promoted or transferred in order to replace an employee
exercising his rights under this part, the employer shall inform that
person of the temporary nature of the promotion or transfer and of the
rights of the employee who is being replaced.

(4) Nothing in this part shall be construed as requiring an employer to
engage a replacement employee.
PART C - ADOPTION LEAVE

(i) Nature of Leave

Adoption leave is unpaid leave.

(ii) Definitions

For the purpose of this part:

‘Child’ means a person under the age of five years who is placed with the employee for the purposes of adoption, other than a child or stepchild of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.

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

(1) any period of leave taken in accordance with this subclause;
(2) any period of part-time employment worked in accordance with this subclause, or
(3) any period of leave or absence authorised by the employer or by the award.

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

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

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

‘Spouse’ includes a de facto spouse.

(iii) Eligibility

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

(1) an unbroken period of up to three weeks at the time of the placement of the child;
(2) an unbroken period of up to 52 weeks from the time of the child’s placement in order to be the primary care-giver of the child. This leave shall not extend beyond one year after the placement of the child and shall not be taken concurrently with adoption leave taken by the employee’s spouse in relation to the same child. This entitlement of up to 52 weeks shall be reduced by:

(A) any period of leave taken pursuant to subparagraph (1) hereof; and

(B) the aggregate of any periods of adoption leave taken or to be taken by the employee's spouse;

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

(iv) Certification

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

(1) (A) A statement from an adoption agency or other appropriate body of the presumed date of placement of the child with the employee for adoption purposes; or

(B) a statement from the appropriate government authority confirming that the employee is to have custody of the child pending application for an adoption order.

(2) In relation to any period to be taken under subparagraph (iii)(2) hereof, a statutory declaration stating:

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

(B) particulars of any period of adoption leave sought or taken by the employee's spouse; and

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

(v) Notice Requirements

(1) Upon receiving notice of approval for adoption purposes, an employee shall notify the employer of such approval and within two months of such approval, shall further notify the employer of the period or periods of adoption leave the employee proposes to take. In the case of a relative adoption the employee shall notify as aforesaid upon deciding to take a child into custody pending an application for an adoption order.
(2) An employee who commences employment with an employer after the date of approval for adoption purposes shall notify the employer thereof upon commencing employment and of the period or periods of adoption leave which the employee proposes to take. Provided that such employee shall not be entitled to adoption leave unless the employee has not less than 12 months continuous service with that employer immediately preceding the date upon which he or she proceeds upon such leave.

(3) An employee shall, as soon as the employee is aware of the presumed date of placement of a child for adoption purposes but no later than 14 days before such placement, give notice in writing to the employer of such date, and of the date of the commencement of any period of leave to be taken under subparagraph (iii)(1) hereof.

(4) An employee shall, ten weeks before the proposed date of commencing any leave to be taken under subparagraph (iii)(2) hereof give notice in writing to the employer of the date of commencing leave and the period of leave to be taken.

(5) An employee shall not be in breach of this part as a consequence of failure to give the stipulated period of notice in accordance with subparagraphs (3) and (4) hereof if such failure is occasioned by the requirement of an adoption agency to accept earlier or later placement of a child, the death of the spouse or other compelling circumstances.

(vi) Variation of Period of Adoption Leave

(1) Provided the maximum period of adoption leave does not exceed the period to which the employee is entitled under paragraph (iii) hereof:

(A) the period of leave taken under subparagraph (iii)(2) hereof may be lengthened once only by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be lengthened;

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

(2) The period of adoption leave taken under subparagraph (iii)(2) hereof may, with the consent of the employer, be shortened by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be shortened.

(vii) Cancellation of Adoption Leave

(1) Adoption leave, applied for but not commenced, shall be cancelled should the placement of the child not proceed.
(2) Where the placement of a child for adoption purposes with an employee then on adoption leave does not proceed or continue, the employee shall notify the employer forthwith and the employer shall nominate a time not exceeding four weeks from receipt of notification for the employee’s resumption of work.

(viii) Special Leave

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

(ix) Adoption Leave and Other Entitlements

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

(B) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave), shall not be available to an employee during the employee's absence on adoption leave.

(x) Effect of Adoption Leave on Employment

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

(xi) Termination of Employment

(1) An employee on adoption leave may terminate the employment at any time during the period of leave by notice given in accordance with this award.

(2) An employer shall not terminate the employment of an employee on the ground of the employee's application to adopt a child or absence on adoption leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.
(xii) Return to Work After Adoption Leave

(1) An employee shall confirm the intention of returning to work by notice in writing to the employer given not less than four weeks prior to the expiration of the period of adoption leave provided by subparagraph (iii)(2) hereof.

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

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

(xiii) Replacement Employees

(1) A replacement employee is an employee specifically engaged as a result of an employee proceeding on adoption leave.

(2) Before an employer engages a replacement employee the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

(3) Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising rights under this part, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.

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

PART D - PART-TIME WORK

(i) Definitions

For the purposes of this part:

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

(1) any period of leave taken in accordance with this subclause;

(2) any period of part-time employment worked in accordance with this subclause; or
(3) any period of leave or absence authorised by the employer or by the award.

'Female employee' means an employed female who is pregnant or is caring for a child she has borne or a child who has been placed with her for adoption purposes.

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

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

'Spouse' includes a de facto spouse.

(ii) Entitlement

With the agreement of the employer:

(1) A male employee may work part-time in one or more periods at any time from the date of birth of the child until its second birthday or, in relation to adoption, from the date of placement of the child until the second anniversary of the placement.

(2) A female employee may work part-time in one or more periods while she is pregnant where part-time employment is, because of the pregnancy, necessary or desirable.

(3) A female employee may work part-time in one or more periods at any time from the seventh week after the date of birth of the child until its second birthday.

(4) In relation to adoption a female employee may work part-time in one or more periods at any time from the date of the placement of the child until the second anniversary of that date.

(iii) Return to Former Position

(1) An employee who has had at least 12 months continuous service with an employer immediately before commencing part-time employment after the birth or placement of a child has, at the expiration of the period of such part-time employment or the first period, if there is more than one, the right to return to his or her former position.
(2) Nothing in subparagraph (1) hereof shall prevent the employer from permitting the employee to return to his or her former position after a second or subsequent period of part-time employment.

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

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

(v) Pro Rata Entitlements

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

(vi) Transitional Arrangements - Annual Leave

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

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

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

(vii) Transitional Arrangements - Sick Leave

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

(viii) Part-time Work Agreement

(1) Before commencing a period of part-time employment under this part the employee and the employer shall agree:
(A) that the employee may work part-time;

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

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

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

(2) The terms of this agreement may be varied by consent.

(3) The terms of this agreement or any variation to it shall be reduced to writing and retained by the employer. A copy of the agreement and any variation to it shall be provided to the employee by the employer.

(4) The terms of this agreement shall apply to the part-time employment.

(ix) Termination of Employment

(1) The employment of a part-time employee under this subclause, may be terminated in accordance with the provisions of this award but may not be terminated by the employer because the employee has exercised or proposes to exercise any rights arising under this subclause or has enjoyed or proposes to enjoy any benefits arising under this subclause.

(2) Any termination entitlements payable to an employee whose employment is terminated while working part-time under this subclause, or while working full-time after transferring from part-time work under this subclause, shall be calculated by reference to the full-time rate of pay at the time of termination and by regarding all service as a full-time employee as qualifying for a termination entitlement based on the period of full-time employment and all service as a part-time employee on a pro rata basis.

(x) Extension of Hours of Work

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

(xi) Nature of Part-time Work

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

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

1. limiting the number of employees who may work part-time;
2. establishing quotas as to the ratio of part-time to full-time employees;
3. prescribing a minimum or maximum number of hours a part-time employee may work; or
4. requiring consultation with, consent of or monitoring by a union;

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

(xiii) Replacement Employees

1. A replacement employee is an employee specifically engaged as a result of an employee working part-time under this part.
2. A replacement employee may be employed part-time. Subject to this paragraph, paragraphs (v), (vi), (vii), (viii), (ix) and (xii) of this part apply to the part-time employment of replacement employees.
3. Before an employer engages a replacement employee under this paragraph, the employer shall inform the person of the temporary nature of the employment and of the rights of the employee who is being replaced.
4. Unbroken service as a replacement employee shall be treated as continuous service as provided for in paragraph (i) - Definitions, 'Continuous service' of this part.
5. Nothing in this part shall be construed as requiring an employer to engage a replacement employee.

(f) Sick Leave

(i) Eligibility For Sick Leave

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

TEMCO reserves the right to review each individual case as appropriate, based upon merit.
(ii) Notification Of Absence

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:

(1) nature of the illness or injury; and

(2) estimated length of absence.

(iii) Application For Sick Leave

An 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.

(iv) 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 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.

16. 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 8 - Salaries of this award.

17. NOTICE BOARDS

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

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 Management or an accredited union representative may be removed.

18. PAYMENT OF SALARIES

(a) Payment Intervals

All salaries and shift work payments shall be paid fortnightly.
(b) 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.

(c) Direct Deposit Of Payments

All moneys payable to employees shall be deposited direct to each 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.

19. 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:

(a) in the event of a claim or dispute arising at work, an employee should, without fear or recrimination, first raise it with his or her direct Supervisor; and

(b) if the matter remains unresolved, the Supervisor and the 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

(c) if unresolved at this point the employee and, if required, the site union representative shall consult with TEMCO's nominated representative(s); and

(d) 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 the employee; and

(e) if agreement has not been reached the matter may then be referred to the Tasmanian Industrial Commission; and

(f) consistent with:

   (i) the intention of the parties that claims or disputes not give rise to industrial action; and
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(ii) 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:

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

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

20. RECOGNITION AND RIGHTS

(a) 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.

(b) 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.

21. REGRADING

An 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:

(a) failure or refusal to demonstrate competence within the employee's assigned grade; and

(b) inability to cope with the shift working arrangements.

22. 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 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.
23. 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.

24. Superannuation - BHP Superannuation Fund

(a) Contributory

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

(b) Non-Contributory

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

(c) 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 - Salaries of this award.

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

25. Union Recognition

(a) 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 employees, other than accredited union site representatives, during the meal break of those employees; or

(iii) to interview employees, other than accredited union site representatives for a reasonable amount of time during working hours, consistent with the needs of the 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.

(b) Employee Site Representatives

(i) 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 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 19 - Procedure For Resolving Claims And Disputes of this award.

R J Watling
COMMISSIONER
5 July 1996